

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, June 17, 2019
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

- 1.0 PROCEDURAL MATTERS** 4:30 p.m.
- 1.1 Call to Order
- 1.2 Pledge of Allegiance to the United States Flag
- 1.3 Administration of Oath of Allegiance to Theodore D. Moreno, 2019-2020 Student Trustee
- 1.4 Recognition of Santiago Canyon College Model United Nations Team
- 1.5 Approval of Additions or Corrections to Agenda Action
- 1.6 Public Comment
At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session. **Completion of the information on the form is voluntary.** Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.
- Please note the board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the board that are not on the agenda may, at the board's discretion, be referred to staff or placed on the next agenda for board consideration.
- 1.7 Approval of Minutes – Regular meeting of May 28, 2019 Action

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

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

- 1.9 Public Hearing – 2019-2020 Tentative Budget

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
2.2 Reports from College Presidents
- Enrollment
 - Guided Pathways
 - Upcoming Events
- 2.3 Report from Student Trustee
2.4 Reports from Student Presidents
- Student activities
- 2.5 Report from Classified Representative
2.6 Reports from Academic Senate Presidents
- Senate meetings
- 2.7 Reports from Board Committee Chairpersons and Representatives of the Board
- Board Facilities Committee
 - Board Policy Committee
 - Orange County Community Colleges Legislative Task Force
 - Rancho Santiago Community College District Foundation

3.0 INSTRUCTION

- *3.1 Approval of Clinical Affiliation Agreement Renewal with White Medical Center dba Adventist Health White Memorial Action
The administration recommends approval of the clinical affiliation agreement renewal with White Memorial Medical Center dba Adventist Health White Memorial located in Los Angeles, California, as presented.
- *3.2 Approval of College Articulation and Reverse Articulation Agreement and Community College Education Service Agreement with University of Phoenix, Inc. Action
The administration recommends approval of the College Articulation and Reverse Articulation Agreement and Community College Education Service Agreement with the University of Phoenix, Inc. based in Phoenix, Arizona, as presented.

*Item is included on the Consent Calendar, Item 1.8.

- *3.3 Approval of Collaboration Agreement between Rancho Santiago Community College District and Regents of University of California Action
The administration recommends approval of the Collaboration Agreement between RSCCD and the Regents of the University of California on behalf of its Irvine, California, campus, as presented.
- *3.4 Approval of Professional Services Agreement between Alpine Tutoring and RSCCD on behalf of Santa Ana College (SAC) and Santiago Canyon College (SCC) Community Services Programs Action
The administration recommends approval of the professional services agreement between Alpine Tutoring and RSCCD on behalf of SAC and SCC Community Services programs.
- *3.5 Approval of Professional Services Agreement between AUMT Institute and RSCCD on behalf of Santa Ana College Community Services Program Action
The administration recommends approval of the professional services agreement between AUMT Institute and RSCCD on behalf of the SAC Community Services program.
- *3.6 Approval of Professional Services Agreement between Bricks 4 Kidz and RSCCD on behalf of Santa Ana College and Santiago Canyon College Community Services Programs Action
The administration recommends approval of the professional services agreement between Bricks 4 Kidz and RSCCD on behalf of the SAC and SCC Community Services programs.
- *3.7 Approval of Professional Services Agreement between Dog Dealers, Inc. dba Dog Services Unlimited and RSCCD on behalf of Santa Ana College and Santiago Canyon College Community Services Program Action
The administration recommends approval of the professional services agreement between and RSCCD on behalf of the SAC and SCC Community Services programs.
- *3.8 Approval of Professional Services Agreement between Dragonfly Shops & Gardens and RSCCD on behalf of Santa Ana College Community Services Program Action
The administration recommends approval of the professional services agreement between Dragonfly Shops & Gardens and RSCCD on behalf of the SAC Community Services program.
- *3.9 Approval of Professional Services Agreement between The Dance Centre/ Westrin Dance Center and RSCCD on behalf of Santa Ana College and Santiago Canyon College Community Services Programs Action
The administration recommends approval of the professional services agreement between The Dance Centre/Westrin Dance Center and RSCCD on behalf of the SAC and SCC Community Services programs.

*Item is included on the Consent Calendar, Item 1.8.

- *3.10 Approval of Professional Services Agreement between Authoritax and RSCCD on behalf of Santa Ana College Community Services Program Action
The administration recommends approval of the professional services agreement between Authoritax and RSCCD on behalf of the SAC Community Services program.
- *3.11 Approval of Professional Services Agreement between Real Estate on Demand and RSCCD on behalf of Santa Ana College Community Services Program Action
The administration recommends approval of the professional services agreement between Real Estate on Demand and RSCCD on behalf of the SAC Community Services program.
- *3.12 Approval of Professional Services Agreement between IncrediFlix, Inc. and RSCCD on behalf of Santa Ana College and Santiago Canyon College Community Services Programs Action
The administration recommends approval of the professional services agreement between IncrediFlix, Inc. and RSCCD on behalf of the SAC and SCC Community Services programs.
- *3.13 Approval of Professional Services Agreement between Financial Growth Inc. and RSCCD on behalf of Santa Ana College Community Services Program Action
The administration recommends approval of the professional services agreement between Financial Growth, Inc. and RSCCD on behalf of the SAC Community Services program.
- *3.14 Approval of Professional Services Agreement between Shakespeare Orange County Open Air Theater, Inc. and RSCCD on behalf of Santa Ana College Community Services Program Action
The administration recommends approval of the professional services agreement between Shakespeare Orange County Open Air Theater, Inc. and RSCCD on behalf of the SAC Community Services program.
- *3.15 Approval of Professional Services Agreement between Such A Voice, LLC and RSCCD on behalf of Santa Ana College Community Services Program Action
The administration recommends approval of the professional services agreement between Such A Voice, LLC and RSCCD on behalf of the SAC Community Services program.

*Item is included on the Consent Calendar, Item 1.8.

- *3.16 Approval of Professional Services Agreement between Workshops On Wellness and RSCCD on behalf of Santa Ana College and Santiago Canyon College Community Services Programs Action
The administration recommends approval of the professional services agreement between Workshops On Wellness and RSCCD on behalf of the SAC and SCC Community Services programs.
- *3.17 Approval of Professional Services Agreement between Mad Science of West Orange County and RSCCD on behalf of Santa Ana College Community Services Program Action
The administration recommends approval of the professional services agreement between Mad Science of West Orange County and RSCCD on behalf of the SAC Community Services program.
- 3.18 Approval of Amendment for Santa Ana College Community Services Program Revenue Contract MA-026-15010828A Action
The administration recommends approval of the amendment for Revenue Contract MA-026-15010828A between the County of Orange District Attorney and RSCCD on behalf of the SAC Community Services program.
- *3.19 Approval of Addendum to Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement Action
The administration recommends approval of the addendum to the Grand Canyon University and SAC CEP agreement with Grand Canyon University based in Phoenix, Arizona, as presented.
- *3.20 Approval of Proposed Revisions for 2020-2021 Santa Ana College Catalog Action
The administration recommends approval of the proposed revisions for The 2020-2021 SAC catalog.
- *3.21 Approval of Proposed Revisions for 2019-2020 Santiago Canyon College Catalog and/or 2019-2020 Catalog Addendum Action
The administration recommends approval of the proposed revisions for the 2019-2020 SCC catalog and/or 2019-2020 catalog addendum as presented.
- *3.22 Approval of Student Equity Plans for Santiago Canyon College and Santa Ana College Action
The administration recommends approval of Student Equity Plans for SCC and SAC as presented.

*Item is included on the Consent Calendar, Item 1.8.

- *3.23 Approval of One Year Renewal of Instructional Services Agreement with Pacific Clinics Action
The administration recommends approval of the one year renewal of the instructional services agreement with Pacific Clinics for the period of July 1, 2019, through June 30, 2020, as presented.
- *3.24 Approval of Three Year Renewal of Instructional Services Agreement with Goodwill Industries of Orange County (OC) Action
The administration recommends approval of the three year renewal of the instructional services agreement with Goodwill Industries of OC for the period of July 1, 2019, through June 30, 2022, as presented.
- *3.25 Approval of Classroom Lease Renewal with Orange Unified School District (OUSD) Action
The administration recommends approval of the SCC Orange Education Center classroom lease renewal with OUSD for the period of July 1, 2019, through June 30, 2020, as presented.
- *3.26 Approval of Renewal of Memorandum of Understanding (MOU) for Bridge Program with Orange Unified School District Action
The administration recommends approval of the renewal of the MOU for the Bridge Program with OUSD as presented.
- *3.27 Approval of Renewal of Consulting Agreement with Orange Unified School District Action
The administration recommends approval of the renewal of the consulting agreement with OUSD as presented.
- *3.28 Approval of Renewal of Instructional Service Agreement with Santa Ana Beauty Academy to Operate Santiago Canyon College Cosmetology Program Action
The administration recommends approval of the renewal of the instructional service agreement with Santa Ana Beauty Academy to operate the SCC cosmetology program.
- *3.29 Approval of Application and Documents for Eligibility State and Federal Surplus Property Program for Survey Mapping Sciences Department at Santiago Canyon College Action
The administration recommends approval of the application and documents for eligibility of the State and Federal surplus property program for the Survey Mapping Sciences Department at Santiago Canyon College.
- *3.30 Approval of Professional Services Agreement with Marlene Garcia Swider Action
The administration recommends approval of the professional services agreement with Marlene Garcia Swider, Ph.D. located in Santa Ana, California, as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund and Interfund Transfers Action
The administration recommends approval of budget increases/decreases, transfers, and intrafund and interfund transfers from May 15, 2019, to June 4, 2019.
- 4.3 Approval of 2019-2020 Tentative Budget Action
The administration recommends approval of the 2019-2020 proposed Tentative Budget as presented.
- 4.4 Adoption of Resolution No. 19-12 regarding Public Agencies Post-employment Benefits Trust Administered by Public Agency Retirement Services (PARS) and Approval of Request for Proposal (RFP) #1366 Irrevocable Trust Management Action
The administration recommends adoption of Resolution No. 19-12 regarding public agencies post-employment benefits trust administered by PARS as presented. The administration also recommends acceptance of the RFP and approval of the award to PARS for RFP #1366 – Irrevocable Trust Management as presented and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *4.5 Approval of Lease between Rancho Santiago Community College District and St. Peter Evangelical Lutheran Church Action
The administration recommends approval of the lease between RSCCD and St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.
- *4.6 Approval of Appointment for Measure Q Citizens' Bond Oversight Committee Action
The administration recommends approval of the appointment of the SAC student representative to the Measure Q Citizens' Bond Oversight Committee as presented.
- 4.7 Adoption of Resolution No. 19-11 to Adopt a Uniform System for Prequalifying and Rating Bidders for Santa Ana College Russell Hall Replacement Project (Health Sciences Building) Action
The administration recommends adoption of Resolution No. 19-11 to adopt a uniform system for prequalifying and rating bidders for the SAC Russell Hall replacement project (Health Sciences Building).

*Item is included on the Consent Calendar, Item 1.8.

- *4.8 Approval of Amendment to Agreement with IDS Group, Inc. for Constructability Review Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with IDS Group, Inc. for constructability review services for the Russell Hall replacement (Health Sciences Building) at SAC as presented.
- *4.9 Approval of Agreement with Morrissey Architects, Inc. for Architectural Services for Parking Ticket Kiosks at Santa Ana College and Santiago Canyon College Action
The administration recommends approval of the agreement with Morrissey Architects, Inc. for architectural services for the parking ticket kiosk project at SAC and SCC as presented.
- *4.10 Approval of Five Year Construction Plan (2021-2025) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College Action
The administration recommends approval of the Five Year Construction Plan (2021-2025) and IPPs for SAC and SCC as presented.
- *4.11 Approval of Notice of Exemption for California Environmental Quality Act for Santiago Canyon College Orange Education Center Demolition and Remediation at 1465 North Batavia Street in City of Orange Action
The administration recommends approval of the Notice of Exemption for the project as presented.
- *4.12 Approval of Amendment to Agreement with Linik Corporation for Planning and Project Management Services Action
The administration recommends approval of the amendment to the agreement with Linik Corporation for planning and project management services as presented.
- *4.13 Approval of Amendment to Agreement with Cannon Corporation dba PENCO for On-Call District-Wide Land Survey Services Action
The administration recommends approval of amendment to the agreement with Cannon Corporation dba PENCO for on-call district-wide land survey services as presented.
- *4.14 Approval of Annual Renewal Agreement with RAVE Mobile Safety Software Action
The administration recommends approval of the annual renewal agreement with RAVE Mobile Safety software as presented.
- *4.15 Award of Bid #1368 for Purchase of Bond Paper Action
The administration recommends acceptance of the bids and approval of awarding Bid #1368 to Veritiv Operating Company and Kelly Paper Co. as presented.

*Item is included on the Consent Calendar, Item 1.8.

- *4.16 Award of Bid #1376 for Purchase of High Voltage Electric Vehicles Action
The administration recommends acceptance of the bid and approval of awarding Bid #1376 to Switch Vehicles, Inc. as presented.
- *4.17 Rejection of All Bids for Bid #1367 for Charter Bus Service Action
The administration recommends rejection of all bids for Bid #1367 as presented.
- *4.18 Approval of Vendor Name Change - PENCO Action
The administration recommends approval of the name change request from PENCO Engineering, Inc. to Cannon Corporation dba PENCO as presented.
- *4.19 Approval of Vendor Name Change – Newcomb Anderson McCormick, Inc. Action
The administration recommends approval of the name change request from Newcomb Anderson McCormick, Inc. to Willdan Energy Solutions dba Newcomb Anderson McCormick, Inc. as presented.
- *4.20 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period April 21, 2019, through May 18, 2019.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Strong Workforce Program – Regional Share (District) \$30,503,761
- *5.2 Approval of Sub-Agreement between RSCCD and City of Santa Ana for Strong Workforce Program – Local Funds Initiative (District Office #18-2226-01) Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.3 Approval of Sub-Agreement between RSCCD and San Joaquin Delta Community College District to Award the Industry Sector Projects in Common (ISPIC) Funded by Key Talent Administration and Sector Strategy Fiscal Agent Grant Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

*Item is included on the Consent Calendar, Item 1.8.

- *5.4 Approval of Sub-Agreements between RSCCD and Grossmont-Cuyamaca Community College District Auxiliary Services, Riverside Community College District, Santa Barbara Community College District and Tulare County Office of Education for the Strong Workforce Program K12 Pathway Coordinators and K14 Technical Assistance Providers Grant Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.5 Approval of Correction to Sub-Agreement between RSCCD and Feather River Community College District for Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant Action
The administration recommends approval of the correction to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.6 Approval of First Amendment to Sub-Agreement between RSCCD and SCS Engineers for CalRecycle’s Beverage Container Recycling Program Grant Action
The administration recommends approval of the first amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.7 Approval of Second Amendments to Sub-Agreements between RSCCD and Educational Results Partnership, The Research and Planning (RP) Group and WestEd for Data Science Tools Grant Action
The administration recommends approval of the second amendments to the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.8 Adoption of Resolution No. 19-13 with California Department of Education for General Child Care and Development Program (Contract #CCTR-9160) Action
The administration recommends adoption of Resolution No. 19-13 with the California Department of Education and authorization be given to the Chancellor 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 1.8.

- *5.9 Adoption of Resolution No. 19-14 with California Department of Education for California State Preschool Program (Contract #CSPP-9358) Action
The administration recommends adoption of Resolution No. 19-14 with the California Department of Education and authorization be given to the Chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.10 Approval of Professional Services Agreement with Full Capacity Marketing Incorporated for Sector Navigator - Retail/Hospitality/Tourism Grant Action
The administration recommends approval of the agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.11 Approval of Service Agreement with Economic Modeling, LLC aka Economic Modeling Specialists International (EMSI) for Rancho Santiago Adult Education Consortium Action
The administration recommends approval of the agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.12 Approval of Amendment to Research Contract with Cambridge West Partnership, LLC (CWP) Action
The administration recommends approval of the amendment to the contract and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.13 Approval of Agreement with Rancho Santiago Community College District and 25th Hour Communications for Marketing and Advertising Services Action
The administration recommends approval of the agreement with 25th Hour Communications and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related agreement on behalf of the district.
- *5.14 Approval of Renewal of Contract with Townsend Public Affairs, Inc. Action
It is recommended that the board approve the contract for consulting services with Townsend Public Affairs, Inc. as presented.

*Item is included on the Consent Calendar, Item 1.8.

- *5.15 Adoption of Resolution No. 19-15 Calling Upon the Chancellor of California Community Colleges to Halt Further Changes to Extended Opportunity Programs and Services (EOPS) Implementing Guidelines And to Work in Collegial Consultation with EOPS and Student Services Representatives Statewide Action
It is recommended by Claudia Alvarez, Vice President, RSCCD Board of Trustees, to adopt Resolution No. 19-15.

5.16 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Professional Experts
 - e. Administrator Appointments
 - (1) Dean; Science, Mathematics & Health Sciences Division
 - (2) Director, Technology Infrastructure & Support Services
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (3 cases)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Student Expulsion (pursuant to Education Code 72122)
Student I.D. #2183110

RECONVENE

Issues discussed in Closed Session (Board Clerk)

*Item is included on the Consent Calendar, Item 1.8.

Public Comment

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

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

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Employment Agreements
- Approval of 2019-2020 Administrator/Academic Supervisor Step Increases
- Approval of 2019-2020 Management/Classified Supervisor/Confidential Step Increases
- Approval of New Job Descriptions
- Approval of Revised Job Descriptions
- Approval of Appointments
- Approval of Interim Assignments
- Approval of Extensions of Interim Assignment/Step Increase
- Approval of End of Interim Assignments/Return to Regular Assignments
- Approval of Adjusted Salary Placements
- Approval of 2018-2019 CSEA Chapter 888 Revised Permanent Annual & Hourly Salary Schedules
- Approval of 2019-2020 CSEA Chapter 888 Contract Step Increases
- Approval of 2019-2020 FARSCCD Contract Step Increases
- Approval of 2019-2020 CSEA Chapter 888 Contract Stipends
- Approval of 2019-2020 FARSCCD Contract Athletic Coaching Stipends
- Approval of 2019-2020 FARSCCD Contract Coordinator Stipends
- Approval of 2018-2019 FARSCCD Contract Extension Days
- Approval of 2019-2020 FARSCCD Contract Extension Days
- Approval of Reemployments
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Beyond Contract/Overload Stipends
- Approval of Part-time/Hourly New Hires/Rehires

6.2 Classified Personnel

Action

- Approval of Miscellaneous Pay Schedule 2019-2020
- Approval of 2019-2020 CSEA Chapter 579 Step Increases
- Approval of New Appointments
- Approval of Professional Growth Increments

6.2 Classified Personnel (cont.)

- Approval of Out of Class Assignments
- Approval of Leaves of Absence
- Approval of Return from Leaves
- Ratification of Resignations/Retirements
- Approval of New Appointments
- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Temporary Assignments
- 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 Community Service Presenters and Stipends
- Approval of Volunteers

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

It is recommended that the board receive and file the district's initial bargaining proposal to CSEA Chapter 579 and schedule a public hearing for July 15, 2019.

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

It is recommended that the board approve the agreement with Shaw HR Consulting, Inc. as presented.

6.5 Approval of Professional Services Agreement with Rosemet Environmental Services Action

It is recommended that the board approve the professional services agreement with Rosemet Environmental Services.

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

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

Board of Trustees
(Regular meeting)

Tuesday, May 28, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:36 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, and Ms. Elizabeth Weber. Ms. Claudia Alvarez arrived at the time noted.

Administrators present during the regular meeting were Ms. Tracie Green, Mr. Peter Hardash, Dr. John Hernandez, Mr. Enrique Perez, Dr. Raúl Rodríguez, and Dr. Linda Rose. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Anthony Cruz, Ms. Julie Peeken's grandson.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

It was moved by Mr. Hanna and seconded by Ms. Mendoza to suspend the rules and consider Item 1.7 at this time. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

1.7 Recognition of Classified Staff

The board recognized Ms. Maria Gil, Senior Resources Development Coordinator, RSCCD; Ms. Theresa Hagelbarger, Job Developer, Santa Ana College; and Ms. Julie Peeken, Instructional Coordinator/Analyst, Santiago Canyon College; for being named as Classified Employee of the Year at their respective campuses; and for their professional achievements, dedication, and service to the campus community and the Rancho Santiago Community College District.

1.4 Public Comment

Dr. Christine Umali Kopp spoke regarding sexual and racial discrimination in the workplace.

1.5 Approval of Minutes

It was moved by Ms. Mendoza and seconded by Mr. Hernandez to approve the minutes of the meeting held May 13, 2019. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Hernandez 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 4.13 (Agreement with Go To Technologies, Inc. for Information Technology Management and Transition Consulting Service) removed by Mr. Hernandez. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye.

3.1 Approval of Memorandum of Understanding (MOU) between Consulate of Mexico in Santa Ana and Rancho Santiago Community College District of United States of America (USA) on behalf of Santa Ana College (SAC) for Establishment of “Educational Orientation Window”

The board approved the MOU between the Consulate of Mexico in Santa Ana and RSCCD of the USA on behalf of SAC for the establishment of the “Educational Orientation Window” as presented.

3.2 Approval of Proposed Revisions for 2019-2020 Santa Ana College Addendum

The board approved the proposed revisions for the 2019-2020 SAC catalog addendum.

3.3 Approval of California/Nevada Training Trust Master Cost Agreement

The board approved the California/Nevada Training Trust Master Cost Agreement.

3.4 Approval of JTS Services Master Cost Agreement

The board approved the JTS Services Master Cost Agreement.

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

The board approved the Metropolitan Water District of Southern California Master Cost Agreement.

1.6 Approval of Consent Calendar (cont.)

- 3.6 Approval of Operating Engineers Training Trust Joint Apprenticeship and Training Committee (JATC) Master Cost Agreement
The board approved the Operating Engineers Training Trust JATC Master Cost Agreement.
- 3.7 Approval of Orange County Electrical Training Trust Master Cost Agreement
The board approved Orange County Electrical Training Trust Master Cost Agreement.
- 3.8 Approval of Southern California Surveyors Master Cost Agreement
The board approved the Southern California Surveyors Master Cost Agreement.
- 3.10 Approval of PrestoSports Services Agreement
The board approved the PrestoSports services agreement.
- 3.11 Approval of Renewal of Memorandum of Understanding between Rancho Santiago Community College District and Unity Middle College High School (UMCHS)
The board approved the annual renewal of the MOU with modifications between RSCCD and UMCHS.
- 3.12 Approval of Agreement between Rancho Santiago Community College District, on behalf of Santiago Canyon College (SCC), and Pacific Clinics' Recovery Education Institute (REI)
The board approved the agreement between RSCCD, on behalf of SCC, and Pacific Clinics' REI.
- 3.13 Approval of Designated Representative to Serve as Official RSCCD Representative on Rancho Santiago Adult Education Consortium for 2019-2020 Fiscal Year
The board approved Dr. Joanne Armstrong, Dean of Instruction and Student Services (SCC Continuing Education), to serve as the official district representative on the Rancho Santiago Adult Education Consortium from July 1, 2019, through June 30, 2020.
- 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 May 1-14, 2019.
- 4.3 Approval of Public Hearing for 2019-2020 Tentative Budget
The board approved holding a public hearing on the Tentative Budget at the meeting on June 17, 2019.

1.6 Approval of Consent Calendar (cont.)

4.4 Approval of Agreement with Team Inspections for Project Inspector Services for Johnson Student Center at Santa Ana College

The board approved the agreement with Team Inspections for project inspector services for the Johnson Student Center at SAC as presented.

4.5 Approval of Amendment to Agreement with Steinberg Hart for Architectural Services for Space Planning and Academic Support Center at Santa Ana College

The board approved the amendment to the agreement with Steinberg Hart for architectural services for space planning and the Academic Support Center at SAC as presented.

4.6 Award of Bid #1372 for Child Development Center Improvements Phase 3 at Santa Ana College

The board awarded Bid #1372 to Kazoni, Inc. dba Kazoni Construction for the Child Development Center improvements Phase 3 at SAC as presented.

4.7 Approval of Agreement with Vital Inspection Services, Inc. for Project Inspector Services for Learning Resources Center (LRC) Drywall Repair at Santiago Canyon College (SCC)

The board approved agreement with Vital Inspection Services, Inc. for project inspector services for the LRC at SCC as presented.

4.8 Approval of Agreement with Vital Inspection Services, Inc. for Project Inspector Services for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College

The board approved the agreement with Vital Inspection Services, Inc. for project inspector services for barrier removal paper towel dispenser replacement at SCC as presented.

4.9 Approval of Amendment to Agreement with Lionakis for Architectural Services for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College

The board approved the amendment to the agreement with Lionakis for architectural services for barrier removal paper towel dispenser replacement at SCC as presented.

4.10 Award of Bid #1369 for Barrier Removal Paper Towel Dispenser Replacement at Santiago Canyon College

The board approved awarding Bid #1369 to R Dependable Construction, Inc. for barrier removal paper towel dispenser replacement at SCC as presented.

1.6 Approval of Consent Calendar (cont.)

4.11 Award of Bid #1370 for Learning Resources Center Drywall Repair at Santiago Canyon College

The board awarded Bid #1370 to R Dependable Construction, Inc. for LRC Drywall Repair at SCC as presented.

4.12 Ratification of Award of Bid #1371 for Proposition 39 Year 5 U Portables Heating, Ventilation and Air Conditioning (HVAC) Upgrades Phase 2 at Santiago Canyon College

The board ratified awarding Bid #1371 for Proposition 39 Year 5 U portables HVAC upgrades Phase 2 at SCC as presented.

4.14 Approval of Agreement Renewal with Competitive Edge Software, LLC dba Omnigo Software

The board approved the agreement renewal with Competitive Edge Software, LLC dba Omnigo Software as presented.

4.15 Approval of Second Renewal Addendum to Agreement with LiveSafe, Inc.

The board approved the second renewal addendum to the agreement with LiveSafe, Inc.

4.17 Approval of Purchase Orders

The board approved the purchase order listing for the period March 24, 2019, through April 20, 2019.

5.1 Approval of Resource Development Items

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

- California Learning Lab (SAC) \$1,300,000
- Current and Formerly Incarcerated Re-entry Grant \$ 227,272
(SAC & SCC)

5.2 Approval of Sub-Agreements between RSCCD and Coast, Lake Tahoe, Merced, and Sonoma County Junior Community College Districts for Sector Navigator – Retail/Hospitality/Tourism Grant

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

5.3 Approval of Sub-Agreement between RSCCD and Integrative Impact, LLC to Award the Sector Navigator – Information Communication Technology (ICT)/Digital Media – Industry Sector Projects in Common (ISPIC) funded by Key Talent Administration and Sector Strategy Fiscal Agent Grant

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

1.6 Approval of Consent Calendar (cont.)

5.4 Approval of Second Amendments to Sub-Agreements between RSCCD and Chaffey, Los Rios, MiraCosta, Mt. San Antonio, San Francisco, Ventura County, and Yosemite Community College Districts to Award Centers of Excellence (COE) for Labor-Market Research Grants to Host Colleges/Districts in State of California

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

5.5 Approval of Second Amendment to Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Sector Navigator Information Communications Technology/Digital Media Sector Grant

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

1.7 Recognition of Classified Staff

This item was considered after Item 1.3 (Additions or Corrections to Agenda).

1.8 Presentation to 2018-2019 Student Trustee

On behalf of the board, Mr. Yarbrough presented outgoing Student Trustee Weber with a plaque. Board members thanked Ms. Weber for her service to the students of the Rancho Santiago Community College District.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

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

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

2.3 Report from Student Trustee

Ms. Weber provided a report to the board.

Ms. Alvarez arrived during Ms. Weber's report.

2.4 Reports from Student Presidents

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

Mr. Theodore Moreno, Student Vice President, Santa Ana College
Mr. Jio Gallardy, Student President-Elect, Santiago Canyon College

2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Labrado provided a report on the May 23, 2019, Board Facilities Committee meeting.

3.0 INSTRUCTION

Items 3.1 through 3.8 and 3.10, 3.11, 3.12, and 3.13 were approved as part of Item 1.6 (Consent Calendar).

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

Mr. Hanna expressed his intention to recuse himself from the vote on this item due to a potential conflict of interest and left the room at this time. It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve the Southwest Carpenters Training Fund and the Southwest California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber's advisory vote was aye.

Mr. Hanna returned to the room at this time.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1 through 4.12, 4.14, 4.15, and 4.17 were approved as part of Item 1.6 (Consent Calendar).

4.13 Approval of Agreement with Go To Technologies, Inc. for Information Technology (IT) Management and Transition Consulting Service

It was moved by Ms. Barrios and seconded by Ms. Mendoza to approve the agreement with Go To Technologies, Inc. for IT Management and Transition Consulting Services as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough; and one nay vote from Mr. Hernandez, Student Trustee Weber’s advisory vote was aye.

4.16 Adoption of Resolution No. 19-10 for Declaring the Futility of Public Bidding for Certain Additional Landscaping Services at Santiago Canyon College, and Approval of Change Order for That Work

It was moved by Ms. Barrios and seconded by Ms. Mendoza to adopt Resolution No. 19-10 for declaring the futility of public bidding for certain additional landscaping services at SCC and approval of a change order for that work. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Weber’s advisory vote was aye.

5.0 GENERAL

Items 5.1 through 5.5 were approved as part of Item 1.6 (Consent Calendar).

5.6 Board Member Comments

Ms. Barrios indicated that SCC has named the Lorenzo A. Ramirez Library after the Mendez, et.al v. Westminster School District of Orange County case and asked that SAC consider naming a building in honor of the Guzman family that is associated with the case.

Ms. Mendoza reported that she, Ms. Alvarez, and Mr. Hernandez attended the SAC International Students Graduation Celebration on May 24, 2019, and commended the graduates. She asked staff to try to increase the amount of international students the college currently has. Regarding the international students program, Mr. Hernandez asked staff to look into how the community can work with international students, and how monies coming into the international student program are spent.

Ms. Mendoza commended Student Trustee Weber and wished her well on her future educational endeavors.

5.6 Board Member Comments (cont.)

Ms. Weber thanked the board of trustees for making a difference in her life, her family's lives, and the students' lives, and for the opportunities given to her as a student trustee.

Mr. Hernandez reported that he attended a California Work Opportunity and Responsibility to Kids (CalWORKS) luncheon on May 24, 2019, and commended SAC for helping students change their lives.

Mr. Hanna encouraged staff to wear SAC and SCC shirts, and use college license plates holders as an advertisement for the colleges.

Mr. Hanna asked questions and received answers of when the colleges' next accreditation is scheduled. He mentioned that he attended a workshop on accreditation at the Community College League of California conference in May and commended the RSCCD trustees for working together collegially. Mr. Hanna thanked the chancellor and staff for the work done toward the colleges' accreditation process and asked that staff provide training for the trustees on the accreditation standards required to complete by trustees.

Mr. Hanna encouraged the student trustee and student presidents to attend a continuing education graduation ceremony and hear the heartfelt stories the graduates share. He commended Mr. DeCarbo for shaking each graduate's hand and encouraging them in their future educational endeavors.

Mr. Yarbrough indicated he extended an invitation to tour SCC to Orange County Supervisor (OC) Don Wagner.

Mr. Yarbrough indicated he plans to tour an ironworkers' facility in La Palma with Los Angeles/Orange Counties Building and Construction Trades Councilmember Ernesto Medrano and OC Supervisor Don Wagner in the future.

Mr. Yarbrough asked that the meeting be closed in memory of Mr. Joseph Geissler, SCC Department Chair of the Library, who passed away on March 9, 2019, and was recently voted to receive SCC's Faculty Excellence Award.

Mr. Yarbrough indicated he plans to meet with Arco Block owner, Mr. Rick Muth, who is on the board at Segerstrom Center, regarding possibilities of donations toward a Performing Arts Center at SCC.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:17 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Administrator Appointments
 - (1) Chancellor
 - (2) District Administrator for Institutional Equity, Compliance & Title IX
 - g. Chancellor's Cabinet
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

Ms. Weber left the meeting at this time.

RECONVENE

The board reconvened at 7:32 p.m.

Closed Session Report

Mr. Hernandez reported during closed session the board discussed public employment, anticipated/potential litigation; labor negotiations, and public employee discipline/dismissal/release; and took action to appoint Mr. Marvin Martinez as the next chancellor for the Rancho Santiago Community College District with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Mr. Yarbrough announced that since the board made the appointment of the chancellor during closed session, it is now open to discuss the terms of the employment contract per Government Code 54953(c)(3) prior to taking final action on the salary, or compensation paid in the form of fringe benefits of a local agency executive. Mr. Yarbrough provided the following oral report of the summary recommendations regarding salary and fringe benefits required by Government Code Section 54953(c)(3) prior to final action to approve the Chancellor's Employment Agreement considered in Item 6.1 of the agenda:

1. The proposed salary for the new Chancellor Marvin Martinez is \$312,000 per academic year with a start date of July 1, 2019.
2. Health and welfare benefits shall be the same as that currently provided to all district administrators.
3. Fringe benefits will include a \$500 per month automobile allowance, a laptop computer, and a printer and fax machine to be installed in the chancellor's home, a cell phone to be paid for by the district, 25 vacation days, and to be absent on district-designated holidays.
4. The district will contribute \$600 per month to a tax-sheltered annuity selected by the chancellor, and the chancellor will be given a credit card to charge up to \$1,000 per month to attend professional activities on behalf of the district and other meetings and conferences approved by the board.

Mr. Yarbrough asked if there was a motion to approve the Chancellor Employment Agreement as amended with the appointee's name. It was moved by Ms. Alvarez and seconded by Mr. Hernandez to approve the following action on the management/academic personnel docket with an amendment to include the appointee's name on the employment contract. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

- Approve Appointment/Employment Contract: Chancellor
- Approve Appointments
- Approve Extensions of Interim Assignment
- Ratify Resignations/Retirements
- Approve Adjusted Final Salary Placements
- Approve Additional 2018-2019 Contract Extension Days
- Approve Leaves of Absence
- Approve Part-time/Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record

6.2 Classified Personnel

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

6.2 Classified Personnel (cont.)

- Approve Revised Title/Job Descriptions
- Approve Revised Job Descriptions
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Position
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve New Appointments
- Approve Temporary to Hourly Ongoing Assignments
- Approve Return to Regular Assignments
- Approve Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

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

It was moved by Mr. Labrado and seconded by Ms. Barrios to receive the bargaining proposal and schedule a public hearing for June 17, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.4 Approval of RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve the RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form and authorization to transmit it to the State Chancellor's Office. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.5 Approval of Amendment to Professional Services Agreement with Solomon Law APC for Investigative Services

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve the amendment to the professional services agreement with Solomon Law APC for investigative services with a fiscal impact based on utilization. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.6 Approval of Professional Services Agreement with Nicole Miller & Associates, Inc. for Investigative Services

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve the professional services agreement with Nicole Miller & Associates, Inc. as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.7 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and California School Employees Association Chapter 888 (Child Development Teachers)

It was moved by Mr. Labrado and seconded by Ms. Barrios to approve the collective bargaining agreement between RSCCD and CSEA Chapter 888 for the period of July 1, 2018, through June 30, 2021. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on June 17, 2019.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 7:35 p.m., and adjourned the meeting in memory of Mr. Joseph Geissler, SCC Department Chair of the Library, who passed away on March 9, 2019, and was recently named as the faculty member to receive SCC's Faculty Excellence Award.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

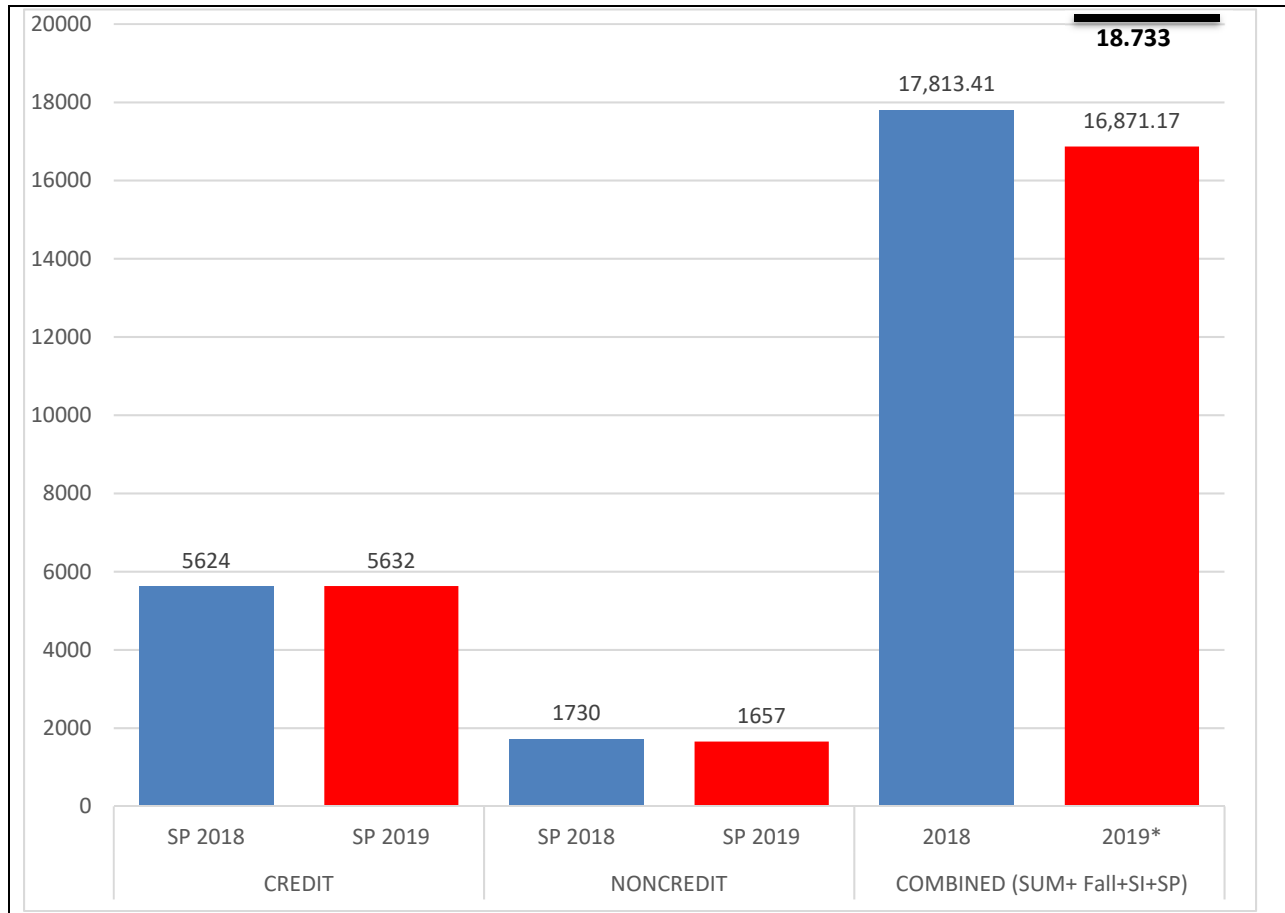
Approved: _____
Clerk of the Board

Minutes approved: June 17, 2019



SAC 2018/2019 Spring Enrollment Report

Date: 05/23/19



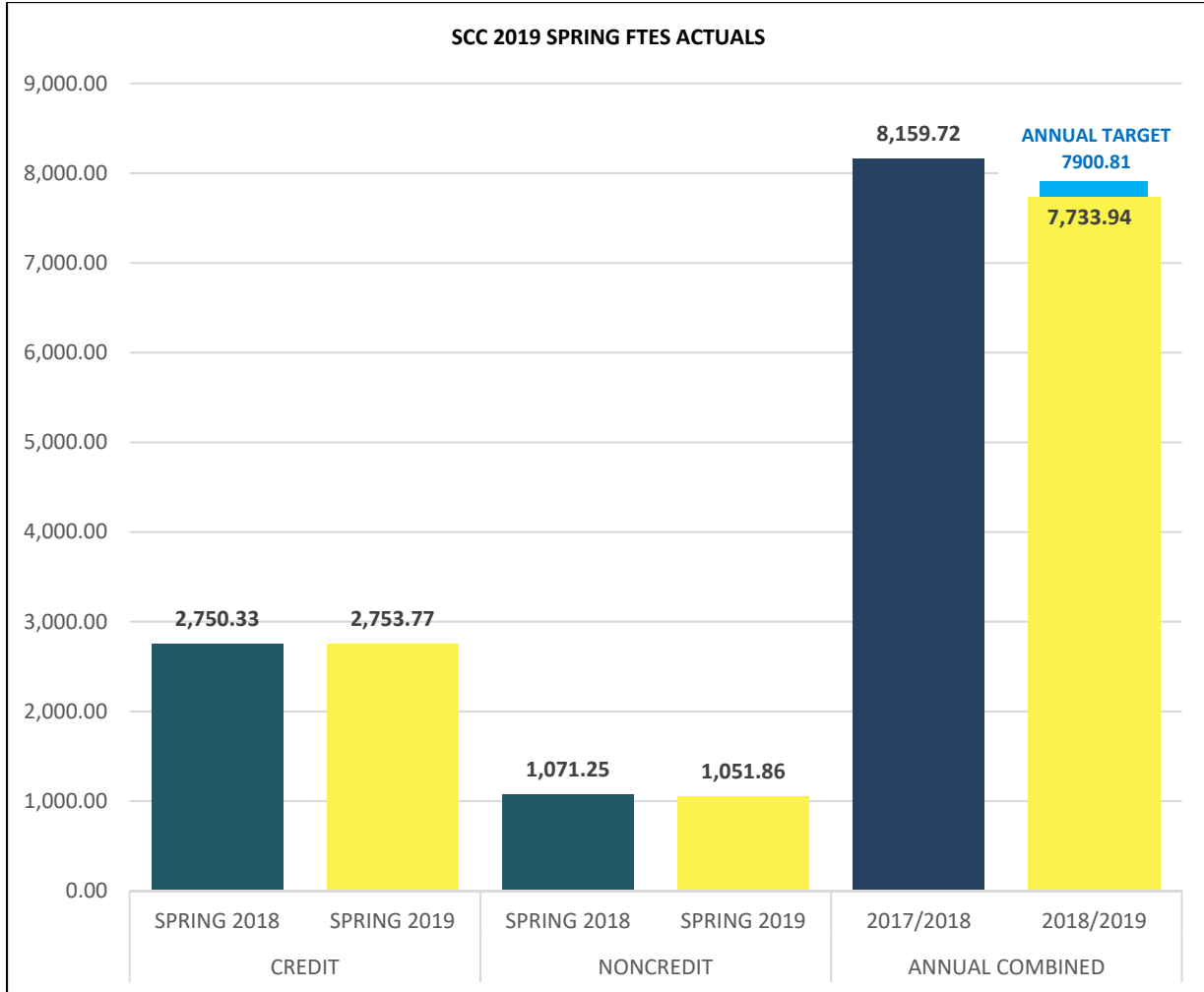
FTES Target

Terms	2018/2019	DIFF	PCT
Credit SP Target	6721.00		
Credit SP Projection	6721.00	0.00	0%
Noncredit SP Target	2221.00		
Noncredit SP Projection	1921.00	300.00	16%
Annual Target*	18773.00		
Annual Projection*	18473.00	-300.00	-2%

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



**SCC 2018/2019 ENROLLMENT REPORT
5/23/19**



FTES TARGETS

TERMS	2018/2019	DIFF	PCT
Credit Spring Target	2795		
Credit Spring Projection	2795	0	0%
Credit Spring Intersession Target	269.81		
Credit Spring Intersession Projection	297	27.19	10%
Noncredit Spring Target	1152		
Noncredit Spring Projection	1112	-40	-3%
Annual Target*	7900.81		
Annual Projection*	7860.81	-40	-1%

NOTES

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

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Clinical Affiliation Agreement Renewal with White Memorial Medical Center, dba Adventist Health White Memorial	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This clinical affiliation agreement renewal with White Memorial Medical Center, dba Adventist Health White Memorial ([view document](#)) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This clinical affiliation agreement renewal with White Memorial Medical Center, dba Adventist Health White Memorial shall be effective for one (1) year and will automatically renew for up to two (2) additional one (1) year terms or until termination by written notice of either party. Dr. Simon B. Hoffman and college staff have reviewed this clinical affiliation agreement renewal with White Memorial Medical Center, dba Adventist Health White Memorial. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this clinical affiliation agreement renewal with White Memorial Medical Center, dba Adventist Health White Memorial, located in Los Angeles, California as presented.

Fiscal Impact:	None	Board Date: June 17, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Carolyn Breeden, Ed.D., Interim Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of College Articulation and Reverse Articulation Agreement and Community College Education Service Agreement with University of Phoenix, Inc.	
Action:	Request for Approval	

BACKGROUND

This is a College Articulation and Reverse Articulation Agreement and Community College Education Service Agreement with University of Phoenix, Inc., based in Phoenix, Arizona, to be a provider of undergraduate education for students pursuing careers in nursing education. This agreement allows Santa Ana College Nursing students to pursue an Associate Degree in Nursing degree and be enrolled in a Bachelor's Degree in Nursing program.

ANALYSIS

This College Articulation and Reverse Articulation Agreement and Community College Education Service Agreement with University of Phoenix, Inc., allows for students to be enrolled in Santa Ana College's Nursing Program and the University of Phoenix Nursing Program to pursue a Bachelor's Degree in Nursing once the prospective student has met University of Phoenix's eligibility requirements. This College Articulation and Reverse Articulation Agreement and Community College Education Service Agreement with University of Phoenix, Inc., allows the Santa Ana College Nursing Program students to pay \$350/credit unit. The College Articulation and Reverse Articulation Agreement and Community College Education Service Agreement with University of Phoenix, Inc., covers the scope of program operations as well as other issues relating to responsibilities for both parties. The College Articulation and Reverse Articulation Agreement and Community College Education Service Agreement with University of Phoenix, Inc., has been reviewed by District and college staff. The College Articulation and Reverse Articulation Agreement and Community College Education Service Agreement with University of Phoenix, Inc., carries no costs or other financial arrangements and is in effect for five (5) years.

RECOMMENDATION

It is recommended that the Board of Trustees approve this College Articulation and Reverse Articulation Agreement and Community College Education Service Agreement with University of Phoenix, Inc., based in Phoenix, Arizona, as presented.

Fiscal Impact:	None	Board Date: June 17, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

COLLEGE ARTICULATION AND REVERSE ARTICULATION AGREEMENT

This College Articulation and Reverse Articulation Agreement (“Agreement”) by and between the University of Phoenix, Inc. (hereinafter referred to as “UNIVERSITY”), located at: 1625 West Fountainhead Parkway, Tempe, Arizona 85282 and Rancho Santiago Community College District located at 2323 N. Broadway, Santa Ana, California 92706 on behalf of Santa Ana College (hereinafter referred to as “INSTITUTION”) having a business at: 1530 West 17th Street, Santa Ana, California 92706 is entered into as of the date of execution by both parties as set forth below.

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions regarding articulation between INSTITUTION and UNIVERSITY;

WHEREAS, this Agreement is intended to assist associate degree students in completing their Associate’s Degree from INSTITUTION and to continue their education in a bachelor degree program at the UNIVERSITY; and

WHEREAS, the parties desire to promote the most efficient and effective use of their resources and to offer students the broadest possible range of educational opportunities.

NOW, THEREFORE, the parties agree as follows:

1. Articulation Process, Features and Benefits

- 1.1 The UNIVERSITY will articulate college-level, degree applicable associate degree courses from INSTITUTION. For the purposes of this agreement college-level, degree applicable associate degree courses are indicative of transferrable, freshman level and above courses, and not indicative of remedial, developmental, professional or other non-transferrable course types.
- 1.2 Courses must have received a grade of C- or higher to transfer for General Education and Elective requirements and at least a grade of C or higher to transfer towards Required Course of Study requirements at the UNIVERSITY. Some specialized programs leading to licensure or certification may require a grade greater than a C to transfer towards Required Course of Study requirements at the UNIVERSITY.
- 1.3 Students transferring college-level course credits from INSTITUTION will be subject to all UNIVERSITY admissions requirements. Students transferring from INSTITUTION that meet all program-specific UNIVERSITY admissions requirements and conditions will be accepted into their program of choice.
- 1.4 Students admitted to the UNIVERSITY transferring from the INSTITUTION will have all college-level, degree applicable associate degree courses from the INSTITUTION accepted in transfer. Application of credits towards degree requirements will be subject to the degree program of choice by the student and additional credits may be needed to fulfill the degree program requirements. The UNIVERSITY degree program requirements may be viewed at www.phoenix.edu.

2. Services Provided to INSTITUTION by the UNIVERSITY

- 2.1 The UNIVERSITY shall publish a Course Transfer Guide (CTG) in PDF format which will include course by course transfer categories for courses that are designated as fulfilling a general education category.
- 2.2 UNIVERSITY shall provide a sample Program Transfer Guide (PTG) exemplifying how an associate's degree may transfer to a bachelor's degree offered at UNIVERSITY. The transfer guide can be made available to students, faculty and advisors as INSTITUTION deems fit. The UNIVERSITY will provide sample program transfer guides for additional associate degree programs upon request and when reasonable to do so in University's sole discretion.
- 2.3 A student transferring from INSTITUTION under the terms of this Agreement shall be governed by the graduation requirements set forth in the UNIVERSITY Student Catalog in effect at the time of the student's initial enrollment at the UNIVERSITY; provided, however, that the student maintains continuous enrollment as defined in the Student Catalog.
- 2.4 Subject to FERPA (as defined in Section 6) and applicable laws and regulations, the UNIVERSITY will inform INSTITUTION as to which currently enrolled UNIVERSITY students may be eligible for an Associate degree award at the UNIVERSITY as a result of their enrollment with the UNIVERSITY. The report will only include those students that have opted into this process via a signed Reverse Transfer Consent form. In accordance with applicable laws and regulations, the timing of the report and the transfer of the information will be delivered in a format mutually agreed upon by the INSTITUTION and the UNIVERSITY. The INSTITUTION will be solely responsible for all communications, notifications, and advisements to the students set forth in the reports who are eligible for an Associate degree award. INSTITUTION shall be solely responsible for creating any and all marketing and promotion literature to assist eligible students with the Associate degree award at the INSTITUTION; provided, however, that any use of the UNIVERSITY's name, image or likeness shall require UNIVERSITY's prior written consent as more fully described in Section 7 below. The UNIVERSITY does not make any warranties with respect to the transferability of credit. The transferability of credit and the awarding of any degree is at the discretion of the receiving institution. It is the student's responsibility to confirm whether or not credits earned at the UNIVERSITY will be accepted by INSTITUTION or another institution of the student's choice.
- 2.5 Students transferring to UNIVERSITY into an undergraduate bachelor degree program with a previously completed regionally accredited Associate of Arts degree from INSTITUTION will be considered as satisfying their lower division elective and general education requirements making the student Required Course of Study ready at UNIVERSITY. Students utilizing this policy will still need to meet all pre-requisite or state specific content requirements as outlined in the Academic Progression and General Education Requirements policy sections for their chosen program. This policy excludes programs with specialized lower division general education builds including: BSN, LPN-BSN, BSLS, BSED/E, BS/BIO, BA/ENG, BS/EVS, BS/HIS, BSIT.

3. Services Provided to the UNIVERSITY by INSTITUTION

- 3.1 Upon request by UNIVERSITY, INSTITUTION will provide the opportunity for UNIVERSITY representatives to meet with INSTITUTIONS students on an ongoing basis on dates and at times mutually agreed upon.

3.2 INSTITUTION will assist the UNIVERSITY in the distribution of updated degree and transfer materials to alumni and current students.

4. Fees

4.1 Unless expressly set forth herein, there are no fees for the articulation services provided by UNIVERSITY to INSTITUTION.

4.2 Student's articulating into UNIVERSITY are subject to UNIVERSITY'S standard admission and tuition costs and fees.

5. Accreditation

5.1 INSTITUTION represents and warrants that it is an associate degree granting institution currently accredited by an approved regional or national accrediting body recognized by the U.S. Department of Education. Institution further represents and warrants that it does not have any adverse actions pending against it that may jeopardize its current accreditation status. INSTITUTION acknowledged and agrees that INSTITUTION shall notify the UNIVERSITY immediately of any adverse changes in its accreditation status or if any adverse action has been taken that would impact INSTITUTION's ability to operate in the state/jurisdiction they are approved to operate in. UNIVERSITY may terminate this Agreement immediately if there is a change in INSTITUTION's accreditation status and/or if INSTITUTION fails to notify the UNIVERSITY of a change in accreditation status.

5.2 If either party believes, in its sole discretion, that the action required by this Agreement or the Agreement itself would potentially have an adverse impact on its accreditation, or a party's license or exemption issued by a state educational board or commission, or otherwise violates any law or regulation, the party shall not be required to take any such action, or alternatively, may immediately terminate the Agreement.

6. FERPA

Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended ("FERPA"). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations

7. Intellectual Property

7.1 Both parties agree that they shall not use the name, image or likeness, tradename, service marks or domain names ("Marks") of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval. Neither party may use the Marks of the other except upon prior approval and only in furtherance of this Agreement and for no other purpose. Neither party will use the other party's Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light.

7.2 Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, logos, data,

databases and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the “Intellectual Property Rights”). Neither party shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement.

- 7.3 Any marketing materials provided to the other pursuant to this Agreement and this Section 7, may not be revised, modified or re-formatted in any way without the prior written consent of the other.

8. Relationship of Parties

Each party acknowledges and agrees that the relationship with each other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties. Each party is solely responsible for any and all liabilities of its employees for their performance under this Agreement and further is responsible any and all taxes imposed upon each party, including FICA, FUTA, unemployment taxes, worker's compensation coverage, and other liabilities incurred as the employer providing products and/or services pursuant to this Agreement as an independent contractor

9. Terms and Termination of Agreement

- 9.1 This Agreement shall be effective as of the date the agreement is fully executed by both party's below and shall remain in effect for five (5) years or until terminated.
- 9.2 Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other.
- 9.3 This Agreement may be terminated as provided for in Section 5.2.
- 9.4 In the event this Agreement is terminated, INSTITUTION and shall permit the University to continue to allow INSTITUTION's name and the CTG and/or the PTG to be published by UNIVERSITY for as long as the CTG and/or PTG are applicable to any current or future students' transfer of credit.

10. Notice

Each party giving or making any notice, request, demand or other communication (each a “Notice”) pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), or facsimile. Any party giving a Notice shall address the Notice to the appropriate person at the receiving party (the “Addressee”) at the address listed below. Such contact name and address may be changed from time to time by either party by providing written notice pursuant to this paragraph. Unless expressly stated otherwise, notice is effective only if the party giving the Notice has complied with this paragraph and if the Addressee has received the Notice.

If to UNIVERSITY
University of Phoenix
Attn: College Articulation Department
1625 West Fountainhead Parkway
Tempe, AZ 85282
Mail Stop: CF-L401

If to INSTITUTION
Santa Ana College
Attn: Nursing Program Director
1530 West 17th Street
Santa Ana, California 92706

With a copy to:

University of Phoenix
Attn: Apollo Legal Services
4025 S. Riverpoint Parkway
Phoenix, AZ 85040
Mail Stop: CF-K612

11. Miscellaneous Provisions

- 11.1 This Agreement may be executed electronically. Said electronic copy shall be deemed an original and shall be enforceable and fully admissible in any legal proceeding.
- 11.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without reference to conflict of laws principles.
- 11.3 This Agreement may not be amended or modified except by a written instrument executed by both parties.
- 11.4 This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior agreements, whether oral or written between the parties relating to the subject matter hereof.
- 11.5 Neither party may assign its obligations pursuant to this Agreement, in whole or in part, without the other party's prior written consent. Any attempt by either party to assign and/or delegate its performance under this Agreement, in whole or in part, in violation of this provision is void.
- 11.6 Each party represents and warrants that the person executing this Agreement is duly authorized to bind and to act on behalf of their respective entity.
- 11.7 This Agreement is for the benefit of UNVIVERSITY and INSTITUTION only and not for the benefit of any third party.

12. Indemnification.

The INSTITUTION shall defend, indemnify and hold UNIVERSITY harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or

intentional acts or omissions of the INSTITUTION, its officers, agents, employees, Students, or District Instructors (if applicable).

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

UNIVERSITY OF PHOENIX, INC.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

Signature

Signature

Printed Name

Peter J. Hardash
Printed Name

Title

Vice Chancellor, Fiscal Services/Business Operations
Title

Date

Date

Community College Education Service Agreement

This Community College Education Service Agreement (the "Agreement") is entered into as of the date both parties have signed ("Effective Date") by and between Rancho Santiago Community College District, located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College ("School") with its principal place of business located at 1530 West 17th Street, Santa Ana, CA 92706 and University of Phoenix, Inc. with its principal offices at 4025 South Riverpoint Parkway, Phoenix, Arizona 85040 ("University").

1. Tuition Rate:

- 1.1 The University will offer Eligible Students (defined as either Associate degree graduates of School enrolled in a Community College Cohort or Associate Degree of Nursing students from School enrolled in a CEP Cohort) the Tuition Rate set forth in the applicable Statement of Work. The Tuition Rate shall not be combined with nor shall it apply to any other University promotions, scholarships, or tuition reduction offers.
- 1.2 The University will waive the first two resource fees (books and materials fee) per each calendar year for Community College Cohort students as set forth in section 3 below until their program completion.
- 1.3 Students are responsible for paying all tuition fees and costs, including any book and materials fees associated with their enrollment with the University.

2. Concurrent Enrollment Cohort:

- 2.1 During the Term of this Agreement, School may provide scheduled groups of students who are currently enrolled in an Associate's Degree of Nursing program ("ADN Program") from School (referred to as a "CEP Cohort") after the Effective Date of this Agreement to enroll in University single courses that are part of the University Bachelor of Science in Nursing degree program ("BSN Program"). The parties will mutually agree to the location, modality, type of cohort, start and end dates for BSN Program CEP Cohorts as provided for on an applicable Statement of Work ("SOW"). Each Cohort shall have its own SOW issued by the University setting forth the above terms including and does not require any further action by the parties and will be incorporated into this Agreement. For clarification, CEP Cohort students will not be eligible for federal financial aid through the University for any BSN Program courses until they are fully admitted into the BSN Program by the University.
- 2.2 Upon completion of the ADN Program, obtaining the necessary licensure and meeting all the applicable University admissions criteria, CEP Cohort students may be admitted into the BSN Program. The University will evaluate applications for admission in accordance with its usual standards for admissions. CEP Cohort students will be eligible for financial aid with the University upon admission and enrollment into the BSN Program only. For clarification, calculation for federal financial aid will commence after admission and enrollment into the BSN Program. At no time will any courses taken prior to admission and enrollment be used towards any University federal financial aid calculations.

- 3. **Community College Cohort:** During the term of this Agreement, School may provide scheduled groups of graduates (hereinafter referred to as a "Community College Cohort(s)") that will commence a designated degree program ("Program"). The parties will mutually agree to the location, modality, type of cohort, start and end dates of the Program for specific Community College Cohorts on an applicable SOW. Each Community College Cohort will have a separate SOW issued by the University and does not require any further action by the parties and will be incorporated into this Agreement.

- 4. **Cooperation:** School will provide the University the opportunity to inform students about the benefits of this Agreement. At a minimum, School shall coordinate the following activities in order to assist in meeting the minimum of fifteen (15) participants. All scheduled activities, including dates, times, and locations will be provided in advance and pre-approved by School.

- a. Virtual and/or face-to-face information meetings at School site;
- b. Virtual and/or face-to-face enrollment sessions at School site; and
- c. Table displays in School's common student areas.

- 5. **Cohort Options:** The parties will mutually agree to one of the following cohort options which will be included in an applicable SOW.

"Closed Cohort"- School shall provide a minimum of fifteen (15) students for the cohort. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

"Open Cohort"- School shall provide a minimum of fifteen (15) students for the cohort. Other University students who are may be eligible to join the group as open enrollment, provided there is room in the group and offered at an approved University location or in the online modality. The University shall have no obligation to offer any cohort unless the minimum number of students for enrollment as set forth above has been confirmed. All students in the cohort will attend the same classes in the same course sequence in the same modality.

"Collaborative Cohort"- A collaborative cohort shall be defined as a cohort made up of School's Eligible Students and other University institutional client students. School shall provide a minimum of five (5) students for each collaborative cohort. The

University, at its discretion, will organize and facilitate collaborative cohort groups between two or more University clients. The University shall have no obligation to offer any collaborative cohort unless the minimum number of students for enrollment as set forth herein this Agreement has been confirmed. All students in the collaborative cohort will attend the same classes in the same course sequence in the same modality.

6. Articulation: Any course articulation shall be mutually agreed upon in a separate agreement.

7. Marketing:

7.1 Both parties agree that they shall not use the name, image or likeness, tradename, service marks or domain names (“Marks”) of the other in any publication, promotional or marketing material without the prior written consent of the other party. The parties agree to provide the other with the process for obtaining such approval. Neither party may use the Marks of the other except upon prior approval and only in furtherance of this Agreement and for no other purpose. Neither party will use the other party’s Marks a manner that disparages the other party, its Marks or its products or services, or portrays the other party, its Marks or its products or services in a false, competitively adverse or poor light.

7.2 Each of the parties shall remain the sole owner of all rights in and to its respective name, tradenames, trademarks, service marks, trade secrets, patents, copyrights, logos, data, databases and other intellectual property rights, as the same now exist or as they may hereafter be modified in the future by either party during the term of this Agreement (collectively, the “Intellectual Property Rights”). Neither party shall be deemed by any provision of this Agreement to have any ownership interest in the Intellectual Property Rights of the other party, but shall have only the right to use the same in connection with the performance of this Agreement.

7.3 Any marketing materials provided to the other pursuant to this Agreement may not be revised, modified or re-formatted in any way without the prior written consent of the other.

7.4 The University will provide information to School to assist prospective students as to the admission requirements, required course of study, costs, expected time commitment, and other information a prospective student may find useful in selecting and applying for a course of study.

8. Term and Termination:

8.1 This Agreement shall remain in effect for five (5) years or until terminated. Any party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other. If either party believes that this Agreement might violate any law or regulation, adversely affect its accreditation, or its license or exemption issued by a Federal or State educational board or commission, the effected party may immediately terminate this Agreement upon written notice to the other.

8.2 If, for any reason, this Agreement is terminated, students may complete their Program at another location or online depending upon location, availability, class size and modality. Not all University programs are available at all locations or in all modalities. Additional costs, if any, to attend a course at another location other than what is set forth in an applicable SOW will be the responsibility of the student.

9. FERPA: Each party agrees to abide by and comply with the Federal Education Rights and Privacy Act, as amended (“FERPA”). Any additional information requested and/or provided by one party to the other under this Agreement will be subject to FERPA and all applicable laws and regulations.

10. Admissions Evaluation: All students are subject to the University’s admission policies and all other policies and procedures as set forth in the University’s Student Handbook. The University will evaluate applications for admission in accordance with its usual standards for admissions.

11. Provision of Educational and Administrative Services: Notwithstanding any other provision of this Agreement, the University’s relationship with its students as well as any other matter concerning the provision or delivery of educational or administrative services to such students, regardless of whether such students are School’s employees or otherwise, shall be governed pursuant to the terms of the University’s policies and procedures then in effect, including, but not limited to, those published in the applicable University Catalog.

12. Notice. Notices under this Agreement shall be deemed to have been given on the date actually received when personally delivered or when sent electronically confirmed facsimile or email followed by written confirmation sent by mail to the address provided for below. The notice address for each party is in the opening paragraph and email and/or facsimile addresses are provided for below, and may be changed by giving notice as provided herein. All written notices provided to the University must copy the office of the University General Counsel.

UNIVERSITY

Name: Raghu Krishnaiah, Chief Operating Officer
Email address: salesoperations@phoenix.edu
Facsimile: NA

School

Name: Santa Ana College
Email address: nursing2@sac.edu
Facsimile: 714-564-6344

13. General Provisions: This Agreement does not create any rights, title, or interest for any person or entity other than School or the University. Each party acknowledges that the relationship with the other is that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. If any provision of this Agreement is held by any court or other tribunal to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Each party agrees to abide by all applicable Federal and State laws. Each individual executing this Agreement on behalf of another entity represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity and that this Agreement is binding upon said organization in accordance with this Agreement's terms. Unless expressly stated otherwise in the SOW, if there is a conflict between this Agreement and any SOW, the terms and conditions in this Agreement shall govern the parties' obligations.

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

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

15. Entire Agreement: This is the entire Agreement between the parties relating to the subject matter herein and supersedes any prior representations or agreements, oral or written, and all other communications related to the subject matter.

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

UNIVERSITY OF PHOENIX, INC.

Signature

Signature

Peter J. Hardash

Printed Name

Vice Chancellor, Business Operations/Fiscal Services
Title

Title

Date

Date

COMMUNITY COLLEGE EDUCATION SERVICE AGREEMENT

Santa Ana College Statement of Work #1

Concurrent Enrollment Cohort

This Statement of Work Number 1 to the Community College Education Service Agreement dated _____ by Rancho Santiago Community College District on behalf of Santa Ana College ("School") and University of Phoenix, Inc. ("University") (hereinafter Agreement") is entered into on _____ ("Issue Date") and incorporates the Agreement herein by this reference.

Program: *Bachelor of Science in Nursing*

Modality: Online

Projected Start Date: June, 2019

Projected End Date: January, 2022

Type of Cohort: Collaborative Cohort

Premises: All courses will be taught online

Tuition Rate: \$350 per credit hour.

Addendum 1 to Exhibit A for School Site Cohorts

These additional terms and conditions shall apply to all Cohorts held on School Premises provided to School pursuant to the Community College Education Service Agreement #CrNumber ("the "Agreement") by and between School and University. Any capitalized terms not defined herein shall have the same meaning as in the Agreement.

1. **Approved Site Status:** The University will seek required site approval of the School Premises from the Department of Education, State, and the Higher Learning Commission. Upon approval, the University will offer the Cohort as set forth in the Agreement.
2. **Premises:** School will provide a classroom with adequate and accessible space to be located at the Premises set forth in the SOW in order for the University to provide the courses to School's employees enrolled in a Cohort for the duration of the Agreement.
3. **Premises Requirements:** School agrees that the Premises and the classrooms shall: (a) be adequate for fifteen (15) to twenty-five (25) students; (b) be climate controlled with proper air conditioning, heating and venting; (c) have trash receptacles, be clean and presentable; (d) have tables and chairs; and (e) must be ADA compliant. Restroom facilities and nearby open parking are additionally required.
4. **Technical Support and Audio-Visual Equipment:** School will provide the technical support and audio-visual equipment for the School Premises:
 - Wireless Internet connection (for student and faculty use)
 - Fax machine that can be accessed until end of class time and that is capable to fax long distance to 480 or 602 area code in Phoenix.
 - Laptop or Tower computer with internet
 - LCD projector
 - Speakers attached to the LCD
 - DVD unit attached to LCD projector
 - Whiteboard with working markers and functional eraser
 - Easel with paper pad for presentation in class
 - Power connection for students' laptops
5. **Classroom Sessions:** It is the responsibility of students to remain in class during instructional sessions and not excuse themselves to perform other duties as employees of the School. The School shall make it mandatory for its employees enrolled in the Cohort to adhere to classroom participation.
6. **Facility/Hospital Contact:** Upon execution of the Agreement, School will provide house supervisor contact information and an evening facilities contact for any needed assistance.
7. **Safety of Premises:** School agrees that the Premises, restrooms, and parking facilities shall be safe and secure. School shall provide reasonable security for the Premises. The University shall not be responsible for any theft, damage and/or vandalism to the Premises, restrooms, parking area, equipment (including any audio-visual equipment provided by School), or to any student/employee personal property.
8. **Substitute/Cancellation of Premises:** If for some reason the Premises are not available pursuant to the Agreement due to either cancellation or substitution of classroom space, School agrees to provide at least five (5) days' notice in advance of such change so that the University can inform the students and further agrees to provide an alternative classroom location that is equipped with the Premises Requirements as set forth in Paragraph 3 above. Failure to provide a substitute classroom shall be a breach of the Agreement. If the Premises is not available for two (2) consecutive classes then the University shall have the right to terminate the Agreement upon five (5) days' notice.
9. **Termination at School Premises:** With respect to Cohort students, notwithstanding the above, the parties agree that unless mutually agreed upon otherwise, University may complete the current course at the Premises. For the purposes of this Agreement, "current courses" are courses that have met for at least two sessions and for which grades or academic unit(s) have not been applied to individual employees' student records. Completion of courses is the provision of all scheduled class sessions and the assignment of individual students' grades and recording of individual students' academic units.
10. **Class Scheduling at School Premises:** A University representative will work with School to determine a course schedule (night of week and program start date) that meets the needs of School's employees enrolled. Once a course schedule is established (i.e. Monday night classes beginning 00/00/00 from 6:00 to 10:00 p.m.) both parties agree to maintain a consistent schedule to enable students to balance family life between work and school thus facilitating student success. Any temporary change(s) in course schedule, such as a weeknight change due to a holiday, must meet University policy standards within the same week, be agreed upon by all School's employees enrolled in the course, and documented with a change of schedule form approved by the University Director of Academic Affairs.
11. **Indemnification:** School agrees to defend, indemnify and hold harmless University, its affiliates and related entities, and their respective directors, officers, employees, shareholders and agents and all of their respective successors and permitted assigns ("University Indemnified Parties"), from and against any and all suits, claims, actions, causes of actions, liabilities, losses, damage to property or for injury to or death of any person, costs and expenses (including, but not limited to, interest, penalties, reasonable attorneys' fees, and other expenses of litigation) asserted by a third party against the University Indemnified Parties arising out of or from, or alleged to have arisen from School's negligent acts or omissions regarding the Premises. University shall defend, indemnify and hold the Institution harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Collaboration Agreement Between Rancho Santiago Community College District and the Regents of the University of California	
Action:	Request for Approval	

BACKGROUND

This is a Collaboration Agreement Between Rancho Santiago Community College District and the Regents of the University of California, on behalf of its Irvine, California, campus, to provide for a UCI/Rancho Santiago Community College District Joint Graduate Student/Faculty Internship Program.

ANALYSIS

This Collaboration Agreement Between Rancho Santiago Community College District and the Regents of the University of California allows for interns from the University of California students to have the opportunity to learn about faculty life, governance and teaching at a community college by partnering with a California Community College faculty member. The Collaboration Agreement Between Rancho Santiago Community College District and the Regents of the University of California covers the scope of program operations, as well as other issues relating to responsibilities for both parties. The Collaboration Agreement Between Rancho Santiago Community College District and the Regents of the University of California has been reviewed by district and college staff. The Collaboration Agreement Between Rancho Santiago Community College District and the Regents of the University of California carries costs by the Regents of University of California for \$14,000 annually for three (3) years, totaling \$42,000.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Collaboration Agreement Between Rancho Santiago Community College District and the Regents of the University of California, on behalf of its Irvine, California, campus, as presented.

Fiscal Impact:	Revenue - \$42,000 total; \$14,000 annual	Board Date: June 17, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**COLLABORATION AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This agreement (“Agreement”) is entered into this 1st day of July, 2019 by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Irvine campus (“University”) and RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, on behalf of Santa Ana College (“Collaborator”), “University and “Collaborator” will collectively be referred to as the Parties and agree as follows:

1. SCOPE OF PROGRAM

The scope of program that is subject to this agreement is attached hereto as **Exhibit A**, and entitled “UCI/Santa Ana College Joint Graduate Student/Faculty Internship Program” (“Program”). The Dean of UCI’s Graduate Division will be the University’s Program Director and shall be responsible for the direction of all efforts hereunder in accordance with applicable *University* policies. Rebecca Miller, Interim Dean of Science, Math, and Health Sciences, at Santa Ana College shall be responsible for the direction of all effort at Collaborator’s institution.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement will be annually from July 1, 2019 through June 30, 2022 unless extended by mutual written agreement.

3. TOTAL ESTIMATED COST

The total cost to the *University* for Performance of this Agreement will not exceed \$42,000 (\$14,000 annually) and shall be determined in accordance with the budget, attached hereto as **Exhibit B**. If at any time *Collaborator* has reason to believe that the cost of the program will be greater than estimated, *Collaborator* shall notify *University* in writing to that effect, giving a revised budget of the cost to compete the Program. *University* will not be obligated to reimburse *Collaborator* for the costs incurred in excess of the amount referenced above unless and until *University* has notified *Collaborator* in writing that additional funds will be provided.

4. PAYMENT AND BILLING

The *University* shall make annual payments to the *Collaborator* upon receipt of the *Collaborator’s* properly completed invoice. The *University* will not be obligated to pay any invoice where total payments would result in a cumulative payment in excess of the limitations imposed by Article 3. *Collaborator* shall submit an invoice as follows:

1. In triplicate (an original and two copies);
2. Referencing the agreement number; and,
3. Providing detail of expenditure in accordance with the budget categories listed,

4. Addressed to: University of California, Irvine
c/o Andrea Bannigan
120 Aldrich Hall
Irvine, CA 92697-3180

5. Send Payment to: Rebecca Miller
Santa Ana College
1530 West 17th Street
Russell Hall, Room 213
Santa Ana, CA 92706-3398

6. Checks Payable to: RSCCD

Prior to May 31 of each year this agreement is in force, *Collaborator* shall submit to *University* a report of all expenditures incurred under this agreement. Report shall include funds received to date, expenditures to date, anticipated expenditures for the remaining months of the agreement, and remaining balance, if any. *University* will consider expenditures during budget negotiations for subsequent support under this agreement.

Collaborator shall also submit to *University* a comprehensive final financial report within ninety (90) days of termination of the program. Report shall include funds received to date, expenditures to date, and remaining balance, if any.

5. ADVERTISING AND PUBLICITY

Neither the *University* nor the *Collaborator* shall use the name of the other, either expressly or by implication, in any advertisement, press release or publicity without the expressed written approval of the other party to this agreement.

6. INDEMNIFICATION

Collaborator agrees to defend, indemnify and hold *University*, its officers, employees and agents, harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of *Collaborator*, its officers, agents, or employees.

University agrees to defend, indemnify and hold *Collaborator*, its officers, employees and agents, harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of *University*, its officers, agents, or employees.

University understands and agrees that *University* and all *University's* employees, interns, agents, representatives, and assignees are not employees of the *Collaborator* and are not entitled to benefits of any kind or nature normally provided to employees of the *Collaborator* or to which *Collaborator's* employees are usually entitled including, but not limited to, state employment compensation or workmen's compensation.

7. INSURANCE

A. *Collaborator*, at its sole cost and expense, shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows:

1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

- a) Each Occurrence \$1,000,000
- b) General Aggregate (Not applicable to the Comprehensive form)
\$1,000,000

Such insurance shall be written on an occurrence-based form. Claims-made policies will not be accepted.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (REQUIRED ONLY IF THE CONTRACTOR DRIVES ON THE UNIVERSITY

PREMISES IN THE COURSE OF PERFORMING WORK OR
TRANSPORTATION IS PART OF THE CONTRACTED SERVICES HEREIN.)

3. Professional Liability Insurance with a limit of \$1,000,000 per occurrence. If this insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
4. Workers' Compensation and Employers Liability Insurance in a form and amount covering *Collaborator* full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of *University* and *Collaborator* against other insurable risks relating to performance.

It should be expressly understood, however, that the coverage and limits referred to under a., b., and c. above shall not in any way limit the liability of *Collaborator*. The coverages referred under (1), of this Section A, shall be endorsed to include *University* as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of *Collaborator*, its officers, agents, or employees. *Collaborator* upon the execution of this Agreement shall furnish *University* with Certificates of Insurance evidencing compliance with all requirements. *Collaborator* shall provide advance written notice to *University* of any modification, change or cancellation of any of the above insurance coverages.

- B. *University* at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:
1. General Liability Insurance Program with limits as follows:
 - a) Each Occurrence \$1,000,000
 - b) General Aggregate \$1,000,000
 2. Workers' Compensation and Employers Liability equivalent Insurance Program covering *University's* full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of *Collaborator* and *University* against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section B. (1), (2) and (3) shall not in any way limit the liability of *University*. The coverages referred to under (1), of this Section B. shall be endorsed to include *Collaborator* as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of *University*, its officers, agents, employees. *University* upon the execution of this Agreement shall furnish *Collaborator* with Certificates of Self-Insurance evidencing compliance with all requirements. *University* shall provide advance written notice to *Collaborator* of any modification, change or cancellation of any of the above insurance coverages.

8. NON-DISCRIMINATION

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of ethnicity, religion, sex, national origin, ancestry, age or physical handicap.

9. NOTICE

Whenever any notice is to be given hereunder, it will be in writing and will be deemed received, if delivered by courier on a business day, on the day delivered, or on the second

business day following mailing, if sent by first-class or registered mail, postage prepaid, to the following address:

University: University of California, Irvine
Sponsored Project Administration
300 University Towers
4199 Campus Drive – Ste. 300
Irvine, CA 92697-7600

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

Collaborator: Santa Ana College
Rebecca Miller
Santa Ana College
1530 West 17th Street
Russell Hall, Room 103
Santa Ana, CA 92706-3398

- 10. TERMINATION
University or *Collaborator* may terminate this Agreement upon giving thirty (30) days prior written notice to the other party. Upon receipt of such notice of termination, *Collaborator* shall exert its reasonable efforts to limit or terminate any outstanding financial commitments for which *University* is to be liable. *University* shall reimburse *Collaborator* for all costs incurred by it for the Program through the date of termination. However, *University* will not be liable for any costs that cumulatively exceed the amount referenced in Article 3.
- 11. APPLICABLE LAW
The laws of the State of California will govern this Agreement.
- 12. ENTIRE AGREEMENT
This Agreement represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____
Peter J. Hardash

Title: Vice Provost-Dean of the UCI Graduate Division

Title: Vice-Chancellor, Business/Fiscal Services

Date: _____

Date: _____

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: _____

Title: _____

Department: Procurement Services

Date: _____

UCI/RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT JOINT GRADUATE STUDENT/FACULTY INTERNSHIP PROGRAM

**2019 – 2022 July 1, 2019 – June 30, 2022
2019- 2022 GOALS AND CONTRACT**

The purpose of this internship to provide interns with the opportunity to learn about faculty life, governance, and teaching at a community college by partnering with a California Community College faculty member. The partner's role is to provide guidance, support, and information that will help the intern to better assess her or his interest in and suitability for a position at a community college. Together, the faculty partner and student intern have the opportunity to exchange information and expertise from their respective experiences that will hopefully enhance the professional lives of both parties.

Specific Outcomes:

As demonstrated through practice teaching, mock interviews, and presentations in US 390C, interns will...

- demonstrate their knowledge and understanding of the host institution's student demographics, admissions guidelines, and faculty demographics.
- demonstrate an understanding of the specific needs of the host institution's students.
- demonstrate an understanding of the history and political make-up of the California Community Colleges as well as the host institution.
- demonstrate an understanding of the host institution's organizational structure.
- be able to successfully register with the California Community College Registry
- practice effective interviewing, observation, and facilitative feedback skills.
- successfully negotiate time commitments, responsibilities, and duties with the partner.
- successfully communicate with and resolve conflicts with the program facilitators as needed.
- demonstrate an understanding of successful job search, interview, and negotiation skills for employment at a community college,
- demonstrate an understanding of the time commitments and responsibilities of a community college faculty member.
- effectively teach a lesson or lessons in a community college classroom.
- successfully integrate her or his experiences at the community college into a coherent Statement of Teaching Philosophy, if applicable.

During the internship period, the intern will have the opportunity to participate in a variety of opportunities to learn faculty life, governance, and teaching at a community college:

Types of Experiences/Activities:

Faculty Interview: The intern will meet with the faculty partner(s) so they can get to know one another. The intern may interview the faculty member about his or her educational and professional background, as well as the faculty member's history at the host institution. The internship will also canvas the member to learn about his or her assessment of being a faculty

member at a community college, and get an overview of the types of responsibilities the faculty member has (i.e., teaching, advising, committee work, service, grants, research, etc.).

Divisional Dean Interview: Ideally, the intern should meet with a Division dean to learn about hiring practices and faculty life at the community colleges.

Department and/or Divisional Curriculum Meeting: Ideally, the intern should have the opportunity to sit in on a department faculty meeting, preferably one dealing with curriculum, assessment, &/ or hiring.

Senate Meeting: Ideally, to gain a better understanding of the service role faculty play and community college governance, the intern should have the opportunity to sit in with the mentor on at least one Senate committee meeting.

Classroom Observation: In preparation for teaching, the intern should have the opportunity to observe multiple classes (number to be determined between the mentor and intern), preferably ones on a topic the intern might teach in the future. The intern should meet with the faculty member before the observations to determine the learning goals and to determine whether the faculty member would like any feedback based on the intern's observations. After the observations, the intern and mentor should meet to discuss how the class went and how the intern might teach the classes in the future.

Teaching: The intern should have the opportunity to teach at least two class sessions, including online sections, as warranted. To adequately prepare lessons for online instruction, the intern will need at least student level access to online sections of their assigned mentor. The intern should meet ahead of time with the mentor to discuss the learning goals and teaching methods, The mentor should observe the class and give the intern feedback.

Feedback: In addition to informal feedback, at the end of fall and winter/spring internships, the faculty partner will provide written feedback to program and intern. (It is assumed that if there are any problems with the internship these will be brought to the program facilitators' attention, as well as the intern's, long before it is time to complete the end-of-internship feedback.) The intern will also complete an end-of-internship written evaluation at the end of fall and spring.

Exhibit B

**UCI/ RANCHO SANTIAGO COMMUNITY COLLEGE JOINT
GRADUATE STUDENT/FACULTY INTERNSHIP PROGRAM**

2019 – 2022
July 1, 2019 – June 30, 2022
ANNUAL BUDGET

College Coordinator	\$ 1,500
College Business Expenses	1,000
College Mentors (\$1000.00 per student intern)	\$11,500
ANNUAL MAXIMUM TOTAL	<u>\$14,000.00</u>

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between Alpine Tutoring and RSCCD on behalf of Santa Ana College & Santiago Canyon College Community Services Programs	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College & Santiago Canyon College Community Services Programs will partner with Alpine Tutoring to offer classes to both children and adults. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between Alpine Tutoring and RSCCD on behalf of Santa Ana College & Santiago Canyon College - Community Services Programs.

Fiscal Impact:	\$20,000 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education and Jose Vargas, Vice President, Santiago Canyon College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College John C. Hernandez, Ph.D., President, Santiago Canyon College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and Alpine Tutoring, having its principal business address located at 2913 El Camino Real #602, Tustin, CA 92782 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of

cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an

operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santa Ana College Community Services Program
1530 W 17th St., #S203 Santa Ana, CA 92706-3398

Santiago Canyon College Community Services Program
8045 E. Chapman Ave # U83 Orange, CA 92869-4512

Contractor: Alpine Tutoring/Melissa Pritchard
2913 EL Camino Real #602
Tusin, CA 92782

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Melissa Pritchard

Print Title: Community Services Contractor

Date: 5/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Melissa Pritchard of Alpine Tutoring will schedule instructors, expert in their field teaching courses to both children, ages 5 -17 and Adults. Such courses include but not limited to: Language Arts, Mathematics, Writing, Cooking, SAT and Study Skills.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: The Contractor will be paid an hourly rate based on a sliding scale of \$35.00 per hour for 5 – 10 students enrolled; \$40.00 per hour for 11 – 15 students enrolled; \$45.00 per hour for 16 or more students enrolled, upon completion of each course for which this agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between AUMT Institute and RSCCD on behalf of Santa Ana College - Community Services Program	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College Community Services Program will partner with AUMT Institute to offer Phlebotomy training. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between AUMT Institute and RSCCD on behalf of Santa Ana College - Community Services Program.

Fiscal Impact:	\$10,000 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and AUMT, having its principal business address located at 20300 S Vermont Av #105 Torrance, CA 90502 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter

- by giving a written notice of termination.
- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
 - D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
 - E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no

right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital

education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District
Santa Ana College Community Services Program
1530 W 17th St
Santa Ana, CA 92706

Contractor: Samantha Torres
20300 S Vermont Ave #105
Torrance, CA 90502

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.

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

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

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

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with

this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Samantha Torres

Print Title: Community Services Contractor

Date: 5/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Samantha Torres, with AUMT, an expert in the field of Phlebotomy, schedules instructors to teach How to Become a Certified Phlebotomy Technician. This course provides a complete training with 48 hours of classroom instruction and 40-hour hands-on externship preparing students to take a National Certification exam to become a CPT1.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.
Class fee: \$2000

Pay Rate: Santa Ana College will be paid \$500 per student enrolled in each course. This shall constitute AUMT Institute's financial obligation responsibilities to Santa Ana College Community Services; pursuant to this agreement. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. Contractor is responsible for its own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between Bricks 4 Kidz and RSCCD on behalf of Santa Ana College & Santiago Canyon College Community Services Programs	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College & Santiago Canyon College Community Services Programs will partner with Bricks 4 Kidz to offer classes to children. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between Bricks 4 Kidz and RSCCD on behalf of Santa Ana College & Santiago Canyon College - Community Services Programs.

Fiscal Impact:	\$5,000 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education and Jose Vargas, Vice President, Santiago Canyon College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College John C. Hernandez, Ph.D., President, Santiago Canyon College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and Bricks 4 Kidz, having its principal business address located at 424 S Cooks Corner Anaheim Hills, CA 92808 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of

cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an

operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santa Ana College Community Services Program
1530 W 17th St., #S203 Santa Ana, CA 92706-3398

Santiago Canyon College Community Services Program
8045 E. Chapman Ave # U83 Orange, CA 92869-4512

Contractor: Bricks 4 Kidz
424 S Cooks Corner
Anaheim Hills, CA 92808

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Toshiko Vu

Print Title: Community Services Contractor

Date: 5/8/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Toshiko Vu with Bricks 4 Kidz will schedule instructors, expert in their field, to teach courses to children, ages 5-12 in Lego Design and Engineering, Motorized and Remote Control, and Mine Crafting.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: The Contractor pay is up to \$104.00 per student depending on class type and student enrollment, upon completion of each course for which this agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between Dog Dealers, Inc. dba Dog Services Unlimited and RSCCD on behalf of Santa Ana College & Santiago Canyon College Community Services Programs	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College & Santiago Canyon College Community Services Programs will partner with Dog Dealers, Inc. dba Dog Services Unlimited to offer dog training. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between Dog Dealers, Inc. dba Dog Services Unlimited and RSCCD on behalf of Santa Ana College & Santiago Canyon College - Community Services Programs.

Fiscal Impact:	\$2,500 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education and Jose Vargas, Vice President, Santiago Canyon College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College John C. Hernandez, Ph.D., President, Santiago Canyon College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and Dog Services Unlimited, having its principal business address located at 12602 Willis Ln, Santa Ana, CA 92705 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of

cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an

operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santa Ana College Community Services Program
1530 W 17th St., #S203 Santa Ana, CA 92706-3398

Santiago Canyon College Community Services Program
8045 E. Chapman Ave # U83 Orange, CA 92869-4512

Contractor: **Dog Services Unlimited/Patty Thurner**
12602 S Willis Ln
Santa Ana, CA 92705

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Patty Thurner

Print Title: Community Services Contractor

Date: 5/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Patty Thurner with Dog Services Unlimited schedules instructors, expert in their field for dog training courses.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: A 4% administrative fee deducted from the gross income prior to the standard split of 50/50, with 50% of the net income payable to the Contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. Contractors are responsible for their own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between Dragonfly Shops & Gardens and RSCCD on behalf of Santa Ana College - Community Services Program	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College Community Services Program will partner with Dragonfly Shops & Gardens offers Arts & Crafts workshops. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between Dragonfly Shops & Gardens and RSCCD on behalf of Santa Ana College - Community Services Program.

Fiscal Impact:	\$650 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and Dragonfly Shops & Gardens, having its principal business address located at 260 N Glassell St Orange, CA 92866 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

X 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:

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- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of

cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an

operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District
Santa Ana College Community Services Program
1530 W 17th St
Santa Ana, CA 92706

Contractor: Nancy Beth Davidson
260 N Glassell St
Orange, CA 92866

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months

preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Nancy Beth Davidson

Print Title: Community Services Contractor

Date: 5/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Nancy Beth Davidson teaches as well as schedules instructors, expert in their fields to teach various Arts and Crafts workshops including but not limited to: Container Gardening, Mosaic Tiling, Wind Chimes, Sun Catchers, Metal Stamping, Macramé and various wall décor.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: A 1/3 split of the net income payable to the contractor less payroll deductions, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. Contractors are responsible for their own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between The Dance Centre/Westrin Dance Center and RSCCD on behalf of Santa Ana College & Santiago Canyon College Community Services Programs	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College & Santiago Canyon College Community Services Programs will partner with The Dance Centre/Westrin Dance Center to teach various dance classes to both children and adults. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between The Dance Centre/Westrin Dance Center and RSCCD on behalf of Santa Ana College & Santiago Canyon College - Community Services Programs.

Fiscal Impact:	\$2,000 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education and Jose Vargas, Vice President, Santiago Canyon College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College John C. Hernandez, Ph.D., President, Santiago Canyon College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and The Dance Centre DBA Westrin Dance, having its principal business address located at 1899 N Tustin, Orange, CA 92808 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of

cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an

operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santa Ana College Community Services Program
1530 W 17th St., #S203 Santa Ana, CA 92706-3398

Santiago Canyon College Community Services Program
8045 E. Chapman Ave # U83 Orange, CA 92869-4512

Contractor: Eugenia Estrin/Westrin Dance LLC
1899 N Tustin
Orange, CA 92865

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Eugenia Estrin

Print Title: Community Services Contractor

Date: 5/8/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Eugenia Estrin with The Dance Centre DBA Westrin Dance teaches and schedules instructors, expert in their field, to teach various dancing classes to adults and children.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: Pay Rate: The instructor pay is the standard split of 50/50, with 50% of the net income payable to the contractor less payroll deductions, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. Contractor is responsible for own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between Authoritax and RSCCD on behalf of Santa Ana College - Community Services Program	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College Community Services Program will partner with Authoritax to offer classes on tax perspectives with AirBNB rental properties. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024. July1, 2019 through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between Authoritax and RSCCD on behalf of Santa Ana College - Community Services Program.

Fiscal Impact:	\$750 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and Authority, having its principal business address located at 23861 El Toro Rd #701, Lake Forest, CA 92650 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

X Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of

cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an

operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District
Santa Ana College Community Services Program
1530 W 17th St
Santa Ana, CA 92706

Contractor: Dean Ferraro
23861 El Toro R #701
Lake Forest, CA 92650

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months

preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Dean Ferraro

Print Title: Community Services Contractor

Date: 5/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Dean Ferraro with Authoritax, an expert in the field of finance will be teaching tax perspectives with AirBNB rental property. Topics covered: record keeping, automating processes, managing & tracking assets, and inventory. Federal tax code changes, how to setup an AirBNB, minimize identity theft and keeping property in compliance with state, county and local rental laws, will be discussed.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: A 6% administrative fee will be deducted from the gross income prior to the standard split of 40/60, with 40% of the net income payable to the Contractor less payroll deductions, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of test, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. Contractors are responsible for their own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between Real Estate on Demand and RSCCD on behalf of Santa Ana College - Community Services Program	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College Community Services Program will partner with Real Estate on Demand to offer Real Estate courses. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between Real Estate on Demand and RSCCD on behalf of Santa Ana College - Community Services Program.

Fiscal Impact:	\$550 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and Real Estate on Demand, having its principal business address located at 17306 Walnut St., Fountain Valley, CA 92708 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation
District and Contractor also referred to collectively as the “Parties” and individually as “Party.”

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter

- by giving a written notice of termination.
- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
 - D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
 - E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no

right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital

education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District
Santa Ana College Community Services Program
1530 W 17th St
Santa Ana, CA 92706

Contractor: **Sandy Flores/Real Estate on Demand**
17306 Walnut Ave
Fountain Valley, CA 92708

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with

this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Sandy Flores

Print Title: Community Services Contractor

Date: 5/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Sandy Flores, an expert in the field of Real Estate will be teaching Real Estate courses: Fix & Flip, Securing Home Loans, Low Down Payment Plans and more. Topics discussed: qualifying, choosing the best home and loan, refinancing, rates, closing costs, down payments and more.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: A 6% administrative fee deducted from the gross income prior to the standard split of 40/60, with 40% of the net income payable to the Contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid to them from the District. Contractors are responsible for their own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between IncrediFlix, Inc. and RSCCD on behalf of Santa Ana College & Santiago Canyon College Community Services Programs	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College & Santiago Canyon College Community Services Programs will partner with IncrediFlix, Inc. to offer classes to children. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between IncrediFlix, Inc. and RSCCD on behalf of Santa Ana College & Santiago Canyon College - Community Services Programs.

Fiscal Impact:	\$2,500 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education and Jose Vargas, Vice President, Santiago Canyon College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College John C. Hernandez, Ph.D., President, Santiago Canyon College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and Incrediflix, having its principal business address located at 1126 N Grand, Orange, CA 92867 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter

- by giving a written notice of termination.
- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
 - D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
 - E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no

right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital

education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santa Ana College Community Services Program
1530 W 17th St., #S203 Santa Ana, CA 92706-3398

Santiago Canyon College Community Services Program
8045 E. Chapman Ave # U83 Orange, CA 92869-4512

Contractor: Tobin Felfe/Incrediflix
1126 N Grand
Orange, CA 92867

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

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

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

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

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

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

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

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

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

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

Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

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

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Tobin Felfe

Print Title: Community Services Contractor

Date: 5/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Tobin Felfe, owner of Incrediflix, schedules instructors, expert in their field, to teach Lego Building, Animation and Movie Making classes to children, ages 7 – 12.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: Pay Rate: The Contactor pay is up to \$190.00 per student depending on class type and student enrollment, upon completion of each course for which this agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between Financial Growth Inc. and RSCCD on behalf of Santa Ana College - Community Services Program	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College Community Services Program will partner with Financial Growth, Inc. offers Financial and Investment courses. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between Financial Growth, Inc. and RSCCD on behalf of Santa Ana College - Community Services Program.

Fiscal Impact:	\$1,500 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and Financial Growth Management Inc., having its principal business address located at 17871 Santiago Bl #224, Villa Park, CA 92861 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation
District and Contractor also referred to collectively as the “Parties” and individually as “Party.”

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter

- by giving a written notice of termination.
- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
 - D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
 - E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no

right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital

education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District
Santa Ana College Community Services Program
1530 W 17th St
Santa Ana, CA 92706

Contractor: Jason Micheli
17871 Santiago Bl #224
Villa Park, CA 92861

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.

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with

this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Jason Micheli

Print Title: Community Services Contractor

Date: 5/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Jason Micheli with Financial Growth Management Inc, an expert in the field of Finance will be teaching Investing courses. Students will learn types of investments and bonds, compound interest, inflation, risks vs. returns, mutual funds and more.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: A 6% administrative fee deducted from the gross income prior to the standard split of 40/60, with 40% of the net income payable to the Contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid to them over \$600 from the District. Contractors are responsible for their own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between Shakespeare Orange County Open Air Theater, Inc. and RSCCD on behalf of Santa Ana College - Community Services Program	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College Community Services Program will partner with Shakespeare Orange County Open Air Theater, Inc. offers Acting classes to both children and adults. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between Shakespeare Orange County Open Air Theater, Inc. and RSCCD on behalf of Santa Ana College - Community Services Program.

Fiscal Impact:	\$3,000 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and Shakespeare Orange County, having its principal business address located at 9095 Central Ave #11C., Garden Grove, CA 92844 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation
District and Contractor also referred to collectively as the “Parties” and individually as “Party.”

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter

- by giving a written notice of termination.
- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
 - D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
 - E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no

right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital

education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District
Santa Ana College Community Services Program
1530 W 17th St
Santa Ana, CA 92706

Contractor: **John Walcutt/Shakespeare Orange County**
9095 Central Ave #11C
Garden Grove, CA 92844

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with

this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: John Walcutt

Print Title: Community Services Contractor

Date: 5/8/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

John Walcutt, Artistic Director of Shakespeare Orange County will be teaching and scheduling professional actors, expert in their field, to teach acting classes to children, ages 8 – 17 and to adults.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: The instructor pay is the standard split of 50/50, with 50% of the net income payable to the contractor less payroll deductions, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. Contractor is responsible for own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between Such A Voice, LLC and RSCCD on behalf of Santa Ana College - Community Services Program	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College Community Services Program will partner with Such A Voice, LLC offers Voice-Over training. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between Such A Voice, LLC and RSCCD on behalf of Santa Ana College - Community Services Program.

Fiscal Impact:	\$750 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and Such A Voice, LLC. having its principal business address located at 150 Dorset St #245, South Burlington, VT 05403 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation
District and Contractor also referred to collectively as the “Parties” and individually as “Party.”

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter

- by giving a written notice of termination.
- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
 - D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
 - E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no

right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital

education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District
Santa Ana College Community Services Program
1530 W 17th St
Santa Ana, CA 92706

Contractor: Lisa Levine/Such A Voice
150 Dorset St #245
South Burlington, VT 05403

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with

this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Lisa Levine

Print Title: Community Services Contractor

Date: 5/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Lisa Levine with Such A Voice, LLC., an expert in the field of Entertainment, schedules instructors to teach a Voice Overs class. This class shows students how to use their speaking voices for commercials, film, and video. Career and business opportunities also discussed.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: A 6% administrative fee deducted from the gross income prior to the standard split of 40/60, with 40% of the net income payable to the Contractor, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid to them over \$600 from the District. Contractors are responsible for their own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between Workshops On Wellness and RSCCD on behalf of Santa Ana College & Santiago Canyon College Community Services Programs	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College & Santiago Canyon College Community Services Programs will partner with Workshops On Wellness to offer health and safety workshops. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between Workshops On Wellness and RSCCD on behalf of Santa Ana College & Santiago Canyon College - Community Services Programs.

Fiscal Impact:	\$4,000 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education and Jose Vargas, Vice President, Santiago Canyon College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College John C. Hernandez, Ph.D., President, Santiago Canyon College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and Workshops On Wellness, having its principal business address located at 21257 Sugarbush Circle, Robinson Ranch, CA 92679 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

X Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
 - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of

cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an

operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District

Santa Ana College Community Services Program
1530 W 17th St., #S203 Santa Ana, CA 92706-3398

Santiago Canyon College Community Services Program
8045 E. Chapman Ave # U83 Orange, CA 92869-4512

Contractor: **Workshops On Wellness/Sabrina Bradley**
121257 Sugarbush Cir
Robinson Ranch, CA 92679

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Sabrina Bradley

Print Title: Community Services Contractor

Date: 5/1/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Sabrina Bradley, with Workshops On Wellness, expert in her field teaches CPR & First Aid workshops. These courses are OSHA approved and students will receive a 2-year certification.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: A 6% administrative fee deducted from the gross income prior to the standard split of 40/60, with 40% of the net income payable to the contractor less payroll deductions, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of test, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. Contractors are responsible for their own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement between Mad Science of West Orange County and RSCCD on behalf of Santa Ana College - Community Services Program	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College Community Services Program will partner with Mad Science of West Orange County to offer Science, Robotics and Aerodynamic classes. The term of this agreement will be effective from the day of execution of the agreement through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the professional services agreement between Mad Science of West Orange County and RSCCD on behalf of Santa Ana College - Community Services Program.

Fiscal Impact:	\$2,500 annually (estimated net income after expenses)	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy, Ed.D, Vice President, Santa Ana College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., 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 and Mad Science of West Orange County, having its principal business address located at 3501 W Moore #J Santa Ana., CA 92704 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

X Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation
District and Contractor 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:

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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.
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- by giving a written notice of termination.
- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$15,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
 - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
 - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
 - D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
 - E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no

right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital

education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District
Santa Ana College Community Services Program
1530 W 17th St
Santa Ana, CA 92706

Contractor: **Jay Broderick/Mad Science of West Orange County**
3501 W Moore Ave #J
Santa Ana, CA 92704

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

34. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with

this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Jay Broderick

Print Title: Community Services Contractor

Date: 5/8/2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

COURSE DESCRIPTION:

Jay Broderick, Owner of Mad Science of West Orange County will be scheduling instructors, expert in their field, to teach Forensics, Chemistry, Aerodynamics & Motion, and Robots 101 to children, ages 5 – 12.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: The pay rate of \$84.50 per student is payable to the contractor less payroll deductions, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., may be deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. Contractor is responsible for own taxes.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Amendment for Santa Ana College Community Services Program Revenue Contract MA-026-15010828A	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers classes that are of special interest or those designed for a specific audience or need. They are not for credit, usually shorter in duration than credit classes, and do not require lengthy preparation or rigorous testing. The Community Services Program offers court mandated classes to individuals referred by the District Attorney and ordered by the courts to complete a 6 hour deferred entry of judgment course.

ANALYSIS

The Santa Ana College Community Services Program is an approved referral site for participants to attend behavioral modification diversion classes. Since the inception of these court mandated courses, fees have not increased. Effective May 15, 2019 the Orange County District Attorney increased class fees by \$35. The Community Services Program will collect \$295 from participants ordered to attend a court mandated class. The District Attorney will receive \$110 and the balance of fees will continue to pay for instructor and program operating costs.

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached Amendment for Revenue Contract MA-026-15010828A between County of Orange District Attorney and Rancho Santiago Community College District on behalf of Santa Ana College Community Services Program.

Fiscal Impact:	None	Board Date: June 17, 2019
Prepared by:	Lithia Williams, Community Services Program Coordinator II James Kennedy Ed.D, Vice President Santa Ana College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	



**AMENDMENT NUMBER ONE
CONTRACT MA-026-15010828
FOR COLLECTION OF DNA FEES
BETWEEN
COUNTY OF ORANGE
FOR THE OFFICE OF THE DISTRICT ATTORNEY
AND RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF SANTA ANA COLLEGE**

This Amendment Number One (hereinafter "Amendment One") to Contract MA-026-15010828 for Collection of DNA Fees is made and entered into as of the date fully executed by and between Rancho Santiago Community College District on behalf of Santa Ana College with a place of business at 1530 W. 17th Street, Suite S203, Santa Ana, CA 92706 (hereinafter "Contractor"); and the County of Orange, a political subdivision of the State of California (hereinafter "County"), for the Office of the District Attorney, which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

WHEREAS, County and Contractor entered into Contract MA-026-15010828 (hereinafter "Contract MA-026-15010828") for Collection of DNA Fees; commencing on January 13, 2015, and expiring on January 12, 2020; and

WHEREAS, County desires to amend Contract MA-026-15010828 to increase the DNA Collection Fee from \$75 to \$110 per sample and continue receiving services, and Contractor agrees to continue providing services set forth in the Contract.

NOW THEREFORE, in consideration of the mutual obligation set forth herein, both County and Contractor agree as follows:

1. Attachment A, Background and Scope of Work, shall be amended and attached as Attachment A-1.
2. All other terms and conditions of Contract MA-026-15010828, except as amended herein shall remain unchanged, in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment One the date set forth opposite their signatures. Contractor shall provide two corporate signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Rancho Santiago Community College District on behalf of Santa Ana College

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

_____	_____
Signature	Date

_____	_____
Print Name	Title

_____	_____
Signature	Date

County of Orange, a political subdivision of the State of California

County Authorized Signature:

Victor Cumberland	Purchasing Manager
_____	_____
Print Name	Title

_____	_____
Signature	Date

ATTACHMENT A-1
SCOPE OF WORK

Background:

On April 9, 2019, the Board of Supervisors adopted the DNA Collection Fee Resolution establishing a \$110 fee paid by defendants to offset the costs related to the collection and processing of DNA samples.

Upon execution of this Amendment One, Contractor will collect the \$110 DNA Collection Fee.

Scope of Work:

1. Contractor shall collect a \$110 DNA Collection Fee in addition to set class fees from defendants in the DEJ Program.
2. Contractor shall forward OCDA the \$110 DNA Collection Fee for each defendant upon receipt of full payment by said defendant.
3. Contractor shall make monthly payments to OCDA with a check or via wire transfers to an account designated by OCDA. Check payments are to be made payable to "Orange County District Attorney" and mailed to the following address:

Office of the District Attorney
Attn: Financial Services Revenue Manager
Post Office Box 808
Santa Ana, CA 92702-0808

4. Contractor shall email monthly reports of payments made to OCDA's Financial Services Revenue Manager, Ana Roach, at Ana.Roach@da.ocgov.com. The reports shall be in Excel format and reference the following in separate cells: defendant's last name, defendant's first name, defendant's case number, OCDA referral number for the DNA Collection fee collected, and the \$110 OC DNA fee. A sample will be provided.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of the Addendum to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement	
Action:	Request for Approval	

BACKGROUND

This is an Addendum to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement, with Grand Canyon University, based in Phoenix, Arizona, a provider of undergraduate education for students pursuing careers in nursing education, to add a mid-entry point for students. This Addendum to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement allows Santa Ana College Nursing students to pursue an Associate Degree in Nursing degree and be enrolled in a Bachelor's Degree in Nursing program.

ANALYSIS

This Addendum to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement, allows for students to be enrolled in Santa Ana College's Nursing Program and the Grand Canyon University Nursing Program to pursue a Bachelor's Degree in Nursing once the prospective student has met Grand Canyon University's eligibility requirements. This Addendum to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement allows the Santa Ana College Nursing Program students to enter at the mid-entry point and pay \$250/credit unit for 18 Concurrent Enrollment Program credits. The Addendum to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement covers the coursework, as well as other issues relating to responsibilities for both parties. The Addendum to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement has been reviewed by District and college staff. The Addendum to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Addendum to the Grand Canyon University and Santa Ana College Concurrent Enrollment Program (CEP) Agreement with Grand Canyon University, based in Phoenix, Arizona, as presented.

Fiscal Impact:	None	Board Date: June 17, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President of Academic Affairs Rebecca Miller, MSN, Associate Dean of Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



GRAND CANYON UNIVERSITY™

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

This Addendum to the CEP Agreement between the Grand Canyon University and Rancho Santiago Community College District on behalf of Santa Ana College, dated December 10, 2018, serves as an acknowledgment that the below listed curriculum change is occurring in Santa Ana's pre-licensure nursing program. No change to the GCU Concurrent Enrollment Program course sequence is occurring as a result of the curriculum change but updated course walks are included in Exhibit A of this addendum.

Santa Ana College Nursing Department Curriculum Change Beginning in Fall 2019

Nursing Courses (Beginning Fall 2019)	Nursing Courses (Prior to Fall 2019)
First Semester, Fall 2019	
Fall 2019 Implement	Fall 2019 Phased out (not taught)
NRN 170, Pharmacological Concepts of Nursing (2.0 Units)	NRN 160, Introduction To Pharmacology (1.0 unit) NRN 162, Pharmacology (1.5 Units)
NRN 171, Principles of Nursing Practice and Simple Concepts (4.5 Units)	NRN 161, Principles of Nursing Practice (2 Units) NRN 163, Simple Concepts (3 Units)
NRN 171L, Principles of nursing Practice and Simple Concepts Lab (4.5 Units)	NRN 161L, Principles of Nursing Practice Lab (2.5 units) NRN 163L, Simple Concepts Lab (2.5 Units)
Second Semester, Spring 2020	
Spring 2020 Implement	Spring 2020 Phased out
NRN 172, Family Health and Illness Concepts (4.0 units)	NRN 164, Family Health Concepts (2 units) NRN 165, Health Illness Concepts (2.5 units)
NRN 172L, Family Health and Illness Concepts Lab (4.5 units)	NRN 164L, Family Health Concepts Lab (2 units) NRN 165L, Health Illness Concepts Lab (2.5 units)
Third Semester, Fall 2020	
Fall 2020 Implement	Fall 2020 Phased out
NRN 271, Mental Health and Acute Concepts (4.0 units)	NRN 261, Mental Health Concepts (1.5 units) NRN 262, Acute Concepts (3.0 units)
NRN 271L, Mental Health and Acute Concepts Lab (4.5 units)	NRN 261L, Mental Health Concepts Lab (1.5 units) NRN 262L, Acute Concepts lab (3.0 units)
Fourth Semester, Spring 2021	
Spring 2021 Implement	Spring 2021 Phased out
NRN 272, Complex Concepts (3.5 units)	NRN 263, Complex Concepts (3.5 units)
NRN 272L, Complex Concepts and Preceptorship Lab (4.5 units)	NRN 263L, Complex Concepts Lab (2.5 units) NRN 264, preceptorship Lab (2.5 units)

GRAND CANYON UNIVERSITY

By: _____

Print Name: Brian Roberts

Title: CAO

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

Print Name: Peter J. Hardash

Title: Vice Chancellor, Fiscal Services/
Business Operations

Date: _____

EXHIBIT A

**Santa Ana College and Grand Canyon University
ADN to BSN CEP – Fall Midpoint Entry**

Semester I	Fall	Credits
Nursing-Registered 160	Introduction to Pharmacology	1.0
Nursing-Registered 161	Principles of Nursing Practice	2.0
Nursing-Registered 161L	Principles of Nursing Practice Lab	2.5
Nursing-Registered 162	Pharmacological Concepts	1.5
Nursing-Registered 163	Simple Concepts	1.5
Nursing-Registered 163L	Simple Concepts Lab	2.5
Semester II	Spring	
Nursing-Registered 164	Family Health Concepts	2.0
Nursing-Registered 164L	Family Health Concepts Lab	2.0
Nursing-Registered 165	Health & Illness Concepts	2.5
Nursing-Registered 165L	Health & Illness Concepts Lab	2.5
Summer Break		
(GCU) NRS-430V	Professional Dynamics (online – 5 week course)	3
(GCU) NRS-429VN	Family-Centered Health Promotion (online – 5 week course)	3
Semester III	Fall	
Nursing-Registered 261	Mental Health Concepts	1.5
Nursing-Registered 261L	Mental Health Concepts Lab	1.5
Nursing-Registered 262	Acute Concepts	3.0
Nursing-Registered 262L	Acute Concepts Lab	3.0
Winter Break		
(GCU) NRS-434VN	Health Assessment (online – 5 week course)	3
Semester IV	Spring	
Nursing-Registered 263	Complex Concepts	3.5
Nursing-Registered 263L	Complex Concepts Lab	2.5
Nursing-Registered 264L	Preceptorship lab	2.5
Summer Break		
(GCU) NRS-428VN	Community and Public Health (online – 5 week course)	3
(GCU) NRS-410V	Pathophysiology & Nursing Management of Clients' Health (online -5 week course)	3
Graduate from Santa Ana College with ADN; Pass NCLEX-RN; Complete remaining BSN course requirements*		
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	3
(GCU) HLT-362V	Statistics (online – 5 week course)	3
(GCU) NRS-433V	Introduction to Nursing Research (online – 5 week course)	3
(GCU) NRS-451VN	Nursing Leadership & Management (online – 5 week course)	3
(GCU) NRS-440VN	Trends and Issues in Healthcare (online – 5 week course)	3
(GCU) NRS-493	Professional Capstone and Practicum (online – 10 week course)	6

***Total Credit Hours for Bachelor of Science in Nursing (BSN) Completion: 120 Credits**

General education coursework / requirements and elective credits may be taken at GCU or substituted through course equivalency. Students must have 120 total credit hours to graduate with a Bachelor of Science in Nursing at Grand Canyon University.

**Santa Ana College and Grand Canyon University
ADN to BSN CEP – Spring Midpoint Entry**

Semester I	Spring	Credits
Nursing-Registered 160	Introduction to Pharmacology	1.0
Nursing-Registered 161	Principles of Nursing Practice	2.0
Nursing-Registered 161L	Principles of Nursing Practice Lab	2.5
Nursing-Registered 162	Pharmacological Concepts	1.5
Nursing-Registered 163	Simple Concepts	1.5
Nursing-Registered 163L	Simple Concepts Lab	2.5
Semester II	Fall	
Nursing-Registered 164	Family Health Concepts	2.0
Nursing-Registered 164L	Family Health Concepts Lab	2.0
Nursing-Registered 165	Health & Illness Concepts	2.5
Nursing-Registered 165L	Health & Illness Concepts Lab	2.5
Winter Break		
(GCU) NRS-430V	Professional Dynamics (online – 5 week course)	3
Semester III	Spring	
Nursing-Registered 261	Mental Health Concepts	1.5
Nursing-Registered 261L	Mental Health Concepts Lab	1.5
Nursing-Registered 262	Acute Concepts	3.0
Nursing-Registered 262L	Acute Concepts Lab	3.0
Summer Break		
(GCU) NRS-429VN	Family-Centered Health Promotion (online – 5 week course)	3
(GCU) NRS-434VN	Health Assessment (online – 5 week course)	3
Semester IV	Fall	
Nursing-Registered 263	Complex Concepts	3.5
Nursing-Registered 263L	Complex Concepts Lab	2.5
Nursing-Registered 264L	Preceptorship lab	2.5
Winter Break		
(GCU) NRS-428VN	Community and Public Health (online – 5 week course)	3
(GCU) NRS-410V	Pathophysiology & Nursing Management of Clients' Health (online - 5 week course)	3
Graduate from Santa Ana College with ADN; Pass NCLEX-RN Complete remaining BSN course requirements*		
(GCU) PHI-413V	Ethical and Spiritual Decision-Making in Healthcare (online – 5 week course)	3
(GCU) HLT-362V	Statistics (online – 5 week course)	3
(GCU) NRS-433V	Introduction to Nursing Research (online – 5 week course)	3
(GCU) NRS-451VN	Nursing Leadership & Management (online – 5 week course)	3
(GCU) NRS-440VN	Trends and Issues in Healthcare (online – 5 week course)	3
(GCU) NRS-493	Professional Capstone and Practicum (online – 10 week course)	6

***Total Credit Hours for Bachelor of Science in Nursing (BSN) Completion: 120 Credits.**

General education coursework / requirements and elective credits may be taken at GCU or substituted through course equivalency. Students must have 120 total credit hours to graduate with a Bachelor of Science in Nursing at Grand Canyon University.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Proposed Revisions for the 2020 – 2021 Santa Ana College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2019. It includes new courses, course revisions, course deletions, and other curricula changes that are reflected in the catalog.

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: June 17, 2019
Prepared by:	Brian Sos, Ph.D., Chair of the Curriculum and Instruction Council Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: June 17, 2019

TO: Linda D. Rose, Ed.D., President of Santa Ana College

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

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

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

Santa Ana College's CIC is chaired by Dr. Brian Sos, Designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 16 faculty representatives (including the Chair of the Committee), an Articulation Officer, two Curriculum Specialists and a student representative.

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

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

Two (2) 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)

Four (4) programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and recommendations from state agencies.

NEW COURSES: (See Attachment #3)

Five (5) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES (See Attachment #4)

Seven (7) 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 #5)

Three (3) courses were deactivated because they were outdated and/or have not been offered in three (3) or more years.

DISTANCE EDUCATION OFFERINGS (See Attachment #6)

Seven (7) 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.

NEW PROGRAMS, DEGREES AND CERTIFICATES

Credit

None

Non-Credit

1. Digital Literacy for Office and Administrative Support Worker Certificate of Completion
2. Machinist Certificate of Completion

REVISED PROGRAMS, DEGREES AND CERTIFICATES

Credit

1. Speech-Language Pathology Assistant Degree

Non-Credit

2. Customer Service Representative Certificate of Completion
3. General Office Clerk Certificate of Completion
4. Secretary/Administrative Assistant Certificate of Completion

NEW COURSES

Credit

None

Non-Credit

1. Adult Basic Education 010, Money Matters: Financial Literacy
2. Vocational – Food 200, Line Cook Training
3. Vocational – Food 210, ServeSafe Food Protection Manager Certification Exam Preparation, Review, & Practice
4. Vocational Business 503, Digital Literacy for Real World Application – Tier 4
5. Vocational Business 680, Basic Machining Concepts and Operations

REVISED COURSES

Credit

1. Criminal Justice 148, Report Writing for Criminal Justice Personnel
2. Culinary Arts 299, Cooperative Work Experience Education
3. Kinesiology Professional 195, Student Athlete Success
4. Nutrition and Food 112, Food Service Nutrition
5. Pharmacy Technology 072B, Pharmacy Technology Externship Inpatient
6. Pharmacy Technology 072C, Pharmacy Technology Externship Sterile Products
7. Speech Language Pathology Assistant 170, Introduction to Phonetics

Non-Credit

None

DEACTIVATED COURSES

Credit

1. Entrepreneurship 108, Business Plans for Entrepreneurs
2. Entrepreneurship 109, Powerful Presentations
3. Entrepreneurship 174, Microsoft Dynamics for Business Planning and Management

Non-Credit

None

DISTANCE EDUCATION OFFERINGS

Credit

1. Computer Science 120, Introduction to Programming
2. Entrepreneurship 140, Fashion E-Commerce
3. Geography 101, Physical Geography
4. Kinesiology Professional 202, Introduction to Personal Training
5. Mathematics 204, Mathematical Concepts for Elementary School Teachers
6. Psychology 180, Introduction to Lifespan Psychology

Non-Credit

7. HS Subjects - Social Sciences 215, Introduction to Economics

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College
Academic Affairs**

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Proposed Revisions for the 2019-2020 Santiago Canyon College Catalog and/or 2019-2020 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 (CIC) to date this semester. It includes new courses, course revisions, course deletions, other curricula changes, and may include previous course submissions that have been approved that will be reflected in the college catalog addendum and/or 2019-2020 catalog.

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 2019-2020 Santiago Canyon College catalog and/or 2019-2020 Catalog Addendum as presented.

Fiscal Impact:	None	Board Date: June 17, 2019
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs, SCC Darlene Diaz, Chair, Curriculum and Instruction Council, SCC	
Submitted by:	John Hernandez, Ph.D., President, SCC	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: June 17, 2019

TO: John Hernandez, Ph.D., President of Santiago Canyon College

FROM: Darlene Diaz, Chair of the Curriculum and Instruction Council
Marilyn Flores, Ph.D., Vice President, Academic Affairs

RE: **PROPOSED REVISIONS FOR THE 2018-2019 CATALOG AND/OR 2019-2020 CATALOG ADDENDUM**

The following changes to the 2019-2020 college catalog 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 2019-2020 catalog are:

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A)

The following options within the local general education requirements were revised:

LOCAL (Plan A): Area E2: Communication/Analytical Thinking

- Removed Mathematics 160, Trigonometry

LOCAL (Plan A): Area F1: Lifelong Understanding and Self-Development

- Removed Mathematics 030, Coping with Math Anxiety

LOCAL (Plan A): Area G1: Mathematics Proficiency

- Removed Mathematics 160, Trigonometry

GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITY (Plan B)

The following options within the CSU general education requirements were revised:

CSU GE (Plan B): Area B4: Mathematics/Quantitative Reasoning

- Mathematics 160, Trigonometry

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C)

The following options within the UC and CSU general education requirements were revised: *NONE*

NEW PROGRAMS, DEGREES, AND CERTIFICATES

(See Attachment #1)

Three (3) new program control number 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)

Three (3) programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and recommendations from state agencies.

DEACTIVATED PROGRAMS, DEGREES, AND CERTIFICATES

(See Attachment #3)

No programs were deactivated.

NEW COURSES

(See Attachment #4)

Six (6) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES

(See Attachment #5)

Nineteen (19) 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 #6)

One (1) honor course revision was 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 #7)

Thirty-eight (38) courses were deactivated and two (2) courses were removed from educational plans.

DISTANCE EDUCATION OFFERINGS

(See Attachment #8)

Twenty (20) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. This course was 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

(See Attachment #9)

Zero (0) nondegree-applicable courses, which are not part of an approved educational program, as permissible by California Education Code §70900-70902 and California Code of Regulations §55002, were approved as stand-alone.

Cc: Michael DeCarbo, Academic Senate President, Santiago Canyon College
Marilyn Flores, Vice-President of Academic Affairs, Santiago Canyon College
Darlene Diaz, Chair of the Curriculum and Instruction Council, Santiago Canyon College
Syed Rizvi, Vice-President of Student Services, Santiago Canyon College
Jose Vargas, Vice-President of Continuing Education, Orange Education Center
Elizabeth Arteaga, Interim Dean of Business and Career Technical Education, Santiago Canyon College
Ruth Babeshoff, Dean of Counseling and Student Support Services, Santiago Canyon College
Aaron Voelcker, Dean of Institutional Effectiveness, Library & Learning Support, Santiago Canyon College
David Vakil, Dean of Arts, Humanities and Social Sciences, Santiago Canyon College
Martin Stringer, Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College
Linda Rose, 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

Behavior Technician, Certificate of Completion

Office Technology, Certificate of Completion

Working with Students with Disabilities, Certificate of Completion

REVISED PROGRAMS, DEGREES, AND CERTIFICATES

Credit

Biotechnology, A.S. Degree (32599)

Computer Science, A.S Degree (11903)

Liberal Arts: Mathematics and Sciences Associate of Arts (18318)

Noncredit

None

DEACTIVATED PROGRAMS, DEGREES, AND CERTIFICATES

Credit

None

Noncredit

None

NEW COURSES

Credit

None

Noncredit

Vocational Medical 080, Introduction to the Behavior Technician Program
Vocational Medical 081, Behavior Technician Certification Training
Workforce Preparation 016, Applying Math Skills on the Job
Workforce Preparation 018, Social Media and Online Safety in the Workplace
Workforce Preparation 102, Understanding Students with Disabilities
Workforce Preparation 103, Strategies for Instructing Students with Disabilities

REVISED COURSES

Credit

American Sign Language 110, American Sign Language I
American Sign Language 111, American Sign Language II
American Sign Language 210, American Sign Language III
Biology 139, Health Microbiology
English 213, Creative Writing
English 270, Children's Literature
Mathematics 086, Intermediate Algebra for Statistics and Liberal Arts
Mathematics 105, Mathematics for Liberal Arts Students
Mathematics 170, Pre-Calculus Mathematics
Mathematics 171, Precalculus and Trigonometry
Mathematics 219, Statistics and Probability

Noncredit

Older Adults 200, Health and Wellness
Older Adults 457, Music Arts for Older Adults
Workforce Preparation 001, Transition to Higher Learning
Workforce Preparation 006, Communication Skills for Successful Employment
Workforce Preparation 007, Social Skills and Necessary Etiquette
Workforce Preparation 011, Introduction to Handling Money
Workforce Preparation 012, Applying reading Skills on the Job
Workforce Preparation 013, Applying Writing Skills on the Job

HONORS COURSES

Credit

Math 219H, Honors Statistics and Probability

Noncredit

None

DEACTIVATED COURSES**Credit**

English N57, Sentence Skills Brushup
 English N58, English Fundamentals ALP
 English N59, Fundamentals of Reasoning and Writing
 English N60, Basics of Effective Writing
 English N70, English Foundations ALP
 English N90, English Writing Center I
 English N91, English Writing Center II
 English N92, Extended Composition Strategies
 English 061, Introduction to Composition
 Mathematics 030, Coping with Math Anxiety
 Mathematics 030L, Coping with Math Anxiety Math Lab
 Mathematics 070, Geometry
 Mathematics N55 or N60
 Mathematics 070L, Geometry Math Lab
 Mathematics 080L, Intermediate Algebra Math Lab
 Mathematics 086L, Intermediate Algebra for Statistics and Liberal Arts Math Lab
 Mathematics 105L, Mathematics for Liberal Arts Students Math lab
 Mathematics 140L, College Algebra Math Lab
 Mathematics 150L, Calculus for Biological, Management and Social Sciences Math Lab
 Mathematics 160, Trigonometry
 Prerequisite: Mathematics 080
 Mathematics 160L, Trigonometry Math Lab
 Mathematics 170L, Pre-Calculus Mathematics Math Lab
 Mathematics 180L, Single Variable Calculus I Math Lab
 Mathematics 185L, Single Variable Calculus II Math Lab
 Mathematics 203L, Fundamental Concepts of Elementary Mathematics Math Lab
 Mathematics 219L, Statistics and Probability Math Lab
 Mathematics 280L, Intermediate Calculus Math Lab
 Mathematics 287L, Introduction to Linear Algebra and Differential Equations Math Lab
 Mathematics 295L, Differential Equations Math Lab
 Mathematics N06, Essential Mathematics
 Mathematics N06L, Essential Mathematics Math Lab
 Mathematics N48, Pre-Algebra/Algebra Basics
 Mathematics N48L, Pre-Algebra/Algebra Basics Math Lab
 Mathematics N55, Beginning Algebra
 Mathematics N55L, Beginning Algebra Math Lab
 Mathematics N60, Elementary Algebra
 Mathematics N60L, Elementary Algebra Math Lab

Noncredit

None

DISTANCE EDUCATION OFFERINGS**Credit**

American Sign Language 110, American Sign Language I
American Sign Language 111, American Sign Language II
American Sign Language 210, American Sign Language III
Mathematics 086, Intermediate Algebra for Statistics and Liberal Arts
Mathematics 105, Mathematics for Liberal Arts Students
Mathematics 170, Pre-Calculus Mathematics
Mathematics 171, Precalculus and Trigonometry
Mathematics 219, Statistics and Probability

Noncredit

Vocational Medical 080, Introduction to the Behavior Technician Program
Vocational Medical 081, Behavior Technician Certification Training
Workforce Preparation 001, Transition to Higher Learning
Workforce Preparation 006, Communication Skills for Successful Employment
Workforce Preparation 007, Social Skills and Necessary Etiquette
Workforce Preparation 011, Introduction to Handling Money
Workforce Preparation 012, Applying reading Skills on the Job
Workforce Preparation 013, Applying Writing Skills on the Job
Workforce Preparation 016, Applying Math Skills on the Job
Workforce Preparation 018, Social Media and Online Safety in the Workplace
Workforce Preparation 102, Understanding Students with Disabilities
Workforce Preparation 103, Strategies for Instructing Students with Disabilities

STAND ALONE

Credit

None

Noncredit

None

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College and Santa Ana College –Student Services and Academic Affairs

To: Board of Trustees	Date: June 17, 2019
Re: Approval of Student Equity Plans for Santiago Canyon College (SCC) and Santa Ana College (SAC)	
Action: Request for Approval	

BACKGROUND

California community colleges have been tasked with researching and improving student success outcomes by reducing equity gaps that exist among different groups of students by race, income, foster youth status, veteran status, age, or ability status, and more. In the Fall of 2018, the Chancellor’s Office announced that four categorical programs (BSI, Equity, SSSP, and noncredit SSSP) would merge into one program called the Student Equity and Achievement (SEA) Program, but there would still be a requirement for colleges to develop a standalone equity plan. The Chancellor’s Office provided new “success metrics” to identify disproportionate impact, and a new dashboard by which to pull data from. Both SCC and SAC used these data to develop activities, programs, and services specifically designed to reduce equity gaps for these students.

ANALYSIS

Santiago Canyon College and Santa Ana College have engaged a broad group of college stakeholders to create plans for improving student success and reducing equity gaps that are highly customized to each unique environment and based on extensive data analysis, which is included in the presented reports. The scope of work proposed and the strategic efforts that drive the plans will be transformational for the Rancho Santiago Community College District and highly beneficial to the students its serves.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Student Equity Plans for Santiago Canyon College and Santa Ana College as presented.

Fiscal Impact:	District Allocation Total \$3,024,219 (SCC \$881,103) (SAC \$2,143,116)	Board Date: June 17, 2019
Prepared by:	Syed Rizvi, Vice President of Student Services, SCC Jeffrey Lamb Ph.D. Vice President of Academic Affairs, SAC	
Submitted by:	John Hernandez, Ph.D., President, Santiago Canyon College Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



Santiago Canyon College

2019-2022



Student Equity Plan

1. In the chart below the three-year goal for each metric based on data for the college's overall student population and identify the activities that support goal attainment.

Metric	Current Baseline Data for Overall Student Population	Goals for Overall Student Population	Activities that Support The Goal
Access: Successful Enrollment	2014-15: 11,212 of 23,162 (48.4%) 2015-16: 16,741 of 28,575 (58.6%) 2016-17: 17,728 of 29,060 (61.0%) 2017-18: 17,533 of 28,701 (61.1%)	Three (3) Year Goal 18,918	See Executive Summary
Retention: Fall to Spring	2014-15: 10,047 of 17,400 (57.7%) 2015-16: 9,882 of 16,510 (59.9%) 2016-17: 10,156 of 17,547 (57.9%) 2017-18: 12,260 of 18,054 (67.9%)	Three (3) Year Goal 13,697	See Executive Summary
Transfer to a four-year Institution	2014-15*: 1627 2015-16*: 1503 2016-17*: 1273 *final academic year at SCC	Three (3) Year Goal 1,578	See Executive Summary
Completion of Transfer Level Math & English	2014-15: 315 of 2,373 (13.3%) 2015-16: 340 of 2,442 (13.9%) 2016-17: 373 of 2,597 (14.4%) 2017-18: 392 of 2,230 (17.6%)	Three (3) Year Goal 474	See Executive Summary
Attained Vision Goal Completion Definition (Earned Credit Certificate over 18 Units, Associate Degree, CCC Bachelor's Degree)	2014-15: 1019 2015-16: 1117 2016-17: 1051 2017-18: 987	Three (3) Year Goal 1,261	See Executive Summary

2. In the chart below enter the three-year goal for each student equity population shown to be disproportionately impacted in each metric and identify the activities that support goal attainment.

Metric	Current Baseline Data for Disproportionately Impacted Student Population	Goals for Disproportionately Impacted Student Population	Activities that Support Goal
Access: Successful Enrollment	(F) Students with Identified Disabilities (-4.75) (F) American Indian / Alaskan Native (-11.22) (F) Black or African American (-11.76) (F) Filipino (-6.58) (F) LGBT (-10.24) (A) Asian (-6.98)	40% Equity Gap Reduction	See Executive Summary
Retention: Fall to Spring	(F) Economically Disadvantaged (-5.15) (M) Black or African American (-10.07) (F) Hispanic or Latino (-4.70) (F) Foster Youth (-16.91)	40% Equity Gap Reduction	See Executive Summary
Transfer to a four-year Institution	(M) Economically Disadvantaged (-2.94) (M) Hispanic or Latino (-4.23) (M) Filipino (-3.65) (M) Black or African American (-6.08) (M) American Indian / Alaskan Native (-3.44) (F) LGBT (-2.98) (A) Foster Youth (-6.55) (A) Native Hawaiian / Pacific Islander (-2.75)	40% Equity Gap Reduction	See Executive Summary
Completion of Transfer Level Math & English	(M) Hispanic or Latino (11.08) (A) Black or African American (-17.94) (A) Foster Youth (-17.64) (A) Native Hawaiian / Pacific Islander (-17.64)	40% Equity Gap Reduction	See Executive Summary
Attained Vision Goal Completion Definition (Earned Credit Certificate over 18 Units, Associate Degree, CCC Bachelor's Degree)	(F) Filipino (-0.19) (M) Foster Youth (-0.62) (A) American Indian/Alaskan Native (-2.19) (A) Black or African American (A) Native Hawaiian / Pacific Islander (-2.19)	40% Equity Gap Reduction	See Executive Summary

3. Outline a process and schedule for evaluating the progress made toward meeting your student equity goals. (500 words max)

The progress and completion of the goals and activities of the Student Equity Plan will be evaluated in multiple ways, including plan-specific assessment conducted annually and broader college-wide evaluations to be done periodically after Integrated Plan becomes infused into the college-wide planning processes (Department Planning Portfolio, Program Review and the Educational Master Plan).

Short-Term Assessment: Immediate evaluation of activities and programs.

Medium-term Assessment: Annually assess effectiveness of activities and their impact on student success and disproportionate impact.

Long-Term: Infuse Integrated Plan into college-wide planning process.

This multi-pronged evaluation approach provides an overall review of student success at the college, identifies specific areas where issues must be addressed, and assess the effectiveness of programs and activities related to the Integrated Plan.

4. How will your college ensure coordination across student equity-related categorical programs or campus-based programs?

SCC takes pride in serving and supplementing the state-wide and federally funded equity categorical programs across campus. Since the inception of the new equity plan in 2014, SCC's student equity initiative has served programs that have shown a history of success in supporting equity-identified students (e.g. EOPS/Care/CalWORKS, CAMP, Guardian Scholars, DSPS, Veteran's Services, SSS TRiO Program, and the newly formed First Year Support Center). As we shift focus to more broad based initiatives like Guided Pathways, SCC will learn from and grow these programs so that success can be replicated for more students.

Santiago Canyon College's shared governance model includes consistent reporting of activities and progress among the groups involved in increasing student success across student equity populations. The Basic Skills Task Force operates under and reports to the Student Success & Equity Committee which then reports to the Academic Senate and the College Council, ensuring that all endeavors shared with the campus community. In order to effectively coordinate efforts, the SEA leads, all serve on the Student Success and Equity Committee.

Finally, the integration of these initiatives is evident in the work of our Centers & Programs Collaboration (CPC) Task Force where representatives from several of our campus centers, such as Tutoring, Writing, & Science Teaching and Resource Centers, as well as from Pathways to Teaching, Transfer, Career Services, and Extended Opportunities Programs, coordinate to provide opportunities for student equity populations to access additional support.

5. Each college must create an executive summary that includes, at a minimum, the Student Equity goals for each required student group, the activities the college will undertake to achieve these goals, and the resources budgeted for these activities. The executive summary for this plan must also include an accounting of how Student Equity funding for 2015-16, 2016-17 and 2017-18 was expended and an assessment of the progress made in achieving the identified goals from prior year plans. The summary must also include the name of the college or district official to contact for further information. The executive summary must be posted to the college website. Provide a link to your college's executive summary below:

<https://www.sccollege.edu/StudentServices/StudentEquitySuccess/Pages/SE-Executive-Summary.aspx>

6. Identify one individual to serve as the point of contact for your college (with an alternate) for the Equity Plan and provide the following information for that person:

Point of Contact:

Name: Joseph Alonzo

Title: Director, Office of Student Equity and Success

Email Address: alonzo_joseph@sccollege.edu

Phone: 714-628-5040

Alternate Point of Contact:

Name: Syed Rizvi

Title: Vice President, Student Services

Email Address: rizvi_syed@sccollege.edu

Phone: 714-628-4886

2019-22 Student Equity Plan

Approval and Signature Page


College: Santiago Canyon College District: RSCCD

Board of Trustees Approval Date: _____


We certify the review and approval of the 2017-19 Integrated Plan by the district board of trustees on the date shown above. We also certify that the goals, strategies and activities represented in this plan meet the legislative and regulatory intent of the Student Equity and Achievement program and that funds allocated will be spent according to law, regulation and expenditure guidelines published by the California Community Colleges Chancellor's Office.

 6/4/19 hernandez_john@sccollege.edu
Chancellor/President Date Email Address

 6/4/19 satele_arleen@sccollege.edu
Chief Business Officer Date Email Address

 06-04-19 flores_marilyn@sccollege.edu
Chief Instructional Officer Date Email Address

 6/3/19 rizvi_syed@sccollege.edu
Chief Student Services Officer Date Email Address

 6/3/19 decarbo_michael@sccollege.edu
President, Academic Senate Date Email Address

Santiago Canyon College Student Equity Executive Summary 2019-2022

Santiago Canyon College recognizes the importance of equity and the college is committed to ensuring tenets of equity are paramount to the development and integration of all campus-wide plans, procedures, and policies. The college established a Student Equity Committee and was part of the participatory governance structure. In 2015, this Student Equity Committee and the Student Success Committee merged to provide a more seamless and collaborative effort between the Student Equity and Student Success and Support Program, and the BSI Work Group, creating the Student Success and Equity Committee (SS&EC).

In the Fall of 2016, with guidance from the California Community Colleges Chancellor's Office (CCCCO), the program leaders for SCC's multiple success initiatives (SSSP, SSSP Noncredit, BSI, BSIT, ABG Block Grant, Strong Workforce, and Student Equity) met to develop a plan to integrate our initiatives based on common goals shared by the programs. In the Spring of 2017, with a formal template provided, the program leaders of the four programs identified by the CCCCCO (SSSP, SSSP Noncredit, BSI, and Student Equity) met to begin the development of a plan that would integrate the goals, activities, and programs of the four initiatives. This served as the genesis for SCC's Integrated Plan which was submitted at the end of the fall semester, 2017.

In the Fall of 2018, it was announced that the Chancellor's Office would formally merge the four programs into one program called the Student Equity and Achievement (SEA) Program, but would still require the development of a standalone equity plan. The Chancellor's Office provided new "success metrics" to identify disproportionate impact, and a new dashboard by which to pull data from. SCC, however, faces a singular challenge in deriving meaningful analysis of disproportionate impact in some of the metrics due to deficiencies and idiosyncrasies in our MIS submission data, especially the fact that we combine reporting of credit and noncredit students. The Chancellor's Office, provided direction to create activities utilizing guided pathways as a framework. In the spring of 2019, the template, and the general student data and equity data were released. Campus researchers drew down the data on state-mandated target populations from the Chancellor's Office dashboard. The data was cleaned and used in the development of strategies that address the gaps found under the five success metrics.

A call was placed to SCC's campus community to request activities that would serve to reduce the achievement gap for students identified in the data. A subgroup of the Student Success and Equity Committee met to review and suggest activities for inclusion in the equity plan. A draft of the plan was then reviewed by shared governance committees (Student Success & Equity, Academic Senate, and College Council) for editing and approval. Once the plan was approved by campus constituency groups, it was submitted to the RSCCD Board of Trustees for approval and submitted to the Chancellor's Office, via the NOVA Portal. .

Target Populations

Based on the data pulled from the Chancellor's Office dashboard, multiple student groups were found to achieve success at lower rates than those who are in the highest performing groups. As a result, goals and activities have been created to address the gaps for the following student groups:

All Female and Male students who identify as: Black or African American, Asian, Filipino, Native Hawaiian or Other Pacific Islander, Hispanic or Latino, Native American/Alaskan, Foster Youth, Veterans, Low-Income, and LGBT

All Female and Male students who have an identified disability

It should be noted that while disproportionate impact could not be measured for specific student groups because their numbers are too small under a few success metrics, SCC acknowledges these students' place within the state legislation, and will continue to monitor and provide services to ensure their success in all areas (i.e. Students who identify as Black or African American, Native American/Alaskan, foster youth, homeless, LGBT, and veterans).

SCC will also make a commitment to support students who are not identified in the equity legislation, but that may need additional assistance. Through the equity plan, a request will be made to the RSCCD Board of Trustees to include single parents, undocumented students and formerly incarcerated students in the research agenda and for potential inclusion as targeted student groups in the equity plan.

Goals

The following goals were established to guide the change necessary to reduce equity gaps for all students identified in the plan.

Access: Successful Enrollment (Enrolled in the Same Community College)

SCC will increase access for students identified in the equity plan by reducing equity gaps 40% through strategic and continuous planning and evaluation.

Retention: Fall to Spring (at the Same Community College)

SCC will decrease equity gaps by 40% among students identified in the equity plan and continue to monitor and address disparities for these students.

Transfer to a Four-Year Institution

SCC will decrease equity gaps by 40% for students transferring to 4-year institutions.

Completed Both Transfer-Level Math and English (within the District)

SCC will reduce transfer-level course completion equity gaps by 40% among students identified in the equity plan.

Attained the Vision Goal Completion Definition (Earned Credit Certificate over 18 Units, Associate Degree, CCC Bachelor's Degree)

SCC will decrease degree and certificate completion equity gaps by 40% for underrepresented student groups identified in the equity plan.

Activities

Santiago Canyon College has developed activities using an array of currently implemented programs, as well as by identifying areas where new support services, professional development, and curriculum enhancement may be needed in order to address the disproportionate impacts that the data revealed. The following activities are noted for each indicator:

Access:

Activities	Start / End Date	Funding
A1. Support Outreach Department in the recruitment of disproportionately impacted student groups.		
a) Continue funding a dedicated part-time staff member to support High School and Community Outreach	2019-2022	\$30,363

operations and activities related to equity-identified student groups.		
<i>b) Continue supporting the EOPS Summer Success Program by providing books and instructional supplies for students who participate.</i>	<i>2019-2022</i>	<i>\$12,000</i>
A2. Continue supporting programs that provide pre-enrollment services, and transition support to disproportionately impacted students at SCC.		
a) Continue expansion of Early Welcome, and Family Night which will orient new students in under-represented equity groups to college-wide specialized services that address their unique needs	2019-2022	No Allocation Needed to Implement Activity
<i>b) Continue support of Summer Advantage transition program from high school to college for students identified in the access section of the equity plan.</i>	<i>2019-2022</i>	<i>\$10,000</i>
<i>c. Support undocumented students and their families transition to higher education by providing a “Dreamer Conference”.</i>	<i>2019-2022</i>	<i>\$3,000</i>
A3. Assist students in noncredit, complete courses and transition to the credit side.		
<i>a) Fund a tutoring program for noncredit students.</i>	<i>2019-2022</i>	<i>\$20,000</i>

Retention from Fall to Spring

Activities	Start / End Date	Funding
B1. Offer Priority Counseling to disproportionately impacted student groups.		
a) Offer priority counseling appointments available to foster youth, veterans, and low-income for the development of education plans, and students needing Financial Aid Counselor Approvals.	2019-2022	No Allocation Needed to Implement Activity

Transfer to Four-Year Institution

Activities	Start / End Date	Funding
C1. Support the transfer success for impacted student groups.		
<i>a) Offer specialized transfer workshops and a transfer event for EOPS / CARE / CalWORKS students, including visits to 4-year universities each semester.</i>	2019-2022	\$22,000
b) Continue exploration of participation in Summer Scholars Transfer Institute (SSTI) at the University of California, Irvine.	2019-2022	No Allocation Needed to Implement Activity
C2. Offer incentives for equity identified students completing their educational goals at SCC.		
<i>a) Fund a Transfer and Student Success Banquet</i>	2019-2022	\$3,000
C2. Provide opportunities for students to learn about the transfer process.		
<i>a) Fund transportation and registration cost for students attending the STOMP Conference.</i>	2019-2022	\$1,300

Completed Transfer-Level Math and English

Activities	Start / End Date	Funding
B1. Expand tutoring services to disproportionately impacted students.		
a) Continue providing students with individualized computer-assisted instruction through instructional support centers and services to help them improve their basic skills.	2019-2022	\$5,000
b) Explore effectiveness of embedded tutoring model as a high impact practice to support disproportionately impacted students.	2019-2022	No Allocation Needed to Implement Activity

Certificate & Degree Completion

College Initiatives that Cover Several Success Metrics

Activities	Start / End Date	Funding
F1. Maintain a research agenda to identify disproportionately impacted students, and the barriers that may keep them from being successful. Also research students who have overcome barriers, and what resources and / or skill sets were necessary for them to succeed in spite of extenuating circumstances.		
a) Continue to monitor campus climate through research and surveys of faculty, staff, administrators, and students.	2019-2022	\$15,000
b) Continue jointly funding Research Analysts through Student Equity and SSSP.	2019-2022	\$80,545
c) Using new research software, integrate and disaggregate student achievement data into future Academic and Student Services Program Reviews.	2019-2022	\$8,500
F2. Continue support for programs designed to assist in the success of equity identified student groups.		
a) Provide additional funding for textbooks, students through the EOPS / CARE / CaWORKs.	2019-2022	\$35,000
F3. Continue support of foster youth programs designed to ensure the success of these equity-identified students.		
a) Provide resources and supplemental support in the form of books, instructional supplies, gas cards, and bus passes etc. to students who identify as foster youth to eliminate barriers for enrollment at SCC.	2019-2022	\$0
b) Hold a pre-registration event to ensure foster youth are aware of priority registration dates and are prepared to register.	2019-2022	No Allocation Needed to Implement Activity
c) Contact and counsel foster youth at risk for not making satisfactory progress to ensure they know how to access intervention services.	2019-2022	No Allocation Needed to Implement Activity
d) Continue funding a dedicated part-time staff member to provide wrap-around support to students who identify as foster youth.	2019-2022	\$33,799
e) Form an advisory group comprised of community-based foster youth service providers and college faculty, staff and administrators to provide guidance and	2019-2022	No Allocation Needed to Implement Activity

direction in the development of foster youth services.		
f) Designate a foster youth liaison in each Student Service office to facilitate the provision of support services to this student population.	2019-2022	No Allocation Needed to Implement Activity
F4. Support veterans programs designed to ensure the success of these equity identified students.		
a) Hire a dedicated full-time staff member to support outreach, logistics and operations of the Veteran's Services Office.	2019-2022	\$81,489
F5. Support Disabled Students Programs and Services (DSPS) to ensure the success of these equity identified students.		
c) Continue jointly funding a DSPS Counselor for the development of abbreviated and comprehensive education plans for students with disabilities seeking to earn a certificate, AA degree or transfer to a 4-year university.	2019-2022	\$25,000
F6. Continue to develop and support equity-focused professional development opportunities to all of SCC's constituency groups.		
a) Provide faculty, staff, administrators, and students with professional development opportunities related to equity-mindedness, cultural competence and universal design, and instructional methods to accommodate student diversity and support the development of equity-based curriculum.	2019-2022	\$25,000
F7. Continue supporting the Office of Student Equity and Success.		
a) Continue funding of director to oversee the Office of Student Equity and Success, as well as Student Equity Plan implementation and evaluation.	2019-2022	\$140,671
b) Continue funding a dedicated part-time Budget Specialist to support Student Equity Office operations and activities.	2019-2022	\$27,409
F8. Continue supporting Supplemental Instruction.		
a) Continue funding supplemental instruction (SI) and faculty mentoring to foster student engagement and success in courses across disciplines.	2019-2022	\$50,000

F10. Continue support the exploration of the development of OER courses.		
a) Provide support and resources for faculty interested in creating low-cost and or open source classes across departments and divisions.	2019-2022	No Allocation Needed for Implementation of Activity
F11. Continue support of equity faculty coordinators and team members		
a) Continue funding student equity faculty coordinator(s) to work collaboratively with the Student Equity Director.	2019-2022	\$34,000
b) Fund division student equity faculty team leaders to work with the student equity faculty coordinators.	2019-2022	\$30,000
F12. Continue support of the Instructional Design Center		
a) Continue to support the Instructional Design Center that will support faculty in offering high quality instruction to students in the classroom and online. The Center will provide training, workshops, and technological support to faculty for the purpose of evaluating and refining instructional methods to accommodate SCC's diverse student population, as well as diverse learning styles within the classroom, and support the emergence of personalized learning experiences through adaptive learning methods.	2019-2022	No Allocation Needed for Implementation of Activity
<i>F13. Continue support the development of a food pantry.</i>		
<i>a) Continue to support the development of a food pantry for students impacted by food insecurity at SCC by hiring a full-time student services coordinator..</i>	2019-2022	\$81,500
<i>F14. Support recruitment of men of color into the teaching profession.</i>		
<i>a) Work with partners at CSUF to recruit more men of color into SCC's Teacher Pathway Program.</i>	2019-2022	\$2,000
<i>F15. Support the development of an Umoja Program at SCC.</i>		
<i>a) Fund a short-term specialist to recruit and provide services through the Umoja Program.</i>	2019-2022	\$16,200

<i>F16. Expand the number of student groups supported by student equity initiative</i>		
<i>a) Include single parents, undocumented students and formerly incarcerated students in the research agenda and for potential inclusion as targeted student groups in the equity plan.</i>	2019-2022	No Allocation Needed for Implementation of Activity

Progress Made in Achieving the Identified Goals from Prior Year Plans

ACCESS

Goal: SCC will maintain a commitment to increasing access for students identified in the equity plan through strategic and continuous planning and evaluation.

In 2014, SCC began studying disproportionate impact among students identified in the equity legislation. For the Success Indicator of Access, in addition to comparing our campus population to the service area population (as suggested by the Chancellor’s Office), our Office of Institutional Effectiveness looked at where first-time students were placing in English, Math, and Reading. By looking at proportions of each subgroup placing into transfer-level courses in Math, English and Reading based on placement scores, instead of a simple population comparison, we were able to see who was disproportionately impacted by the placement exam, and where support was needed as students entered the college.

In the 2017-18 academic year, there was no data collected on BSI course completion. Due to AB705, SCC began to utilize the self-guided placement model, and as a result reduced the number of students taking developmental courses. It should also be noted, that with the change in the name and definition of metrics, how we look at and measure access will change, so the need to analyze population or placement data will be obsolete.

Fourteen activities were developed to focus on increasing enrollment of disproportionately impacted student groups from our service area. The main focus of support for this success indicator has been in the Outreach Department. Through the use of equity funds, SCC hired a 19 hour outreach specialist whose focus is to connect with groups identified in the equity plan. An allocation was provided for marketing materials, and funds were used to market the college in Spanish language and Vietnamese language newspapers. SCC is also working towards expanding on a high school to college bridge program in order to ease the transition into college life.

English Placement:

In 2014 and 2015, we found that African-American (-9.2%), Latino(-9.3%), those students that marked Other (-16.4%), students with identified disabilities (-12.3%), and low-income (-13.5%) students were not as successful as other groups when placing into transfer level English.

By 2017 (the final year for campus-wide placement testing) we saw improvement in the Other group (-14.7%) and Latinos (-12.1%), but the achievement gap between African American (-10.6%), students with identified disabilities (-27.6%), and low-income (-19.3%) students and the highest performing group increased.

Math Placement:

In 2014 and 2015, we found that African-American (-8.5%), Latino (-6.1%), students with identified disabilities (-14.2%), and low-income (-13.7%) students, were not as successful as other groups when placing into transfer level Math. By 2017, we saw a noticeable improvement among Latinos (-3.9%), and a smaller but notable improvement among African American students (-7.9%) and low-income students (8.4%). The achievement gap between students with identified disabilities (-21.2%) and the highest performing group increased.

Reading Placement:

In 2014 and 2015, we found that Latino (-6.1%) students, students with identified disabilities (-15.9%), and low-income (-11.5%) students were not as successful as other groups when placing into transfer level Reading.

By 2017, the achievement gap between Latino (-6.1%) students, students with identified disabilities (-21.8%) and the highest performing group increased. Low-income students (-10.4) showed some improvement.

It should be noted that some student populations showed disproportionate impact, but sample size was too small to be considered valid. For example, Foster Youth and Veterans did show disproportionate impact, and will continue to be supported as outlined in the equity legislation.

COURSE COMPLETION

Goal: SCC will increase the course completion rates among students identified in the equity plan and continue to monitor and address disparities identified among these students.

Eight activities were developed to focus on increasing course completion of disproportionately impacted student groups. The priority of this area has been to eliminate monetary barriers that might be impeding the student's success. Through the use of equity funds, SCC purchased 106 laptops/surface pros for student use. This has enabled students to complete class work, complete research, and stay up-to-date with information in regards to enrollment, financial aid, as well as classwork (blackboard). Student Equity has worked with the Disabled Students Programs and Services to ensure faculty and staff understand the diversity and uniqueness that students with disabilities bring to campus.

The large focus on professional development in SCC's equity plan has sought to increase faculty and staff awareness of strategies and promising practices for serving disproportionately impacted students.

In 2014 and 2015, we found that African-American (-5.6%), Pacific Islander(-8.6%), students with identified disabilities (-5.3%), foster youth (11.7%) and low-income (-5.1%) students were not as successful as other groups in completing courses at SCC.

By 2018, we saw improvement among Pacific Islander (7.9%), and students with identified disabilities (-1.5%). The achievement gap between African American (-6.7%), foster youth (-16.6%), and low-income (-7.6%) students and the highest performing group increased.

As mentioned previously, due to the changing success metrics, this data will not be included or tracked in future iterations of SCC's equity plans.

BSI/ESL COMPLETION

Goal: SCC will develop and implement educational strategies that increase student success in ACE (ESL) and basic skills courses in Math, English and Reading for students identified in the student equity plan.

Nine activities were developed to focus on increasing ESL and basic skills course completion of disproportionately impacted student groups. Promising practices of acceleration and learning communities are removing barriers that may impede student success.

In 2014 and 2015, we found that African-American (-17.8%), Asian (-15.2%), and Male (8.9%) students were not as successful as other groups in completing developmental English courses. By 2018, we saw improvement in African American (-9.4%) and Asian (14%), and Male (-1.5%) students.

In 2014 and 2015, we found that African-American (-7.1%), and Latino (-4.8) students were not as successful as other groups in completing developmental Math courses. By 2018, we saw improvement in African American (-5.6%), and Latino (-4.1) students.

In 2014 and 2015, we did not find disproportionate impact among students completing developmental reading courses and that remained consistent through 2018.

As mentioned previously, due to the changing success metrics, this data will not be included or tracked in future iterations of SCC's equity plans.

CERTIFICATE AND DEGREE COMPLETION

Goal: SCC will increase degree and certificate completion rates in underrepresented student groups to achieve an equitable balance of degree and certificate attainment across all targeted student equity groups.

Six activities were developed to focus on increasing certificate and degree completion of disproportionately impacted student groups. Priority has been given to counseling, advising, and coaching of students to ensure student enrollment in appropriate courses for their educational pathway, application of learning strategies for successful course completion, and attainment of degrees and certificates.

In 2014 and 2015, we found that Latino (-5.6%), students with identified disabilities (-5.7%), foster youth (-12), and low-income (-9.4%) students were not as successful as other groups in completing certificates and degrees. By 2018, we saw improvement in Latino (-2.4%), students with identified disabilities (2.5%), foster youth (-2.8) and low-income (-2.0) students but African American students (-4.5%), who showed success in previous years, were now showing disproportionate impact.

Due to the change in the definition of certificate and degree completion, it is likely that the students groups identified in this area will change as well.

TRANSFER

Goal: SCC will increase transfers to 4-year institutions among targeted equity groups.

Six activities were developed to focus on increasing university transfer of disproportionately impacted student groups. By expanding offerings including university campus visitations and overnight living experiences in dormitories, students have been afforded an experience designed to alleviate anxiety and show them that they also belong in these spaces. The Transfer Success Center was supported with resources to help market its services to students by increasing visibility and ability to “in-reach” to students on campus.

In 2014 and 2015, we found that Latino (-6.5%), students with identified disabilities (-13.7%), foster youth (20.9%) low-income (-12.8%), and veteran (-6.9%) students were not as successful as other groups in transferring to universities.

By 2018, we saw improvement for veterans (-1.5%) students. Unfortunately, most of the other student groups including; students with identified disabilities (-9.1%), foster youth (-16.0%) and low-income (-6.5%) students still remained disproportionately impacted. Males (-3.2) and American Indian/Alaskan Native (-5.7) who showed success in previous year, were now disproportionately impacted as well.

The students identified within this success metric will change due to the adjusted definition of transfer completion.

Contact Information

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Accounting of Past Equity Budgets

Account Type	Description of Account	2015-16	2016-17	2017-18	Total
1000	Academic Salaries	73,816	76,751	72,641	223,208
2000	Classified / Non-Academic Salaries	239,130	416,630	397,036	1,052,796
3000	Employee Benefits	94,023	125,975	170,371	390,369
4000	Supplies and Materials	56,182	41,728	26,594	124,504
5000	Other Operating Expenses	179,076	144,042	117,520	440,638
6000	Capital Outlay	191,209	1,507	0	192,716
7000	Other Outgoing for Students	69,769	44,713	96,941	211,423
		903,232	851,346	881,103	2,635,681



Santa Ana College 2019-2022 Equity Plan Executive Plan Summary

Santa Ana College (SAC), which turned 100 years old in 2015, serves over 18,000 students each semester at its main campus in Santa Ana, California and 7,000 firefighter and law enforcement professionals in Orange County and throughout California. The college prepares students for transfer to four-year institutions and provides invaluable workforce training and customized training for business and industry. In addition, another 11,000 students are served through the college's School of Continuing Education located at Centennial Education Center, Remington Education Center, the Adult Education Center on the Santa Ana College campus, among others. Ranked as one of the nation's top two-year colleges awarding associate degrees to Latino and Asian students, the college is also recognized throughout the state for its comprehensive workforce training programs for nurses, firefighters, law enforcement and other medical personnel. SAC is one of two comprehensive colleges within *Rancho Santiago Community College District*.

Santa Ana College faculty, staff and administrators are proud to serve the institution's surrounding communities. Educators, community and business leaders, municipal partners, entrepreneurs, and philanthropists coordinate to create a college that has as its mission the attainment of the educational goals and dreams of an entire region. The Student Equity initiative at Santa Ana College is designed to make the attainment of these dreams and goals incumbent upon the hard work and character of our students and not income, gender, ethnicity, disability status, foster youth status, LGBTQ identity, previous military service, nor any other qualifying characteristic. The goal is to have a campus where student success is the center of our every activity and is the measure by which we determine the college's success.

The Santa Ana College Equity Plan represents a collaborative process of inquiry, coordination and planning and reflects our efforts to bring together plans and activities from various academic, student service, and administrative divisions. It is the promise of the members of our institution to work together across all boundaries to supply the best possible campus for our students to receive an education. Many of the activities presented in the plan cross between Research, Continuing Education, Student Services, Academic Affairs, and Administrative Services and are designed to eliminate boundaries and provide support to our students through Guided Pathways. We are committed to creating an equity-minded culture that will allow us to engage in strategic practices leading to student completion.

If you would like more information about Santa Ana College's Equity Plan, please contact Dr. Jeff Lamb (Lamb_Jeffrey@sac.edu) or Dr. Fernando Ortiz (Ortiz_Fernando@sac.edu).

Student Equity Plan Summary

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Details

Assurances

* I have read the legislation [Education Code 78220](#) and am familiar with the goals, terms and conditions of the Student Equity Plan, as well as the requirements of Student Equity & Achievement legislation ([Education Code 78222](#)).

Progress & Success

Process & Schedule

Equity is infused in most initiatives across campus including Guided Pathways, Strong Workforce Program, Student Equity and Achievement Program, and Career Education efforts, among others. The Santa Ana College (SAC) Program Review process asks academic and student services areas to review disaggregated data to ensure that programs are evaluated through an equity lens. Operationally, the Student Success and Equity Committee (SSEC) is responsible for providing the oversight of goals and associated activities of the Equity Plan. The committee is currently revising its structure to ensure monitoring, evaluation and attainment of the Plan goals. The Equity Allocation Evaluation Ad-Hoc Committee, a subcommittee of SSEC, reviews and revises the processes associated with requesting equity funds. The Equity Proposal Process Review Ad-Hoc Committee, a subcommittee of the SSEC, reviews the processes, rubrics, and reporting of the results of the assessment of Equity funded efforts. The current funding request process specifically requires information on intended outcomes, connection to Equity Plan and Guided Pathway goals, specific intended target population, and quantitative and qualitative evaluation methods. In this way, the committee can evaluate which activities have been effective to ensure that only actions with significant impact on the college goals is funded. Additionally, areas that receive Equity funds are required to provide regular updates on their progress. The Santa Ana College Research

Office (SACRO) and SSEC lead the effort to evaluate progress towards meeting SAC's student Equity goals. SACRO provides dashboards and programming that automate the retrieval of information to track SAC's progress with respect to the Equity goals. SACRO develops new tools and processes to identify and track the existing equity gaps. Group identifiers are developed to allow for the analysis of outcomes for disproportionately impacted groups. SACRO continues to offer professional development for all faculty, staff and management on how to evaluate programs and track student progress. SSEC monitors campus efforts regarding progress evaluation, providing participatory governance oversight to the process. Although SSEC establishes a detailed annual schedule for requesting funding and evaluating progress, SACRO provides analysis of outcomes on a more frequent basis when appropriate.

Success Criteria

As is the case in many community colleges across the state, Santa Ana College has embraced the use of cross-functional teams. This integration extends to the Executive Team as well, which consists of VP of Academic Affairs, VP of Student Services, and two committee co-chairs. Consequently, the ownership of the Equity Plan no longer solely rests under Student Services but rather is a shared responsibility with Academic Affairs. This manifests itself most tangibly as the college continues to focus on Guided Pathways work, in particular on the fourth pillar: Ensuring student learning. The College will use Equity funds, among others, to develop instructional interventions and curricular changes that must take place in the classroom. Santa Ana College's process for allocating Equity funds, composition of its Student Success & Equity Committee (SSEC), structure of its Guided Pathways Steering Group, and strategic planning process ensures coordination across student equity-related categorical programs and campus-based programs. Additionally, the college will fund a Faculty Equity Coordinator position. To sustain equity-minded activities, SSEC structure has been revised to support and make both Student Services and Academic Affairs responsible and accountable for the success of the initiative. The membership of SSEC is a cross-functional team that includes members from both areas. Membership includes the Vice President of Academic Affairs and the Vice President of Student Services, to whom campus program leaders report, ensuring a cross campus coordination of programs. The Equity Allocation Evaluation Ad-Hoc Committee reviews the allocation of funds to programs to ensure that funded activities align with the Equity Plan, Guided Pathways, College Strategic Goals, and Equity Goals. Having one subcommittee responsible for fund allocation review allows examination for program overlap, scalability, and purpose to happen within one body. Additionally, the Equity Proposal Process Review Ad-Hoc Committee, a subcommittee of the SSEC, reviews the processes, rubrics, and reporting of the results of the assessment of college equity-funded activities. As one of 20 colleges participating in the Guided Pathways Institute, Santa Ana College has developed a robust and inclusive process for formulating activities focused on student completion. Santa Ana College is developing its new strategic plan, which will provide a framework for overall direction for SAC.

Executive Summary

<https://www.sac.edu/committees/StudentSuccess>

Metrics

Overall Student Population

Metric	Baseline	Goal	Equity Change
Transferred to a Four-Year Institution	1991	2688	+35.01%
Attained the Vision Goal Completion Definition	1969	2501	+27.02%
Retained from Fall to Spring at the Same College	23972	25410	+6%
Enrolled in the Same Community College	22110	24321	+10%
Completed Both Transfer-Level Math and English Within the District in the First Year	334	889	+166.17%

Disproportionately Impacted (DI) Student Groups

Demographic	Gender	Metric	Baseline	Goal	Equity Change
Native Hawaiian or other Pacific Islander	Male	Attained the Vision Goal Completion Definition	1	2	+100% ▯▮
White	Male	Attained the Vision Goal Completion Definition	138	186	+34.78% ▯▮
Hispanic or Latino	Female	Attained the Vision Goal Completion Definition	796	1010	+26.88% ◀ ▮
Hispanic or Latino	Male	Attained the Vision Goal Completion Definition	528	670	+26.89% ◀ ▮
Black or African American	Female	Attained the Vision Goal Completion Definition	11	14	+27.27% ▯▮
Black or African American	Male	Attained the Vision Goal Completion Definition	13	17	+30.77% ▯▮
American Indian or Alaska Native	Female	Attained the Vision Goal Completion Definition	1	2	+100% ▯▮
American Indian or Alaska Native	Male	Attained the Vision Goal Completion Definition	2	3	+50% ▯▮
Hispanic or Latino	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	141	396	+180.85% ▯▮
Black or African American	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	3	9	+200% ▯▮
American Indian or Alaska Native	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	-	2	+100% ◀ ▮
American Indian or Alaska Native	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	-	2	+100% ◀ ▮
Hispanic or Latino	Male	Enrolled in the Same Community College	7107	7747	+9.01% ◀ ▮
Hispanic or Latino	Female	Enrolled in the Same Community College	8438	9197	+9% ◀ ▮
American Indian or Alaska Native	Male	Enrolled in the Same Community College	53	61	+15.09% ▯▮
Hispanic or Latino	Male	Retained from Fall to Spring at the Same College	5780	7121	+23.2% ▯▮
Hispanic or Latino	Female	Retained from Fall to Spring at the Same College	6655	6184	-7.08% ◀ ▮

Demographic	Gender	Metric	Baseline	Goal	Equity Change
Black or African American	Male	Retained from Fall to Spring at the Same College	184	197	+7.07% ▶▶◀
Black or African American	Female	Retained from Fall to Spring at the Same College	95	102	+7.37% ▶▶◀
American Indian or Alaska Native	Female	Retained from Fall to Spring at the Same College	15	16	+6.67% ▶▶◀
American Indian or Alaska Native	Male	Retained from Fall to Spring at the Same College	45	48	+6.67% ▶▶◀
Hispanic or Latino	Male	Transferred to a Four-Year Institution	444	600	+35.14% ▶▶◀
Hispanic or Latino	Female	Transferred to a Four-Year Institution	660	890	+34.85% ◀▶
Black or African American	Male	Transferred to a Four-Year Institution	22	32	+45.45% ▶▶◀
Black or African American	Female	Transferred to a Four-Year Institution	16	23	+43.75% ▶▶◀
American Indian or Alaska Native	Female	Transferred to a Four-Year Institution	1	2	+100% ▶▶◀
Some other race	Male	Attained the Vision Goal Completion Definition	21	28	+33.33% ▶▶◀
Some other race	Female	Attained the Vision Goal Completion Definition	36	49	+36.11% ▶▶◀
Veteran	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	0	3	+200% ▶▶◀
LGBT	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	1	5	+400% ▶▶◀
Foster Youth	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	0	1	0% ◀▶
Black or African American	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	0	3	+200% ▶▶◀
Some other race	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	5	14	+180% ▶▶◀

Demographic	Gender	Metric	Baseline	Goal	Equity Change
Hispanic or Latino	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	117	351	+200% ▶▶◀
More than one race	Female	Completed Both Transfer-Level Math and English Within the District in the First Year	0	3	+200% ▶▶◀
Economically Disadvantaged	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	119	333	+179.83% ▶▶◀
Disabled	Male	Completed Both Transfer-Level Math and English Within the District in the First Year	0	11	+1000% ▶▶◀
LGBT	Male	Retained from Fall to Spring at the Same College	111	122	+9.91% ▶▶◀
Some other race	Male	Retained from Fall to Spring at the Same College	2689	2904	+8% ▶▶◀
White	Female	Retained from Fall to Spring at the Same College	653	699	+7.04% ▶▶◀
Some other race	Female	Retained from Fall to Spring at the Same College	2136	2286	+7.02% ▶▶◀
Veteran	Female	Enrolled in the Same Community College	35	44	+25.71% ▶▶◀
LGBT	Male	Enrolled in the Same Community College	331	361	+9.06% ◀▶
LGBT	Female	Enrolled in the Same Community College	511	560	+9.59% ◀▶
Foster Youth	Male	Enrolled in the Same Community College	101	111	+9.9% ◀▶
Foster Youth	Female	Enrolled in the Same Community College	139	153	+10.07% ▶▶◀
Filipino	Male	Enrolled in the Same Community College	152	175	+15.13% ▶▶◀
Black or African American	Male	Enrolled in the Same Community College	303	348	+14.85% ▶▶◀
Asian	Male	Enrolled in the Same Community College	1134	1304	+14.99% ▶▶◀
American Indian or Alaska Native	Female	Enrolled in the Same Community College	37	54	+45.95% ▶▶◀

Demographic	Gender	Metric	Baseline	Goal	Equity Change
Native Hawaiian or other Pacific Islander	Female	Enrolled in the Same Community College	37	56	+51.35% ▶▶◀
Some other race	Female	Enrolled in the Same Community College	68	81	+19.12% ▶▶◀
Filipino	Female	Enrolled in the Same Community College	217	250	+15.21% ▶▶◀
Black or African American	Female	Enrolled in the Same Community College	253	291	+15.02% ▶▶◀
White	Female	Enrolled in the Same Community College	1056	1214	+14.96% ▶▶◀
Asian	Female	Enrolled in the Same Community College	1387	1595	+15% ▶▶◀
American Indian or Alaska Native	Male	Transferred to a Four-Year Institution	1	3	+200% ▶▶◀
Native Hawaiian or other Pacific Islander	Male	Transferred to a Four-Year Institution	3	5	+66.67% ▶▶◀
Some other race	Male	Transferred to a Four-Year Institution	57	82	+43.86% ▶▶◀
White	Male	Transferred to a Four-Year Institution	197	285	+44.67% ▶▶◀
Native Hawaiian or other Pacific Islander	Female	Transferred to a Four-Year Institution	1	2	+100% ▶▶◀

Additional Categories

No population groups selected.

3.22 (31)

Activities

Implement the major principles of The Guided Pathways Framework

Brief Description of Activity

As a Guided Pathways college, Santa Ana College has been involved in implementing the Guided Pathways framework for two years. The Guided Pathways activities at Santa Ana College are overseen by six design teams led by an executive team and core teams. In 2019-2020 Santa Ana College is finalizing steps to launch the "Meta-Majors" grouping of programs, program mapping and the integration of programs and services to support student success. Program mapping will be used to identify gaps in the scheduling of classes. To ensure learning, Santa Ana College has revitalized its Institutional Effectiveness Committee and will be establishing an Outcomes and Assessment Committee.

Related Metrics

- Native Hawaiian or other Pacific Islander : Male : Attained the Vision Goal Completion Definition
 - White : Male : Attained the Vision Goal Completion Definition
 - Hispanic or Latino : Female : Attained the Vision Goal Completion Definition
 - Hispanic or Latino : Male : Attained the Vision Goal Completion Definition
 - Black or African American : Female : Attained the Vision Goal Completion Definition
 - Black or African American : Male : Attained the Vision Goal Completion Definition
 - American Indian or Alaska Native : Female : Attained the Vision Goal Completion Definition
 - American Indian or Alaska Native : Male : Attained the Vision Goal Completion Definition
 - Overall : All : Attained the Vision Goal Completion Definition
 - Some other race : Male : Attained the Vision Goal Completion Definition
 - Some other race : Female : Attained the Vision Goal Completion Definition
-

Professional development opportunities for faculty and staff

Brief Description of Activity

Santa Ana College's Professional Development Office provides opportunities for college faculty, staff and administrators to attend conferences and external and internal training sessions and events related to Guided Pathways, Equity, and effective practices.

Related Metrics

- Overall : All : Transferred to a Four-Year Institution
 - Overall : All : Attained the Vision Goal Completion Definition
 - Overall : All : Retained from Fall to Spring at the Same College
 - Overall : All : Enrolled in the Same Community College
 - Overall : All : Completed Both Transfer-Level Math and English Within the District in the First Year
-

Implement technology to support student success

Brief Description of Activity

Santa Ana College has recently implemented a texting system to improve communication with students and allow for targeted and immediate relaying of important information. A new online orientation will launch this fall along with online probation workshops. Future plans include the implementation of software for virtual student services, predictive analytics, early alert and student case management. Additional technology to support creating online educational plans at scale will also be implemented.

A new digital media specialist position has been approved with responsibilities that include modernization of the college website. Santa Ana College has launched a new initiative to promote the use of Nuventive software by faculty for the tracking and documentation of Student Learning Outcomes (SLO) assessment data.

Related Metrics

- Hispanic or Latino : Male : Enrolled in the Same Community College
- Hispanic or Latino : Female : Enrolled in the Same Community College
- American Indian or Alaska Native : Male : Enrolled in the Same Community College
- Hispanic or Latino : Male : Retained from Fall to Spring at the Same College
- Hispanic or Latino : Female : Retained from Fall to Spring at the Same College
- Black or African American : Male : Retained from Fall to Spring at the Same College
- Black or African American : Female : Retained from Fall to Spring at the Same College
- American Indian or Alaska Native : Female : Retained from Fall to Spring at the Same College
- American Indian or Alaska Native : Male : Retained from Fall to Spring at the Same College
- Overall : All : Retained from Fall to Spring at the Same College
- Overall : All : Enrolled in the Same Community College
- LGBT : Male : Retained from Fall to Spring at the Same College
- Some other race : Male : Retained from Fall to Spring at the Same College
- White : Female : Retained from Fall to Spring at the Same College
- Some other race : Female : Retained from Fall to Spring at the Same College
- Veteran : Female : Enrolled in the Same Community College
- LGBT : Male : Enrolled in the Same Community College
- LGBT : Female : Enrolled in the Same Community College
- Foster Youth : Male : Enrolled in the Same Community College
- Foster Youth : Female : Enrolled in the Same Community College
- Filipino : Male : Enrolled in the Same Community College
- Black or African American : Male : Enrolled in the Same Community College
- Asian : Male : Enrolled in the Same Community College
- American Indian or Alaska Native : Female : Enrolled in the Same Community College
- Native Hawaiian or other Pacific Islander : Female : Enrolled in the Same Community College
- Some other race : Female : Enrolled in the Same Community College
- Filipino : Female : Enrolled in the Same Community College
- Black or African American : Female : Enrolled in the Same Community College
- White : Female : Enrolled in the Same Community College
- Asian : Female : Enrolled in the Same Community College

Improve communication with and the distribution of information to students

Brief Description of Activity

The recently implemented texting system will be used to target Disproportionately Impacted student groups. The college will replicate and expand a successful outreach pilot to communicate with applicants who have not enrolled. Greater efforts will be made to inform all students of the many programs and services available. The Guided Pathways Communications Team will facilitate regular in-class updates on campus events, transfer and pathways. First-time enrolling Career and Academic Pathways (CAP) students will receive a welcoming communication from Santa Ana College's president. These same students will receive orientations to the CAP at SAC Days, which is a two-day student orientation.

Related Metrics

- Hispanic or Latino : Male : Enrolled in the Same Community College
- Hispanic or Latino : Female : Enrolled in the Same Community College
- American Indian or Alaska Native : Male : Enrolled in the Same Community College
- Hispanic or Latino : Male : Retained from Fall to Spring at the Same College
- Hispanic or Latino : Female : Retained from Fall to Spring at the Same College
- Black or African American : Male : Retained from Fall to Spring at the Same College
- Black or African American : Female : Retained from Fall to Spring at the Same College
- American Indian or Alaska Native : Female : Retained from Fall to Spring at the Same College
- American Indian or Alaska Native : Male : Retained from Fall to Spring at the Same College
- Overall : All : Retained from Fall to Spring at the Same College
- Overall : All : Enrolled in the Same Community College
- LGBT : Male : Retained from Fall to Spring at the Same College
- Some other race : Male : Retained from Fall to Spring at the Same College
- White : Female : Retained from Fall to Spring at the Same College
- Some other race : Female : Retained from Fall to Spring at the Same College
- Veteran : Female : Enrolled in the Same Community College
- LGBT : Male : Enrolled in the Same Community College
- LGBT : Female : Enrolled in the Same Community College
- Foster Youth : Male : Enrolled in the Same Community College
- Foster Youth : Female : Enrolled in the Same Community College
- Filipino : Male : Enrolled in the Same Community College
- Black or African American : Male : Enrolled in the Same Community College
- Asian : Male : Enrolled in the Same Community College
- American Indian or Alaska Native : Female : Enrolled in the Same Community College
- Native Hawaiian or other Pacific Islander : Female : Enrolled in the Same Community College
- Some other race : Female : Enrolled in the Same Community College
- Filipino : Female : Enrolled in the Same Community College
- Black or African American : Female : Enrolled in the Same Community College
- White : Female : Enrolled in the Same Community College
- Asian : Female : Enrolled in the Same Community College

Restructure courses and course sequences

Brief Description of Activity

Santa Ana College has restructured its assessment and placement system and English/math course sequences to comply with AB705 legislation. The test-based course placement system has been replaced with self-guided placement and direct placement by high school GPA. Beginning fall 2019, offerings of Basic Skills level math/English courses have been reduced or eliminated. The sequence of English courses will consist primarily of transfer-level courses and one accelerated English Basic Skills course designed to prepare students for transfer-level English. Approximately half of Santa Ana College's college Math 140 (College Algebra) and 219 (Statistics and Probability) classes in fall 2019 will have a co-requisite support lab (Math 040 and 019, respectively). Offerings of online and hybrid courses has significantly increased to match the demand. Santa Ana College now offers four completely online degree programs. Santa Ana College will increase its offerings of accelerated and intersession courses.

Related Metrics

- Overall : All : Transferred to a Four-Year Institution
- Hispanic or Latino : Female : Completed Both Transfer-Level Math and English Within the District in the First Year
- Black or African American : Female : Completed Both Transfer-Level Math and English Within the District in the First Year
- American Indian or Alaska Native : Female : Completed Both Transfer-Level Math and English Within the District in the First Year
- American Indian or Alaska Native : Male : Completed Both Transfer-Level Math and English Within the District in the First Year
- Overall : All : Completed Both Transfer-Level Math and English Within the District in the First Year
- Veteran : Male : Completed Both Transfer-Level Math and English Within the District in the First Year
- LGBT : Female : Completed Both Transfer-Level Math and English Within the District in the First Year
- Foster Youth : Male : Completed Both Transfer-Level Math and English Within the District in the First Year
- Black or African American : Male : Completed Both Transfer-Level Math and English Within the District in the First Year
- Some other race : Male : Completed Both Transfer-Level Math and English Within the District in the First Year
- Hispanic or Latino : Male : Completed Both Transfer-Level Math and English Within the District in the First Year
- More than one race : Female : Completed Both Transfer-Level Math and English Within the District in the First Year
- Economically Disadvantaged : Male : Completed Both Transfer-Level Math and English Within the District in the First Year
- Disabled : Male : Completed Both Transfer-Level Math and English Within the District in the First Year

Revise existing programs and create new ones that support student success

Brief Description of Activity

The eligibility criteria for Santa Ana College's Promise Program, which waives student fees and promotes transfer, will be adjusted to increase participation. Santa Ana College will expand its promotion of supportive services such as tutoring. SSEC is reviewing the allocation of funds to programs to ensure that funded activities are aligned with Guided Pathways, College Strategic Goals, and Equity Goals. Benchmarks will be established for tracking of program outcomes.

Related Metrics

- Overall : All : Transferred to a Four-Year Institution
- Native Hawaiian or other Pacific Islander : Male : Attained the Vision Goal Completion Definition
- White : Male : Attained the Vision Goal Completion Definition

- Hispanic or Latino : Female : Attained the Vision Goal Completion Definition
- Hispanic or Latino : Male : Attained the Vision Goal Completion Definition
- Black or African American : Female : Attained the Vision Goal Completion Definition
- Black or African American : Male : Attained the Vision Goal Completion Definition
- American Indian or Alaska Native : Female : Attained the Vision Goal Completion Definition
- American Indian or Alaska Native : Male : Attained the Vision Goal Completion Definition
- Hispanic or Latino : Male : Transferred to a Four-Year Institution
- Hispanic or Latino : Female : Transferred to a Four-Year Institution
- Black or African American : Male : Transferred to a Four-Year Institution
- Black or African American : Female : Transferred to a Four-Year Institution
- American Indian or Alaska Native : Female : Transferred to a Four-Year Institution
- Overall : All : Attained the Vision Goal Completion Definition
- Some other race : Male : Attained the Vision Goal Completion Definition
- Some other race : Female : Attained the Vision Goal Completion Definition
- American Indian or Alaska Native : Male : Transferred to a Four-Year Institution
- Native Hawaiian or other Pacific Islander : Male : Transferred to a Four-Year Institution
- Some other race : Male : Transferred to a Four-Year Institution
- White : Male : Transferred to a Four-Year Institution
- Native Hawaiian or other Pacific Islander : Female : Transferred to a Four-Year Institution

Applicant / New student initiatives

Brief Description of Activity

Creation of an Online Orientation is in process and the on-campus all day orientation/ information event, Santa Ana College Days, has been expanded to attract more students. Programs have been grouped into Career and Academic Pathways or CAPs. Santa Ana College will assign Success Teams to students enrolled in each CAP. The Career Assessment tool, SuperStrong, will be made available to incoming students. The college will allocate funds annually for marketing activities. Data will be analyzed to identify opportunities to increase the percentage of applicants that enroll.

Related Metrics

- Hispanic or Latino : Male : Enrolled in the Same Community College
- Hispanic or Latino : Female : Enrolled in the Same Community College
- American Indian or Alaska Native : Male : Enrolled in the Same Community College
- Hispanic or Latino : Male : Retained from Fall to Spring at the Same College
- Hispanic or Latino : Female : Retained from Fall to Spring at the Same College
- Black or African American : Male : Retained from Fall to Spring at the Same College
- Black or African American : Female : Retained from Fall to Spring at the Same College
- American Indian or Alaska Native : Female : Retained from Fall to Spring at the Same College
- American Indian or Alaska Native : Male : Retained from Fall to Spring at the Same College

- Overall : All : Retained from Fall to Spring at the Same College
- Overall : All : Enrolled in the Same Community College
- LGBT : Male : Retained from Fall to Spring at the Same College
- Some other race : Male : Retained from Fall to Spring at the Same College
- White : Female : Retained from Fall to Spring at the Same College
- Some other race : Female : Retained from Fall to Spring at the Same College
- Veteran : Female : Enrolled in the Same Community College
- LGBT : Male : Enrolled in the Same Community College
- LGBT : Female : Enrolled in the Same Community College
- Foster Youth : Male : Enrolled in the Same Community College
- Foster Youth : Female : Enrolled in the Same Community College
- Filipino : Male : Enrolled in the Same Community College
- Black or African American : Male : Enrolled in the Same Community College
- Asian : Male : Enrolled in the Same Community College
- American Indian or Alaska Native : Female : Enrolled in the Same Community College
- Native Hawaiian or other Pacific Islander : Female : Enrolled in the Same Community College
- Some other race : Female : Enrolled in the Same Community College
- Filipino : Female : Enrolled in the Same Community College
- Black or African American : Female : Enrolled in the Same Community College
- White : Female : Enrolled in the Same Community College
- Asian : Female : Enrolled in the Same Community College

Outreach / College reputation

Brief Description of Activity

Santa Ana College's Public Affairs / Governmental Relations Office reaches out to the community, builds relationships with organizations and promotes Santa Ana College as a high quality educational institution. Santa Ana College adopted a new mission statement in 2017. More recently, the president launched a process to develop a new vision statement for the college. A branding consulting firm has assisted Santa Ana College with a process to develop its distinctive image and positive perception in the college community. Santa Ana College's Outreach office has extended its high school outreach within our service area. Activities and events also introduce noncredit students to college programs. The noncredit program will reach out to non-traditional and incarcerated students. Santa Ana College will promote its Career Education programs that provide industry recognized certification.

Related Metrics

- Overall : All : Enrolled in the Same Community College

Financial

Brief Description of Activity

The Santa Ana College Office of College Advancement has launched a college-wide needs assessment to identify funding priorities and areas that require resources to support student success. The needs assessment will be followed by a fund raising effort for scholarships and other campus initiatives. Santa Ana College will maximize access to financial aid. Students who do not receive financial support such as Pell Grants or California Promise Grants (BOG Waivers) are less likely to be retained. Increasing retention will require a concerted effort to ensure that students are able to access financial aid if eligible.

Related Metrics

- Overall : All : Transferred to a Four-Year Institution
- Overall : All : Attained the Vision Goal Completion Definition
- Economically Disadvantaged : Male : Completed Both Transfer-Level Math and English Within the District in the First Year



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Accounting of Student Equity funding for 2015-16, 2016-17 and 2017-18

Table 1 - Expenses related to equity activities prior years

Total 15-16 Expenses for Honors Program \$3,992.95
Total 15-16 Expenses for Distance Ed. \$21,143.28
Total 15-16 Expenses for Academic Computing \$12,693.34
Total 15-16 Expenses for Business Applications \$2,771.08
Total 15-16 Expenses for Computer Science \$2,763.43
Total 15-16 Expenses for Engineering \$1,615.00
Total 15-16 Expenses for Paralegal \$4,418.20
Total 15-16 Expenses for Counseling \$158,518.53
Total 15-16 Expenses for MESA \$34,215.46
Total 15-16 Expenses for Summer Scholars \$25,335.83
Total 15-16 Expenses for Transfer Center \$241,758.71
Total 15-16 Expenses for Fresh Exp \$29,351.55
Total 15-16 Expenses for Learning Support Ctr. \$146,442.93
Total 15-16 Expenses for Human Svcs. & Tech Ctr. \$7,238.37
Total 15-16 Expenses for Fire Tech \$19,454.43
Total 15-16 Expenses for Welding \$3,602.99
Total 15-16 Expenses for Library Services \$24,361.71
Total 15-16 Expenses for Mathematics \$221,703.30
Total 15-16 Expenses for Math Study Center \$104,700.60
Total 15-16 Expenses for Biology \$1,090.00
Total 15-16 Expenses for Continuing Ed \$51,093.70
Total 15-16 Expenses for Student Svcs. \$660,320.52
Total 15-16 Expenses for Professional Dev. \$253,659.90
Total 15-16 Expenses for A&R Office \$90,092.56
Total 15-16 Expenses for EOPS \$131,348.08
Total 15-16 Expenses for Assessment \$659.64
Total 15-16 Expenses for High Tech Ctr. DSPS \$10,237.07
Total 15-16 Expenses for Health & Wellness Ctr. \$2,333.38
Total 15-16 Expenses for Scholarship Office \$31,494.08
Total 15-16 Expenses for Student Support Svcs. \$28,796.46
Total 15-16 Expenses for Student Affairs \$72,838.68
Total 15-16 Expenses for Student Activities \$45,623.40
Total 15-16 Expenses for Veterans Resource Ctr. \$23,956
Total 16-17 Expenses for College Advancement \$12,745.20

Total 16-17 Expenses for Marketing \$65,133.06
Total 16-17 Expenses for Academic Support SAC \$48,571.93
Total 16-17 Expenses for Honors Program SAC \$1,829.35
Total 16-17 Expenses for Distance Ed. \$110,754.53
Total 16-17 Expenses for Business Division \$7,774.40
Total 16-17 Expenses for Academic Computing \$1,749.65
Total 16-17 Expenses for Business Administration \$4,274.80
Total 16-17 Expenses for Engineering \$67,435.21
Total 16-17 Expenses for Business Admin. \$2,992.21
Total 16-17 Expenses for Counseling \$73,955.32
Total 16-17 Expenses for Counseling Instruction \$6,736.93
Total 16-17 Expenses for MESA \$122,641.05
Total 16-17 Expenses for Transfer Center \$252,983.13
Total 16-17 Expenses for Fresh Exp \$104,002.45
Total 16-17 Expenses for Kinesiology \$3,578.45
Total 16-17 Expenses for Fine & Performing Arts \$496.62
Total 16-17 Expenses for Photography \$5,696.63
Total 16-17 Expenses for Learning Support Center \$7,554.59
Total 16-17 Expenses for Psychology \$12,736.25
Total 16-17 Expenses for Family & Consumer Studies \$30,934.65
Total 16-17 Expenses for Fire Tech \$19,898.07
Total 16-17 Expenses for Human Development \$4,031.65
Total 16-17 Expenses for Manufacturing Tech \$8,171.63
Total 16-17 Expenses for Sci, Math, Health Sci \$5,338.50
Total 16-17 Expenses for Mathematics \$293,713.97
Total 16-17 Expenses for Math Study Center \$86,521.78
Total 16-17 Expenses for Biology \$3,270
Total 16-17 Expenses for Continuing Ed \$95,602.12
Total 16-17 Expenses for Student Services \$880,041.21
Total 16-17 Expenses for Professional Dev. \$206,375.68
Total 16-17 Expenses for A&R Office \$104,483.41
Total 16-17 Expenses for EOPS \$188,888.67
Total 16-17 Expenses for Assessment \$1,677.55
Total 16-17 Expenses for DSPS Office \$178.07
Total 16-17 Expenses for High Tech Ctr. DSPS \$29,485.91
Total 16-17 Expenses for Health & Wellness Ctr. \$13,653.35
Total 16-17 Expenses for Scholarship Office \$33,354.66
Total 16-17 Expenses for Student Support Svcs. \$22,325.86
Total 16-17 Expenses for Student Affairs Office \$63,212.49
Total 16-17 Expenses for Orientation /Coor/Trai \$60,974.38
Total 16-17 Expenses for School & Community Partnershp \$2,535.30
Total 16-17 Expenses for Student Activities \$108,599.50

Total 16-17 Expenses for Veterans Resource Ctr. \$12,243.75

Total 17-18 Expenses for College Advancement \$39,215.83

Total 17-18 Expenses for Project Management \$36,241.25

Total 17-18 Expenses for Public Affairs/Gov Rel \$98,756.69

Total 17-18 Expenses for SAC Research \$181,092.17

Total 17-18 Expenses for SAC Research \$12,675.15

Total 17-18 Expenses for Academic Support SAC \$16,404.66

Total 17-18 Expenses for Academic Affairs \$21,311.55

Total 17-18 Expenses for Distance Ed \$116,982.88

Total 17-18 Expenses for Distance Ed \$9,442.62

Total 17-18 Expenses for Accounting \$11,796.79

Total 17-18 Expenses for Counseling \$88,577.77

Total 17-18 Expenses for Ctr. for Teacher Ed \$2,511.03

Total 17-18 Expenses for MESA \$54,143.10

Total 17-18 Expenses for Transfer Center \$269,102.78

Total 17-18 Expenses for ULINK \$6,797.73

Total 17-18 Expenses for Puente \$5,940.95

Total 17-18 Expenses for Fresh Exp/Learning \$81,195.72

Total 17-18 Expenses for Learning Support Center \$973.12

Total 17-18 Expenses for Manufacturing Tech \$4,109.94

Total 17-18 Expenses for Sci, Math, Health Sci \$13,142.98

Total 17-18 Expenses for Mathematics \$111,946.22

Total 17-18 Expenses for Math Study Center \$49,456.64

Total 17-18 Expenses for Biology \$2,180.00

Total 17-18 Expenses for Continuing Ed \$36,713.48

Total 17-18 Expenses for Stident Services \$221,045.85

Total 17-18 Expenses for Professional Dev. \$169,400.50

Total 17-18 Expenses for A&R Office \$104,807.13

Total 17-18 Expenses for EOPS \$128,067.31

Total 17-18 Expenses for Assessment \$1,461.31

Total 17-18 Expenses for High Tech Ctr. DSPS \$30,971.38

Total 17-18 Expenses for Health & Wellness Ctr. \$399.19

Total 17-18 Expenses for Scholarship Office \$30,503.17

Total 17-18 Expenses for Student Support Svcs. \$13,694.33

Total 17-18 Expenses for Student Affairs Office \$76,934.72

Total 17-18 Expenses for Orientatn/Coor/Train \$74,228.50

Total 17-18 Expenses for School & Community Partn \$26,762.70

Total 17-18 Expenses for Student Activities \$114,382.23

Total 17-18 Expenses for Veterans Resource Center \$80,717.71

Assessment of Progress

Goal 1:

Increase number of students who transition from SAC non-credit (School of Continuing Education) High School Diploma programs (ABE, GED, Tuition Free High School Diploma, CTE, ESL, and GED) to SAC credit (activities include SCE Career Center activities) or who are prepared to successfully enter the workforce.

Transition from Non-Credit to Credit

	13-14	14-15	15-16	16-17	17-18
# of SAC-SCE students at SAC	1054	1050	833	1052	987
# of SAC-SCE students at SCC	39	40	54	49	45

Source: 12 Measures of Success, RSCCD Research Office

	14-15	15-16	16-17	17-18
# of Tuition Free High School Diploma at SAC	208	223	222	212

Source: RSCCD Data Warehouse, SEAT file

Goal 2:

Increase the percentage of students who complete an English or mathematics transfer-level course within the first year of college.

Completed both English and Math Transfer level within the first year within the district

	2014-2015	2015-2016	2016-2017	2017-2018
# Completing	218	270	292	334
Cohort Count	3388	3291	3559	3060
% Completing	6%	8%	8%	11%

Source: Calpassplus.org
Launchboard

First Time Freshman Cohort	Transfer Level English completed within one year	Transfer Level Math completed within one year
Fall 2014	22%	13%
Fall 2015	24%	15%
Fall 2016	28%	14%
Fall 2017	28%	16%

Source: RSCCD Data Warehouse

Goal 3:

Increase percentage of students who attain fifteen degree-applicable units by the third semester.

Table 2- number of 1st time students completing 15 or more units

Number of First Time Students completing 15 or more units (Grade C or better) within the first three terms (Fall to Fall)				
Cohort	Fall 2014	Fall 2015	Fall 2016	Fall 2017
	69	148	115	130
Source: RSCCD Data Warehouse, SEAT file				

Goal 4:

Decrease the average amount of time that it takes for students to complete degrees or certificates.

Goal 5:

Increase the percentage of students who become transfer-ready, attain transfer degrees, or transfer.

Table 3 - % of degree / cert / transfer seeking students starting first time and tracked for 6 years who completed degree, cert

of transfer

Percentage of degree, certificate and/or transfer-seeking students starting first time and tracked for six years who completed a degree, certificate or transfer-related outcomes.										
Completion Overall	2007-2008		2008-2009		2009-2010		2010-2011		2011-2012	
	Cohort Size	Cohort Rate	Cohort Size	Cohort Rate	Cohort Size	Cohort Rate	Cohort Size	Cohort Rate	Cohort Size	Cohort Rate
All	1,987	46.6%	1,916	44.3%	2,161	45.2%	2,102	44.4%	2,191	43.9%
Female	1,000	47.5%	939	43.0%	1,072	45.9%	1,082	44.2%	1,089	47.1%
Male	987	45.7%	977	45.4%	1,080	44.4%	1,009	44.6%	1,093	40.8%
< 20 years old	1,605	48.3%	1,532	46.3%	1,718	46.0%	1,692	46.5%	1,792	45.1%
20 to 24 years old	197	39.1%	192	37.0%	224	42.9%	227	37.9%	227	35.7%
25 to 39 years old	137	39.4%	129	34.1%	141	48.2%	116	32.8%	110	48.2%
40+ years old	48	39.6%	63	36.5%	78	28.2%	67	34.3%	62	32.3%
African American	48	54.2%	39	41.0%	18	55.6%	19	26.3%	36	41.7%
Native	12	41.7%	16	43.8%	ed	50.0%	Suppressed	33.3%	ed	0.0%
Asian	194	64.4%	219	64.8%	242	54.1%	190	52.6%	206	57.8%
Filipino	30	60.0%	28	46.4%	15	60.0%	15	40.0%	10	50.0%
Hispanic	1,223	40.1%	1,230	38.9%	1,430	40.6%	1,250	39.5%	1,504	40.4%
Pacific Islander	13	38.5%	21	38.1%	11	45.5%	Suppressed	66.7%	ed	50.0%
White	326	54.3%	289	51.6%	212	56.1%	217	55.3%	230	53.9%
Source: Student Success Scorecard										

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

To: Board of Trustees	Date: June 17, 2019
Subject: Approval of One Year Renewal of Instructional Services Agreement with Pacific Clinics	
Action: Request for Approval	

BACKGROUND

Since April 1, 2018, the Rancho Santiago Community College District, on behalf of Santiago Canyon College - Orange Education Center (SCC-OEC), and the Pacific Clinics have partnered to provide noncredit classes through an Instructional Services Agreement (ISA) at the Recovery Education Institute in Orange. The current agreement is scheduled to end June 30, 2019 and the Pacific Clinics is requesting to renew the agreement for an additional year. The agreement renewal is for the period of July 1, 2019 through June 30, 2020.

ANALYSIS

Attached is the One year renewal of the ISA (SCC Contract # SCC 19-0617A) that describes the roles and responsibilities of SCC-OEC and Pacific Clinics. Through the renewal of this ISA, SCC-OEC will continue to provide noncredit classes in the instructional program areas of: English as a Second Language; Adult High School Diploma or equivalent, short-term Career Technical Education; Adults with Disabilities; and classes for Older Adults. The classes will take place at the Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866. Pacific Clinics will provide staff and classrooms. RSCCD will collect State apportionment for these classes and reimburse Pacific Clinics \$2.50 per student attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the One Year Renewal of Instructional Services Agreement with Pacific Clinics for the period of July 1, 2019 through June 30, 2020 as presented.

Fiscal Impact: Apportionment	Board Date: June 17, 2019
Item Prepared by: Jose F. Vargas, Vice President, Continuing Education	
Item Submitted by: John C. Hernandez, Ph.D., President	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

ONE (1) YEAR INSTRUCTIONAL SERVICES AGREEMENT
BETWEEN THE
PACIFIC CLINICS
AND THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is entered into this 1st day of July, 2019, which date is enumerated for purposes of reference only, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “RSCCD,” and the PACIFIC CLINICS, hereinafter referred to as “PACIFIC CLINICS.”

WITNESSETH:

WHEREAS, RSCCD is authorized under Section 78021 of the California Education Code to establish contract education programs by agreement with any public or private agency, corporation, or association, to provide specific educational programs or training to meet the needs of these entities; and

WHEREAS, "contract education" is defined to mean those situations in which a community college district contracts with a public or private entity for the purposes of providing instruction or services or both by the community college; and

WHEREAS, RSCCD wishes to offer noncredit courses in certain facilities provided by the PACIFIC CLINICS; and

WHEREAS, RSCCD represents that it has minimum qualifications for instructors teaching these courses and the qualifications are consistent with requirements in other similar courses given at the RSCCD: and

WHEREAS, PACIFIC CLINICS represents that it is a public organization funded by the Orange County Health Care Agency through the Mental Health Services Act; Workforce Education & Training; and

WHEREAS, through this Agreement with PACIFIC CLINICS, RSCCD intends to provide educational programs for the benefit of eligible students of the RSCCD at various

facilities, including PACIFIC CLINICS' Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866; and

WHEREAS, PACIFIC CLINICS operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination; and

WHEREAS, PACIFIC CLINICS operates in physical facilities that meet requirements of State and local Health and Safety regulations and are adequate and suitable for the courses offered and the number of students in attendance; and

WHEREAS, PACIFIC CLINICS maintains current and accurate student attendance and progress records, and PACIFIC CLINICS consents to inspection of these records by authorized representatives of RSCCD, the California Community College Board of Governors, and other regulatory and administrative agencies;

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

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A. RECITALS:

All the above recitals are true and correct.

B. TERM:

The term of this Agreement shall be for one (1) year, commencing July 1, 2019 and terminating June 30, 2020, unless earlier terminated by either party in the manner set forth herein.

C. OPTIONAL TERMINATION:

PACIFIC CLINICS or RSCCD may terminate this Agreement, without cause, at the end of any semester or summer session, upon thirty days written notice to the other party.

D. RESPONSIBILITIES OF RSCCD:

1. RSCCD shall provide instruction and training to eligible students of the RSCCD at various facilities designated by PACIFIC CLINICS, including PACIFIC CLINICS Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866. RSCCD is responsible for the education programs conducted at these facility sites.
2. RSCCD shall provide:
 - a. English as a Second Language Classes
 - b. Classes that lead toward the attainment of an adult high school diploma or preparation for a high school equivalency certification such as GED or HiSET.
 - c. Classes is short-term Career Technical Education
 - d. Classes for Adults with Disabilities
 - e. Classes for Older Adults

The courses of instruction under this agreement are listed in the annual Santiago Canyon College Catalog and as an attachment to this agreement (Attachment A). The total number of student attendance hours under this agreement shall not exceed 30,000 per fiscal year.

3. The curriculum shall be as described in the RSCCD's Catalog and the program and course outlines on file in the Instruction Office as approved by the Curriculum Council,

the Chancellor, the Board of Trustees of RSCCD, and the Chancellor's Office of the California Community Colleges.

4. RSCCD shall use selected PACIFIC CLINICS staff as instructors to provide the instruction and training covered in this Agreement. In order to meet the California Code of Regulations, Title 5, requirement, that students be under the immediate supervision of an "employee" of RSCCD, RSCCD will invoke the provision of Title 5, Section 58058(b).

Accordingly, PACIFIC CLINICS staff that is used, as instructors will be required to enter into written individual instructor service agreements with RSCCD regarding their responsibilities for delivering the curriculum called for in this Agreement.

RSCCD shall have the primary right to control and direct instructional activities of the instructor while instructor is conducting a class, or classes, given through an instructional service agreement between RSCCD and PACIFIC CLINICS.

5. Instruction to be claimed for apportionment by RSCCD under this Agreement shall be under the immediate supervision and control of an employee of the RSCCD (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California community college.
6. RSCCD's minimum qualifications for instructors teaching under this agreement are consistent with requirements in other similar courses offered within the RSCCD.
7. RSCCD shall demonstrate control and direction of the instructional courses offered under this agreement through such appropriate actions as providing the instructors with an orientation, instructor's manual, course outline, curriculum material, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
8. RSCCD has specified the courses of instruction within this Agreement (Attachment A), and the outlines of record for such courses have been approved by the college's curriculum committee as meeting Title 5 course standards, and the RSCCD's board of trustees has approved the courses.

9. RSCCD shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. RSCCD shall assure that the courses offered through this agreement, and the faculty and the students, are held to a level of rigor comparable to that of the other sections of noncredit education courses offered within the RSCCD.
10. RSCCD shall claim state apportionment for student attendance generated in classes covered by this Agreement. PACIFIC CLINICS shall not claim state apportionment for the same student attendance hours claimed by RSCCD.
11. RSCCD shall reimburse PACIFIC CLINICS for use of staff and facilities, in accordance with the terms stated in Section G, "PAYMENT."
12. RSCCD shall provide the normal administrative functions, including admissions, counseling, registration, and achievement records comparable to those maintained for any student of RSCCD.

E. RESPONSIBILITIES OF PACIFIC CLINICS:

1. PACIFIC CLINICS shall provide staff and facilities for RSCCD to utilize in the operation of its instructional programs for eligible students of the RSCCD.
2. PACIFIC CLINICS staff who are used as instructors under this Agreement will be appropriately credentialed to teach the subject areas covered by this Agreement.
3. Pursuant to California Code of Regulations, Title 5, Section 58058(b), PACIFIC CLINICS staff used as instructors under this Agreement will enter into individual agreements with RSCCD regarding their responsibilities as instructors for RSCCD, specifically for delivery of the curriculum covered by this Agreement. All instructor agreements will be kept on file by RSCCD.
4. RSCCD shall not be obligated to make any payment to PACIFIC CLINICS staff for services under the terms of this Agreement. Any and all salaries and benefits payable or owing to PACIFIC CLINICS staff who are used as instructors under the terms of this Agreement are the sole responsibility and liability of PACIFIC CLINICS.
5. PACIFIC CLINICS shall provide all necessary instructional supplies and equipment for the students covered by the Agreement. All material and equipment supplied by

PACIFIC CLINICS shall remain the property of PACIFIC CLINICS and shall not be removed from the premises without permission of PACIFIC CLINICS.

6. PACIFIC CLINICS shall not charge students receiving instruction and training under this Agreement additional cost for tuition.
7. PACIFIC CLINICS will provide those administrative functions essential for the operation of facilities, at its own expense, where the instructional programs under this agreement take place.
8. PACIFIC CLINICS shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.
9. PACIFIC CLINICS courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
10. PACIFIC CLINICS shall retain records of enrollees' attendance for at least five (5) years and shall, upon request, make them available for review by RSCCD, the Office of Private Postsecondary Education, and the Chancellor's Office of the California Community Colleges.

F. RESPONSIBILITIES OF RSCCD AND PACIFIC CLINICS:

1. RSCCD and PACIFIC CLINICS will make available as appropriate support services such as counseling, guidance and placement assistance for the students.
2. RSCCD and PACIFIC CLINICS will supervise students and evaluate student progress.
3. RSCCD and PACIFIC CLINICS will determine the withdrawal procedures and documentation applicable to students who seek to withdraw prior to completion of a course.
4. Procedures, Terms, and Conditions. The enrollment period for instructional programs under this agreement is determined by RSCCD and is unique to this program. The students do not pay enrollment fees for the education courses under this agreement. The

RSCCD determines the number of class hours sufficient to meet the stated performance objectives.

G. PAYMENT:

1. RSCCD shall reimburse PACIFIC CLINICS for the use of staff and facilities at the rate of \$2.50 per student attendance hour, up to a maximum of 30,000 hours (\$75,000) per fiscal year. The hours claimed under this Agreement must be certified to RSCCD for actual attendance during the preceding month for all properly enrolled students. Such payment is considered full payment to cover all of PACIFIC CLINICS's contract cost of operating the instructional programs covered by this Agreement.

2. PACIFIC CLINICS shall submit certified statements and billing monthly to:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College

Orange Education Center

1465 N. Batavia Street

Orange, CA 92867

ATTENTION: Vice President, Continuing Education

3. PACIFIC CLINICS billing shall include evidence of positive attendance in accordance with State regulations. At the end of each month, RSCCD will send the total attendance hours posted for the month to PACIFIC CLINICS's designee for reconciliation and confirmation/certification so that an invoice can be generated. All billings shall include the total number of actual student attendance hours.
4. RSCCD shall reimburse PACIFIC CLINICS within twenty (20) days after receipt of billing.

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States Mail, first class postage prepaid and addressed as follows:

RSCCD:

Santiago Canyon College
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640
Attention: Vice President, Continuing Education

**PACIFIC CLINICS:
PACIFIC CLINICS**

Recovery Education Institute
401 S. Tustin St. Building B
Orange, CA 92866
714-244-4322
Attention: Victoria Rivett, Education Director

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF PACIFIC CLINICS AND RSCCD:

PACIFIC CLINICS is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between RSCCD and PACIFIC CLINICS, or any of PACIFIC CLINICS's agents or employees. PACIFIC CLINICS, its agents and employees shall not be entitled to any rights or privileges of RSCCD employees and shall not be considered in any manner to be RSCCD employees.

RSCCD is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between PACIFIC CLINICS and RSCCD, or any of OnRSCCD's agents or employees. RSCCD, its agents and employees, shall not be entitled to any rights or privileges of PACIFIC CLINICS employees and shall not be considered in any manner to be PACIFIC CLINICS employees.

J. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of RSCCD and PACIFIC CLINICS, with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

K. CERTIFICATION BY RSCCD:

RSCCD hereby certifies that on all student attendance from classes offered through this Agreement which it reports for state apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

L. CERTIFICATION BY PACIFIC CLINICS:

PACIFIC CLINICS hereby certifies that in receiving the compensation for attendance hours stipulated in this Agreement, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

M. INSURANCE:

1. PACIFIC CLINICS shall obtain and maintain insurance, at the expense of PACIFIC CLINICS, all workers' compensation insurance required by law for its employees in the operation of this program.
2. PACIFIC CLINICS shall maintain during the entire term of this Agreement insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate. Said coverage shall expressly name Rancho Santiago Community College District, its officers, agents, and employees, as Additional Insured. PACIFIC CLINICS shall provide to RSCCD a certificate of insurance and the Additional Insured Endorsement covering the contract period and stating the required coverage.

- a. This coverage shall not be canceled or coverage reduced until notice has been mailed to RSCCD stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.
- b. Such coverage as provided shall be primary and any coverage carried by RSCCD shall be excess and non-contributory.

N. INDEMNIFICATION:

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

PACIFIC CLINICS shall defend, indemnify and hold RSCCD harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PACIFIC CLINICS, its officers, agents, or employees.

IN WITNESS WHEREOF, the parties have executed the AGREEMENT to provide education classes to eligible students of the RSCCD.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

PACIFIC CLINICS

Signature:

Date:

Kris Giordano
Executive Vice President
PACIFIC CLINICS
800 S. Santa Anita
Arcadia, CA 91006
626-254-5000

**Attachment A
COURSES OF INSTRUCTION**

COURSES IN HIGH SCHOOL SUBJECTS/GED/HiSET

Course #	Course Title	Hours
HSENG 083	Composition 1	72
HSENG 084	Composition 2	72
HSENG 085	Composition 3	72
HSENG 020	Literature Brought to Life	72
HSENG 050	English Through Literature 11B	72
HSENG 051	English Through Literature 12B	72
HSENG 052	English Language Arts 1	72
HSENG 053	English Language Arts 2	72
HSENG 063	English Through Literature 11A	72
HSENG 064	English Through Literature 12A	72
HSENG 066	English Fundamentals 2	72
HSENG 067	English Fundamentals 3	72
HSENG 068	English Fundamentals 4	72
HSENG 070	The Short Story	72
HSENG 072	Poetry	72
HSENG 076	The Novel	72
HSENG 098	Building Vocabulary 3	72
HSRDG 089	Reading Proficiency Development	72
HSRDG 090	Reading Improvement	72
HSRDG 093	Building Reading Skills 1	72
HSRDG 094	Building Reading Skills 2	72
HSSCI 168	Life Science 1	72
HSSCI 169	Life Science 2	72
HSSCI 193	Basic Science 2	72
HSSCI 190	Physical Science 1	72

Course #	Course Title	Hours
HSSCI 191	Physical Science 2	72
HSSCI 192	Basic Science 1	72
HSENG 202	Survey of English Level 2	72
HSENG 203	Survey of English Level 3	72
HSSOC 218	US History 1: Colonization to Industrialization	72
HSSOC 219	US History 2: The Shaping of Modern America	72
HSSOC 215	Introduction to Economics	72
HSSOC 222	Government 1: United States Federal Government and Politics	72
HSSOC 229	World History, Geography, and Culture 1	72
HSSOC 230	World History, Geography, and Culture 2	72
HSSOC 216	World Cultures 1A	72
HSSOC 217	World Cultures 1B	72
HSART 020	Literature Brought to Life	72
HSART 070	Short Stories	72
HSART 828	Understanding American Through Art	72
HSART 837	The Film as Art	72
HSSCI 196	Health Science	72
HSMTH 156	Essential Mathematics 1	72
HSMTH 157	Essential Mathematics 2	72
HSMTH 158	Math Fundamentals 1	72
HSMTH 159	Math Fundamentals 2	72
HSMTH 163	Algebra 1A	72
HSMTH 164	Algebra 1B	72
HSMTH 165	Algebra 2A	72
HSMTH 166	Algebra 2B	72
HSMTH 167	Geometry A	72
HSMTH 168	Geometry B	72
ABE 023	Adult Basic Education Reading	72

Course #	Course Title	Hours
ABE 024	Adult Basic Education Writing	72
ABE 025	Adult Basic Education Mathematics	72
ABE 026	Adult Basic Education Spelling	72
HSOTH 050	Basics of Leadership Part 1	72
HSOTH 202	Basics of Leadership Part 2	72
HSS 338	Workforce Preparation	15
HSS 770	Orientation to College	8

COURSES FOR OLDER ADULTS

OAP 823	Manipulative Skills for Older Adults	72
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COURSES FOR ADULTS WITH DISABILITIES

WKPR 001	Transition to Higher Learning	60
WKPR 002	Self-Advocacy	60
WKPR 003	Getting Around Town	60
WKPR 004	Choosing the Right Employment Path	60
WKPR 005	Safety on the Job	60
WKPR 006	Communication Skills for Successful Employment	60
WKPR 007	Social Skills and Necessary Etiquette	60
WKPR 008	Building Critical Thinking Skills	60
WKPR 009	Beginning Computers	60
WKPR 011	Introduction to Handling Money	60
WKPR 012	Applying Reading Skills on the Job	60
WKPR 013	Applying Writing Skills on the Job	60

COURSES IN ENGLISH AS A SECOND (ESL) LANGUAGE

ESL 399	ESL Literacy	216
ESL 410	Beginning ESL	216

ESL 420	Beginning ESL 2	216
ESL 430	Beginning ESL 3	216
ESL 440	ESL Beginning 1-3 Multilevel	216
ESL 460	Intermediate ESL 1	216
ESL 470	Intermediate ESL 2	216
ESL 480	Intermediate ESL 3	216
ESL 500	Intermediate ESL 1-3 Multilevel	216
ESL 570	Conversation 1	72
ESL 580	Conversation 2	72
ESL 010	ESL Writing	72
ESL 510	English for Work 1	216
ESL 520	English for Work 2	216
ESL 530	American English Pronunciation	216
ESL 601	Advanced Grammar and Writing	96

COURSES IN SHORT-TERM CAREER TECHNICAL EDUCATION

VBUS 012	Workforce Readiness	60
VBUS 013	Introduction to Personal Management using MS Outlook	60
VBUS 014	Introduction to Mobile and Social Media	60
VBUS 097	Introduction to Personal Commerce on the Internet	60
VBUS 118	Introduction to Windows	60
VBUS 119	Introduction to Keyboarding and Basic Windows	60
VBUS 121	Introduction to Computer Software Applications	60
VBUS 258	Navigating the Internet	36
VBUS 260	Introduction to Word Processing using MS Word	60
VBUS 261	Introduction to Databases using MS Access	60
VBUS 262	Introduction to Spreadsheets using MS Excel	60
VBUS 302	Introduction to Web Page Development using HTML	60
VBUS 304	Introduction to Electronic Presentations using PowerPoint	60

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

To: Board of Trustees	Date: June 17, 2019
Subject: Approval of 3 Year Renewal of Instructional Services Agreement with Goodwill Industries of OC	
Action: Request for Approval	

BACKGROUND

Since December 4, 2017, the Rancho Santiago Community College District, on behalf of Santiago Canyon College – Orange Education Center (SCC-OEC), and the Goodwill Industries of Orange County (GIOC) have partnered to provide employment preparation classes to adults with disabilities through an Instructional Services Agreement (ISA). The current agreement is scheduled to end June 30, 2019 and the GIOC is requesting to renew the agreement for a 3 year period. The agreement renewal is for the period of June 1, 2019 through June 30, 2022.

ANALYSIS

Attached is the 3 year renewal of the ISA (SCC Contract # SCC 19-0617B) that describes the roles and responsibilities of SCC-OEC and GIOC. Through the renewal of this Instructional Services Agreement, SCC-OEC will continue to provide noncredit employment preparation classes to adults with disabilities. The classes will be held at the University of California, Irvine Medical Center in Orange, the Children’s Hospital of Orange County in Orange, and the Edwards Lifesciences Corporation in Irvine. GIOC will provide staff, classrooms, and worksite training locations within these locations. RSCCD will collect State apportionment for these classes and reimburse GIOC \$2.75 per student attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 3 Year Renewal of Instructional Services Agreement with Goodwill Industries of OC for the period of July 1, 2019 through June 30, 2022 as presented.

Fiscal Impact: Apportionment	Board Date: June 17, 2019
Item Prepared by: Jose F. Vargas, Vice President, Continuing Education	
Item Submitted by: John C. Hernandez, Ph.D., President	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

THREE (3) YEAR INSTRUCTIONAL SERVICES AGREEMENT

BETWEEN

GOODWILL INDUSTRIES OF ORANGE COUNTY, CA

AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is entered into this 1st day of July, 2019, which date is enumerated for purposes of reference only, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and GOODWILL INDUSTRIES OF ORANGE COUNTY, CA, hereinafter referred to as "GIOC."

WITNESSETH:

WHEREAS, DISTRICT is authorized under Section 78021 of the California Education Code to establish contract education programs by agreement with any public or private agency, corporation, or association, to provide specific educational programs or training to meet the needs of these entities; and

WHEREAS, "contract education" is defined to mean those situations in which a community college district contracts with a public or private entity for the purposes of providing instruction or services or both by the community college; and

WHEREAS, DISTRICT wishes to offer noncredit courses in certain facilities provided by GIOC; and

WHEREAS, DISTRICT represents that it has minimum qualifications for instructors teaching these courses and the qualifications are consistent with requirements in other similar courses given at the DISTRICT; and

WHEREAS, GIOC represents that it is a non-profit adult day program that provides community based vocational training to adults within the DISTRICT service area; and

WHEREAS, through this Agreement with GIOC intends to provide educational programs for the benefit of eligible students of the DISTRICT at various facilities, including, but not limited to, the University of California, Irvine Medical Center, 101 The City Drive, Orange,

CA 92868; Children’s Hospital of Orange County (CHOC), 1201 W. La Veta Avenue, Orange, CA 92868; Edwards Lifesciences Corporation, 1 Edwards Way, Irvine, CA 92614; and

WHEREAS, GIOC operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination; and

WHEREAS, GIOC operates in physical facilities that meet requirements of State and local Health and Safety regulations and are adequate and suitable for the courses offered and the number of students in attendance; and

WHEREAS, GIOC maintains current and accurate student attendance and progress records, and GIOC consents to inspection of these records by authorized representatives of DISTRICT, the California Community College Board of Governors, and other regulatory and administrative agencies; and

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

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

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A. RECITALS:

All the above recitals are true and correct.

B. TERM:

The term of this Agreement shall be for thirty-six (36) months, commencing July 1, 2019 and terminating June 30, 2022, unless earlier terminated by either party in the manner set forth herein.

C. OPTIONAL TERMINATION:

GIOC or DISTRICT may terminate this Agreement, without cause, at the end of any semester or summer session, upon thirty (30) days written notice to the other party.

D. RESPONSIBILITIES OF DISTRICT:

1. DISTRICT shall provide instruction and training to eligible students of the DISTRICT at various facilities designated by GIOC, including the University of California, Irvine Medical Center, 101 The City Drive, Orange, CA 92868; Children’s Hospital of Orange County (CHOC), 1201 W. La Veta Avenue, Orange, CA 92868; Edwards Lifesciences Corporation, 1 Edwards Way, Irvine, CA 92614. DISTRICT is responsible for the education programs conducted at these facility sites.
2. DISTRICT shall provide instruction for the following subjects.

COURSE NUMBER	COURSE TITLE	FACILITY	COURSE HOURS
WKPR-001	Transition to Higher Learning	<ul style="list-style-type: none">• UCI Medical Center• Children’s Hospital of Orange County (CHOC)• Edwards Lifesciences	60
WKPR-002	Self-Advocacy	<ul style="list-style-type: none">• UCI Medical Center• Children’s Hospital of Orange County (CHOC)• Edwards Lifesciences	60

WKPR-003	Getting Around Town	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	60
WKPR-004	Choosing the Right Employment Path	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	60
WKPR-005	Safety on the Job	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	60
WKPR-006	Communication Skills for Successful Employment	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	60
WKPR-007	Social Skills and Necessary Etiquette	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	60
WKPR-008	Building Critical Thinking Skills	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	60
WKPR-009	Beginning Computers	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	60
WKPR-010	Customer Service for the Medical Field	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	60
WKPR-011	Introduction to Handling Money	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	60

WKPR-012	Applying Reading Skills on the Job	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	60
WKPR-013	Applying Writing Skills on the Job	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	60
WKPR-014	Basic Finances in the Workplace	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	32
WKPR-015	Public Communication	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	32
WKPR-016	Long Term Competitive Employment Training	<ul style="list-style-type: none"> • UCI Medical Center • Children's Hospital of Orange County (CHOC) • Edwards Lifesciences 	180

The courses of instruction under this agreement are listed in the annual Santiago Canyon College Catalog. The total number of student attendance hours under this agreement shall not exceed 40,500 per fiscal year.

3. The curriculum shall be as described in the Rancho Santiago Community College District's Catalog and the program and course outlines on file in the Instruction Office as approved by the Curriculum Council, the Chancellor, the Board of Trustees of DISTRICT, and the Chancellor's Office of the California Community Colleges.
4. DISTRICT shall use selected GIOC's staff as instructors to provide the instruction and training covered in this Agreement. In order to meet the California Code of Regulations, Title 5, requirement, that students be under the immediate supervision of an "employee" of DISTRICT, DISTRICT will invoke the provision of Title 5, Section 58058(b).


Accordingly, GIOC staff that is used, as instructors will be required to enter into written individual instructor service agreements with DISTRICT regarding their responsibilities for delivering the curriculum called for in this Agreement.

DISTRICT shall have the primary right to control and direct instructional activities of the instructor while instructor is conducting a class, or classes, given through an instructional service agreement between DISTRICT and GIOC.

5. Instruction to be claimed for apportionment by DISTRICT under this Agreement shall be under the immediate supervision and control of an employee of the DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California community college.
6. DISTRICT's minimum qualifications for instructors teaching under this agreement are consistent with requirements in other similar courses offered within the DISTRICT.
7. DISTRICT shall demonstrate control and direction of the instructional courses offered under this agreement through such appropriate actions as providing the instructors with an orientation, instructor's manual, course outline, curriculum material, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
8. DISTRICT has specified the courses of instruction within this Agreement, and the outlines of record for such courses have been approved by the college's curriculum committee as meeting Title 5 course standards, and the DISTRICT's board of trustees has approved the courses.
9. DISTRICT shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. DISTRICT shall assure that the courses offered through this agreement, and the faculty and the students, are held to a level of rigor comparable to that of the other sections of noncredit education courses offered within the DISTRICT.
10. DISTRICT shall claim state apportionment for student attendance generated in classes covered by this Agreement. GIOC shall not claim state apportionment for the same student attendance hours claimed by DISTRICT.

11. DISTRICT shall reimburse GIOC for use of staff and facilities, in accordance with the terms stated in Section G, "PAYMENT."
12. DISTRICT shall provide the normal administrative functions, including admissions, counseling, registration, achievement records, and awarding of completion certificates comparable to those maintained for any student of DISTRICT.

E. RESPONSIBILITIES OF GIOC:

1. GIOC shall provide staff and facilities for DISTRICT to utilize in the operation of its instructional programs for eligible students of the DISTRICT. 
2. GIOC staff who are used as instructors under this Agreement will be appropriately credentialed to teach the subject areas covered by this Agreement.
3. Pursuant to California Code of Regulations, Title 5, Section 58058(b), GIOC staff used as instructors under this Agreement will enter into individual agreements with DISTRICT regarding their responsibilities as instructors for DISTRICT, specifically for delivery of the curriculum covered by this Agreement. All instructor agreements will be attached to this Agreement when transmitted to the DISTRICT for Agreement approval.
4. DISTRICT shall not be obligated to make any payment to GIOC staff for services under the terms of this Agreement. Any and all salaries and benefits payable or owing to GIOC staff who are used as instructors under the terms of this Agreement are the sole responsibility and liability of GIOC.
5. GIOC shall provide all necessary instructional supplies and equipment for the students covered by the Agreement. All material and equipment supplied by GIOC shall remain the property of GIOC and shall not be removed from the premises without permission of GIOC.
6. GIOC shall not charge students receiving instruction and training under this Agreement additional cost for tuition for any instruction and/or training to be provided in accordance with this contract.
7. GIOC will provide those administrative functions essential for the operation of facilities, at its own expense, where the instructional programs under this agreement take place.
8. GIOC shall provide all students who complete the program job placement services. Record of such placement services shall be kept and reported to the DISTRICT annually.

9. GIOC shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.
10. GIOC courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
11. GIOC shall retain records of enrollees' attendance for at least five (5) years and shall, upon request, make them available for review by DISTRICT, the Office of Private Postsecondary Education, and the Chancellor's Office of the California Community Colleges.

F. RESPONSIBILITIES OF DISTRICT AND GIOC:

1. DISTRICT and GIOC will make available as appropriate support services such as counseling, guidance and placement assistance for the students.
2. DISTRICT and GIOC will supervise students and evaluate student progress.
3. DISTRICT and GIOC will determine the withdrawal procedures and documentation applicable to students who seek to withdraw prior to completion of a course.
4. The enrollment period for instructional programs under this agreement is determined by DISTRICT and is unique to this program. The students do not pay enrollment fees for the education courses under this agreement. The DISTRICT determines the number of class hours sufficient to meet the stated performance objectives.

G. PAYMENT:

1. DISTRICT shall reimburse GIOC for the use of staff and facilities at the rate of \$2.75 per student attendance hour, up to a maximum of 13,500 hours (\$37,155) per fiscal year per location with a maximum total of all locations not to exceed 40,500 hours (\$111,375) per fiscal year. The hours claimed under this Agreement must be certified to DISTRICT for actual attendance during the preceding month for all properly enrolled students. Such

payment is considered full payment to cover all of GIOC's contract cost of operating the instructional programs covered by this Agreement.

2. GIOC shall submit certified statements and billing once a month to:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College

Orange Education Center

1465 N. Batavia Street

Orange, CA. 92867

ATTENTION: Vice President, Continuing Education

3. GIOC's billing shall include evidence of positive attendance in accordance with State regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees and number of actual hours of instruction.
4. DISTRICT shall reimburse GIOC within twenty (20) days after receipt of billing.

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States Mail, first class postage prepaid and addressed as follows:

DISTRICT:

Santiago Canyon College

Rancho Santiago Community College District

2323 North Broadway

Santa Ana, CA 92706-1640

Attention: Vice President, Continuing Education

GOODWILL INDUSTRIES OF ORANGE COUNTY, CA:

410 N. Fairview

Santa Ana, CA 92703

(714) 547-6308 ext 333

Attention: Kathy Copeland, Vice President Human Services

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF GIOC AND DISTRICT:

GIOC is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between DISTRICT and GIOC, or any of GIOC's agents or employees. GIOC, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees.

DISTRICT is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between GIOC and DISTRICT, or any of DISTRICT's agents or employees. DISTRICT, its agents and employees, shall not be entitled to any rights or privileges of GIOC employees and shall not be considered in any manner to be GIOC's employees.

J. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of DISTRICT and GIOC, with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

K. CERTIFICATION BY DISTRICT:

DISTRICT hereby certifies that on all student attendance from classes offered through this Agreement which it reports for state apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

L. CERTIFICATION BY GIOC:

GIOC hereby certifies that in receiving the compensation for attendance hours stipulated in this Agreement, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

M. INSURANCE:

1. GIOC shall obtain and maintain insurance, at the expense of GIOC, all workers' compensation insurance required by law for its employees in the operation of this program.
2. GIOC shall maintain during the entire term of this Agreement insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate. Said coverage shall expressly name Rancho Santiago Community College District, its officers, agents, and employees, as Additional Insured. GIOC shall provide to DISTRICT a certificate of insurance and the Additional Insured Endorsement covering the contract period and stating the required coverage.
 - a. This coverage shall not be canceled or coverage reduced until notice has been mailed to the DISTRICT stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.
 - b. Such coverage as provided shall be primary and any coverage carried by the DISTRICT shall be excess and non-contributory.

N. INDEMNIFICATION:

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

the negligent or intentional acts or omissions of the District, its officers, agents, employees, Students, or District Instructors (if applicable).

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

IN WITNESS WHEREOF, the parties have executed the AGREEMENT to provide education classes to eligible students of the DISTRICT.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

GOODWILL INDUSTRIES OF ORANGE COUNTY, CA

Signature:

Date:

Kathy Copeland, Vice President
Human Resources
Goodwill of Orange County
410 N. Fairview
Santa Ana, CA 92703
(714) 547-6308 ext 333

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

To: Board of Trustees	Date: June 17, 2019
Re: Approval of Classroom Lease Renewal with Orange Unified School District	
Action: Request for Approval	

BACKGROUND

Historically, RSCCD has rented classroom space from the Orange Unified School District (OUSD) to provide additional instructional facilities for continuing education courses. This arrangement was first approved by the Board of Trustees on January 14, 1986. Renewal of the lease agreement is required for use of the space in 2019-20.

ANALYSIS

The 2019-20 cost to lease classroom space with the OUSD is \$15.00 per classroom hour adjusted by 2019-20 COLA. It is estimated that the Santiago Canyon College, Orange Education Center will need to lease approximately 2,920 hours of classroom space during the 2018-19 fiscal year for a cost of \$43,800 adjusted by 2019-20 COLA. Attached is a copy of the required online OUSD Facility Use Application form. The details of the request for facility use are completed online as the need for classrooms is determined.

RECOMMENDATION

It is recommended that the Board of Trustees approve the SCC Orange Education Center classroom lease renewal with Orange Unified School District for the period of July 1, 2019 through June 30, 2020 as presented.

Fiscal Impact: \$14.00 per classroom hour plus 2019-20 COLA	Board Date: June 17, 2019
Prepared by: Jose Vargas, Vice President, Continuing Education	
Submitted by: John C. Hernandez, Ph.D., President	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

Event Request

Group: SCC Orange Education Center [Create New Group](#)

Classification: Group A - Community Organizations
[Classification Descriptions](#)

Primary Contact for Request: -- Select One --

[Step 1 >> Next](#)

Event Request

Event Name:

Event Description:

Event Type: -- Select One --

Event Category: Rental

Name of Adult Leader/Supervisor:

Total Number of People Expected:

Will fees be charged? Yes No

Description of Fees to be Charged:

Use of Revenue Funds:

Special Requests:

[Step 2 of 4 >> Next](#)

Event Request

Agreement Description

ATTACHMENT A

RULES AND REGULATIONS

1. Use and occupancy of school property shall be primarily for public school purposes. Any authorized use of the property for other than public school purposes shall be subordinate to this primary purpose

ELIGIBILITY FOR USE

2. All groups qualifying under the provisions of the Civic Center Act may use school facilities for non-stop purposes. **They must adhere to the rules and regulations as set forth by the Governing Board of Trustees.** In general, the subject matter of such meetings shall pertain to the recreational, educational, scientific, literary, economic, political, artistic or moral interests of the Community, or for the discussion of matters of general or public interest.

3. All groups qualifying for use of OUSD facility fall under the provisions of the Civic Center Act and Board Policy, even as amended from time to time. **Use of religious services must be in accordance with the following: a fair market rental will be charged, religious organizations may use school facilities in accordance with E.C. 38130-38139.**

3a. All groups shall comply with applicable city ordinances relating to business and charitable solicitations.

4. Specific restrictions are contained in the laws of the State against the use of school property by subversive groups, for denominational or sectarian purposes, or if the purpose of the meeting is immoral, offensive, or harmful activity. **The facilities will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence, or other unlawful means.**

SAFETY

5. A Civic Center permit does not necessarily authorize the use of certain school district equipment nor the use of any student body equipment; Arrangements for the supervision, operation and payment for the use of any special equipment made available shall be made with the school administrator approving the permit.

6. No structures may be erected or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the school administrator issuing the permit.

7. Any use of school facilities for non-school purposes shall comply with State and local fire, health and safety laws.

FEE/RENTAL CHARGE

8. Charges shall be determined from the Board-approved Table of Charges at the time the permit is issued or after group receives a copy of the approved application/permit.

9. All fees may be paid by cash, certified check, personal check, or cashier's check made payable to Orange Unified School District.

10. Rental rates do not include custodians, cafeteria personnel, ushers, stagehands or other personnel of a similar nature.

11. Using OUSD's reservation system, all cancellation's are required to be submitted not less than five (5) days to permit event date, to avoid full charges. You must log onto your reservation user account and cancel date (s) not needed. NOTE: cancellations made less than five (5) days prior to permitted event may result in charges to the applicant as though the facility were used.

SPECIAL REGULATIONS

12. No booking will be made which will interfere with any arranged school function. School use of all facilities has first consideration and permits are revocable at any time.

13. A Certificate of Insurance **MUST BE** uploaded verifying that the Applicant has General, Professional, Automobile, Worker's Compensation and Abuse & Molestation liability coverages applicable to bodily injury and property damage with a limit of liability of at least \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

Orange Unified School District shall be named as the ADDITIONAL INSURED.

When applicable, proof of non-Profit status, 501c3, must be uploaded to applicant's user account.

14. When food service in a cafeteria or kitchen is desired, arrangements must be made through the Director of Nutritional Services.

GENERAL RULES GOVERNING USE

15. The school administrator may deny any application or cancel any permit when in his/her opinion the use may be contrary to any existing laws or create a condition that may cause a disturbance of the peace.

16. No Alcoholic beverages, narcotics, weapons, dangerous objects, tobacco products, golfing, skateboarding, or dog/pet-walking shall be used/allowed on school district property.

17. All electronic applications submitted, will be directed to the school administrator, NOT LESS THAN 15 days before, and NO EARLIER THAN 90 days before the desired use is to take place.

18. The term "Organization" is defined to mean any persons or group of persons who make application for the use of school property or facilities. If the applicant is only one person, or two or more persons joined together in a partnership, the application must be signed by the person or by a majority of individuals who make up the partnership. If the agency is an organized group, the person making the application shall show evidence of authority to engage for such use of school facilities.

19. Any stage props used must be completely fireproofed by a certified agent of the user. The School District may request a certification from the Fire Department that all stage props have been certified as fireproof.

20. School facilities or property **will not be available for any entertainment involving the use of live animals of any type, kind or size, nor is straw, hay or any readily combustible material of a like manner to be used in any activity.** This is due to a condition of sanitation and fire hazard.

21. When a special activity takes place such as a television or radio broadcast and extra equipment is necessary, such as telephone lines, etc. the District Administration may require a special advance deposit from the applicant to help defray the cost of the special equipment. Any balance of the unused deposit will be returned to the applicant within ten (10) days after the date of the activity.

22. When the general public is allowed to park automobiles in school parking lots, they **must park in designated areas and in such a manner as to allow clear access to all buildings and fire hydrants**

DECLARATION OF APPLICANT:

1. The undersigned agrees to defend, Indemnify and Hold Harmless the Orange Unified School District, its board of trustees, agents and employees, individually and collectively, from and against all costs, losses, claims, actions, and judgments arising from personal injuries, property damage or otherwise, regardless of cause including the district's negligence, that may arise in any way from or be alleged to be caused by the undersigned's use or occupancy of district facilities, furniture or equipment.

2. The undersigned further agrees to provide a certificate of insurance, naming the district as an additional insured for liability coverages satisfactory to the district.

3. I, the undersigned, hereby certify that I will be personally responsible on behalf of the group/organization for any damages sustained by the school building, furniture, equipment, or ground accruing through the occupancy or use of said building and/or use of said building and/or grounds by the group/organization, normal wear and tear excepted.

4. I hereby certify that I have received and read the rules, regulations, as stated in ATTACHMENT A and that I, and the organization which I represent, will abide by them and will conform to all applicable provisions of the Constitution and laws of California and to all other rules and regulations of the District and its authorized agents which may be communicated to the applicant.

5. In executing this declaration, I certify that I have been duly authorized by the herein set forth applicant/organization to act in its behalf in making application for use of said facilities.

Event Request	
Group: SCC Orange Education Center	Application/Request ID: 95671
Event: ESL-Test	Event Type: Activity
Contact: Jose Vargas (7146285910)	Event Category: Rental
Adult Leader/Supervisor: J. Vargas	Insurance Letter: <input checked="" type="checkbox"/>
Class: Group A - Community Organizations	Application Approval Status: Pending
Application Date: 1/26/2018	Space Approval Status: Application Not Submitted
Event Description:	# of People Expected: 20
Special Requests:	
Approver Notes:	

Step 4 of 4

Filter spaces by property and click 'Select' at bottom for space wanted.



Property Type

<input checked="" type="checkbox"/> Elementary	<input type="checkbox"/> High School	<input type="checkbox"/> Middle
<input type="checkbox"/> Special Schools & Programs	<input type="checkbox"/> Stadium	<input type="checkbox"/> Stadium

Properties

<input type="checkbox"/> Anaheim Hills	<input type="checkbox"/> California	<input type="checkbox"/> Cambridge
<input type="checkbox"/> Canyon Rim	<input type="checkbox"/> Chapman Hills	<input type="checkbox"/> Crescent
<input type="checkbox"/> Esplanade	<input type="checkbox"/> Fairhaven	<input type="checkbox"/> Fletcher
<input type="checkbox"/> Handy	<input type="checkbox"/> Imperial	<input type="checkbox"/> Jordan
<input checked="" type="checkbox"/> Lampson	<input type="checkbox"/> LaVeta	<input type="checkbox"/> Linda Vista
<input type="checkbox"/> McPherson Magnet	<input type="checkbox"/> Nohl Canyon	<input type="checkbox"/> Olive
<input type="checkbox"/> Palmyra	<input type="checkbox"/> Panorama	<input type="checkbox"/> Prospect
<input type="checkbox"/> Running Springs	<input type="checkbox"/> Serrano	<input type="checkbox"/> Sycamore
<input type="checkbox"/> Taft	<input type="checkbox"/> Villa Park Elem School	<input type="checkbox"/> West Orange

Types of Spaces

<input type="checkbox"/> Black Top/Basketball Courts/Lunch Tables	<input type="checkbox"/> Classroom - Qty 1	<input type="checkbox"/> Classroom - Qty 2
<input type="checkbox"/> Classroom - Qty 5	<input type="checkbox"/> Classroom - Qty 3	<input type="checkbox"/> Classroom - Qty 4
<input checked="" type="checkbox"/> Computer Room/Library	<input type="checkbox"/> Classroom - Qty 6	<input type="checkbox"/> Classroom - Qty 7
<input type="checkbox"/> Restroom Facilities	<input type="checkbox"/> Field - Soccer	<input type="checkbox"/> Parking Lot
	<input type="checkbox"/> Softball/Baseball Fields	<input type="checkbox"/> Staff Lounge

Matches: 1

Search Results



Computer Room/Library (Lampson)

[Click for Details](#)

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

To:	Board of Trustees	June 17, 2019
Re:	Approval of Renewal of the Memorandum of Understanding for Bridge Program with the Orange Unified School District	
Action:	Request for Approval	

BACKGROUND

Since September 2005, the Rancho Santiago Community College District (RSCCD) and the Orange Unified School District (OUSD) have collaborated on providing a Bridge Program for OUSD students. The Bridge Program was developed to primarily serve higher achieving OUSD students who need an additional class to meet college requirements but cannot fit that course into the regular school day. This Memorandum of Understanding (MOU) is to authorize the Santiago Canyon College – Orange Education Center (SCC-OEC) to continue to provide Bridge classes at OUSD sites for the period of July 1, 2019 through June 30, 2020. Attached is the MOU describing the roles and responsibilities of RSCCD and OUSD.

ANALYSIS

Through this MOU, the OUSD will provide classroom space, free-of-charge, to SCC-OEC to offer noncredit classes during zero period (before the start of the school day) at OUSD high school sites. State apportionment for students attending these Bridge classes at OUSD sites will be collected by SCC-OEC.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Renewal of the Memorandum of Understanding for Bridge Program with the Orange Unified School District as presented.

Fiscal Impact:	Apportionment	Board Date: June 17, 2019
Prepared by:	Jose Vargas, Vice President, Continuing Education	
Submitted by:	John C. Hernandez, Ph.D., President	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**Memorandum of Understanding
Bridge Classes Program
2019-2020**

Since September 2005, the Rancho Santiago Community College District (RSCCD) and the Orange Unified School District (OUSD) have collaborated on providing a Bridge Program for OUSD students. The Bridge Program was developed to primarily serve higher achieving OUSD students who need an additional class to meet college requirements but cannot fit that course into the regular school day. This document will serve as a declarative statement of previously agreed upon terms and will be effective July 1, 2019 through June 30, 2020. Under this Memorandum of Understanding:

RSCCD will continue to:

- A. Provide program administration and non-classroom coordination.
- B. Hire, orient, and train instructors recruited by OUSD.
- C. Provide instruction to OUSD students in previously approved courses at times other than during their regular school day (typically in the mornings before the start of the regular school day). Sessions may be held in the Fall and Spring terms during the school year as attendance requirements dictate.
- D. Schedule classes that are aligned with the OUSD academic calendar.
- E. Process and transfer of grades by deadlines.
- F. Report and collect State apportionment for the classes provided. In the event the instructor of record is absent, RSCCD will not claim any apportionment for classes conducted by a substitute.

OUSD will continue to:

- A. Provide classroom space for the Bridge Classes program at no cost to RSCCD. Classes shall be held at facilities that are clearly identified as being open to the general public and enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
- B. Provide Textbooks/classroom materials.
- C. Facilitate enrollment, insofar as assisting with maintaining the minimum of 20 students that is required to keep a class open.
- D. Not report or collect State apportionment for the Bridge classes provided.
- E. Provide substitute instructors in the event that the instructor of record is absent.

RSCCD and OUSD further understand and agree that:

- A. Bridge classes will follow the traditional OUSD instructional calendar. Bridge classes are scheduled to begin the second day of the Fall semester, and continue through the end of the OUSD academic year.
- B. Both parties will continue to operate on the basis of sound administrative policies and adhere to non-discriminatory practices and do not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination.
- C. Both parties will continue to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments, if applicable.
- D. Both parties will comply with any and all requirements of the Americans with Disabilities Act.
- E. Both parties will hold each other harmless, defend and indemnify the other party, and the officers, employees, Boards, volunteers, and agents of the other party from and against all losses, claims or expenses arising out of an liability for personal injury, bodily injury to person(s), contractual liability and damage sustained or claimed to have been sustained arising out of activities of the parties to this agreement or the activities of either party's Boards, officers, agents, employees, or volunteers. Each party further agrees to waive all rights of subrogation against the other party. The provisions of this indemnity agreement do not, however, apply to any losses, claims or expenses caused by negligence of the party's officers, employees, volunteers, or agents.
- F. Upon one semester advance written notice by either of the parties hereto, this agreement may be terminated for any reason.
- G. Any modifications to this agreement must be in the form of a written amendment, signed by both parties.

In witness whereof, said parties below have agreed upon the terms described above and will abide by those terms in accord with the agreement.

ORANGE UNIFIED SCHOOL DISTRICT

Signature: _____ Date: _____

David A. Rivera
Assistant Superintendent/CBO Business Svcs.
Orange Unified School District
1401 N. Handy Street
Orange, CA 92867
(714) 628-4000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature: _____ Date: _____

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTIAGO CANYON COLLEGE**

To: Board of Trustees	Date: June 17, 2019
Re: Approval of Renewal of Consulting Agreement with Orange Unified School District	
Action: Request for Approval	

BACKGROUND

Since 1986, RSCCD has provided college credit and noncredit courses in classrooms owned by the Orange Unified School District (OUSD). In some cases, RSCCD has leased classroom space and in other cases OUSD has provided the classrooms free of charge. This Consulting Agreement is to allow Santiago Canyon College (SCC) to provide college credit and noncredit classes at OUSD facilities free of charge to RSCCD for the period July 1, 2019 through June 30, 2020.

ANALYSIS

Through this agreement, the OUSD will provide classroom space, free-of-charge, to SCC to offer college credit classes (including dual enrollment) and noncredit classes. State apportionment for students attending credit and noncredit classes at OUSD sites will be collected by SCC. Attached is a copy of the required OUSD Consulting Agreement and a copy of the Statement of Work. The details of the Criminal Records Check Fingerprinting Certification and Employee/Volunteer List will be completed, upon request, as identified needed classes are determined and commence.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Renewal of Consulting Agreement with Orange Unified School District as presented.

Fiscal Impact: Apportionment	Board Date: June 17, 2019
Prepared by: Marilyn Flores, Vice President, Academic Affairs, Santiago Canyon College Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: John C. Hernandez, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



CONSULTING AGREEMENT

THIS AGREEMENT is made effective on **July 1, 2019**, and it is made by and between **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereafter called "Consultant," and the Orange Unified School District, hereafter called "District."

RECITALS

- A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENTS

1. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

Describe Services Here

Attachments to this agreement – please check, if applicable:

- Statement of Work
- Proposal / Price Quotation
- Price / Fee Schedule
- Requirements Summary
- Other attachment described as: _____

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

2. The Consultant will commence providing services under this Agreement on **July 1, 2019**, and will diligently, properly and in full compliance perform as required and complete the performance of services by **June 30, 2020**. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the District's Administrative Services or Purchasing Department in writing.
3. The Consultant is an independent contractor and will perform said services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes or any other purpose.

4. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
5. The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed **\$-0.00**.

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: \$. It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not to exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

6. Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.
7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.
 - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.

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

10. During the term of this Agreement, the Consultant shall maintain liability insurance in an amount not less than \$1,000,000 unless otherwise agreed in writing by the District, automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverages prior to the commencement of work.
11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
12. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement.
14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
 - a) Increase dollar amounts;
 - b) Effect administrative changes; and
 - c) Effect other changes as required by law.
16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
17. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.
18. Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Criminal Records Check Fingerprinting Certification" form and submit it to the District.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONSULTANT:

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

DISTRICT:

Orange Unified School District
726 W. Collins Ave.
Orange, CA 92867

(Signature, Authorized Representative)
Peter Hardash, Vice Chancellor
Business Operations/Fiscal Services

(Signature, Authorized Representative)
David A. Rivera
Assistant Superintendent/CBO
Business Services

(SSN or Federal ID number)

714-480-7340

(Telephone)

hardash_peter@rscdd.edu

(Email Address)

(Date)

(Date)

District Board of Education Approval Date:
Attachment: Criminal Records Check Fingerprinting Certification

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

EDUCATION CODE SECTION 45125.1

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

PENAL CODE SECTION 667.5(c)

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

PENAL CODE SECTION 1192.7

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

The contractor shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

**CRIMINAL RECORDS CHECK
FINGERPRINTING CERTIFICATION**



To the Governing Board of the Orange Unified School District:

I _____, acknowledge and certify as follows:

(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on ____/____/____

Business Name (if applicable)

Address

Printed Name of Authorized Signer

City, State, Zip

Title of Authorized Signer

Telephone

Authorized Signature

E-Mail Address

**Statement of Work
Rancho Santiago Community College District
2019-2020**

DESCRIPTION OF SERVICE:

Santiago Canyon College will:

- Provide continuing education (noncredit) courses through the Division of Continuing Education at the Orange Education Center (SCC-OEC) at schools and sites operated by Orange Unified School District (OUSD) during the 2019-2020 academic year, beginning on or after July 1, 2019 and ending by June 30, 2020 at no cost to OUSD
- Provide free continuing education English as a Second Language (ESL), High School Petition, and GED/HiSET Test Preparation courses to students, contingent upon continued state funding and a minimum of twenty (20) students in attendance
- Collect apportionment for students attending noncredit courses
- Provide general education (credit) courses through Santiago Canyon College Division of Academic Affairs at schools and sites operated by Orange Unified School District (OUSD) during the 2019-2020 academic year, beginning on or after July 1, 2019 and ending by June 30, 2020, at no cost to OUSD. Classes will be held at times other than the regular school day defined by OUSD's academic calendar and bell schedule.
- Collect apportionment for OUSD students who enroll in credit courses at SCC through the Career Advanced Placement (CAP) application process. The students who are concurrently enrolled are exempt from enrollment fees, health, and student fees. CAP/OUSD student are responsible for purchasing textbooks and material fees. (Section 76001 - Education Code). If CAP/OUSD students are taking SCC courses outside of OUSD designated sites and on the college, student will be required to pay health and student fees.
- Provide and pay faculty to teach both credit and noncredit courses at OUSD schools/sites

OUSD will:

- Provide classroom space at no cost to RSCCD. Classes shall be held at facilities that are clearly identified as being open to the general public and enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.

- Allow a minimum of twenty (20) students to be enrolled in each SCC-OEC continuing education (noncredit) course; attendees not to exceed the maximum capacity of the assigned classroom space
- Adhere to SCC-OEC's "Open Entry/Open Exit" course policy
- Adhere to SB 338 which provides the SCC/RSCCD with the authority to restrict admission and enrollment in any session based on age, grade-level of completion, or assessment and placement procedures in conformance with Matriculation regulations.
- Permit students referred by SCC to enroll in SCC courses held at OUSD schools/sites on a space available basis for both credit and noncredit courses

STUDENT RECORDS FOR DUAL ENROLLMENT CLASSES

- Santiago Canyon College and OUSD shall maintain the confidentiality of all student academic records and other personal student records in accordance with all applicable privacy laws, ordinances, regulations, and directives at the federal, state, and local levels. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law.
- Santiago Canyon College and OUSD have a student's educational legitimate interest in student success and access as defined by in the "Student and Parent Waiver of Privacy Rights" release form. SCC may disclose information from an "eligible student's" education record or course progress when performing "Early Alerts".
- Santiago Canyon College and OUSD shall inform all of its officers, employees, and agents providing services as part of this AGREEMENT of the confidentiality of student academic records and other personal student records.
- Santiago Canyon College and OUSD shall enforce applicable policies and procedures to ensure that each student record received pursuant to this AGREEMENT is used solely for the purpose(s) consistent with the user's authority to access that information pursuant to applicable federal and state law.
- Santiago Canyon College and OUSD shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the COLLEGE DISTRICT, the SCHOOL DISTRICT, and other state agencies where such inspection and audit does not conflict with the Education Code.
- Santiago Canyon College and OUSD shall securely transmit data files to each other upon the completion of articulated and dual enrolled courses according to each district's grade reporting deadlines. Upon completion of each term, OUSD will release student demographic information, grades and course completion data for students interested in acquiring college credit. Upon completion of each college

term, SCC will release student demographic information, grades and course completion data for all OUSD students.

- If the COLLEGE DISTRICT and the SCHOOL DISTRICT determines that parent consent is necessary, it will be the SCHOOL DISTRICT's responsibility to attain such consent.
- In all cases, standard FTES computation rules, support documentation, course section tabulations, and record retention requirements will apply, including as prescribed by California Code of Regulations, Title 5, Sections 58003.1 et seq., 58020 et seq., 58030 and 59020 et seq.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Santiago Canyon College - Business & Career Education)

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Renewal of Instructional Service Agreement with Santa Ana Beauty Academy to operate the Santiago Canyon College Cosmetology Program	
Action:	Request for Approval	

BACKGROUND

Santiago Canyon College (SCC) seeks to renew its contract with Santa Ana Beauty Academy (SABA) to continue administering the Cosmetology and Esthetician programs. SCC in partnership with SABA offers the programs to Career Education students. SABA is approved by the California Bureau for Private Postsecondary Education and nationally accredited by the National Accrediting Commission of Career Arts & Sciences. The cosmetology program will prepare student for careers as licensed Cosmetologist and Esthetician. This program may lead to a California State License in Cosmetology, Esthetician or Barbering.

ANALYSIS

The Rancho Santiago Community College District – Santiago Canyon College will receive apportionment for students enrolled in this program. The District will contract with SABA to provide the facility and instructional services. SABA will be compensated based on a revenue sharing formula of actual positive attendance hours generated on a per student basis. During this contract period, SCC will pay SABA \$4.35 per student attendance hour, not-to-exceed \$220,000 (50,574 hours) between July 1 2019 – June 30, 2020. Billings will be managed on a monthly basis.

RECOMMENDATION

It is recommended that the Board approve the Renewal of Instructional Service Agreement with Santa Ana Beauty Academy to operate the Santiago Canyon College Cosmetology Program.

Board Date: June 17, 2019	
Fiscal Impact:	Apportionment
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Elizabeth Arteaga, Interim Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

SANTA ANA BEAUTY ACADEMY
and
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

VOCATIONAL COSMETOLOGY EDUCATION AGREEMENT 2019-20

This Agreement is made and entered into this 1st day of July, 2019, by and between the Rancho Santiago Community College District – Santiago Canyon College (hereinafter referred to as “District”) and Santa Ana Beauty Academy (hereinafter referred to as “Contractor”) located at 2231 N. Tustin Avenue, Santa Ana, CA 92705.

WITNESSETH

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

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

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

WHEREAS, the District also intends to limit the hours of instruction up to a maximum of 50,574 student positive attendance hours, the enrollment pattern may consist of full-time students (a maximum of 8 hours per day, forty hours per week) or part-time students attending less than 8 hours per day, but shall not exceed 50,574 total student attendance hours for the Agreement. The total number of students enrolled shall not exceed a number at which the District funded program may operate effectively; and

WHEREAS, Contractor represents that it is a non-public vocational school with extensive capabilities and experience in vocational instruction and training and holds a current institutional approval issued by the Bureau for Private Post-secondary Education as required under California Education Code section 94893 and 94894 and Title 5 of the California Code of Regulations Code section 71660.

WHEREAS, Contractor represents that each instructor of the Contractor in this program possesses a certificate of authorization for service in a California Private Postsecondary Educational Institution pursuant to California Education Code Article 3, Division 10, Part 59, Chapter 8 (94948). "Licensure" includes any license, certificate, permit, or similar credential that a person must hold to lawfully engage in a profession, occupation, trade, or career field; and a valid license to teach issued by the State Board of Barbering and Cosmetology; and valid minimum qualifications for faculty to teach in cosmetology as stated and required by Administrative Regulations Title 5, Section 55530(e) and approved by the Rancho Santiago Community College Board of Trustees.

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

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

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

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

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

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

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

1. All of the above recitals are true and correct.
2. The Contractor shall comply with all provisions of The California Education Code and Title 5 of the California Code of Administrative Regulations applicable to said Contractor's school to which the District's students are to be assigned, including, but not limited to the holding by Contractor of this valid certificate of course approval and a license as a private, post-secondary vocational school for instruction and training in cosmetology; it being agreed that
 - a. The Contractor shall submit to the District evidence of compliance with this certificate and license requirement prior to the assignment by the District of any of its students to the Contractor's school; and
 - b. The Contractor shall continue to operate such a school during the term of this Contract.
 - c. The Contractor's school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.
3. The Contractor shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statues including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in cosmetology.
4. The Contractor shall provide and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
5. The Contractor shall comply with applicable provisions of the Higher Education Act of 1965, as amended, and, prior to the assignment by the District of any of its students to the Contractor's school, shall submit to the District evidence of such compliance.
6. The Contractor shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964 and ADA (the Americans With Disabilities Act), and, prior to the assignment by the District of any of its students to the Contractor's school, shall submit to the District evidence of such compliance. Contractor agrees that it will not unlawfully discriminate against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person and shall provide reasonable accommodations.
7. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained,

arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

8. The District and the Contractor shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which cosmetology is a part.

9. The District shall enroll a maximum number of students up to capacity with no minimum in the Contractor's school; it being understood that the District does NOT guarantee any set number of students will be enrolled in the Contractor's school at any time.

10. The Contractor shall provide for sixteen hundred (1600) hours of approved instruction and training per student in Cosmetology, or six hundred (600) hours of approved Esthetician instruction per student constitutes the State prescribed educational program to be completed prior to the Board Examination and License of students. For each District student, Contractor shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the District authorized to attend the Contractor's school located at 2231 N. Tustin Avenue, Santa Ana, CA 92705 as established elsewhere in this contract; and it being further understood that the actual number of hours of such instruction and training available to any such authorized student at the expense of the District shall be limited by the period of time between the enrollment date of the student and the final termination date of this contract and the limitations on hours of instruction as established elsewhere in this Contract.

- a. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, or six hundred (600) hours per student in Esthetician instruction as detailed above for the respective fields shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate and/or a license in those fields.
- b. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, or six hundred (600) hours per student in Esthetician shall be given in a proportionate manner over a period of three college semesters or two-college semester and a summer session from the date of enrollment for a full-time forty (40) hours per week student. A student who attends part-time may complete the program in any other combination until a total of 1600 hours in cosmetology, or 600 hours in esthetician has been completed. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of 20-24 hours and a maximum of 40 hours in any calendar week. Instruction time shall be provided by the Contractor for all

students who wish such instruction during the school holidays (excluding legal holidays), winter recess and summer vacation provided such instructional time does not exceed the total hours stipulated within this Agreement.

- c. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the District, it being understood that the District, acting through its representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion of such representative, modification is necessary to achieve the vocational objective of the instruction and training.
- d. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, or six hundred (600) hours per student in Esthetician shall be given under the direct supervision of California licensed cosmetology instructors holding valid California teaching credentials authorizing services in the area of cosmetology in career technical education programs in a community college or possessing equivalent qualifications as established by the District, proof of minimum qualifications to be maintained by the District, and all District students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors.
- e. Should it become necessary for one or more District student(s) to transfer to the Contractor from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, career technical education schools for instruction and training in cosmetology, the Contractor agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.
- f. Any student of the District who completes sixteen hundred (1600) hours of approved instruction and training in Cosmetology, or six hundred (600) hours of approved Esthetician instruction, and has not had the minimum instruction and training required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the Contractor such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the District.
- g. The Contractor shall participate in a program review and validation conducted by the District and at the discretion of the District. Said program review shall include, but is not limited to, advisory committee minutes, student completion

statistics, student surveys, student evaluations, a review of Contractor's curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, record keeping process and practices, governance, and Contractor-District relationship. In the event a program review is requested, Contractor shall be given at least sixty (60) days written notice. Contractor shall complete a self-appraisal in the format supplied by District and submit said self-appraisal to District thirty (30) days prior to a site visitation by District representatives.

11. The Contractor shall provide, without additional charges to the District or the District's students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the District without cost to students in this or other career technical education offerings of said District; and may require students covered by this Contract to purchase such offerings of said types and/or kinds of instructional materials as the District ordinarily requires students in this or other vocational offerings of said District to furnish without cost to said District; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools and/or equipment and uniforms. All material and equipment supplied by the Contractor shall remain the property of the Contractor and shall not be removed from the Contractor's premises without the permission of the Contractor.

12. The by authorized students of the District covered by this Contract, pursuant to the terms and conditions noted hereinafter.

- a. District payments shall be made upon completion of modules and mutually agreed upon by both District and Contract. Payment shall be based upon a certification of the hours of such attendance during the previous calendar months at the Contractor's place of instruction and training; it being agreed that each certification shall be on forms supplied by the District, and shall be based upon daily attendance records maintained by the Contractor, and subject to review and/or audit by an authorized representative of the District.
- b. The Contractor shall submit and certify monthly positive attendance statements, rosters, and billings to Santiago Canyon College, 8045, E. Chapman Avenue, Orange CA 92869 Attention: Dean, Business & Career Education or designee, within five business days preceding the previous months positive attendance. All positive attendance hours shall be submitted on District forms. Billings shall include evidence of positive attendance in accordance with State Regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees, students college identification, social security number, date of birth, and number of actual hours of instruction given. It is the responsibility of Contractor to ensure that delivery is made to the appropriate office.
- c. Records of enrollee attendance shall be maintained by the Contractor for a period of five (5) years and shall be available for review by the District, its staff, its

auditor, the Office of Private Post Secondary Education, and the staff of the Vocational Education Unit of the California Community Colleges – Chancellor’s Office.

- d. The Contractor shall not be reimbursed for more than a total of sixteen hundred (1600) hours of instruction and/or training for any one student.
 - e. In the event a District student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the District shall be responsible to the Contractor for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
 - f. In the event that the District determines that the total direct and indirect cost to provide the same sixteen hundred (1600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the District, or the tuition the Contractor charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the Contractor agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.
 - g. Contractor states that 40% of the above hourly rate represents actual costs of instructors, including all salary related benefits, 20% of the above hourly rate represents rental of equipment, and 40% of the above hourly rate represents rental of facilities.
 - h. The District shall enroll a maximum number of students up to capacity with no minimum in the Contractor’s school; it being understood that the District does NOT guarantee any set number of students will be enrolled in the Contractor’s school at any time.
 - i. Contractor shall submit with their monthly statement a copy of any site visitation reports made by the State Board of Cosmetology.
13. Except as noted in this Contract, the Contractor shall not charge students receiving instruction and training under this Contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this Contract.
14. The Contractor agrees to accept new students during each enrollment period established by the District.
15. The District shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion; it being understood that during such times as any District student is in

attendance in the Contractor's school, such student will be subject to the Contractor's rules and regulations relating to conduct, health, and safety; and operating procedures; it being understood that disciplinary action leading to suspension or dismissal of a District student shall be taken only by the District after consultation with the Contractor.

16. The Contractor will provide those administrative functions essential for the operation of his/her facility at his/her own expense.

17. The Contractor and the District shall ensure that ancillary and support services as relating to counseling, guidance and placement are provided for the students.

18. The Contractor shall maintain accurate records of attendance, financial aid and progress for each student and evaluations of each student at the request of the District, and shall submit to the District such information from such records as is requested by the authorized representative(s) of the District; it being understood that such submittals may be upon a regular schedule and /or upon special requests and it being further understood that there shall be no release of information from such records to any party other than such representative(s). Contractor shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the District.

19. The District shall be financially committed to the cosmetology program only for the amount of monies adopted by the Rancho Santiago Community College District Board of Trustees for this program during the 2019/2020 calendar year starting on July 1, 2019 and expires on June 30, 2020. In the event that monies are exhausted, the Contractor's school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the District or the student.

20. The Contractor shall permit inspections by authorized representatives of the District, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the Contractor's school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, is required, audit school records; interview students and others; and/or evaluate physical plant, instructional aide equipment, and classes in session.

21. Contractor will obtain and maintain all workers' compensation insurance required by law for employees in the operation of this program.

22. Contractor provides, when required by law and at the Contractor's own expense workers' compensation insurance coverage for any student.

23. The Contractor shall indemnify and hold harmless the District and its Board of Trustees, the Board of Governors of the California Community Colleges, and the State of California, and their respective officers, agents and employees of each such entity against any and all claims and

liabilities for death or injury to any person and/or loss, and/or damage to any property arising out of, or in any manner connected with the making of and/or performance of this Contract by Contractor.

- a. In satisfaction of this requirement, the Contractor, in order to protect said entities, officers, agents, and employees, shall secure and maintain, at the Contractor's expense, a policy of general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence for personal injury or death, and not less than twenty-five thousand dollars (\$25,000) for property damage.
 - i. Said policy shall be obtained from a reliable insurance carrier authorized to do such general liability and property damage insurance business in the State of California.
 - ii. Said policy shall expressly name District, its entities, officers, agents, and employees, the Board of Governors of the California Community Colleges and the State of California and their agents, employees, and officers as additional insured.
 - iii. Said policy shall provide that the District shall be given not less than ten (10) days written notice of any cancellation, modification, or reduction of policy coverage.
 - iv. Contractor shall provide to the District a certificate of insurance covering the contract period and stating the required coverage.
 - v. A copy of said policy shall be furnished at all times to the District; and said copy shall be kept up to date by the Contractor.
- b. In satisfaction of this requirement, the Contractor shall, upon request of any such entities, officers, agents, and/or employees, come in and defend said entities and/or individuals against any claims or legal action arising out of, or in any manner connected with, the making of and/or performance of this contract by the Contractor.
- c. Such insurance afforded by this policy for the District, the Board of Governors of the California Community Colleges, the State of California, and their officers, agents, and employees shall be primary and any insurance carried by the District, the Board of Governors of the California Community Colleges, the State of California and their officers, agents, and employees shall be excess and non-contributory.

24. The Contractor shall not use, without prior written approval of the District, the name "Rancho Santiago Community College District" or "Santiago Canyon College" or any of said

District's administrative units, singly or in combination, in any printing or posted materials referring to the Contractor's school and/or the course of instruction.

25. This Contract shall automatically terminate July 1, 2020, it being agreed that either party to this Contract may terminate the Contract at the end of any enrollment term by giving thirty (30) days prior written notice to the other party; and it being agreed that at the time of termination of this Contract neither party shall have any obligation to the other party other than payment for authorized services rendered and submittal of required records covering such services prior to the date of termination. The Contractor shall notify the District of any change in facility location during the period of this Agreement. Facilities must be within the geographical boundaries of the District. The District reserves the right to terminate this Agreement due to a facility change which the District determines to be inadequate for instructional purposes or is outside the district boundaries.

26. The District and the Contractor reserve the right to terminate this Agreement by giving thirty (30) days prior written notice. In addition, the District may terminate this Agreement due to budgetary restraints identified by the Board of Trustees, thirty (30) days after giving written notice. Should a termination notice be provided, no new students will be accepted after the notice has been served on the other party.

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

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

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

To Contractor: Santa Ana Beauty Academy
2231 N. Tustin Avenue
Santa Ana, CA 92705
Attn: Owner – Phuong-Dung (Tammy) Nguyen
Tax Identification Number: 26-3764483

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

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

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

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

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

SANTA ANA BEAUTY ACADEMY

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By: _____
Phuong-Dung (Tammy) Nguyen

By: _____
Peter J. Hardash

Title: Owner/Director _____

**Title: Vice Chancellor, Business
Operations/Fiscal Services** _____

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College - Business & Career Technical Education

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Application and Documents for Eligibility State and Federal Surplus Property Program for the Survey Mapping Sciences Department, Santiago Canyon College.	
Action:	Request for Approval	

BACKGROUND

The State of California, Department of General Services donates surplus equipment to eligible public and non-profit organizations. Santiago Canyon College, as a public community college, is eligible to participate in this program. The Survey Mapping Program has an opportunity to acquire \$70,000 worth of donated surveying equipment through this program.

ANALYSIS

The Rancho Santiago Community College District-Santiago Canyon College would receive equipment valued at \$70,000 initially and, be eligible to participate in the program on an ongoing basis. This is a tremendous benefit to the survey mapping sciences program and a cost savings to the institution and district. The equipment will be utilized by the survey mapping instructors and students and will be stored in U-100.

RECOMMENDATION

It is recommended that the Board approve the Application and Documents for Eligibility State and Federal Surplus Property Program for the Survey Mapping Sciences Department, Santiago Canyon College.

	Board Date: June 17, 2019
Fiscal Impact:	Donation of equipment.
Prepared by:	Elizabeth Arteaga, Interim Dean, Business & Career Technical Education Marilyn Flores, Ph.D., Vice President for Academic Affairs
Submitted by:	John C. Hernandez, Ph.D., President
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

Application Checklist

Government and Special Districts

State Agency
 County
 City
 Public School / District (College's, Universities)
 Special District (Water Districts, Cemetery's, Utilities)

Name of Organization: Rancho Santiago Community College District on behalf of Santiago Canyon College

Contact Name: Elizabeth Arteaga (or) Mark Counts

Contact Name: Phone Number/Email Address:

(714) 628 - 4883 8045 E. Chapman Ave., Orange, CA 92869

Form 201 – Application	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Form 202 – Resolution with Board Minutes (When Applicable)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Form 203 – Non-Discrimination Certification	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Form 204 – Racial Demographic and National Origins of all Persons within your service Area (https://factfinder.census.gov)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Debarment Form	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Sign and Date Terms and Conditions	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Proof of State/Public Agency Status (Listing in State Directory etc.)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Current CBEDS or WASC (if applicable) (https://dq.cde.ca.gov/dataquest/)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> <i>N/A</i>
Return Completed Original Application to: Federal Surplus Property Program 1700 National Drive Sacramento, CA 95834 (Please maintain a copy for your records)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

- Eligibility is limited to the period covered by the certification. Certifications are generally issued on an annual basis; therefore, the provider must update annually or as required by the approval on their certification.

Notes:

Reviewed by:	Date:
Approved: Yes <input type="checkbox"/> No <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/>	Expires:
Donee Number:	Billing Code:

STATE OF CALIFORNIA
 APPLICATION FOR ELIGIBILITY
 STATE & FEDERAL SURPLUS PROPERTY PROGRAM

In completing this form please print or type information

A Name of Organization Rancho Santiago Community College District
on behalf of Santiago Canyon College Telephone 714-626-4883

Address 8046 E. Chapman Ave. City Orange, California Count Orange Co. Zip 92869

E-Mail Address counts_mark@sccollege.edu Fax Number 714-626-2102

1. Application is being made as a (please check one) (a) Public agency or (b) qualified nonprofit and tax-exempt organization Check all spaces that apply and provide all requested data

B. PUBLIC AGENCY Check either state or local

- Conservation
- Economic Development
- Education
- Grade Level Community College
(Preschool, K-12, college)
- Enrollment 17,885
- No of faculty 105
- No. of days in school year 225
- Parks & Recreation
- Public Health
- Public Safety
- Two or more of above
- Other (specify) _____

NONPROFIT AGENCY OR ORGANIZATION:

- Education
- Grade Level _____
(Preschool, K-12, college)
- School for the mentally or physically handicapped
- Enrollment _____
- No. of faculty _____
- No of days in school year _____
- No of school sites _____
- Educational radio or television station
- Museum
- Library
- Medical institution
- Hospital
- Health center
- Clinic
- Other (specify) _____

1. Are the applicant's services available to the public at large? Yes If only a specified group of people is served, please indicate who comprises this group. _____

2. Checklist of signed and completed documents submitted with this application:
- SASP Form No 202 "Resolution," properly signed and approved by the Governing Board designating representatives, including their signatures, X authorized to bind the applicant organization to service fees submitted by the State of California.
 - X SASP Form No 203, nondiscrimination compliance assurance Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion as required by the General Services Administration of the U.S. Government.
 - X Government.
 - Other statements or documentation required, as may be specified. _____

Printed Name and Title of Administrator or Director Elizabeth Arteaga, Interim Dean, Business and Career Education Division

Date 5/24/19 Signature of Administrator or Director Elizabeth Arteaga

FOR STATE SURPLUS AGENCY USE ONLY

Application approved _____ Application disapproved _____



Comments or additional information: _____

Date _____ Signed: _____

Donee Number: _____ Billing Code _____

RESOLUTION

"BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

NAME (Print or Type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
A. <u>Mark Counts</u>	<u>Facilitator/Professor</u>	<u></u>	<u>counts_mark@sccollege.edu</u>
<u>Elizabeth Arteaga</u>	<u>Interim Dean</u>	<u></u>	<u>arteaga_elizabeth@sccollege.edu</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

***Note: All signatures must be in original form. No copied or stamped signatures**

B. The above resolution was PASSED AND ADOPTED this _____ day of _____, 20____, by the Governing Board of the: _____ by the following vote: AYES: _____; NOES: _____; ABSENT: _____
Agency Name

I, _____ Clerk of the Governing Board known as _____

Do hereby certify that the foregoing is a full, true and correct resolution adopted by the governing board of the below named organization at the meeting thereof held at its regular place of meeting on this date and by the vote above stated, a copy of said resolution is on file in the principap office of the Governing Board.

Signed by: _____

Rancho Santiago Community College District on behalf of Santiago Canyon College
Name of Organization
8045 E. Chapman Ave
Mailing Address
Orange, California / 92869 Orange
City Zip Code County

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY

C. AUTHORIZED this _____ day of _____, 20____, by: _____
Signature of Administrative Officer
Peter J. Hardash / Vice Chancellor Business Operations/Fiscal Services
Printed Name of Chief Administrative Officer Title
Rancho Santiago Canyon College District / 2323 N. Broadway
Organization Name Street Address
Santa Ana / 92706 / Orange County
City ZIP Code County

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE: _____

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL
PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED,
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED,
TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED
AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975

Rancho Santiago Community College District on behalf of Santiago Canyon College,
(Name of done organization) (hereinafter called the "donee"),

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date _____ Rancho Santiago Community College District on behalf
of Santiago Canyon College
Donee Organization

BY _____
(President/Chairman of the Board
or comparable authorized official)

Rancho Santiago Community College District on behalf of Santiago Canyon College
8045 E. Chapman Ave.
Orange, California 92869
Donee Mailing Address

**STATE OF CALIFORNIA
 APPLICATION FOR ELIGIBILITY
 STATE & FEDERAL SURPLUS PROPERTY PROGRAM**

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national origins of individuals you serve in your service area (it may be helpful to refer to the US Census to determine the racial makeup of your service area at www.factfinder.census.gov/). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

NOTE: Numbers for Community Served

American Indian or Alaskan Native % <u>0.5</u>	Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian / Pacific Islander % <u>11.7</u>	Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.
Black % <u>1.5</u>	Persons having origins in any of the black racial groups of Africa.
Hispanic % <u>36.6</u>	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White % <u>70.4</u>	Person having origins in any of the original people of Europe, North Africa, or the Middle East.
Other % <u>15.9</u>	(Specify) <u>Not Reported and Multi-Ethnicity</u>

Print Name: Elizebeth Arteaga

Title: Interim Dean, Business and CTE

Signature Elizebeth Arteaga

Date 5/24/19

**STATE OF CALIFORNIA
 APPLICATION FOR ELIGIBILITY
 STATE & FEDERAL SURPLUS PROPERTY PROGRAM**

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national origins of individuals you serve in your service area (it may be helpful to refer to the US Census to determine the racial makeup of your service area at www.factfinder.census.gov/). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

NOTE: Student Population at Santiago Canyon College

American Indian or Alaskan Native % <u>0.1</u>	Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian / Pacific Islander % <u>6.5</u>	Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.
Black % <u>1.4</u>	Persons having origins in any of the black racial groups of Africa.
Hispanic % <u>36.6</u>	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White % <u>41.9</u>	Person having origins in any of the original people of Europe, North Africa, or the Middle East.
Other % <u>13.4</u>	(Specify) <u>Not Reported and Multi-Ethnicity</u>

Print Name: Elizebeth Arteaga

Title: Interim Dean, Business and CTE

Signature Elizebeth Arteaga

Date 5/24/19

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 – for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rule implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which

this transaction originated. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF DONEE APPLICANT: SANTIAGO CANYON COLLEGE

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Elizabeth Arteaga, Interim Dean, Business and Career Technical Education

SIGNATURE

Elizabeth Arteaga

DATE 5/24/19

**Certifications and Agreements including Terms, Conditions, Reservations and Restrictions to be included
On Agency Issued or Distribution Documents
The Donee Certifies That:**

- 1) It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
- 2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the CSASP.
- 3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
- 4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41 USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
- 5) If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise: and the Donee certifies to A. (3), (4) and (5).

The Donee Agrees to the Following Federal Conditions:

- 6) All items of property, other than items with a unit acquisition cost of \$5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year of receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.
- 7) Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
- 8) In the event the Donee does not use the property as required by Sections C (1) and (2) below, at the option of the GSA, title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as GSA or its designee shall direct.

B) The Donee Agrees to the Following Conditions Applicable to Items with a Unit Acquisition Cost of \$5,000 or More and Passenger Motor Vehicles, Regardless of Cost. Except Vessels 50 Feet or More in Length and Aircraft Regardless of Acquisition Cost:

- 1) The property shall be placed in use within one year of receipt, and shall be used only for the purpose(s) for which it was acquired and for no other purpose(s).
- 2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
- 3) In the event the property is not so used as required by Sections C (1) and (2), at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.

C) The Donee Agrees to the Following Terms, Reservations and Restrictions:

- 1) From the date it receives the property and throughout the time period(s) imposed by Sections B and C (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by Sections C or D as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
- 2) If at any time, from the date the Donee receives the property throughout the time periods by Sections B and C as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.
- 3) The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
- 4) At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

D) The donee Agrees to the Following Conditions, Applicable to all Items of Property:

- 1) The property acquired by the Donee is on an "As Is," "where is" basis, without warranty of any kind.
- 2) If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

E) Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 Feet or more in length having an acquisition cost of \$5,000 or more in length or more, regardless of the purpose for which acquired.

SIGNATURE: _____

DATE: _____



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Alphabetic Listing of community
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Community College Districts

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SACRAMENTO CITY COLLEGE

Los Rios Community College District

3835 Freeport Boulevard , Sacramento 95822-1386

916.558.2111

www.scc.losrios.edu

SADDLEBACK COLLEGE

South Orange County Community College District

28000 Marguerite Parkway , Mission Viejo 92692-3699

949.582.4500

www.saddleback.edu

SAN BERNARDINO VALLEY COLLEGE

San Bernardino Community College District

701 S. Mt. Vernon Avenue , San Bernardino 92410-2798

909.384.4400

www.valleycollege.edu

SAN DIEGO CITY COLLEGE

San Diego Community College District

1313 Park Boulevard , San Diego 92101-4787

619.388.3400

www.sdcity.edu

SAN DIEGO MESA COLLEGE

San Diego Community College District

7250 Mesa College Drive , San Diego 92111-4998

3.29 (10)

619.388.2600
www.sdmesa.edu

SAN DIEGO MIRAMAR COLLEGE

San Diego Community College District
10440 Black Mountain Road , San Diego 92126-2999
619.388.7800
www.sdmiramar.edu

CITY COLLEGE OF SAN FRANCISCO

San Francisco Community College District
50 Phelan Avenue E200 , San Francisco 94112-1898
415.239.3000
www.ccsf.edu

SAN JOAQUIN DELTA COLLEGE

San Joaquin Delta Community College District
5151 Pacific Avenue , Stockton 95207-6370
209.954.5018
www.deltacollege.edu

SAN JOSE CITY COLLEGE

San Jose-Evergreen Community College District
2100 Moorpark Avenue , San Jose 95128-2799
408.298.2181
www.sjcc.edu

COLLEGE OF SAN MATEO

San Mateo County Community College District
1700 West Hillsdale Boulevard , San Mateo 94402-3784
650.574.6161
www.collegeofsanmateo.edu

SANTA ANA COLLEGE

Rancho Santiago Community College District
1530 W. 17th Street , Santa Ana 92706-3398
714.564.6000
www.sac.edu

SANTA BARBARA CITY COLLEGE

Santa Barbara Community College District
721 Cliff Drive , Santa Barbara 93109-2394
805.965.0581
www.sbcc.edu

SANTA MONICA COLLEGE

Santa Monica Community College District
1900 Pico Boulevard , Santa Monica 90405-1628
310.434.4000
www.smc.edu

SANTA ROSA JUNIOR COLLEGE

Sonoma County Community College District
1501 Mendocino Avenue , Santa Rosa 95401-4395
707.527.4011
www.santarosa.edu

SANTIAGO CANYON COLLEGE

Rancho Santiago Community College District
8045 E. Chapman Avenue , Orange 92869-4512
714.628.4900
www.sccollege.edu

COLLEGE OF THE SEQUOIAS

Sequoias Community College District
915 South Mooney Boulevard , Visalia 93277-2234
559.730.3700
www.cos.edu

SHASTA COLLEGE

Shasta-Tehama-Trinity Joint Community College District
PO Box 496006 , Redding 96049-6006
530.225.4600
www.shastacollege.edu

SIERRA COLLEGE

Sierra Joint Community College District
5000 Rocklin Road , Rocklin 95677-3397
916.624.3333
www.sierracollege.edu

COLLEGE OF THE SISKIYOU

Siskiyou Joint Community College District
800 College Avenue , Weed 96094-2899
530.938.5555
www.siskiyou.edu

SKYLINE COLLEGE

San Mateo County Community College
3300 College Drive , San Bruno 94066-1662
650.738.4100
www.skylinecollege.edu

SOLANO COMMUNITY COLLEGE

Solano County Community College District
4000 Suisun Valley Road , Fairfield 94534-3197
707.864.7000
www.solano.edu

LOS ANGELES SOUTHWEST COLLEGE

Los Angeles Community College District
1600 West Imperial Highway , Los Angeles 90047-4899
323.241.5225
www.lasc.edu

SOUTHWESTERN COLLEGE

Southwestern Community College District
900 Otay Lakes Road , Chula Vista 91910-7299
619.421.6700
www.swccd.edu

Accreditation/Self Evaluation

<p>Accrediting Commission for Community and Junior Colleges WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES</p> <p>this is to attest that</p> <p>SANTIAGO CANYON COLLEGE</p>	
	
<p>was evaluated in 2008-09 and is an</p> <p>ACCREDITED INSTITUTION</p>	
<p><small>Date of Commission action 1/09</small></p>  <p><small>Commission Chairperson</small></p>	<p><small>Next regular evaluation in 2014-2015</small></p>  <p><small>President</small></p>

Santiago Canyon College is accredited by the [Accrediting Commission for Community and Junior Colleges \(ACCJC\)](#) of the Western Association of Schools and Colleges (WASC), which is an institutional accrediting body recognized by the Commission on Recognition of Postsecondary Accreditation and the U.S. Department of Education.

ACCJC defines accreditation as " ...the process for evaluating and assuring the quality of education used by the American higher education community. It is a uniquely American quality assurance process through which institutions collectively set standards for good practice, conduct peer-based evaluations of institutions on a regular basis, confer accredited status on institutions, and make the results of accreditation review of institutions known to the public. Through accreditation, the higher education community shoulders the responsibility for monitoring the quality of the programs and services of member institutions."

Self Study Report and Visit

At its January 2006 meeting, WASC acted to synchronize the comprehensive visits of Santa Ana College and Santiago Canyon College in accordance with the Commission's practice of scheduling simultaneous visits to colleges in multi-college districts. As a result, Santiago Canyon College completed an abbreviated [Self Study Report](#) and was visited by ACCJC representatives in the fall of 2008. Santiago Canyon College then developed a [Follow-Up Report](#) at the request of the Commission which was submitted in October 2009. At its January 6-8, 2010 meeting, ACCJC accepted the Follow-Up Report and reaffirmed Santiago Canyon College's accreditation. A [second Follow-Up Report](#) was submitted in October 2010, and was accepted by ACCJC in January 2011.

Subsequently, Santiago Canyon College completed a [Midterm Report](#) which was submitted to the Commission in October 2011. The purpose was to assure that the recommendations made by the 2008 evaluation team had been addressed by the institution and that the college had also provided an update on the self-identified plans for improvement which were included

in the institutional Self Evaluation. The attached [letter from the Commission](#) confirms that SCC sustained the changes implemented to meet the recommendations of the 2008 comprehensive evaluation team and Follow-Up Report.

Beginning in the spring of 2013, Santiago Canyon College began the development of its next self evaluation report in preparation for an accreditation team visit in October of 2014. In January of 2015, the ACCJC again reaffirmed the accreditation status of Santiago Canyon College along with its sister institution, Santa Ana College.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College – Business and Career Education Division**

To: Board of Trustees	Date: June 17, 2019
Re: Approval of the Professional Services Agreement with Marlene Garcia Swider	
Action: Request for Approval	

BACKGROUND

This is a professional services agreement with Marlene Garcia Swider, Ph.D. Ms. Garcia will serve as the Deputy Sector Navigator (DSN) for Biotech/Manufacturing and will be responsible for the day-to-day activities associated with program development, curriculum development, industry connections, and K-12 pathways to college for the local Santiago Canyon College Biotechnology program and for the LAOCRC Regional Biotechnology/Manufacturing Program. Ms. Garcia will represent the region as the liaison to the five college partners in this regional effort, to include: Santiago Canyon College, Santa Ana College, Irvine Valley College, Fullerton College, and Saddleback College.

ANALYSIS

This professional services agreement with Marlene Garcia Swider, Ph.D., 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, 2020 or until termination by written notice of either party. The cost associated with this agreement (\$138,000) will be paid from the Strong Workforce Regional Biotech/Manufacturing Program regional funding.

RECOMMENDATION

It is recommended that the Board of Trustees approve this professional services agreement with Marlene Garcia Swider, Ph.D., located in Santa Ana, California, as presented.

Fiscal Impact:	\$138,00 (SWP Regional Funds)	Board Date: June 17, 2019
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Elizabeth Arteaga, Interim Dean, Business & Career Education	
Submitted by:	John Hernandez, Ph.D., President, Santiago Canyon College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”), is made and entered into one day after board approval, and signature of both parties, by and between **Marlene Garcia Swider**, (the “Contractor”) and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** (the “District”) on behalf of Santiago Canyon College. The Contractor and the District are herein referred to, individually, as a “Party”, and, collectively, as the “Parties”.

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experience and competent to perform the special services required; and

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

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis:

Contractor and District agree as follows:

1.0 Services. Contractor, as an independent contractor, agrees to perform during the term of this Agreement, each and every service described in the “Scope of Services” set forth on Exhibit A to this Agreement (the “Scope of Services”). The initiation of service by the Contractor should not commence until all of the following conditions have been satisfied:

- (a) Contractor has furnished all of the insurance documents required by Section 10.0 below; and
- (b) The Contractor agrees to include all reports, investigations, studies, and analysis required by their Scope of Services. The Scope of Services shall not be modified without an amendment executed by the authorized representatives of each Party.

1.1 Extra Services

Unless District and Contractor have agreed in writing before the performance of extra services that are beyond the Scope of Services, District shall have no liability for such extra services and Contractor shall have no right to claim compensation for such extra services or expenses.

2.0 Term of Agreement: Termination.

2.1 Term. The term of this Agreement is as of the date signed by both parties until June 30, 2020; provided, however, this Agreement may be earlier terminated as provided in Section 2.2 below.

2.2 Termination. The District may terminate any or all of the services agreed to be

performed under this Agreement without cause, at any time during the Term by giving the Contractor thirty (30) days' notice in writing. Either party may terminate this Agreement with cause, immediately upon giving the other party written notice of such default or breach of this Agreement that is the basis for the termination.

2.3 Effect of Termination. In the event of termination, Contractor shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by District to Contractor within thirty (30) days following submission and approval of a final invoice by Contractor unless termination is for cause. In the event that such termination was for cause, Contractor shall be compensated only to the extent required by law.

3.0 Compensation and Schedule of Compensation. The total compensation (including, but not limited to all fees, expenses, reimbursements or other costs) payable by the District to the Contractor under this Agreement shall not exceed the sum of \$138,000 (the "Cost of Services"). The Cost of Services shall not be increased without a written amendment executed by the authorized representatives of each Party. Contractor shall earn the compensation set forth in the Cost of Services in accordance with the "Schedule of Compensation" as attached to this Agreement as Exhibit B. No payment for expenses, labor or any other cost shall be paid to Contractor unless it is within the Scope of Services (Exhibit A).

4.0 Personnel.

4.1 The staff person designated by Contractor to be the primary point of contact (the "Representative") for day-to-day performance of this Agreement shall be:

Marlene Garcia Swider
11091 Cherry Hill
Santa Ana, CA 92705
(949) 533-9917
marlene.swider@hotmail.com

Representative shall be a key member of Contractor's firm, and shall be directly involved in performing, supervising or assisting in the performance of the Scope of Services under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, District on the progress of the work.

5.0 Invoicing and Payment. Contractor shall provide District with written verification of the actual compensation earned by describing in reasonable detail the work performed together with any receipts, invoices or other documentable expenses that are reimbursable under the Schedule of Compensation. All payments shall be made within thirty (30) days after District's approval of such invoice. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District and Contractor has submitted a completed W-9 to District's Purchasing Department.

6.0 Standard of Skill. Contractor, and Contractor's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by Contractor shall be with the degree of skill and diligence normally practiced in the industry for which Contractor is being retained by the District. To the extent that Contractor's industry is subject to guidelines, rules or other standards, Contractor shall ensure that it complies with such guidelines, rules or other standards. The acceptance of Contractor's work by the District shall not operate as a release of the Contractor from such standard of care and workmanship.

7.0 Independent Contractor. Contractor is retained and engaged by the District only to the extent set forth in this Agreement, and the Contractor's relationship to the District is that of an independent contractor. Contractor shall be free to dispose of all portions of Contractor's time and activities which Contractor is not obligated to devote to the District in such a manner and to such persons, firms, or corporations as the Contractor sees fit except as expressly provided in this Agreement. Contractor shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for District's officers or employees. Contractor shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by the Contractor (including any of its officers, employees or other agents) of its obligations under this Agreement. Contractor has no authority to bind District in any manner or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the District.

8.0 Hold Harmless and Indemnity. Contractor shall fully and promptly undertake its obligations as set forth below:

8.1 Hold Harmless. Contractor shall hold District, its elected officials, officers, agents, and employees, harmless from all of Contractor's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Contractor, to Contractor's employees, to Contractor's contractors or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Contractor is on District property, or which are connected, directly or indirectly, with Contractor's performance of any activity or work required under this Agreement. The foregoing however shall apply only to the extent of errors, negligence, recklessness, omissions, or willful misconduct of Contractor, its officers, agents, employees, or representatives in performing services described in the work required under this Agreement.

8.2 Defense and Indemnity. Contractor shall investigate, defend, and indemnify District, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of any intellectual property

rights (including, copyright, patent and trademark), or professional errors and omissions arising out of, directly or indirectly, any error, negligence, recklessness, or omission of Contractor or any of Contractor's officers, agents, employees, representatives, or the willful misconduct of Contractor or any of Contractor's officers, agents, employees, representatives, in performing the services described in, or normally associated with, the work required under this Agreement, or breach by Contractor of this Agreement. The duty to defend shall include any suits or actions concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

- 8.3 No Waiver. District does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by District, or the deposit with District, of any insurance certificates or policies described in Section 10.0 below.
- 8.4 Independent Contractor affirms that no Rancho Santiago Community College District employee shall be hired as a subcontractor while working for the District.

9.0 Correction or Re-Performance of Work. If District believes that any of the work performed under this Agreement does not comply with the terms of this Agreement, District may deliver notice to Contractor. Such District's notice shall describe how the work performed, including any deliverables resulting from such work, does not meet the requirements of this Agreement, including failure to meet the applicable standard of care set forth in Section 6.0 and, upon District's sole discretion, may also make a request for Contractor to re-perform the services. If District requests Contractor to re-perform services, Contractor shall promptly re-perform the services at no additional cost to District in a reasonably timely manner. Should Contractor fail to make such correction or re-performance, the cost thereof shall be withheld from any funds due to Contractor hereunder or charged to Contractor with such amounts to be paid by Contractor within thirty (30) days of receipt of such invoice.

10.0 Insurance.

- 10.1 Insurance Coverage. Contractor shall maintain, throughout the Term, the insurance coverage set forth in the "Insurance Requirements" as attached to this Agreement as Exhibit C.
- 10.2 Delivery of Certificates of Insurance and Endorsements. Prior to the commencement of any work by Contractor under this Agreement, Contractor shall provide the District with copies of certificates (on an Accord form as modified per District direction) for all policies together with the appropriate endorsements required in Exhibit C. At the request of the District, Contractor shall deliver a copy of its insurance policies.
- 10.3 Failure to Maintain Insurance. If Contractor receives a cancellation notice of any

insurance required by this Agreement, Contractor shall, within one day of receipt, forward said notice to the District. If Contractor at any time during the Term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the District shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the Contractor for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Contractor as compensation under the terms of this Agreement.

11.0 Work Product.

11.1 Deliverables. Contractor shall deliver to the District the studies, plans, specifications, drawings, photographs, maps, videos, records, designs, data, reports, documents or other work products as are identified in the Scope of Services ("Work Product"). The District may also request, and Contractor shall provide to District, copies of all other information developed in the course of the Contractor's performance of this Agreement. Contractor shall, in such time and in such form as the District may require, furnish reports concerning the status of services required under this Agreement. Contractor shall, upon request by District and upon completion or termination of this Agreement, deliver to the District all Work Product produced by the Contractor. Contractor represents and warrants that upon delivery of the Work Product, such Work Product shall be free of all liens, security interests or any other encumbrances.

11.2 Ownership. Each and every item that constitutes Work Product produced, prepared, or caused to be prepared by the Contractor pursuant to or in connection with this Agreement shall be the exclusive property of the District.

12.0 Confidentiality.

12.1 Non-Disclosure Exemptions. Contractor may be granted access to information that is exempt from disclosure to the public and may contain "trade secrets" when it is necessary for Contractor to perform its obligations pursuant to this Agreement. If Contractor is granted such access to confidential information, Contractor shall not be considered to be a member of the public as that term is used in the California Public Records Act.

12.2 Confidentiality Obligation. Contractor shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Contractor by the District or other information to which the Contractor has had access during the Term of this Agreement without the prior written consent of the Designated Official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following information (a) a trade

secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) each utility customer's "data" under applicable law unless Contractor has secured such customer's express, written consent to release of such customer's information, (c) any information classified by District as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (d) any other documentation that has been identified as confidential by District until District has advised Contractor in writing that such information may be released.

13.0 Acceptance of Final Payment by Contractor. The acceptance by Contractor of the final payment made under this Agreement shall release District from all claims and liabilities for compensation to or for the benefit of Contractor for anything done, furnished, or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of District's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check; provided, however, approval or payment by District shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, agents, subcontractors and subcontractors for the satisfactory performance, accuracy and/or competency of the information provided and/or work performed by Contractor; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by District for any defect or error in the work prepared by Contractor, its employees, agents, subcontractors and subcontractors.

14.0 Records. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the District, the Designated Official or the District Project Manager. Contractor shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide access to the Designated Official or designees at all proper times to such books and records, and gives the Designated Official or designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Contractor shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

15.0 Conflict of Interest. Contractor agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws (including 2 CFR 200.318, if federal money is funding any part of this Agreement). Contractor represents and warrants that it is unaware of any District employee or official that has a financial interest in Contractor's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, Contractor shall not offer or accept any financial interest in Contractor's business by any District employee or official.

16.0 Non-Appropriation of Funds. Payments due and payable to Contractor for current services are within the current annual budget and within an available, unexhausted and unencumbered appropriation of District funds. This Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

17.0 Compliance with Laws. Contractor agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. This obligation shall include, but is not limited to, the following requirements set forth below:

17.1 Permits and Licenses. Contractor, at its sole expense, shall obtain and maintain during the Term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

17.2 Anti-Terrorism Laws; Sanctions. The Contractor represents and warrants that:

- (1) it is not a person described or designated in the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control, United States Department of the Treasury or in Section 1 of Executive Order No. 13,224, 66 Fed. Reg. 49,079 (2001), issued by the President of the United States of America (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism);
- (2) it does not engage in any dealings or transactions with any such persons described above; and
- (3) is not otherwise blocked, subject to sanctions under or engaged in any activity in violation of other United States economic sanctions, including but not limited to, Trading with the Enemy Act, the International Emergency Economic Powers Act, Accountability and Divestment Act or any other similar law or regulation with respect to any country, the Sudan Accountability and Divestment Act, any OFAC Sanctions Program, or any economic sanctions regulations administered and enforced by the United States or any enabling legislation or executive order relating to any of the foregoing.

18.0 Meet and Confer. The Parties agree to meet and confer concerning all claims, disputes or other matters in question between the Parties arising out of or relating to this Agreement or breach thereof prior to the institution of any litigation.

19.0 Waiver: Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict performance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not

constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

20.0 Integrated Agreement: Construction. This Agreement, including any exhibit, schedule or addendum attached hereto, supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services hereunder, and contains all of the covenants and agreements between the Parties with respect to said services. The provisions of this Agreement shall be construed as a whole according to its common meaning of purposes of providing a public benefit and not strictly for or against any Party. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any attachments (including any exhibit, schedule or addendum) and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the Parties to this Agreement and any subsequent permitted successors and assigns.

21.0 Amendment: Modification. This Agreement may only be amended or otherwise modified upon written mutual agreement of each of the authorized representatives of the Parties.

22.0 Assignment. This Agreement is personal to the Contractor and may not be assigned without the prior written approval of the Designated Official. Notwithstanding the foregoing, any assignment in violation of this Section by the Contractor is voidable in the District's sole discretion.

23.0 Use of the Term "District." Reference to "District" in this Agreement includes District Manager or any authorized representative acting on behalf of District.

24.0 Severability. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental entity having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

25.0 Execution Counterparts. This Agreement may be executed in any number of counterparts and each such duplicate counterpart shall constitute an original, any one of which may be introduced in evidence or used for any other purpose without the production of its duplicate counterpart. Moreover, notwithstanding that any of the Parties did not execute the same counterpart, each counterpart shall be deemed for all purposes to be an original, and all such counterparts shall constitute one and the same instrument, binding on all of the Parties hereto. Facsimile transmission and/or validated electronic transmission to one Party of a true copy of a counterpart duly executed by the other Party shall constitute valid delivery of such counterpart.

26.0 Governing Law. The terms of this Agreement shall be interpreted according to the laws of the State of California. The Parties agree and consent to the jurisdiction of the state and federal courts of competent jurisdiction exclusively in the County of Orange, California.

27.0 Survival. The provisions of Sections 8, 9, 10 and 12.0, shall survive for a period of four years following the termination or expiration of this Agreement, whichever is later.

28.0 Notices. Any written notice required by this Agreement shall be given by depositing such notice in the United States mail, postage prepaid or by personal delivery, and addressed as follows:

TO DISTRICT:

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

With a copy to:
Santiago Canyon College
Business and Career Education
8045 E. Chapman Ave
Orange, CA 92869

TO CONTRACTOR:

Marlene Garcia Swider
11091 Cherry Hill
Santa Ana, CA 92705
(949) 533-9917
marlene.swider@hotmail.com

All notices shall be effective upon deposit in the mail, as specified above, or personal delivery.

Either Party may change the specified person or address at which it is to receive notices by so advising the other Party in writing.

29.0 Safety Requirement. To the extent that Contractor performs any work on premises owned or leased by the District, the Contractor agrees that it shall comply with this Section. All work under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The District reserves the right to issue restraint or cease and desist orders to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Contractor shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Contractor, which is not the result of his operations, should immediately be reported to the District.

30.0 Copyright. In the event Contractor creates an original work product as part of the Scope of Services (“work product”), Contractor agrees that work product is a work made for hire. Contractor acknowledges that he/she received consideration for this work product and has no copyright interest in any of the work product, or in any copyright related to the work product. For example work product may involve: illustrations and graphic design services, digital and print branding services, photographs, Meta Tags, text, photographs whether edited or not, and other graphic images, appearing on the web sites or other applicable

medium, domain names, log-in credentials for social media and other on-line electronic platforms. Further, if this Agreement is found by any court or other jurisdiction to not be a work-for-hire as defined in 17 U.S.C. 101, then Contractor hereby transfers any and all interest of the copyright(s) in the work product to District. This transfer and assignment are irrevocable and in perpetuity.

Further, Contractor represents and warrants: 1) that all work product shall be original and not subject to any other ownership claims by third parties, and 2) if applicable, that consent by individuals depicted in any work product have been obtained and written releases will be delivered to District prior to the completion of the Scope of Services. Contractor indemnifies and defends District as to any damages arising out of or relating to a breach of this warranty and representation.

If applicable, Contractor agrees to provide all log-in credentials for social media and other on-line electronic platforms to District within ten (10) days of establishing same, which shall allow District at any time with the ability to access, utilize and maintain the social media account or electronic on-line platform, should District choose to do so. In any event, upon the conclusion of Contractor's services, Contractor shall no longer utilize any log-in credentials or electronic on-line platforms.

31.0 Prevailing Wages. To the extent that the Contractor performs any work described in California Labor Code Section 1720(a)(1), including, but not limited to, inspection and land surveying work Contractor agrees that it shall comply with this Section. The Contractor, and any subcontractor or subcontractor working on behalf of the Contractor with respect to this Agreement, is required to pay not less than the established prevailing rates of wages to all workers employed in the execution of this Agreement, and Contractor shall comply with all other requirements applicable to Public Works Construction as specified in the California Labor Code and/or Davis Bacon Act, if federal money is funding any part of this Agreement. Furthermore, Contractor must register as a public works contractor with the California Department of Industrial Relations, if the compensation under this Agreement is greater than \$25,000.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

"DISTRICT"
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

"CONTRACTOR"
Marlene Garcia Swider
11091 Cherry Hill
Santa Ana, CA 92705

Signature

Peter J. Hardash

Name (Please Print)

Vice Chancellor
Business Operations/Fiscal Services

Title

Signature

Marlene Garcia Swider

Name (Please Print)

Title

EXHIBIT A

SCOPE OF SERVICES

Deputy Sector Navigator (DSN), Biotechnology/Manufacturing (Orange County Region) Strong Workforce Program Initiative

- Support articulation to BS Biotechnology/Manufacturing programs.
- Facilitate faculty forums to establish faculty needs, share best practices, build camaraderie, and optimize program offerings to better serve students.
- Facilitate awareness for counselors (career, academic) of value/opportunities for student's in studying biotech/bioman/manufacturing, for both career and transfer pathways.
- Work with faculty and/or counselors (career, academic) to provide soft skills training for students, including resume building and interview skills.
- Support development of industry-recognized badges for biotech/bioman/manufacturing.
- K-12 pathways to college biotech/manufacturing programs includes outreach: Support Supply Chain Operations opportunities for college students such as Amgen Biotech Experience (ABE) or similar opportunities for college students to produce biotech/manufacturing reagents, plates, and/or kits for use in high school biotech classes.
- Gather a list of industry speakers for classroom presentations.
- Gather a list of industry mentors willing to help students.
- Facilitate/support dual enrollment and articulation.
- Work with local and regional industry and businesses to identify internship and coop training opportunities and pathways to employment.
- Collaborate with (and educate as needed) high school and college counselors about opportunities in biotech/bioman/manufacturing for their students.
- Facilitate biotech and manufacturing events on college campuses that provide or enhance awareness of biotech/bioman/manufacturing opportunities for high school students. E.g., facilitate Popcorn GMP Workshops on college campus(es) and invite high school students to attend and participate
- Facilitate/participate in events on high school campuses such as career days to provide/enhance awareness of biotech/bioman/manufacturing opportunities for high school students.
- Engage with industry partners and advisors to discuss their employment needs, identify skill sets for entry-level employees and for incumbent workers who need to upgrade their skills, and re-training for new jobs. Work to create Contract Education courses.
- Participate in State and Regional workshops, seminars, conferences, expos, meetings and events to further expand the Biotechnology/Manufacturing Project to other community colleges across the state.

EXHIBIT B

SCHEDULE OF COMPENSATION

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

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

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

- **Installment payments:** The District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this agreement; District shall pay for the services after each scope of work is completed. Contractor shall invoice the RSCCD/SCC after each scope of work has been completed; given that all of the services set forth in Exhibit A have been fully performed and all deliverables have been accepted by the RSCCD/SCC.

Labor Rate \$75/hr.

Total Conference/Workshops/Meetings: 15,000

TOTAL AMOUNT NOT TO EXCEED \$138,000

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the Term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. **Commercial General Liability:** Insurance Services Office Form CG 00 01 covering commercial general liability insurance (“CGL”) on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be at least **\$2,000,000**.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non- owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with statutory limits, and employer’s liability insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by Contractor.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide an endorsement that they are not subject to cancellation without thirty (30) days' prior written notice to the District or ten (10) days' prior written notice for non-payment of premium. An exception may be made for coverage provided through a program of self-insurance, or coverage through a Joint Power Authority risk pool, subject to District approval.

Waiver of Subrogation - Worker's Compensation

Contractor hereby grants to District a waiver of any right to subrogation which any workers' compensation insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such workers' compensation insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer. (Note: This is the only line of coverage where waiver of subrogation is honored by ASCIP).

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District. Such insurers shall be licensed to provide insurance under California state law. Waiver of this requirement for coverage provided by a program of self-insurance, or Contractor participation in a Joint Power Authority risk pool, shall be subject to District approval.

Verification of Coverage

Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Updated Certificates of Insurance to be provided at time of renewal.

Rancho Santiago Comm Coll District

Board Meeting of 06/17/19

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 05/15/19 Thru 06/04/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67396	General Fund Unrestricted	12,985.66	0.00	12,985.66	92*0520331	92*0520355
67401	General Fund Unrestricted	189,527.46	0.00	189,527.46	92*0520386	92*0520417
67402	General Fund Unrestricted	25,979.29	0.00	25,979.29	92*0520418	92*0520449
67403	General Fund Unrestricted	33,228.40	0.00	33,228.40	92*0520466	92*0520496
67405	General Fund Unrestricted	2,028.35	0.00	2,028.35	92*0520498	92*0520503
67410	General Fund Unrestricted	22,957.97	0.00	22,957.97	92*0520538	92*0520549
67411	General Fund Unrestricted	5,299.42	0.00	5,299.42	92*0520563	92*0520579
67418	General Fund Unrestricted	18,560.44	0.00	18,560.44	92*0520605	92*0520638
67419	General Fund Unrestricted	95,808.87	0.00	95,808.87	92*0520639	92*0520659
67422	General Fund Unrestricted	134,126.27	0.00	134,126.27	92*0520664	92*0520696
67426	General Fund Unrestricted	17,410.76	0.00	17,410.76	92*0520720	92*0520742
67427	General Fund Unrestricted	14,612.05	0.00	14,612.05	92*0520744	92*0520751
67428	General Fund Unrestricted	4,689.06	0.00	4,689.06	92*0520762	92*0520805
67431	General Fund Unrestricted	295,990.08	0.00	295,990.08	92*0520825	92*0520846
67432	General Fund Unrestricted	248,055.45	0.00	248,055.45	92*0520850	92*0520885
67437	General Fund Unrestricted	17,158.41	0.00	17,158.41	92*0520893	92*0520912
67438	General Fund Unrestricted	9,851.20	0.00	9,851.20	92*0520913	92*0520941
67439	General Fund Unrestricted	5,055.19	0.00	5,055.19	92*0520943	92*0520978
67440	General Fund Unrestricted	67.90	0.00	67.90	92*0520991	92*0520991
67443	General Fund Unrestricted	5,473.95	0.00	5,473.95	92*0521003	92*0521037
67448	General Fund Unrestricted	1,833.31	0.00	1,833.31	92*0521055	92*0521079
67449	General Fund Unrestricted	6,609.64	0.00	6,609.64	92*0521092	92*0521117
67450	General Fund Unrestricted	3,383.00	0.00	3,383.00	92*0521118	92*0521120
67455	General Fund Unrestricted	31,783.72	0.00	31,783.72	92*0521137	92*0521174
67456	General Fund Unrestricted	10,375.35	0.00	10,375.35	92*0521175	92*0521192
67457	General Fund Unrestricted	28,776.32	0.00	28,776.32	92*0521202	92*0521216
67461	General Fund Unrestricted	3,362.20	0.00	3,362.20	92*0521250	92*0521278
67462	General Fund Unrestricted	9,667.88	0.00	9,667.88	92*0521291	92*0521321
67463	General Fund Unrestricted	51,208.57	0.00	51,208.57	92*0521323	92*0521371
67464	General Fund Unrestricted	75,825.62	0.00	75,825.62	92*0521377	92*0521413
Total Fund 11 General Fund Unrestricted		\$1,381,691.79	\$0.00	\$1,381,691.79		

Checks Written for Period 05/15/19 Thru 06/04/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67396	General Fund Restricted	37,732.50	0.00	37,732.50	92*0520332	92*0520333
67397	General Fund Restricted	323,623.10	0.00	323,623.10	92*0520356	92*0520380
67401	General Fund Restricted	195.53	0.00	195.53	92*0520402	92*0520402
67402	General Fund Restricted	27,145.47	0.00	27,145.47	92*0520420	92*0520463
67403	General Fund Restricted	4,909.73	0.00	4,909.73	92*0520464	92*0520489
67404	General Fund Restricted	3,000.00	0.00	3,000.00	92*0520497	92*0520497
67410	General Fund Restricted	20,821.18	0.00	20,821.18	92*0520539	92*0520562
67411	General Fund Restricted	9,466.11	0.00	9,466.11	92*0520567	92*0520578
67412	General Fund Restricted	3,798.22	0.00	3,798.22	92*0520580	92*0520585
67413	General Fund Unrestricted	17,578.46	0.00	17,578.46	92*0520586	92*0520587
67417	General Fund Restricted	14,249.56	0.00	14,249.56	92*0520599	92*0520603
67418	General Fund Restricted	45,946.35	0.00	45,946.35	92*0520604	92*0520636
67419	General Fund Restricted	293,377.97	0.00	293,377.97	92*0520640	92*0520656
67422	General Fund Restricted	7,293.49	0.00	7,293.49	92*0520666	92*0520697
67426	General Fund Restricted	723,372.71	0.00	723,372.71	92*0520723	92*0520733
67427	General Fund Restricted	10,893.46	0.00	10,893.46	92*0520747	92*0520758
67428	General Fund Restricted	13,093.11	0.00	13,093.11	92*0520759	92*0520809
67431	General Fund Restricted	41,742.66	0.00	41,742.66	92*0520826	92*0520848
67432	General Fund Restricted	24,938.42	0.00	24,938.42	92*0520855	92*0520881
67433	General Fund Restricted	262.50	0.00	262.50	92*0520886	92*0520886
67437	General Fund Restricted	11,790.21	0.00	11,790.21	92*0520894	92*0520907
67438	General Fund Restricted	419,654.58	0.00	419,654.58	92*0520915	92*0520942
67439	General Fund Restricted	659,021.45	11,697.84	647,323.61	92*0520947	92*0520989
67443	General Fund Restricted	11,651.34	0.00	11,651.34	92*0520996	92*0521036
67448	General Fund Restricted	27,986.70	0.00	27,986.70	92*0521054	92*0521089
67449	General Fund Restricted	965.16	0.00	965.16	92*0521097	92*0521115
67455	General Fund Unrestricted	28,819.67	0.00	28,819.67	92*0521134	92*0521171
67456	General Fund Restricted	41,789.99	0.00	41,789.99	92*0521176	92*0521200
67457	General Fund Restricted	1,330.18	0.00	1,330.18	92*0521201	92*0521212
67461	General Fund Restricted	19,866.61	0.00	19,866.61	92*0521249	92*0521279
67462	General Fund Restricted	386,979.24	0.00	386,979.24	92*0521280	92*0521317
67463	General Fund Restricted	118,752.94	0.00	118,752.94	92*0521322	92*0521372
67464	General Fund Unrestricted	484,055.09	0.00	484,055.09	92*0521373	92*0521412
Total Fund 12 General Fund Unrestricted		\$3,836,103.69	\$11,697.84	\$3,824,405.85		

Checks Written for Period 05/15/19 Thru 06/04/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67357	GF Unrestricted One-Time Func	0.00	9,644.59	-9,644.59	92*0519461	92*0519461
67396	GF Unrestricted One-Time Func	5,636.22	0.00	5,636.22	92*0520334	92*0520339
67401	General Fund Unrestricted	15,860.00	0.00	15,860.00	92*0520385	92*0520385
67402	GF Unrestricted One-Time Func	2,403.00	0.00	2,403.00	92*0520439	92*0520451
67403	GF Unrestricted One-Time Func	1,223.92	0.00	1,223.92	92*0520483	92*0520484
67410	GF Unrestricted One-Time Func	3,120.88	0.00	3,120.88	92*0520553	92*0520557
67418	General Fund Unrestricted	18,132.32	0.00	18,132.32	92*0520637	92*0520637
67419	GF Unrestricted One-Time Func	1,343.14	0.00	1,343.14	92*0520651	92*0520660
67422	GF Unrestricted One-Time Func	18,570.13	0.00	18,570.13	92*0520665	92*0520694
67423	General Fund Restricted	20,900.00	0.00	20,900.00	92*0520698	92*0520698
67426	GF Unrestricted One-Time Func	1,351.88	0.00	1,351.88	92*0520714	92*0520719
67427	GF Unrestricted One-Time Func	3,967.87	0.00	3,967.87	92*0520743	92*0520755
67428	GF Unrestricted One-Time Func	4,329.67	0.00	4,329.67	92*0520797	92*0520797
67432	GF Unrestricted One-Time Func	4,434.50	0.00	4,434.50	92*0520849	92*0520874
67437	GF Unrestricted One-Time Func	5,029.94	0.00	5,029.94	92*0520900	92*0520905
67438	GF Unrestricted One-Time Func	305.89	0.00	305.89	92*0520940	92*0520940
67439	GF Unrestricted One-Time Func	3,713.67	0.00	3,713.67	92*0520946	92*0520990
67443	GF Unrestricted One-Time Func	25,395.70	0.00	25,395.70	92*0520995	92*0521033
67448	GF Unrestricted One-Time Func	43.70	0.00	43.70	92*0521071	92*0521071
67449	GF Unrestricted One-Time Func	928.68	0.00	928.68	92*0521090	92*0521094
67455	GF Unrestricted One-Time Func	593.00	0.00	593.00	92*0521139	92*0521165
67456	GF Unrestricted One-Time Func	12,220.29	0.00	12,220.29	92*0521178	92*0521194
67457	General Fund Restricted	23,542.06	0.00	23,542.06	92*0521207	92*0521211
67461	GF Unrestricted One-Time Func	5,444.08	0.00	5,444.08	92*0521248	92*0521274
67462	GF Unrestricted One-Time Func	9,380.71	0.00	9,380.71	92*0521292	92*0521320
67463	GF Unrestricted One-Time Func	1,395.00	0.00	1,395.00	92*0521336	92*0521336
Total Fund 13 GF Unrestricted One-Time		\$189,266.25	\$9,644.59	\$179,621.66		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67179	Child Development Fund	0.00	75.00	-75.00	92*0517005	92*0517007
67394	Child Development Fund	5,963.92	0.00	5,963.92	92*0520316	92*0520328
67398	Child Development Fund	665.16	0.00	665.16	92*0520381	92*0520382
67406	Child Development Fund	5,819.37	0.00	5,819.37	92*0520504	92*0520515
67414	Child Development Fund	1,629.93	0.00	1,629.93	92*0520588	92*0520596
67420	Child Development Fund	440.00	0.00	440.00	92*0520661	92*0520661
67424	Child Development Fund	21,109.04	0.00	21,109.04	92*0520699	92*0520708
67429	Child Development Fund	2,123.00	0.00	2,123.00	92*0520810	92*0520823
67435	Child Development Fund	1,417.76	0.00	1,417.76	92*0520888	92*0520891
67441	Child Development Fund	1,588.04	0.00	1,588.04	92*0520992	92*0520992
67444	Child Development Fund	865.41	0.00	865.41	92*0521038	92*0521049
67452	Child Development Fund	5,128.72	0.00	5,128.72	92*0521123	92*0521129
67458	Child Development Fund	3,765.27	0.00	3,765.27	92*0521217	92*0521221
Total Fund 33 Child Development Fund		\$50,515.62	\$75.00	\$50,440.62		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67395	Capital Outlay Projects Fund	3,816.00	0.00	3,816.00	92*0520329	92*0520330
67399	Capital Outlay Projects Fund	8,238.00	0.00	8,238.00	92*0520383	92*0520383
67407	Capital Outlay Projects Fund	217,729.61	0.00	217,729.61	92*0520516	92*0520528
67415	Capital Outlay Projects Fund	101.69	0.00	101.69	92*0520597	92*0520597
67421	Capital Outlay Projects Fund	10,125.90	0.00	10,125.90	92*0520662	92*0520663
67425	Capital Outlay Projects Fund	133,797.91	0.00	133,797.91	92*0520709	92*0520713
67430	Capital Outlay Projects Fund	908.34	0.00	908.34	92*0520824	92*0520824
67434	Capital Outlay Projects Fund	3,077.58	0.00	3,077.58	92*0520887	92*0520887
67442	Capital Outlay Projects Fund	66,172.56	0.00	66,172.56	92*0520993	92*0520994
67445	Capital Outlay Projects Fund	4,606.10	0.00	4,606.10	92*0521050	92*0521050
67453	Capital Outlay Projects Fund	15,211.30	0.00	15,211.30	92*0521130	92*0521132
67459	Capital Outlay Projects Fund	192,742.48	0.00	192,742.48	92*0521222	92*0521240
Total Fund 41 Capital Outlay Projects Fun		<u>\$656,527.47</u>	<u>\$0.00</u>	<u>\$656,527.47</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67408	Bond Fund, Measure Q	219,668.69	0.00	219,668.69	92*0520529	92*0520536
67446	Bond Fund, Measure Q	994,233.69	0.00	994,233.69	92*0521051	92*0521051
67454	Bond Fund, Measure Q	38,932.51	0.00	38,932.51	92*0521133	92*0521133
67460	Bond Fund, Measure Q	191,547.63	0.00	191,547.63	92*0521241	92*0521247
Total Fund 43 Bond Fund, Measure Q		\$1,444,382.52	\$0.00	\$1,444,382.52		

Checks Written for Period 05/15/19 Thru 06/04/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67409	Property and Liability Fund	7,757.62	0.00	7,757.62	92*0520537	92*0520537
67416	Property and Liability Fund	697.50	0.00	697.50	92*0520598	92*0520598
Total Fund 61 Property and Liability Fund		\$8,455.12	\$0.00	\$8,455.12		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67451	Workers' Compensation Fund	44,581.77	0.00	44,581.77	92*0521121	92*0521122
Total Fund 62 Workers' Compensation Fu		<u><u>\$44,581.77</u></u>	<u><u>\$0.00</u></u>	<u><u>\$44,581.77</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67400	Student Financial Aid Fund	649.00	0.00	649.00	92*0520384	92*0520384
67436	Student Financial Aid Fund	6,543.00	0.00	6,543.00	92*0520892	92*0520892
67447	Student Financial Aid Fund	61,430.00	0.00	61,430.00	92*0521052	92*0521053
Total Fund 74 Student Financial Aid Fund		<u><u>\$68,622.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$68,622.00</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	1,381,691.79
Total Fund 12 General Fund Unrestricted	3,824,405.85
Total Fund 13 GF Unrestricted One-Time Fund	179,621.66
Total Fund 33 Child Development Fund	50,440.62
Total Fund 41 Capital Outlay Projects Fund	656,527.47
Total Fund 43 Bond Fund, Measure Q	1,444,382.52
Total Fund 61 Property and Liability Fund	8,455.12
Total Fund 62 Workers' Compensation Fund	44,581.77
Total Fund 74 Student Financial Aid Fund	68,622.00
Grand Total:	<u><u>\$7,658,728.80</u></u>

Checks Written for Period 05/15/19 Thru 06/04/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A1905318	SAC Diversified Agency Fund	3,863.20	0.00	3,863.20	1A*0001772	1A*0001777
1A1905425	SAC Diversified Agency Fund	4,396.95	0.00	4,396.95	1A*0001778	1A*0001788
1A1905531	SAC Diversified Agency Fund	4,410.00	0.00	4,410.00	1A*0001789	1A*0001792
1A1906204	SAC Diversified Agency Fund	7,738.72	0.00	7,738.72	1A*0001793	1A*0001811
Total 1A SAC Diversified Agency Fund		<u>\$20,408.87</u>	<u>\$0.00</u>	<u>\$20,408.87</u>		

Checks Written for Period 05/15/19 Thru 06/04/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1B1905425	SAC Bookstore Fund	20,025.86	2,161.50	17,864.36	1B*0001817	1B*0001827
1B1905531	SAC Bookstore Fund	31,967.20	0.00	31,967.20	1B*0001828	1B*0001847
Total 1B SAC Bookstore Fund		<u><u>\$51,993.06</u></u>	<u><u>\$2,161.50</u></u>	<u><u>\$49,831.56</u></u>		

Checks Written for Period 05/15/19 Thru 06/04/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1C1906204	SAC Community Education Fund	16,578.83	0.00	16,578.83	1C*0001142	1C*0001147
Total 1C SAC Community Education Fund		<u><u>\$16,578.83</u></u>	<u><u>\$0.00</u></u>	<u><u>\$16,578.83</u></u>		

Checks Written for Period 05/15/19 Thru 06/04/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1R1906204	SAC Representation Fee Fund	1,551.06	0.00	1,551.06	1R*0001025	1R*0001025
Total 1R SAC Representation Fee Fund		<u>\$1,551.06</u>	<u>\$0.00</u>	<u>\$1,551.06</u>		

Checks Written for Period 05/15/19 Thru 06/04/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1S1905318	SAC Associated Students Fund	9,722.85	0.00	9,722.85	1S*0001382	1S*0001396
1S1905425	SAC Associated Students Fund	5,574.76	0.00	5,574.76	1S*0001397	1S*0001409
1S1905531	SAC Associated Students Fund	610.89	0.00	610.89	1S*0001410	1S*0001413
Total 1S SAC Associated Students Fund		<u><u>\$15,908.50</u></u>	<u><u>\$0.00</u></u>	<u><u>\$15,908.50</u></u>		

Checks Written for Period 05/15/19 Thru 06/04/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T1905318	SAC Diversified Trust Fund	1,638.48	0.00	1,638.48	1T*0001491	1T*0001494
1T1905425	SAC Diversified Trust Fund	10,086.99	0.00	10,086.99	1T*0001495	1T*0001500
1T1905531	SAC Diversified Trust Fund	28,084.89	0.00	28,084.89	1T*0001501	1T*0001515
1T1906204	SAC Diversified Trust Fund	2,166.51	0.00	2,166.51	1T*0001516	1T*0001517
Total 1T SAC Diversified Trust Fund		\$41,976.87	\$0.00	\$41,976.87		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	20,408.87
Total Fund 1B SAC Bookstore Fund	49,831.56
Total Fund 1C SAC Community Education Fu	16,578.83
Total Fund 1R SAC Representation Fee Func	1,551.06
Total Fund 1S SAC Associated Students Fun	15,908.50
Total Fund 1T SAC Diversified Trust Fund	41,976.87
Grand Total:	<u><u>\$146,255.69</u></u>

Checks Written for Period 05/15/19 Thru 06/04/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A1905318	SCC Diversified Agency Fund	107.42	0.00	107.42	2A*0001400	2A*0001401
2A1905425	SCC Diversified Agency Fund	1,926.62	0.00	1,926.62	2A*0001402	2A*0001413
2A1905531	SCC Diversified Agency Fund	11,348.61	0.00	11,348.61	2A*0001414	2A*0001425
2A1906204	SCC Diversified Agency Fund	6,106.67	0.00	6,106.67	2A*0001426	2A*0001440
Total 2A SCC Diversified Agency Fund		\$19,489.32	\$0.00	\$19,489.32		

Checks Written for Period 05/15/19 Thru 06/04/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B1905318	SCC Bookstore Fund	6,580.94	167.70	6,413.24	2B*0001653	2B*0001663
2B1905425	SCC Bookstore Fund	1,826.69	0.00	1,826.69	2B*0001664	2B*0001669
2B1905531	SCC Bookstore Fund	36,011.65	0.00	36,011.65	2B*0001670	2B*0001674
2B1906204	SCC Bookstore Fund	2,297.04	0.00	2,297.04	2B*0001675	2B*0001677
Total 2B SCC Bookstore Fund		<u>\$46,716.32</u>	<u>\$167.70</u>	<u>\$46,548.62</u>		

Checks Written for Period 05/15/19 Thru 06/04/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2C1905425	SCC Community Education Fund	256.45	0.00	256.45	2C*0001112	2C*0001112
2C1905531	SCC Community Education Fund	9,530.50	0.00	9,530.50	2C*0001113	2C*0001113
Total 2C SCC Community Education Fund		<u><u>\$9,786.95</u></u>	<u><u>\$0.00</u></u>	<u><u>\$9,786.95</u></u>		

Checks Written for Period 05/15/19 Thru 06/04/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S1905318	SCC Associated Students Fund	1,671.04	0.00	1,671.04	2S*0001273	2S*0001275
2S1905425	SCC Associated Students Fund	2,177.24	130.00	2,047.24	2S*0001276	2S*0001282
2S1905531	SCC Associated Students Fund	845.00	0.00	845.00	2S*0001283	2S*0001283
2S1906204	SCC Associated Students Fund	2,237.88	1,118.94	1,118.94	2S*0001284	2S*0001291
Total 2S SCC Associated Students Fund		\$6,931.16	\$1,248.94	\$5,682.22		

Checks Written for Period 05/15/19 Thru 06/04/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T1905425	SCC Diversified Trust Fund	4,465.40	0.00	4,465.40	2T*0001239	2T*0001244
2T1905531	SCC Diversified Trust Fund	641.29	0.00	641.29	2T*0001245	2T*0001248
2T1906204	SCC Diversified Trust Fund	3,229.72	0.00	3,229.72	2T*0001249	2T*0001252
Total 2T SCC Diversified Trust Fund		<u>\$8,336.41</u>	<u>\$0.00</u>	<u>\$8,336.41</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	19,489.32
Total Fund 2B SCC Bookstore Fund	46,548.62
Total Fund 2C SCC Community Education Fu	9,786.95
Total Fund 2S SCC Associated Students Fun	5,682.22
Total Fund 2T SCC Diversified Trust Fund	8,336.41
Grand Total:	<u><u>\$89,843.52</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/15/2019 To 06/04/2019
Board Meeting on 06/17/2019**

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
2000	CLASSIFIED SALARIES		7,227
3000	EMPLOYEE BENEFITS		628
4000	SUPPLIES & MATERIALS		500
5000	OTHER OPERATING EXP & SERVICES	87,355	
6000	CAPITAL OUTLAY		79,000
Total Transfer Fund 11		\$87,355	\$87,355
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		13,048
2000	CLASSIFIED SALARIES	30,556	
3000	EMPLOYEE BENEFITS	25,048	
4000	SUPPLIES & MATERIALS		24,733
5000	OTHER OPERATING EXP & SERVICES	50,654	
6000	CAPITAL OUTLAY		62,250
7000	OTHER OUTGO		6,227
Total Transfer Fund 12		\$106,258	\$106,258
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES	3,519	
2000	CLASSIFIED SALARIES		12,772
3000	EMPLOYEE BENEFITS		1,066
4000	SUPPLIES & MATERIALS	4,185	
5000	OTHER OPERATING EXP & SERVICES	1,915	
6000	CAPITAL OUTLAY	4,219	
Total Transfer Fund 33		\$13,838	\$13,838
<u>Fund 61: Property and Liability Fund</u>			
7000	OTHER OUTGO		1,000,000
7900	RESERVE FOR CONTINGENCIES	1,000,000	
Total Transfer Fund 61		\$1,000,000	\$1,000,000
<u>Fund 62: Workers' Compensation Fund</u>			
7000	OTHER OUTGO		9,000,000
7900	RESERVE FOR CONTINGENCIES	9,000,000	
Total Transfer Fund 62		\$9,000,000	\$9,000,000
<u>Fund 79: Diversified Trust Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		10,761
6000	CAPITAL OUTLAY	10,761	
Total Transfer Fund 79		\$10,761	\$10,761
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/15/2019 To 06/04/2019
Board Meeting on 06/17/2019**

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
8600	STATE REVENUES	(22,815)	
8800	LOCAL REVENUES	1,991	
1000	ACADEMIC SALARIES		(1,618)
3000	EMPLOYEE BENEFITS		(382)
4000	SUPPLIES & MATERIALS		(2,974)
5000	OTHER OPERATING EXP & SERVICES		(66,357)
6000	CAPITAL OUTLAY		71,322
7000	OTHER OUTGO		(20,815)
Total Transfer Fund 12		\$(20,824)	\$(20,824)
<u>Fund 63: Retiree Benefits Fund</u>			
8900	OTHER FINANCING SOURCES	10,000,000	
7900	RESERVE FOR CONTINGENCIES		10,000,000
Total Transfer Fund 63		\$10,000,000	\$10,000,000
<u>Fund 74: Student Financial Aid Fund</u>			
8600	STATE REVENUES	20,815	
7000	OTHER OUTGO		20,815
Total Transfer Fund 74		\$20,815	\$20,815

The attached listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 05/15/2019 To 06/04/2019

Board Meeting on 06/17/2019

This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
B025866	05/28/19		
5000	OTHER OPERATING EXP & SERVICES	87,000	
6000	CAPITAL OUTLAY		87,000
Total Reference B025866		87,000	87,000
Reason:	Adjustment		
Description:	Computer replacement project at SCC - 150 each		
<u>Fund 12: General Fund Restricted</u>			
B025827	05/20/19		
1000	ACADEMIC SALARIES	4,057	
2000	CLASSIFIED SALARIES	25,604	
3000	EMPLOYEE BENEFITS	30,776	
4000	SUPPLIES & MATERIALS		29,429
5000	OTHER OPERATING EXP & SERVICES	12,842	
6000	CAPITAL OUTLAY		43,850
Total Reference B025827		73,279	73,279
Reason:	Special Project Adjustment		
Description:	DSPA SCC - Budget Revision FY 18/19		
<u>Fund 61: Property and Liability Fund</u>			
B025906	06/03/19		
7000	OTHER OUTGO		1,000
7900	RESERVE FOR CONTINGENCIES	1,000	
Total Reference B025906		1,000	1,000
Reason:	Adjustment		
Description:	Interfund transfer from Prop & Liability to Retiree Benefit		
B025909	06/03/19		
7000	OTHER OUTGO	1,000	
7900	RESERVE FOR CONTINGENCIES		1,000
Total Reference B025909		1,000	1,000
Reason:	Adjustment		
Description:	Reverse B025906		
B025910	06/03/19		
7000	OTHER OUTGO		1,000,000
7900	RESERVE FOR CONTINGENCIES	1,000,000	
Total Reference B025910		1,000,000	1,000,000
Reason:	Adjustment		
Description:	Interfund transfer from Prop & Liab to Retiree Benefits		
<u>Fund 62: Workers' Compensation Fund</u>			
B025907	06/03/19		
7000	OTHER OUTGO		9,000
7900	RESERVE FOR CONTINGENCIES	9,000	
Total Reference B025907		9,000	9,000
Reason:	Adjustment		
Description:	Interfund tsfr from Workers Comp to Retiree Benefit		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 05/15/2019 To 06/04/2019

Board Meeting on 06/17/2019

BUDGET TRANSFERS		From	To
B025911	06/03/19		
7000	OTHER OUTGO	9,000	
7900	RESERVE FOR CONTINGENCIES		9,000
Total Reference B025911		\$9,000	\$9,000
Reason:	Adjustment		
Description:	Reverse B025907		
B025912	06/03/19		
7000	OTHER OUTGO		9,000,000
7900	RESERVE FOR CONTINGENCIES	9,000,000	
Total Reference B025912		\$9,000,000	\$9,000,000
Reason:	Adjustment		
Description:	Interfund tsfr from Workers Comp to Retiree Benefits		

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
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Fund 12: General Fund Restricted

B025863	05/28/19		
8600	STATE REVENUES	72,000	
4000	SUPPLIES & MATERIALS		678
6000	CAPITAL OUTLAY		71,322
Total Reference B025863		\$72,000	\$72,000

Reason: Special Project Adjustment
Description: SWP Regional - To trnsfr fnd into SAC Nursing for 17-18 VSL Allied Project equipment & supply

B025864	05/28/19		
8600	STATE REVENUES	(72,000)	
5000	OTHER OPERATING EXP & SERVICES		(72,000)
Total Reference B025864		\$(72,000)	\$(72,000)

Reason: Special Project Adjustment
Description: Trnsfr fnd to SAC 17-18 Allied Health Project

Fund 63: Retiree Benefits Fund

B025908	06/03/19		
8900	OTHER FINANCING SOURCES	10,000	
7900	RESERVE FOR CONTINGENCIES		10,000
Total Reference B025908		\$10,000	\$10,000

Reason: Adjustment
Description: IF tsfr in from Prop&Liab & Workers Comp to Retiree Bene

B025913	06/03/19		
8900	OTHER FINANCING SOURCES	(10,000)	
7900	RESERVE FOR CONTINGENCIES		(10,000)
Total Reference B025913		\$(10,000)	\$(10,000)

Reason: Adjustment
Description: Reverse B025908

B025914	06/03/19		
8900	OTHER FINANCING SOURCES	10,000,000	
7900	RESERVE FOR CONTINGENCIES		10,000,000
Total Reference B025914		\$10,000,000	\$10,000,000

Reason: Adjustment
Description: IF tsfr in frm Prop&Liab and Workers Comp 2 Retiree Benefit

RECOMMENDATION

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

4.2 (4)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 05/15/2019 To 06/04/2019
Board Meeting on 06/17/2019**

BACKGROUND

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

ANALYSIS

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

INTERFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/03/19	J053266	Tsfr from Prop&Liab to Retiree	1,000,000.00
06/03/19	J053267	Tsfr fm Workers Comp 2 Retiree	9,000,000.00

RECOMMENDATION

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

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of the 2019-20 Tentative Budget	
Action:	Request for Approval	

BACKGROUND

In accordance with the California Code of Regulations, Title 5, Section 58305, the governing board of each community college district shall adopt a tentative budget by July 1st of each year.

ANALYSIS

A bound copy of the proposed Tentative Budget has been provided for review. The electronic version is available on the website at <https://www.rscdd.edu/Departments/Business-Operations/Pages/Budget.aspx>. The Tentative Budget contains budgets for all of the funds under the District's purview including the following: General Fund (restricted and unrestricted), Bond Interest and Redemption Funds, Bookstore Fund, Child Development Fund, Capital Outlay Projects Fund, General Obligation Bond Fund, Self-Insurance Funds, Retiree Health Benefits Fund, Associated Students Fund, Representation Fee Trust Fund, Student Financial Aid Fund, Community Education Fund, and the Diversified Trust Fund.

The Tentative Budget is considered a placeholder budget for operational purposes and was prepared based on the best available information. The Tentative Budget, which was reviewed and recommended to District Council by the Fiscal Resources Committee (FRC), was reviewed and recommended to the Chancellor by District Council at the June 2, 2019 meeting. The proposed Adopted Budget is scheduled to be presented for approval at the September 9, 2019 Board meeting.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2019-20 proposed Tentative Budget as presented.

Fiscal Impact:	As identified in the Tentative Budget	Board Date: June 17, 2019
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Adoption of Resolution No. 19-12 Public Agencies Post-employment Benefits Trust Administered by Public Agency Retirement Services (PARS) and Approval of RFP #1366 Irrevocable Trust Management	
Action:	Request for Approval	

BACKGROUND

The District offers full-time employees an Other Post Employment Benefit (OPEB) plan for retiree health benefits. Those hired prior to 1986 are entitled to District-paid lifetime coverage and those hired after that date with 15 year of service are entitled to coverage until age 70. As of the latest actuarial study conducted by Total Compensation Systems, Inc. dated July 16, 2018, the District's OPEB liability has grown to \$167.3 million. For the last seven years, the District has contributed the full actuarially determined Annual Required Contribution (ARC) and currently has set aside over \$60 million toward this liability. These funds currently are deposited in a separate District Fund (63). As they are not held in an irrevocable trust, in accordance with GASB 75, they cannot be counted as plan assets, thereby offsetting the liability.

On November 20, 2018 the Board Fiscal/Audit Committee was presented information about creating an irrevocable trust. The benefits of creating an irrevocable trust include increased interest earnings, reduced cost and strain to the General Fund, potential credit rating increase and counting the funds as plan assets that will reduce the ARC. At this meeting, the committee recommended moving forward with a formal Request for Proposal (RFP) for Irrevocable Trust Management with a beginning investment of \$40 million in the trust. This recommendation was also discussed with the Joint Benefits Committee (January 7, 2019 and April 18, 2019), the Fiscal Resources Committee (FRC) (January 23, 2019 and April 17, 2019) and District Council (May 6, 2019 and June 3, 2019).

ANALYSIS

An RFP package was developed and distributed via email to five (5) vendors and six (6) additional vendors via the District's website. Proposals were received from five (5) vendors. A committee was formed consisting of representatives from CSEA 579, CSEA 888, FARSCCD, Human Resources and Business Operations/Fiscal Services to review and evaluate proposals and ultimately make a recommendation. The Orange County Treasurer was also consulted throughout the process.

Following a thorough review, it was concluded that the proposal from Public Employees Retirement Services (PARS) provided the best proposal to meet the District objectives including contracting with a single entity for services, ensuring the trust is fully compliant with all applicable statutes, obtaining competitive investment returns with low expenses, and fair pricing for the services. PARS, based in Newport Beach, provides similar services to over 300 cities, K-12 Districts, Community College Districts and other agencies with \$1.7 billion assets under management. PARS will provide administration of the trust, contracting with US Bank as trustee and Vanguard Advisors Inc. will be the investment manager.

This is a three-year contract with an annual estimated cost of \$88,312 paid from investment returns in the trust. Below is a recap of fees and other related information from the five (5) RFP responses.

	PROPOSER Analysis				
	CalPERS - CERBT	Community College League of California	Keenan – Futuris	PARS	PFM
Current Fees/Assets	0.10%	0.14125% + \$3,800/Year	0.3575% + \$1,950/Year	0.22078%	0.50% + \$8,000/Year
Start Up Costs	-0-	\$5,500	-0-	-0-	-0-
Expense Ratios	Included	0.36%	Unknown	0.00% - 0.08%	0.38% - 0.63%
Estimated Annual Cost	\$40,000	\$60,300	\$144,250	\$88,312	\$208,000
Three Year Return	6.18%	4.6%	5.63%	6.11%	4.89%
Notes	Delegates all authority to CalPERS Board.	Operates as a Joint Powers Authority with District representatives making investment decisions.	Single-employer trust. Discretionary rather than directed trust.	Proposing Vanguard for low cost and can be flexible in investment options.	Did not respond to our request for single contract for services.

With Board approval of this item, staff will work with PARS to implement the trust with an anticipated transfer of \$40 million by June 30, 2019.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 19-12 regarding Public Agencies Post-employment Benefits Trust Administered by Public Agency Retirement Services (PARS) as presented. It is also recommended that the Board of Trustees accept the RFP and approve the award to Public Agency Retirement Services (PARS) for RFP #1366 – Irrevocable Trust Management as presented and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact:	\$88,312 yearly paid from investment returns	Board Date: June 17, 2019
Prepared by:	Adam M. O’Connor, Assistant Vice Chancellor, Fiscal Services and Linda Melendez, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Resolution No. 19-12

APPROVING THE ADOPTION OF THE
PUBLIC AGENCIES POST-EMPLOYMENT BENEFITS TRUST
ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES (PARS)

Whereas, PARS has made available the PARS Public Agencies Post-Employment Benefits Trust (the “Program”) for the purpose of pre-funding pension obligations and/or OPEB obligations; and

Whereas, the Rancho Santiago Community College District (“District”) is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

Whereas, the District’s adoption and operation of the Program has no effect on any current or former employee’s entitlement to post-employment benefits; and

Whereas, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

Whereas, the District’s funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

Whereas, the District reserves the right to make contributions, if any, to the Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of Trustees hereby adopts the PARS Public Agencies Post-Employment Benefits Trust, effective June 17, 2019; and
2. The Governing Board hereby appoints the Vice Chancellor, Business Operations/Fiscal Services, or his/her successor or his/her designee as the District’s Plan Administrator for the Program; and
3. The District’s Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the District and to take whatever additional actions are necessary to maintain the District’s participation in the Program and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the District’s Program.

Dated this 17th day of June 2019

Ayes: 7 Trustees: Alvarez, Barrios, Hanna, Hernandez, Labrado, Mendoza, Yarbrough
Noes: 0 Trustees
Absent: 0 Trustees
Abstain: 0 Trustees

STATE OF CALIFORNIA
COUNTY OF ORANGE

Raúl Rodríguez, the Secretary to the Board of Trustees of the Rancho Santiago Community College District, State of California, hereby certifies that the above foregoing resolution was duly and regularly adopted by said District at a regular meeting thereof held on June 17, 2019, and passed by a unanimous (7-0) vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 17th day of June, 2019.

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this ____ day of _____, 2019, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the Rancho Santiago Community College District (“Agency”).

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or OPEB obligations (“Plan”), and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS’ standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency’s providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether

contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non-performance of Services to the extent such non-performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
9. **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.

10. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.

11. **Insurance.** Consultant shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed insurer, or a non-admitted carrier licensed to do business in California with an A minus, (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Consultant's fulfillment of any of its obligations under this Agreement or either party's use of the Work of any component or part thereof:

A. Commercial General Liability Insurance, including but not limited to, both bodily injury and property damage liability, with limits of no less than as follows:

- \$1,000,000 per occurrence
- \$100,000 fire damage
- \$5,000 medical expenses
- \$1,000,000 personal & adv. injury
- \$3,000,000 general aggregate
- \$3,000,000 products/completed operations aggregate

B. Commercial Automobile Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence.

C. Workers' Compensation and Employers Liability Insurance in a form and amount covering Consultant's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable State and Federal laws. Part A—Statutory Limits, Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. Errors & Omissions (Professional Liability) Insurance coverage, when applicable but not limited to, for or related to claims for any actual or alleged negligent act, error or omission under this Agreement, with the following limits: \$2,000,000 per claim/\$2,000,000 aggregate

E. Consultant, upon execution of this contract and periodically thereafter upon request, shall furnish the District with certificates of insurance evidencing such coverage. The policies shall provide for a thirty (30) day non-renewal provision, except a ten (10) day notice of cancellation for non-payment of premium. The District and the Board of Trustees will be named as additional insureds on the Commercial General Liability and Auto Liability policies. Certificates of insurance and endorsements will be provided in accordance with policy provisions.

12. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.
13. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
14. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
15. **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.
16. **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.

17. **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.
18. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
19. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
20. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
 - (B) To Agency: Rancho Santiago Community College District; 2323 North Broadway, Santa Ana, CA 92706-1640; Attention: Vice Chancellor, Business Operations/Fiscal Services.Notices shall be deemed given on the date received by the addressee.
21. **Term of Agreement.** This Agreement shall remain in effect for the period beginning June 18, 2019 and ending June 17, 2022 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve month periods following the Term.
22. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.
23. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and

provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.

- 24. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
- 25. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
- 26. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 27. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.
- 28. **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](#).

AGENCY:

BY:

Peter J. Hardash

TITLE:

Vice Chancellor, Business Operations/Fiscal Services

DATE:

PARS:

BY:

Tod Hammeras

TITLE:

Chief Financial Officer

DATE:

EXHIBIT 1A
SERVICES

PARS will provide the following services for the Rancho Santiago Community College District Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust ("Trustee"), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
- (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
- (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
- (F) Preparing and submitting an annual report of Plan activity to the Agency;
- (G) Facilitating actuarial valuation updates and funding modifications for compliance with GASB 45/75, if prefunding OPEB obligations;
- (H) Coordinating periodic audits of the Trust;
- (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B
FEES FOR SERVICES

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

<u>For Plan Assets from:</u>			<u>Annual Rate:</u>
\$0	to	\$10,000,000	0.25%
\$10,000,001	to	\$15,000,000	0.20%
\$15,000,001	to	\$50,000,000	0.15%
\$50,000,001	and	above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.

EXHIBIT 1C
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. Executed Legal Documents:
 - (A) Certified Resolution
 - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
 - (C) Trustee Investment Forms

2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Contribution amount
 - (C) Contribution date
 - (D) Contribution method (Check, ACH, Wire)

3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
 - (A) Agency name
 - (B) Payment reimbursement/distribution amount
 - (C) Applicable statement date
 - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
 - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)

4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Lease between Rancho Santiago Community College District and St. Peter Evangelical Lutheran Church	
Action:	Request for Approval	

BACKGROUND

Child Development Services provides early care and education services for children and families within the Rancho Santiago Community College District at St. Peter Lutheran Church, 1510 N Parton, Santa Ana. This location offers services to 100 children and families through the district's contract with the California Department of Education, Early Education and Support Services Division.

ANALYSIS

The lease will provide space for three preschool classrooms, two offices, a conference/work room and the use of bathrooms, playground, kitchen, and a pantry. The duration of the lease agreement will be from July 1, 2019 through June 30, 2020.

The lease costs are paid for by Child Development Services funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease between Rancho Santiago Community College District and St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.

Fiscal Impact:	\$7,729/month Not to exceed \$92,748/Annual	Board Date: June 17, 2019
Prepared by:	Janneth Linnell, Executive Director, Child Development Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

LEASE

1 PARTIES. This Lease ("Lease"), dated July 1, 2019 for reference purposes only, is made by and between **ST. PETER EVANGELICAL LUTHERAN CHURCH** ("Landlord"), and **RANCHO SANTIAGO COMMUNITY DISTRICT**, a community college district of the State of California ("Tenant" or "District") (Landlord and Tenant may be collectively referred to as the "Parties").

2 PREMISES. Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, subject to the provisions of this Lease, that certain space described in Exhibit "A" attached hereto (herein called the "Premises") located at 1510 N. Parton Street, Santa Ana, California (collectively with any common areas and other improvements, the "Project").

3 TERM. The term of this Lease ("Term") shall be for twelve (12) months commencing July 1, 2019 (the "Commencement Date") and ending on June 30, 2020 (the "Termination Date"), unless sooner terminated as provided herein.

4 POSSESSION. Possession of the Premises shall be deemed tendered to Tenant ("Tender of Possession") on the date Tenant actually takes possession of the Premises.

5 RENT. Tenant hereby covenants and agrees to pay to Landlord five thousand eight hundred fourteen (\$5,814) per month for the Premises and one thousand nine hundred fifteen (\$1,915) for the cleaning services and custodial and hygiene supplies for a total of seven thousand seven hundred twenty-nine (\$7,729) in advance on or before the twenty-fifth (25th) day of each month and every successive calendar month thereafter during the Term hereof. Rent and cleaning services and custodial and hygiene supplies for any period during the Term hereof which is for less than one (1) month shall be a prorated portion thereof. Landlord and tenant have the right to request a renegotiation of the rent amount during the term of the lease, if State Preschool enrollment exceeds 200 children or declines under 100 children.

6 EARLY TERMINATION OPTION. Tenant has the option of terminating this Lease prior to the Termination Date specified in Section 3. To exercise the Early Termination Option, Tenant must deliver to Landlord (1) a written notice stating that Tenant has elected to exercise the Early Termination Option and identifying the date of such early termination ("Early Termination Date"), and (2) all Rent and additional Rent due through the Early Termination Date. When Landlord acknowledges receiving the written notice and payment from Tenant, the Termination Date of this Lease shall be deemed amended to be the Early Termination Date.

7 SECURITY DEPOSIT. Landlord hereby agrees that it previously received and currently holds Tenant's deposit in the sum of two thousand seven hundred and thirty dollars (\$2,730.00). Said sum shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the payment of any Rent, Landlord may (but shall not be required to) use, apply or retain all or any

part of the Security Deposit for the payment of any Rent or any other sum in which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. Landlord shall keep this Security Deposit separate from its general funds. If Tenant shall fully and faithfully perform every material provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to the Tenant within twenty (20) days following the expiration of the Lease Term.

8 OPERATING EXPENSES.

8.1 Landlord shall be responsible for all Operating Expenses as defined herein.

8.2 The term "Operating Expenses" shall mean any and all expenses incurred by Landlord in connection with the operation, maintenance and repair of the common areas of the Building and Project including, but not limited to the following: charges or fees for, and taxes on, the furnishing of electricity, fuel, water, sewer, gas, oil and other utilities; (at Landlord's sole discretion) security; pest control; cleaning of windows and exterior curtain walls; janitorial services; trash and snow removal; landscaping and repair and maintenance of grounds; salaries, wages, and benefits for employees of Landlord engaged in the operation, maintenance or repair of the Project including benefits, payroll taxes and worker's compensation insurance (or only a pro rata portion if such employees are not dedicated exclusively to the Project); license fees and governmental permits; casualty and liability insurance; costs of repairing casualties or losses to the building (s), for which Landlord does not receive insurance proceeds covering the entire loss; costs for code compliance; cleaning supplies; uniforms and dry cleaning service; supplies, repairs, replacements and other expenses for maintaining and operating the Project at the time it was constructed or the installation of any device or other equipment which improves the operating efficiency of any system within the Project and thereby reduces the cost of operating said system(s); Landlord's accounting fees and costs for the system within the Project and thereby reduces Operating Expenses; Landlord's accounting fees and costs for the preparation of statements of operating expenses or incurred in order to reduce operating expenses; legal fees and costs relating to the operation, repair or maintenance of the Project or incurred in order to reduce operating expenses; service or management contracts with independent contractors and general overhead; administrative expenses; management fees; telephone, stationery; and the costs of any other items which, under generally accepted accounting principles constitute operating and maintenance costs attributable to any or all of the Project.

8.3 Tenant shall have no responsibility for any of the following expenses: (1) the construction costs for any expansion of the Building or Project; (2) ground rent or debt service (including, but without limitation, interest and principal) required to be made on debt incurred by Landlord and relating to any portion of the Building or Project; (3) costs for which Landlord has a right to receive reimbursement from others; (4) depreciation of the Project or other said improvements; (5) costs occasioned by Landlord's fraud or willful misconduct; (6) environmental pollution assessment and remediation related costs not caused by Tenant or its agents; (7) leasing commissions; (8) expenses paid from reserve amounts previously included in Operating Expenses; (9) costs of any items to the extent Landlord receives reimbursement from insurance proceeds or

from a third party (such proceeds or reimbursement to be credited to Operating Expenses in the

year in which received, except that any commercially reasonable deductible amount under any insurance policy shall be included within Operating Expenses charges when incurred by Landlord); (10) costs arising from Landlord's charitable or political contributions; (11) cost of the initial construction and installation of the Project (including the Common Area) and of correcting any defects in or inadequacy of the initial design or construction of the Project or of making any repairs of such initial construction to the extent covered by construction warranty; whether for the Project or pursuant to any work letter with a tenant, (12) tax penalties incurred or interest charged as a result of Landlord's failure to make payments for such items to the extent required by this Lease, except to the extent not caused by Tenant's failure to make such payments when due under this Lease; (13) repairs or other work occasioned by fire, storm, flood or other insured casualty or by the exercise of eminent domain, to the extent Landlord is reimbursed by warranty or insurance or by the condemning authority, or would have been reimbursed if Landlord had maintained in force the insurance required to be carried by Landlord under this Lease; (14) attorneys' and other professional fees, costs and disbursements and other expenses incurred in connection with procuring new tenants and/or negotiations or disputes with present or prospective tenants or other occupants of the Project, except to the extent incurred as a result of Tenant's acts or omissions; (15) repairs, alterations, additions, improvements or replacements made to rectify or correct any condition with respect to the Project that is in violation of applicable Laws on the date of execution of this Lease; (16) salaries, wages or other compensation paid to officers or executives of Landlord; (17) overhead and profit increment paid to a subsidiary, affiliate or other entity related to Landlord for services to the extent they are in excess of the amount that would be paid in the absence of such affiliation; (18) specific costs incurred for the account of, separately billed to and paid by specific tenants in the Project; (19) cost of capital improvements which are defined as any expenditures of the type which do not normally recur more frequently than every five (5) years in the normal course of operation and maintenance of the Project; (20) any increase in real property taxes resulting from a change in ownership of the Building or Project that occurs during the Term of this Lease or any extensions or renewals thereof; and (21) income, excess profits, or franchise taxes or other such taxes imposed on or measured by the income of Landlord from the operation of the Project. For purposes of this Lease, "change in ownership" has the same definition as in California Revenue and Taxation Code Sections 60 through 68, inclusive, and/or any amendments or successor statutes to such sections.

9. USE. Tenant shall use the Premises for a State Pre-School Program for underprivileged children and any incidental uses and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Project or any of its contents, or cause cancellation of any insurance policy covering said Project or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will (a) in any way obstruct or interfere with the rights of other Tenants or occupants of the Project or injure them, (b) allow the Premises to be used for any improper, immoral, or unlawful purpose, nor shall Tenant cause, maintain or permit

any nuisance in, on or about the Premises or (c) violate any codes, laws or regulations of city, state or federal authorities. Tenant shall not commit nor suffer to be committed any waste in or upon the Premises.

9.1 Condition of Premises.

Landlord shall deliver the Premises to Tenant in a clean condition on the Lease Commencement Date. Landlord represents and warrants that as of the Commencement Date, but without regard to any alterations or improvements made by Tenant, the Premises does not violate any covenants or restrictions of record, any applicable building code, or any regulations or ordinances in effect on the Commencement Date. In the event that it is determined that this warranty has been violated, then it shall be the obligation of the Landlord, after written notice from Tenant, to promptly, at Landlord's sole cost and expense, to rectify any such violation. Except as otherwise provided in this Lease, Tenant hereby accepts the Premises and the Project in their as is condition existing as of the Lease Commencement Date or the date that Tenant takes possession of the Premises, whichever is earlier.

10. CLEANING SERVICES AND CUSTODIAL AND HYGIEN SUPPLIES

Landlord shall perform all interior cleaning and custodial services of the Premises for Tenant as described in Exhibit "C". Landlord shall supply all cleaning supplies necessary to perform the cleaning and custodial services and supply all restroom and hygiene supplies necessary for normal daily use of the Tenant.

11. MAINTENANCE, REPAIRS, ALTERATIONS AND COMMON AREA SERVICES.

11.1 Landlord's Obligations. Landlord represents and warrants that to its actual knowledge, the Premises and the structural elements, roof and building systems of the Building are seismically and otherwise in sound condition and in compliance with all applicable federal, state and local laws, statutes, applicable building codes, ordinances and governmental rules, regulations or requirements now in force, including, without limitation, handicapped accessibility standards set forth in the ADA. Landlord has disclosed all known conditions, including, but not limited to, environmental contamination, restrictions on utilities, or exclusive use restrictions, that would adversely affect Tenant's use of the Premises. Landlord shall (i) maintain, repair and replace the structural portions of the Project, including but not limited to the foundation, floor/ceiling slabs, roof, curtain wall, exterior glass, columns, beams, shafts, stairs, stairwells and elevator cabs and common areas, and (ii) maintain, repair and replace (as reasonably determined by Landlord to be appropriate) the basic mechanical, electrical, life safety, plumbing, sprinkler systems and heating, ventilating and air-conditioning systems (provided, however, that Landlord's obligation with respect to any such systems shall be to repair, maintain and replace those portions of the systems located in the core of the Project or in other areas outside of the Premises, but Tenant shall be responsible to repair and maintain any distribution of such systems in the Premises).

A. HVAC Warranty. Landlord warrants and represents that the heating and air-

conditioning (“HVAC”) systems and equipment within the Premises are in good working order as of the date hereof and will remain so for the term of this Lease, ordinary wear and tear and negligence of Tenant excepted. In the event that any such systems and/or equipment fail, the cost to repair or replace shall be the sole responsibility of Landlord and no portion of such cost will be passed through to Tenant.

11.2 Tenant's Obligations.

A. Notwithstanding Landlord's obligation to keep the Premises in good condition and repair, Tenant shall be responsible for payment of the cost thereof to Landlord as additional Rent for (i) that portion of the cost of any maintenance and repair of the Premises, or any equipment, (wherever located) that serves only Tenant or the Premises, to the extent such cost is attributable to causes beyond normal wear and tear and (ii) for any other costs which are incurred in on or about the Premises because of Tenant's particular use or actions. Tenant shall be responsible for the cost of painting, replacing, repairing and/or maintaining wall coverings or any Premises improvements that are not ordinarily a part of the Premises or that are above then Project standards, including but not limited to all telephone or computer related wire or cabling. Landlord may, at its option, upon reasonable notice, elect to have Tenant perform any particular such maintenance or repairs the cost of which is otherwise Tenant's responsibility hereunder.

B. On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, ordinary wear and tear excepted, clean and free of debris. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures, alterations, furnishings and equipment.

11.3 Alterations and Additions.

A. Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, additions, utility installations or repairs in, on or about the Premises, except for non-structural modifications, installation of trade fixtures (for purposes of this Lease, “trade fixtures” is defined as removable personal property that Tenant attaches to the Premises for business purposes), installations or repairs.

B. Any alterations, improvements, additions or utility installations in or about the Premises that Tenant shall desire to make or are required to be made by the city or other governing authority because of Tenant's use or alteration, improvement, addition or utility installation, shall be presented to Landlord in written form, with proposed detailed plans and the cost thereof, including the cost of alterations or improvements to the common areas of the Project all of which shall be borne by Tenant unless otherwise agreed to in writing. If Landlord shall give its consent to Tenant's making such alteration, improvement, addition or utility installation, the consent shall be deemed conditioned upon Tenant acquiring a permit to do so from the applicable governmental agencies, furnishing a copy thereof to Landlord prior to the commencement of the work and compliance by Tenant with all conditions of said permit in a prompt and expeditious manner. In the event Tenant utilizes any common areas for any utility installations, including but

not limited to, phones or telecommunications equipment, Tenant shall do so at its sole risk and shall provide its own security for such installations.

C. With the exception of trade fixtures, all alterations, improvements, additions and utility installations (whether or not such utility installations constitute trade fixtures of Tenant),

which may be made to the Premises by Tenant, including but not limited to, floor coverings, panelings, doors, drapes, built-ins, moldings, sound attenuation, lighting and telephone or communication systems, conduit, wiring and outlets shall be made and done in a good and workmanlike manner and of good and sufficient quality and materials and shall be the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Lease Term.

11.4 Utility Additions. Landlord reserves the right to install new or additional utility facilities throughout the Project, at Landlord's sole cost and expense, for the benefit of Landlord or Tenant, or any other tenant of the Project, including, but not by way of limitation, such utilities as plumbing, electrical systems, communication systems, and fire protection and detection systems, so long as such installations do not unreasonably interfere with Tenant's use of the Premises.

12 LIENS. Tenant shall promptly pay and discharge all claims for work or labor done, supplies furnished or services rendered and shall keep the Premises free and clear of all mechanic and materialman liens in connection therewith.

13 ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer, mortgage or encumber this Lease or sublet all or a portion of the Premises without obtaining the prior written consent of Landlord, nor shall any assignment or transfer of this Lease be effective by operation of law or otherwise without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any request for consent shall be in writing and provide sufficient information for Landlord to determine the financial strength of such assignee or subtenant. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under the terms of the Lease, unless agreed to in writing by Landlord. Landlord shall respond to any request for assignment or subletting within ten (10) days of written request by Tenant.

14 INSURANCE AND INDEMNITY.

14.1 Self-Insurance - Tenant. The insurance requirements set forth under this Section 12 may be satisfied by a self-insurance program approved by the District's governing Board of Education. As of the execution of this Lease, the Tenant is self-insured.

14.2 Liability Insurance - Tenant. Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease a policy of liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate insuring Tenant, with Landlord as an additional insured, against all liability arising out of the use, occupancy or maintenance of the Premises.

14.3 Liability Insurance - Landlord. Landlord shall, at Landlord's expense, obtain and keep in force during the Term of this Lease a policy of liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate insuring Landlord, but not Tenant, against all liability arising out of the ownership, use, occupancy or maintenance of the Buildings and Project of which the Premises are a part.

14.4 Property Insurance - Tenant. Tenant shall, at Tenant's expense, obtain and keep in force during the Term of this Lease for the benefit of Tenant, replacement cost and fire and extended coverage insurance, with vandalism and malicious mischief, in an amount sufficient to cover not less than the full replacement cost, as the same may exist from time to time, of Tenant's personal property, fixtures, equipment and tenant improvements.

14.5 Property Insurance - Landlord. Landlord shall, at Landlord's expense, obtain and keep in force during the Term of this Lease a policy or policies of insurance covering loss or damage to the Building and Project improvements, but not Tenant's personal property, fixtures, equipment or tenant improvements, in the amount of the full replacement cost thereof, as the same may exist from time to time, providing protection against all perils included with the classification of fire, extended coverage, vandalism, malicious mischief, plate glass and such other perils as Landlord deems advisable or may be required by a lender having a lien on the Building or Project. In addition, Landlord shall obtain and keep in force, during the Term of the Lease, a policy of rental value insurance covering a period of one year, with loss payable to Landlord, which insurance shall also cover all Operating Expenses for said period. Tenant will not be named in any such policies carried by Landlord and shall have no right to any proceeds therefrom. The policies required by Section 12.3 and 12.5 shall contain such deductibles as Landlord or its lender may require. If the Premises shall suffer an insured loss as defined in Section hereof, the deductible amounts under the applicable insurance policies shall be deemed an Operating Expense. Tenant shall not do or permit anything to be done which shall invalidate the insurance policies carried by Landlord. Tenant shall pay the entirety of any increase in the property insurance premium for the Building over what it was immediately prior to the commencement of the Term if the increase is specified by Landlord's insurance carrier as being caused by the nature of Tenant's occupancy.

14.6 Insurance Policies. Subject to Section 12.1 above, Tenant shall deliver to Landlord copies of liability insurance policies required under this Section 12 or certificates evidencing the existence and amounts of such insurance within seven (7) days after the Commencement Date of this Lease. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Landlord. Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals thereof. All policies shall name Landlord as additional insured.

14.7 Waiver of Subrogation. As long as their respective insurers so permit, Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage or other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain said waivers. Each party shall obtain any special endorsement, if required by their insurer to evidence compliance with this

waiver.

14.8 Indemnity. Tenant shall indemnify and hold harmless Landlord (including all officers, directors, shareholders, agents and employees of the same), from and against any and all claims, losses, damages, or liability because of injuries or death of persons or damage to, destruction, loss or theft of property caused by the active negligence or willful misconduct of Tenant, its employees, agents, or contractors during the course of Tenant's use of the Premises under this Agreement but only to the extent that such claims, losses, damages, or liability could have been brought directly against the Tenant.

Landlord shall indemnify and hold harmless Tenant (including all officers, directors, shareholders, agents and employees of the same), from and against any and all claims, losses, damages, or liability because of injuries or death of persons or damage to, destruction, loss or theft of property arising from Landlord's ownership, management, use or operation of the Project, unless caused by the active negligence or willful misconduct of Tenant, its employees, agents, or contractors relating to the Premises, Building or Project.

15. SERVICES AND UTILITIES. Landlord shall furnish to the Premises Monday through Friday, 6:30 a.m. to 6:30 p.m., during generally recognized business days, subject to the rules and regulations of the Project of which the Premises are a part in such reasonable quantities as in the judgment of Landlord is reasonably necessary for the comfortable occupancy of the Premises for general office purposes: (a) electricity for normal lighting; (b) the electricity for fractional horsepower office machines 24 hours per day, 365 days per year; and (c) heat and air conditioning. Landlord shall also maintain and keep lighted the common stairs, common entries and toilet rooms in the Project of which the Premises are a part.

16. REAL PROPERTY TAXES.

16.1 Payment of Taxes. Landlord shall pay the Real Property Tax, as defined in Section 14.3, applicable to the Project. The Tenant, as a public entity, is exempt from payment of Real Property Taxes and shall not be responsible for any Real Property Taxes with respect to Property. Tenant makes no representation or warranty with respect to any tax or business matters related to Landlord's disposition of the Property, and Landlord expressly acknowledges that it has consulted its own legal counsel and consultants regarding all necessary tax and business related matters associated with the disposition of the Property.

16.2 Additional Improvements. Tenant shall not be responsible for paying any increase in Real Property Tax specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Landlord for the exclusive enjoyment of any other tenant.

17. OPTION TO EXTEND TERM. Provided that Tenant is not in default under this Lease at the time the option is exercised, Tenant shall have the option to extend the Lease Term (the "Option") for two (2) consecutive one (1) year periods (each, an "Option Period") commencing on the expiration of the initial Lease Term. Tenant shall provide Landlord not more than sixty

(60) days written notice of its intent to exercise the Option. The Option shall apply to the entire Premises.

18. LANDLORD'S ACCESS.

18.1 Upon prior notice, Lessee shall make the premises available during normal business hours to Lessor, authorized agent or representative, for the purpose of entering to (a) make necessary or agreed upon repairs, decorations, alterations or improvements or supply necessary or agreed upon service, or (b) inspect the premises as deemed necessary. In an emergency, Lessor, authorized agent or representative may enter the premises, at any time, without prior permission from Lessee. Church members or representatives may not walk through leased spaces during school hours without prior authorization and or notice. This is in order to comply with licensing regulations.

18.2 In the event that Landlord's entry onto the Premises may take place at a time or under circumstances that could result in contact with any under age pupils (younger than 18 years of age), Landlord's right to enter the Premises is conditioned on compliance with requirements of state law regarding fingerprinting and background checks as set forth in Education Code Section 45125.2.

19. DAMAGE OR DESTRUCTION.

19.1 Definitions. The following Definitions "A" through "G" shall have the same meaning throughout the Lease as they do in this Section 17.

A. "Premises Damage" shall mean if the Premises are damaged or destroyed to any extent.

B. "Premises Project Partial Damage" shall mean if the Project of which the Premises are a part is damaged or destroyed to the extent that the cost to repair is less than fifty percent (50%) of the then Replacement Cost of the Project.

C. "Premises Project Total Destruction" shall mean if the Project of which the Premises are a part is damaged or destroyed to the extent that the cost to repair is fifty percent (50%) or more of the then Replacement Cost of the Project.

D. "Project" shall mean the site and all of the buildings located thereon.

E. "Project Total Destruction" shall mean if the Project buildings are damaged or destroyed to the extent that the cost of repair is fifty percent (50%) or more of the then Replacement Cost of the Project buildings.

F. "Insured Loss" shall mean damage or destruction which was caused by an event required to be covered by the insurance described in Section 12. The fact that an Insured Loss has a deductible amount shall not make the loss an uninsured loss.

G. "Replacement Cost" shall mean the amount of money necessary to be spent in order to repair or rebuild the damaged area to the condition that existed immediately prior to the damage occurring, excluding all improvements made by Tenants, other than those installed by Landlord at Tenant's expense.

19.2 Premises Damage; Premises Project Partial Damage.

A. Insured Loss: Subject to the provisions of Sections 17.4 and 17.5, if at any time during the Term of this Lease there is damage which is an Insured Loss and which falls into the classification of either Premises Damage or Premises Project Partial Damage, then Landlord shall, as soon as reasonably possible and to the extent the required materials and labor are readily available through usual commercial channels, at Landlord's expense, repair such damage (but not Tenant's fixtures, equipment or Tenant improvements originally paid for by Tenant) to its condition existing at the time of the damage, and this Lease shall continue in full force and effect.

B. Uninsured Loss: Subject to the provisions of Sections 17.4 and 17.5, if at any time during the Term of this Lease there is damage which is not an Insured Loss and which falls within the classification of Premises Damage or Premises Project Partial Damage, unless caused by a negligent or willful act of Tenant (in which event Tenant shall make the repairs at Tenant's expense), which damage prevents Tenant from making any substantial use of the Premises, Landlord may at Landlord's option either (i) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease, in which case this Lease shall terminate as of the date of the occurrence of such damage.

19.3 Premises Project Total Destruction: Project Total Destruction. Subject to the provisions of Sections 17.4 and 17.5, if at any time during the Term of this Lease there is damage, whether or not it is an Insured Loss, which falls into the classifications of either (i) Premises Project Total Destruction, or (ii) Project Total Destruction, then Landlord may at Landlord's option either (i) repair such damage or destruction as soon as reasonably possible at Landlord's expense (to the extent the required materials are readily available through usual commercial channels) to its condition existing at the time of the damage, but not Tenant's fixtures, equipment or Tenant improvements, and this Lease shall continue in full force and effect, or (ii) give written notice to Tenant within thirty (30) days after the date of the occurrence of such damage of Landlord's intention to cancel and terminate this Lease, in which case this Lease shall terminate as of the date of the occurrence of such damage.

19.4 Damage Near End of Term.

A. If at any time during the last twelve (12) months of the Term of this Lease there is substantial damage to the Premises, Landlord may at Landlord's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of the occurrence of such

damage.

B. Notwithstanding Section 17.3, in the event that Tenant has an option to extend or renew this Lease, and the time within which said option may be exercised has not yet expired, Tenant shall exercise such option, if it is to be exercised at all, no later than twenty (20) days after the occurrence of an Insured Loss falling within the classification of Premises Damage during the last twelve (12) months of the term of this Lease. If Tenant duly exercises such option during said twenty (20) day period, Landlord shall, at Landlord's expense, repair such damage, but not Tenant's fixtures, equipment or Tenant improvements, as soon as reasonably possible and this Lease shall continue in full force and effect. If Tenant fails to exercise such option during said twenty (20) day period, then Landlord may at Landlord's option terminate and cancel this Lease as of the expiration of said twenty (20) day period, notwithstanding any term or provision in the grant of option to the contrary.

19.5 Abatement of Rent; Tenant's Remedies.

A. In the event Landlord repairs or restores the Project or Premises pursuant to the provisions of this Section 17 and any part of the Premises are not usable (including loss of use due to loss of access or essential services), the Rent payable hereunder (including Tenant's Pro Rata Share of Excess Expenses) for the period during which such damage, repair or restoration continues shall be abated, provided (i) the damage was not the result of the negligence of Tenant, and (ii) such abatement shall only be to the extent the operation and profitability of Tenant's business as operated from the Premises is adversely affected. Except for said abatement of Rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair or restoration.

B. If Landlord shall be obligated to repair or restore the Premises or the Project under the provisions of this Section 17 and shall not commence such repair or restoration within ninety (90) days after such occurrence, or if Landlord shall not complete the restoration and repair within six (6) months after such occurrence, Tenant may at Tenant's option cancel and terminate this Lease by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement or completion, respectively, of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

C. Tenant agrees to cooperate with Landlord in connection with any such restoration and repair, including but not limited to the approval and/or execution of plans and specifications required.

19.6 Waiver. Landlord and Tenant waive the provisions of any statute which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

20. DEFAULT; REMEDIES.

20.1 Default. The occurrence of any one or more of the following events shall constitute a material default of this Lease by Tenant:

A. The vacation or abandonment of the Premises by Tenant. Vacation or abandonment of the Premises shall include the failure to occupy the Premises for a continuous period of sixty (60) days or more, whether or not the Rent is paid;

B. The failure by Tenant to make any payment of Rent or any other monetary payment required to be made by Tenant hereunder within ten (10) days of the due date;

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within thirty (30) days from receipt of the notice and thereafter diligently pursues such cure to completion;

D. (i) The making by Tenant of any general arrangement or general assignment for the benefit of creditors; (ii) Tenant becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within sixty (60) days; or (iv) the attachment, execution of other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within sixty (60) days. In the event that any provision of this Section 18.1 (D) is contrary to any applicable law, such provision shall be of no force or effect; or

20.2 Remedies. In the event of any material default or breach of this Lease by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default;

A. Terminate Tenant's right to possession of the Premises by a lawful means, in which case this Lease and the Term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid Rent for the balance of the term after the time of such award exceeds the amount of such Rent loss for the same period that Tenant proves could be reasonably avoided; the leasing commission paid by Landlord to release the Premises and which is applicable to the unexpired Term of this Lease.

B. Maintain Tenant's right to possession in which case this Lease shall

continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of that state wherein the Premises are located. Unpaid installments of Rent and other unpaid monetary obligations of Tenant under the terms of this Lease shall bear interest from the date due in accordance with Section 28 herein.

20.3 Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently pursues the same to completion.

20.4 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Base Rent due hereunder will cause Landlord 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 on Landlord by the terms of any mortgage or trust deed covering the Project. Accordingly, if any installment of Base Rent due from Tenant shall not be received by Landlord or Landlord's designee by the tenth (10th) day of any month in which Rent is due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

21. ESTOPPEL CERTIFICATE.

20.1. Each Party (as "responding party") shall at any time upon not less than ten (10) days prior written notice from the other Party ("requesting party") execute, acknowledge and deliver to the requesting Party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the responding Party's knowledge, any uncured defaults on the part of the requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Project or of the business of Tenant.

20.2. At the requesting Party's option, the failure to deliver such statement within such time shall be a material default of this Lease by the Party who is to respond, without any further notice to such Party, or it shall be conclusive upon such Party that (i) this Lease is in full force and

effect, without modification except as may be represented by the requesting Party, (ii) there are no uncured defaults in the requesting Party's performance, and (iii) if Landlord is the requesting Party, not more than one month's Base Rent has been paid in advance.

22. PARKING. Tenant shall be entitled to use non-reserved parking spaces at no cost to Tenant.

23. LANDLORD AND OWNER(S) LIABILITY. Landlord's liability under this Lease is limited to its actual ownership interest in the Project. Tenant expressly agrees that the obligations and liability of Landlord under this Lease and all executed documents related thereto shall not constitute personal obligations of Landlord and its agents, partners and lenders, affiliates, subsidiaries or any other entities or persons involved in the management or ownership of the Project (including all officers, directors and shareholders of the same).

24. SEVERABILITY. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

25. TIME OF ESSENCE. Time is of the essence with respect to the obligations to be performed under this Lease.

26. NOTICES. Any notice required or permitted to be given hereunder must be in writing and must be given by either certified or registered mail, return receipt requested, or by personal delivery, and shall be deemed sufficiently given if delivered or addressed (if mailed) to Tenant or to Landlord at the address below the signature of the respective Parties or to the Premises, if the notice is to Tenant, and no address is below Tenant's signature on the signature page of this Lease. However, any notice from Tenant whereby Tenant is exercising an Option, if any, or a notice describing a Landlord default must be sent via certified or registered mail, return receipt requested or by personal delivery with a written verification of receipt from the Property Manager or an officer of Landlord. Mailed notices shall be deemed given upon actual receipt at the address required, or three (3) working days following deposit in the U.S. mail, postage prepaid, whichever first occurs. Either Party may, by notice to the other, specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder must be concurrently transmitted to such Party or Parties at such addresses as Landlord may from time to time designate either in writing or under Landlord's signature block on the signature page of this Lease.

27. WAIVERS. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.

28. CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed

exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

29. COVENANTS AND CONDITIONS. Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

30. BINDING EFFECT; CHOICE OF LAW. Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provisions of Section 23, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State where the Project is located and any litigation concerning this Lease between the Parties hereto shall be initiated in the county in which the Project is located.

31. ATTORNEY'S FEES. In the event that it becomes necessary for either party to initiate legal proceedings to enforce any provision of this Lease, each party shall bear its own litigation costs and expenses, including attorney's fees.

32. MERGER. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

33. CONSENTS. Except when Landlord has its "sole discretion", wherever in this Lease the consent of one Party is required to an act of the other Party, such consent shall not be unreasonably withheld or delayed.

34. QUIET POSSESSION. Upon Tenant paying the Rent for the Premises and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant's shall have quiet possession of the Premises for the entire Term hereof subject to all of the provisions of this Lease.

35. HOLDING OVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term hereof, such occupancy shall be a tenancy from month to month subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term.

36. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate. Landlord reserves the right from time to time to make all reasonable modifications to said rules. The additions and modifications to those rules shall be binding upon Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules by any other Tenants or occupants.

37. PERFORMANCE UNDER PROTEST. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be

adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease.

38. AUTHORITY. Tenant, and each individual executing this Lease on behalf of Tenant, represents and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of said entity.

39. CONFLICT. Any conflict between this Lease and its Exhibit(s) or Addenda(s), if any, the Exhibit(s) or Addenda(s) shall control and prevail. In the event of a conflict between any typewritten or handwritten provisions the handwritten provisions, if any, shall control and prevail.

40. BINDING EFFECT. This Lease shall become binding upon Landlord and Tenant only when fully executed by both Parties.

41. MULTIPLE PARTIES. If more than one person or entity is named as either Landlord or Tenant herein, except as otherwise expressly provided herein, the obligations of the Landlord or Tenant herein shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant, respectively.

42. COUNTERPARTS. This Lease may be executed in counterparts, each of which shall be deemed an original, and when taken together shall constitute the original executed Lease.

43. ENVIRONMENTAL CONDITIONS. Landlord shall be responsible for the environmental condition of the Premises and Project and all matters caused by the Landlord, its agents, employees, tenants (excluding Tenant), contractors, guests and invitees. Tenant shall be responsible only for its actions or work.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES. IF THIS LEASE HAS BEEN FILLED IN IT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR HIS APPROVAL. NO REPRESENTATION OR RECOMMENDATION IS MADE BY LANDLORD OR TENANT AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION RELATING THERETO; LANDLORD AND TENANT SHALL RELY SOLELY UPON THE ADVICE OF THEIR OWN LEGAL COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

IN WITNESS WHEREOF, the Parties have executed this Lease effective as of the date first written above.

LANDLORD:

ST, PETER EVANGELICAL LUTHERAN
CHURCH
a Nonprofit Organization

By: Rod Flippen

Its: Church Executive Counsel, Treasurer

Date: _____

Signature: _____

TENANT:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
a Community College District

By: Peter J. Hardash

Its: Vice Chancellor, Business Operations and
Fiscal Services

Date: _____

Signature: _____

EXHIBIT "A"

"PREMISES"

Use of 100% of the Fellowship Hall, 2235 sq. ft.; office (Rm. 8), 130 sp. ft.; shared storage space (Rm. 6), 130 sq. ft.; (cannot share during school hours)– 2 restrooms/hallway, 375 sq. ft.; (not during school hours)of kitchen, 205 sq. ft.; office (Rms. 14/15, 350 sq. ft.; upstairs classrooms/restroom, 1345 sq. ft.; upstairs offices (Rms. 22/23) 190 sq. ft.; (Total sq. ft. 4960), shared use of three refrigerators and one freezer; two outside storage sheds; plus two outside play areas; non-exclusive use of parking lot; occasional use of Memorial Room, Nursery Room, and small playground, subject to availability, with advance notice; all facilities located on St. Peter Lutheran Church property to be used for a State Pre-School Program for underprivileged children. Any additional charges for space, equipment and/or services shall be an additional cost beyond what is hereby agreed. Lessor retains first priority on use of all facilities (after school hours) but will provide Lessee with a **minimum of seven (7) days notice in writing** for any church entity or organization requiring use of any of the above mentioned facilities.

EXHIBIT "B"

FLOOR PLAN

Floor Plan Showing Premises

Deemed to be approximately 2235 sq. ft.; office (Rm. 8), 130 sp. ft.; shared storage space (Rm. 6), 130 sq. ft.; shared use – 2 restrooms/hallway, 375 sq. ft.; shared use of kitchen, 205 sq. ft.; office (Rms. 14/15, 350 sq. ft.; upstairs classrooms/restroom, 1345 sq. ft.; upstairs offices (Rms. 22/23) 190 sq. ft.; Total sq. ft. 4960.

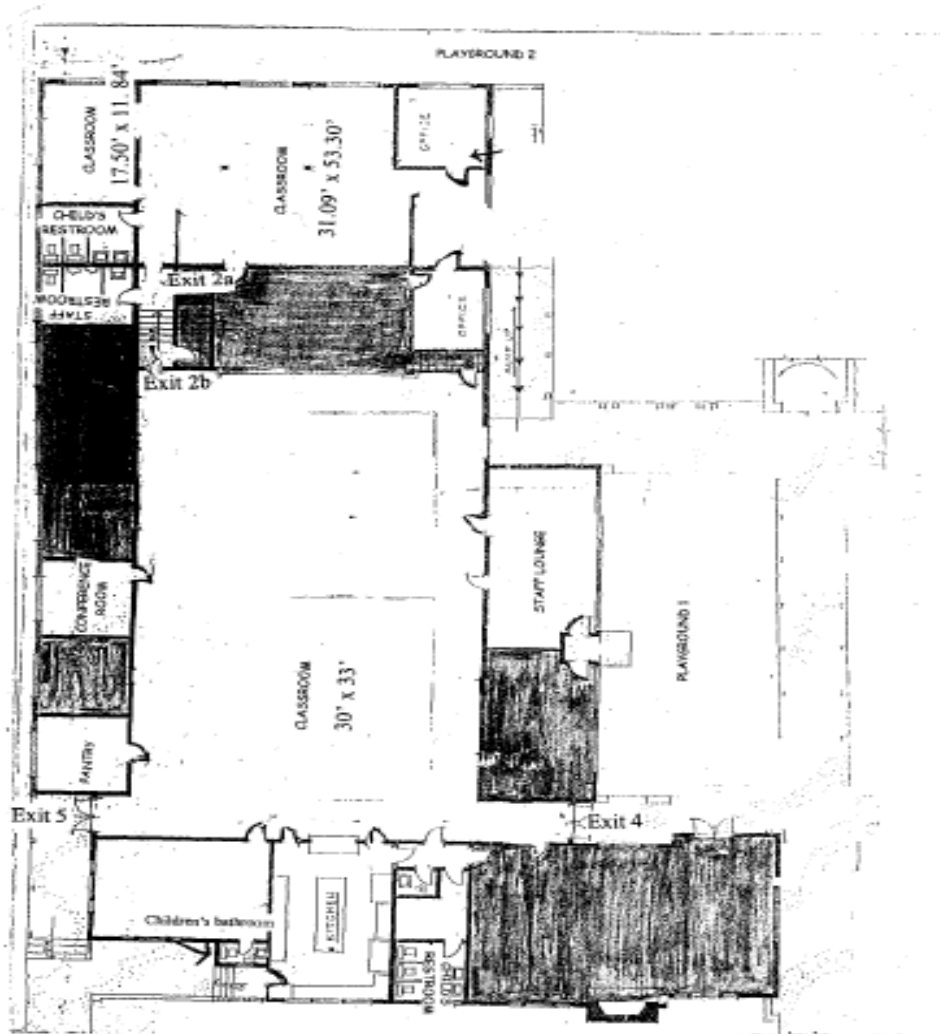


EXHIBIT “C”
CLEANING SERVICES AGREEMENT
SCOPE OF SERVICES

Services to be performed in administration & rooms #8, 14, and 15

Daily:

- Mop floors
- Vacuum all carpeted and rug areas
- Clean entrance glass door: frame and handle spot cleaned
- Empty trash

Weekly

- “Edged” perimeter of rooms to remove dust and debris
- Dust office furniture including filing cabinets, credenzas, countertops and bookcases
- Spot clean doors, doorframes and light switches

Monthly

- Dust venetian blinds, windowsills and partitions
- Remove cobwebs as needed
- Dust assessable high light fixtures and vents
- Clean all base boards
- Dust picture frames and thresholds
- Clean fans

Services to be performed in classrooms

Daily

- Vacuum all carpeted and rug areas
- Sweep and mop all hard floor surfaces
- Empty trash

Weekly

- “Edged” perimeter of rooms to remove dust and debris
- Spot clean doors, doorframes and light switches

Monthly

- Dust venetian blinds, windowsills and partitions

- Remove cobwebs as needed
- Dust assessable high light fixtures and vents
- Clean all base boards
- Dust picture frames and thresholds
- Clean fans

Services to be performed in all restrooms

Daily

- Clean, disinfect, and polish the inside and out of toilets, urinals and fixtures
- Clean and sanitize sinks and fixtures
- Clean and polish mirrors
- Empty trash
- Damp wipe paper, soap and toilet tissue dispensers
- Fill toilet tissue , hand towels and soap dispensers
- Wipe splash marks from walls and basin
- Sweep and wet mop floors
- Spot clean doors, doorframes and light switches

Weekly

- Dust venetian blinds, windowsills and partitions
- Remove cobwebs as needed
- Dump warm water down floor drains in all restrooms

Monthly

- Dust assessable high light fixtures and vents
- Clean all base boards

Services to be performed in kitchen area

Daily

- Move mats, sweep and mop floors

Services to be performed twice a year

- Strip, seal, and apply three coats of wax to the vinyl floors in the administration, classrooms, kitchen and restroom areas
- Clean carpets and rugs using extraction machine

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Appointment for the Measure Q Citizens' Bond Oversight Committee	
Action:	Request for Approval	

BACKGROUND

One of the requirements for bonds that are approved under the auspices of Proposition 39 is the provision of a Citizens' Bond Oversight Committee comprised of residents of the district who satisfy various categories of membership. The Board of Trustees approved the membership of the original committee in February of 2013 and acts upon the appointment, reappointment and reaffirmation of the committee each year.

ANALYSIS

Theodore (Teddy) Moreno, the Santa Ana College student representative appointed to the Measure Q Citizens' Bond Oversight Committee, was recently elected as the RSCCD Student Trustee effective June 2019. Therefore, the college has recommended Mariano Cuellar, a current Santa Ana College student, to replace Theodore (Teddy) Moreno on the Citizens' Bond Oversight Committee and serve a one year term with the option to continue serving on the committee for a second year beginning in June 2020.

Name	Membership Category	Recommended Action
Mariano Cuellar	SAC Student	Appoint (one year term with the optional second year term)

RECOMMENDATION

It is recommended that the Board of Trustees approve the appointment of the Santa Ana College student representative to the Measure Q Citizens' Bond Oversight Committee as presented.

Fiscal Impact:	None	Board Date: June 17, 2019
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Adoption of Resolution No. 19-11 to Adopt a Uniform System for Prequalifying and Rating Bidders for the Santa Ana College Russell Hall Replacement Project (Health Sciences)	
Action:	Request for Adoption	

BACKGROUND:

The Russell Hall Replacement (Health Sciences) project at Santa Ana College includes two construction phases: 1) new building construction and 2) demolition of the existing Russell Hall building. The project is a state funded project where a portion of each phase will be reimbursed by the State. The first phase of work requires Division of the State Architect (DSA) approval, which is anticipated to be received this Fall 2019. Phase 1 is anticipated to begin construction Spring 2020, with target construction completion in Winter/Spring 2022. Phase 2 of the project, demolition of Russell Hall, does not require DSA approval and is anticipated to take place Summer 2022 through Fall 2022. Both phases will be included in one bid package and awarded to one contractor as required by the State.

This project is required to follow the design-bid-build delivery method due to the project's state funding component. Pursuant to Public Contract Code (PCC) section 20651.5, the District desires to adopt the "Uniform Rating System" for the District's Russell Hall Replacement (Health Sciences) project utilizing the design-bid-build delivery method. The Uniform Rating System is a uniform system of rating bidders on the basis of completed questionnaires and financial statements, in order to determine the size of the contracts upon which each bidder shall be deemed financially qualified to bid. PCC section 20651.5 indicates the governing board of a community college district may require each prospective bidder on the district's projects utilizing the design-bid-build delivery method to complete and submit to the district a standardized questionnaire and financial statement in a form specified by the district, including a complete statement of the prospective bidder's financial ability and experience in performing public works.

The attached Resolution No. 19-11 is a request to adopt a Uniform Rating System to create a pool of prequalified contractors and mechanical, electrical, and plumbing (MEP) subcontractors (further referred to as "contractors") to construct and deliver the project. Exhibit A of the Resolution is the Contractor Prequalification Questionnaire includes the prequalification application. Exhibit B of the Resolution includes the process for evaluation and the scoring criteria to be utilized by the District. The District intends to establish a pool of prequalified contractors who may then bid the project upon issuance of the formal bid documents for the

project. The process of prequalification will assist the District in identifying qualified contractors for the construction of the Russell Hall Replacement (Health Sciences) project.

If the Board approves the Resolution, the prequalification process is anticipated to be completed with a pool of contractors established in Fall 2019. Formal bid documents are anticipated to be advertised to the established pool of contractors after the District has received both DSA and California Community Colleges Chancellor’s Office (CCCCO) approval to proceed to bid the project (anticipated December 2019). Upon receipt of the bids, additional CCCCCO review and approval will be required prior to proceeding with construction. The District is targeting a construction contract award in Spring 2020.

ANALYSIS:

In accordance with PCC section 20651.5, District staff along with legal counsel, Philip Henderson of Orbach Huff Suarez & Henderson, LLP have reviewed and developed a Uniform Rating System for the Russell Hall Replacement (Health Sciences) project as detailed in the attached Resolution. It is recommended that the Board of Trustees approve the attached Resolution and outlined prequalification process and procedure for the determination of prequalified contractors for the Russell Hall Replacement (Health Sciences) at Santa Ana College.

Schedule of estimated procurement activities for the construction of the project:

Activity	Date
Board Approves Resolution	June 17, 2019
District Releases Advertisement for Prequalification of Contractors and MEP Subcontractors	June 18, 2019
Contractors Deadline to Submit Completed Prequalification Questionnaire and Documents to District	August 15, 2019
Pool of Qualified Contractors and MEP Subcontractors Established by District	September – October 2019
District to Release Formal Bid Documents to Pool of Qualified Contractors (Phase 1 and Phase 2)	Contingent upon DSA approval of Phase 1 plans (estimated Fall 2019)

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 19-11 to Adopt a Uniform System for Prequalifying and Rating Bidders for the Santa Ana College Russell Hall Replacement Project (Health Sciences).

Fiscal Impact:	N/A	Board Date: June 17, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

**Resolution Adopting a Uniform System for Prequalifying and Rating Bidders for the
Santa Ana College Russell Hall Replacement Project (Health Sciences)**

Resolution No. 19-11

WHEREAS, pursuant to Public Contract Code section 20651.5, the governing board of a community college district may require each prospective bidder on the district's projects utilizing the design-bid-build delivery method to complete and submit to the district a standardized questionnaire and financial statement in a form specified by the district, including a complete statement of the prospective bidder's financial ability and experience in performing public works; and

WHEREAS, the Rancho Santiago Community College District ("**District**") desires to use the prequalification procedures as set forth in Public Contract Code section 20651.5 for the District's Russell Hall Replacement (Health Sciences) project involving the design-bid-build delivery method; and

WHEREAS, the District staff intends to implement a uniform system of rating bidders on the basis of completed questionnaires and financial statements, in order to determine the size of the contracts upon which each bidder shall be deemed financially qualified to bid ("**Uniform Rating System**"), except that the District's prequalification of a prospective bidder shall not limit or preclude the District's subsequent consideration of a prequalified bidder's responsibility on factors other than the prospective bidder's financial qualification; and

WHEREAS, District staff has developed the Uniform Rating System, which is inclusive of:

- The District's Contractor Prequalification Questionnaire attached hereto as **Exhibit A**; and
- The District's Scoring for Contractor Prequalification Questionnaire attached hereto as **Exhibit B**; and

WHEREAS, the District desires to adopt the Uniform Rating System for the District's Russell Hall Replacement (Health Sciences) project utilizing the design-bid-build delivery method; and

WHEREAS, the District shall issue the Contractor Prequalification Questionnaire to prequalify contractors for the District's projects utilizing the design-bid-build delivery method to each prospective bidder, which may be conformed to either create a pool of qualified bidders for district projects or a specified project, and shall use the District's Scoring for Contractor Prequalification Questionnaire to score questionnaires.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District hereby finds, determines, declares, orders and resolves as follows:

Section 1. That the above recitals are true and correct.

Section 2. The Board approves the use of a uniform system of rating bidders on the basis of completed questionnaires and financial statements pursuant to Public Contract Code section 20615.5.

Section 3. The Board adopts the Uniform Rating System, attached hereto as **Exhibit A** and **Exhibit B** to this Resolution.

Section 4. That the District’s Chancellor, or his/her designee, is authorized to implement the Uniform Rating System, issue the Contractor Prequalification Questionnaire to prequalify contractors for the District’s projects utilizing the design-bid-build delivery method to each prospective bidder, which may be conformed to either create a pool of qualified bidders for district projects or a specified project, use the District’s Scoring for Contractor Prequalification Questionnaire to score questionnaires, and to make further revisions to the criteria except such revisions shall not limit or preclude the District’s subsequent consideration of a prequalified bidder’s responsibility on factors other than the prospective bidder’s financial qualification.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of Rancho Santiago Community College District on this 17th day of June, 2019, by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

I, Phillip Yarbrough, 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, Zeke Hernandez, 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 17th day of June, 2019, 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 17th day of June, 2019.

EXHIBIT A

CONTRACTOR PREQUALIFICATION QUESTIONNAIRE

PREQUALIFICATION QUESTIONNAIRE FOR PROSPECTIVE BIDDERS

The Rancho Santiago Community College District (“District”) has determined that contractors on the **Russell Hall Replacement (Health Sciences)** project (“Project”) must be prequalified prior to submitting a bid or proposal on the Project. This Request is not a formal request for bids or an offer by the District to contract with any contractor responding to this Request. This form must be completed by:

- A Contractor with an A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intends to bid as a **general contractor** (prime contractor) directly to the District.
- A Contractor with a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) that intends to bid as a **first-tier subcontractor** to a general contractor (prime contractor) that is bidding directly to the District.

Form Submission. Contractors must complete this District form; no other prequalification documents submitted by a Contractor will meet the District’s requirements. All Contractors shall submit completed questionnaires and financial statements and submit to the following address:

Rancho Santiago Community College District
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640
Attn: Carri M. Matsumoto

Contractor List. The District will make available a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors to all prequalified Contractors at least five (5) Business Days prior to the date for submission of any response to a District bid or other solicitation covered by this prequalification.

Previously Prequalified Contractors. All existing prequalified contractors and subcontractors lists are hereby not applicable for this project, including but not limited to, Science Center and Johnson Student Center projects. This project requires new submission.

References. The District reserves the right to contact any representative at Contractor’s previous projects to gather information about the Contractor and/or to base the District’s prequalification determination on a scoring of Contractor’s references’ responses to questions.

Updates. Contractors who are prequalified must update their prequalification questionnaire if or when Contractor’s status or information changes. The District reserves the right to adjust, suspend, or rescind the prequalification rating of any Contractor based on subsequently learned information.

Non-responsiveness. A Contractor’s prequalification questionnaire shall be deemed nonresponsive if, without limitation, the Contractor’s prequalification questionnaire is not returned on time, does not provide all requested information, is not signed under penalty of perjury by an individual who has the authority to bind the Contractor, is not updated as required or is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported).

Rejection/Waiver/Request. The District reserves the right, in its sole discretion, to reject any or all prequalification questionnaires, to waive irregularities in any prequalification questionnaire or to request further information or documentation from any Contractor.

Public Records. Although the names of Contractors seeking prequalification may be public information, pursuant to, without limitation, Public Contract Code section 20651.5, each Contractor’s questionnaire and financial statements “shall not be public records and shall not be open to public inspection”. However, the contents of Contractor’s prequalification questionnaires and financial statements may be disclosed to third parties for purposes of clarification or investigation of material allegations or in any appeal process.

Responses. Interested contractors must submit their Response to the address indicated above and by the date indicated in the Request Schedule, with two (2) hard copies of requested materials. Please **use staple binding only**. Respondents shall submit only one (1) hard copy of the Firm’s financial statement. Respondent’s response must meet all requirements established by this Request. Failure to meet a Request requirement may render a Respondent’s response non-responsive.

Questions. Questions regarding this Request must be in writing and directed only to FacilitiesRFP@rscsd.edu by the date indicated in the Request Schedule. Contractors are directed to not contact any other person regarding this Request.

Request Schedule. The District has set the following Request Schedule that all contractors must adhere to. Late responses will not be considered. The District reserves the right to modify this Request Schedule and will issue an addendum if it modifies this Request Schedule.

Event / Occurrence	Date / Deadline
District Issues Request	June 18, 2019
Deadline for contractors to submit questions regarding this Request	August 1, 2019
District to respond to contractors’ questions regarding this Request	August 8, 2019
Deadline for contractors to submit complete Prequalification Questionnaire and Financial Documentation	3:00 PM, August 15, 2019

Prevailing Wage. This Project is a public work project. All subcontractors (of any tier) must pay prevailing wages and must be currently registered and qualified to perform public work in accordance with Labor Code section 1725.5.

OCIP. This Project is insured under the District’s Owner Controlled Insurance Program (“OCIP”). Additional information can be provided to subcontractors upon request.

CSWPA. This Project is subject to the District’s Community and Student Workforce Project Agreement (“CSWPA”). Additional information can be provided to subcontractors upon request.

Addenda. If the District issues addenda to this Request, subcontractors are solely responsible for and must acknowledge receipt of addenda in the Subcontractor’s response. Failure to acknowledge and respond to any addenda issued by the District may, in the District’s sole discretion, render the subcontractor’s response to be deemed non-responsive and may be rejected.

Appeal. A Contractor may appeal the District’s decision. If a Contractor decides to appeal the District’s prequalification decision, it must follow the following procedure:

1. Contractor shall submit, in writing, within five (5) Business Days from District’s determination, a request for a written response from the District to explain the District’s determination.
2. Within five (5) Business Days from receipt of the District’s written response to the Contractor’s request, Contractor may submit, in writing, a request for a meeting with the District’s staff. Contractor may submit with the request any and all information that it believes supports a finding that District’s determination should be changed.
3. District staff shall hold a meeting with the Contractor. If the Contractor continues to contest the District’s determination after that meeting with District staff, then the Contractor may address the Board at the next public noticed meeting of the District’s governing board, pursuant to the governing board’s procedures for public comment. **TO PRESERVE THE CONTRACTOR’S RIGHT TO CHALLENGE THE DISTRICT’S DETERMINATION, THE CONTRACTOR SHALL ADDRESS THE BOARD AT THE NEXT PUBLIC NOTICED MEETING OF THE BOARD AFTER CONTRACTOR’S MEETING WITH DISTRICT STAFF.**
4. **FAILURE OF A CONTRACTOR TO TIMELY FOLLOW ALL APPEAL STEPS SHALL BE A WAIVER OF THE CONTRACTOR’S RIGHT TO APPEAL THE DISTRICT’S DECISION.**

Contractors (and required subcontractors) must be prequalified with the District for each of its license classifications under which it intends to propose to work. For example, if a subcontractor intends to propose under its C-10 license and its C-36 license, it must submit two (2) separate Prequalification Packages; one for each license.

CONTRACTOR (OR "FIRM") INFORMATION

Contractor's company name:		
Address:		
Telephone:		
Mobile telephone:		
E-mail:		
Years in business under current company name:		
Years at the above address:		
Types of work performed with own forces:		
Gross revenue of the Firm for the past three (3) years:		

\$	\$	\$
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Submit an audited or reviewed financial statement for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

Name of license holder exactly as on file with the California State License Board:	
License classification (list one license classification only per prequalification application):	
License Number:	
License expiration date:	
Department of Industrial Relations registration number (Per Labor Code section 1725.5):	
Number of years license holder has held the listed license:	
Number of years Contractor has done business in California under contractor's license law:	
Number of years Contractor has done business in California under current Contractor's license:	

Has your Firm changed name(s) or license number(s) in the past five (5) years? (Y / N). If "yes", explain on a separate signed sheet, including the reason for the change.

Has there been any change in ownership of the Firm at any time in the past five (5) years? **NOTE:** A corporation whose shares are publicly traded is not required to answer this question. (Y / N). If "yes", explain on a separate signed sheet, including the reason for the change.

Is the Firm a subsidiary, parent, holding company, or affiliate of another construction firm? **NOTE:** Include information about other firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your Firm holds a similar position in another firm. (Y / N). If "yes", explain on a separate signed sheet, the name of the related company(ies) and the percent ownership.

Indicate the form of Contractor's firm (type of business entity):

Individual

 Sole Proprietorship
 Partnership

 Limited Partnership
 Limited Liability Company

 Joint Venture

 Corporation, State: _____
 Other: _____

List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for the Contractor's type of entity. For joint ventures, include this information for each entity in the joint venture and the percent ownership of each joint venture. Attach all additional information on separate signed sheets as needed.

Name	Position	Years with Co.	% Ownership

Identify every construction firm, contractor and/or construction management firm that the Contractor or any person listed above has been associated with (as officer, general partner, limited partner, owner, RMO, RME etc.) at any time during the **past five (5) years** ("Associated Firm"). Include all additional references and/or information on separate signed sheets. NOTE: For this question, "owner" and "partner" refers to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation. include all additional information on separate signed sheets as needed.

Name of Person at Associated Firm	Name of Associated Firm	Contractor's License No. of Associated Firm	Dates of Person's Participation with Associated Firm

CONTRACTOR'S BONDING COMPANY (SURETY) INFORMATION

Name(s) of bonding company(ies) your Firm has utilized over the past five (5) years (not broker or agency):

Address(es) of those bonding company(ies):

Number of years Contractor has been with those bonding company/surety:

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Name of broker/agent:	
Address of broker/agent:	
Telephone number of broker/agent:	
E-mail of broker/agent:	
Contractor's total current bonding capacity (\$):	

CONTRACTOR'S INSURANCE INFORMATION

Name of insurance company(ies) your Firm has utilized over the past five (5) years (not broker or agency):

Address of those insurance company(ies):

"Best" rating(s) for those insurance company(ies):

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Number of years Contractor has been with those insurance company(ies):

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Name of broker/agent:

Address of broker/agent:

Telephone number of broker/agent:

E-mail of broker/agent:

Contractor's current insurance limits for the following types of coverage:

Commercial General Liability	Each occurrence (\$):	
	General aggregate (\$):	
Product Liability & Completed Operations	Each occurrence (\$):	
	General aggregate (\$):	
Automobile Liability – Any Auto	Combined Single Limit (per occurrence) (\$):	
Employers' Liability (\$):		
Builder's Risk (Course of Construction) (\$):		

Workers' Compensation Experience Modification Rate for the past five (5) premium years:

(1) Current year:		(2):		(3):	
		(4):		(5):	

QUESTIONS

Pass/Fail Questions (Essential Criteria)

1a.	<p>GENERAL CONTRACTORS ONLY:</p> <p>Has your Firm contracted for and completed construction of a minimum of:</p> <ul style="list-style-type: none"> • Three (3) Division of the State Architect-approved construction projects (e.g. public K-12 or public community colleges), • Each with a value of at least \$15,000,000, and • All within the past eight (8) years? (Please circle "YES" or "NO"). <p>NOTE: You must list these projects in the "PASS/FAIL" PROJECT REFERENCES" Section.</p>	<p><u>YES</u> <u>NO</u></p> <p>NO = cannot prequalify</p>
1b.	<p>FOR C-7 AND C-16 FIRST-TIER SUBCONTRACTORS ONLY:</p> <p>Has your Firm contracted for and completed construction of a minimum of:</p> <ul style="list-style-type: none"> • Three (3) Division of the State Architect-approved construction projects, • Each with a value of at least \$200,000, and • All within the past eight (8) years? (Please circle "YES" or "NO"). <p>NOTE: You must list these projects in the "PASS/FAIL" PROJECT REFERENCES" Section.</p>	<p><u>YES</u> <u>NO</u></p> <p>NO = cannot prequalify</p>
1c.	<p>FOR ALL OTHER FIRST-TIER SUBCONTRACTORS (C-4, C-10, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46):</p> <p>Has your Firm contracted for and completed construction of a minimum of:</p> <ul style="list-style-type: none"> • Three (3) Division of the State Architect-approved construction projects, • Each with a value of at least \$500,000, and • All within the past eight (8) years? (Please circle "YES" or "NO"). <p>NOTE: You must list these projects in the "PASS/FAIL" PROJECT REFERENCES" Section.</p>	<p><u>YES</u> <u>NO</u></p> <p>NO = cannot prequalify</p>
2.	<p>Does your Firm currently hold all contractors' license(s) necessary to perform the work and have those license(s) been consistently active for at least five (5) years without revocation or suspension? (Please circle "YES" or "NO").</p>	<p><u>YES</u> <u>NO</u></p> <p>NO = cannot prequalify</p>
3.	<p>Has your Firm or an Associated Firm been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or bidding on work for any public agency within California within the past five (5) years? (Please circle "YES" or "NO").</p>	<p><u>YES</u> <u>NO</u></p> <p>YES = cannot prequalify</p>
4.	<p>Has your Firm or an Associated Firm defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so and if challenged, has that default or termination been upheld by a court or an arbitrator? (Please circle "YES" or "NO").</p>	<p><u>YES</u> <u>NO</u></p> <p>YES = cannot prequalify</p>
5.	<p>Has your Firm or an Associated Firm or any of their owners or officers been convicted of a crime under federal, state, or local law involving:</p> <p>(1) Bidding for, awarding of, or performance of a contract with a public entity;</p> <p>(2) Making a false claim(s) to any public entity; or</p> <p>(3) Fraud, theft, or other act of dishonesty</p> <p>to any contracting party within the past ten (10) years? (Please circle "YES" or "NO").</p>	<p><u>YES</u> <u>NO</u></p> <p>YES = cannot prequalify</p>
6.	<p>Has a performance bond surety for your Firm or a performance bond surety for an Associated Firm had to:</p> <p>(1) Takeover or complete a project,</p> <p>(2) Supervise the work of a project, or</p> <p>(3) Pay amounts to third parties,</p> <p>related to construction activities of your Firm or an Associated Firm within the past five (5) years? (Please circle "YES" or "NO").</p>	<p><u>YES</u> <u>NO</u></p> <p>YES = cannot prequalify</p>
<p>If you answered:</p> <p>"NO" to questions <u>1a, 1b, 1c, or 2</u> or "YES" to questions <u>3-6</u>, then STOP.</p> <p style="margin-left: 200px;"><i>You are not eligible for prequalification at this time.</i></p>		

Scored Questions

1.	<p>Has your Firm paid liquidated damages pursuant to a contract for a project with either a public or private owner within the past five (5) years? (Please circle "YES" or "NO").</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the project name(s), damages(s), and date(s).</p>	<p><u>YES</u> <u>NO</u></p>
2.	<p>Has your Firm paid a premium of more than one percent (1%) for a performance and payment bond on any project(s) within the past five (5) years? (Please circle "YES" or "NO").</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the project name(s), the premium amount(s), and date(s).</p>	<p><u>YES</u> <u>NO</u></p>
3.	<p>Has any insurer had to pay amounts to third parties that were in any way related to construction activities of your Firm within the past five (5) years? (Please circle "YES" or "NO").</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the project name(s), the amount(s) paid, and date(s).</p>	<p><u>YES</u> <u>NO</u></p>
4.	<p>Has your Firm's Workers' Compensation Experience Modification Rate exceeded 1.25 at any time for the past five (5) premium years? (Please circle "YES" or "NO").</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the EMR(s) and the applicable date(s).</p>	<p><u>YES</u> <u>NO</u></p>
5.	<p>Has there been a period when your Firm had employees but was without workers' compensation insurance or state-approved self-insurance within the past five (5) years? (Please circle "YES" or "NO").</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the reason(s) for not having this insurance and the applicable date(s).</p>	<p><u>YES</u> <u>NO</u></p>
6.	<p>Has your Firm declared bankruptcy or been placed in receivership within the past five (5) years? (Please circle "YES" or "NO").</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the type of bankruptcy, the Firm's current recovery plan, and the applicable date(s).</p>	<p><u>YES</u> <u>NO</u></p>
7.	<p>Has your Firm been denied bond coverage by a surety company, or has there been a period of time when your Firm had no surety bond in place during a public construction project when one was required within the past five (5) years? (Please circle "YES" or "NO").</p> <p style="text-align: center;">If YES, provide details on a separate signed sheet indicating the date(s) when your Firm was denied coverage and the name of the company or companies which denied coverage; and the period(s) during which you had no surety bond in place.</p>	<p><u>YES</u> <u>NO</u></p>
8.	<p>Has a project owner, general contractor, architect, or construction manager filed claim(s) in an amount exceeding \$50,000 against your Firm, or has your Firm filed claim(s) in an amount exceeding \$50,000 against a project owner, general contractor, architect, or construction manager in the past five (5) years? (Please circle "YES" or "NO").</p> <p style="text-align: center;">If YES, explain and indicate on separate signed sheet(s) the project name(s), claim(s) and the date(s) of claim(s).</p>	<p><u>YES</u> <u>NO</u></p>

9.	<p>Has your Firm or an Associated Firm been cited and/or assessed any penalties for non-compliance with state and/or federal laws and/or regulations, including public bidding requirements and Labor Code violations, within the past five (5) years? (Please circle "YES" or "NO").</p> <p>If "YES," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation(s) and/or assessment(s).</p>	<p><u>YES</u> <u>NO</u></p>
10.	<p>Has your Firm been cited and/or assessed penalties by the Environmental Protection Agency, any air quality management district, any regional water quality control board, or any other environmental agency within the past five (5) years? (Please circle "YES" or "NO").</p> <p>If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation.</p>	<p><u>YES</u> <u>NO</u></p>
11.	<p>Has CAL OSHA and/or federal Occupational Safety and Health Administration cited and assessed penalties against your Firm, including any "serious", "willful", or "repeat" violations of safety or health regulations within the past five (5) years? (Please circle "YES" or "NO").</p> <p>If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.</p>	<p><u>YES</u> <u>NO</u></p>
12.	<p>Has your Firm been required to pay either back wages or penalties for its failure to comply with California's prevailing wage laws, with California's apprenticeship laws or regulations, or with federal Davis-Bacon prevailing wage laws within the past five (5) years? (Please circle "YES" or "NO").</p> <p>If "yes," indicate on separate signed sheet(s) the project name(s), the nature of the violation(s), the name and owner of the project(s), the number of employees who were initially underpaid and the amount of back wages and penalties that your Firm was required to pay.</p>	<p><u>YES</u> <u>NO</u></p>
13.	<p>Does your Firm require weekly, documented safety meetings to be held for construction employees and field supervisors during the course of a project? (Please circle "YES" or "NO").</p>	<p><u>YES</u> <u>NO</u></p>
14.	<p>Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your Firm for use on any public work project for which you are awarded a contract by the District.</p>	

“PASS/FAIL” PROJECT REFERENCES

List here the projects that satisfy the “Pass/Fail Questions (Essential Criteria)” requirements above. This form **must be utilized** for PASS/FAIL Project References.

PASS/FAIL QUESTION 1a, 1b, or 1c – PROJECT REFERENCE 1 OF 3

Project name/identification:			
Project address/location:			
Project owner, contact person, and telephone:			
Project architect name and telephone number:			
Indicate if the project was under lease-leaseback, design-build, design-bid-build or other delivery structure:			
Scope of work:			
Original completion date:			
Actual completion date:			
Initial contract value (as of time of bid award) for Subcontractor’s portion of the applicable scope of work for this license category:			
Final contract value for Subcontractor’s portion of the applicable scope of work for this license category:			

PASS/FAIL QUESTION 1a, 1b, or 1c – PROJECT REFERENCE 2 OF 3

Project name/identification:			
Project address/location:			
Project owner, contact person, and telephone:			
Project architect name and telephone number:			
Indicate if the project was under lease-leaseback, design-build, design-bid-build or other delivery structure:			
Scope of work:			
Original completion date:			
Actual completion date:			
Initial contract value (as of time of bid award) for Subcontractor’s portion of the applicable scope of work for this license category:			
Final contract value for Subcontractor’s portion of the applicable scope of work for this license category:			

“PASS/FAIL” PROJECT REFERENCES (CONTINUED)

PASS/FAIL QUESTION 1a, 1b, or 1c – PROJECT REFERENCE 3 OF 3	
Project name/identification:	
Project address/location:	
Project owner, contact person, and telephone:	
Project architect name and telephone number:	
Indicate if the project was under lease-leaseback, design-build, design-bid-build or other delivery structure:	
Scope of work:	
Original completion date:	
Actual completion date:	
Initial contract value (as of time of bid award) for Subcontractor’s portion of the applicable scope of work for this license category:	
Final contract value for Subcontractor’s portion of the applicable scope of work for this license category:	

CERTIFICATION

I certify the following:

- Under penalty of perjury under the laws of the State of California, the foregoing is true and correct.
- I acknowledge that this prequalification questionnaire is only one process that the Firm may have to complete and satisfy since contractor(s) to whom the Firm may propose may utilize a best-value or other qualification process that will have additional criteria with which the Firm may need to comply.

Date: _____

Proper Name of Subcontractor: _____

Signature: _____

By: _____
(Print Name)

Title: _____

EXHIBIT B

SCORING FOR CONTRACTOR PREQUALIFICATION QUESTIONNAIRE

DISTRICT’S SCORING OF CONTRACTOR PREQUALIFICATION QUESTIONNAIRES

1. **Confirm the contractor has passing answers for the “Pass/Fail Questions.”**
2. **Confirm contractor has submitted the required financial statements.** If not, notify contractor in writing that its Contractor Prequalification Questionnaire is non-responsive for failing to include the required financial statements.
3. **Score the “Evaluated Questions.”**
4. The following scoring will be used in evaluating the Prequalification Questionnaire. A Total Score from the “Scored Questions” **at or above 45 will prequalify the contractor.**

Topic/Question	Scoring & Max. Poss. Score		Score
1. Liquidated Damages	No = 8 points; Yes = 0 points	8	
2. Surety Premium	No = 2 points; Yes = 0 points	2	
3. Insurer Pay	No = 2 points; Yes = 0 points	2	
4. EMR	No = 2 points; Yes = 0 points	2	
5. Workers’ Comp.	No = 2 points; Yes = 0 points	2	
6. Bankruptcy	No = 8 points; Yes = 0 points	8	
7. Denied Bond	No = 8 points; Yes = 0 points	8	
8. Filed Claims	No = 8 points; Yes = 0 points	8	
9. Labor Code Citations	No = 2 points; Yes = 0 points	2	
10. EPA Citations	No = 2 points; Yes = 0 points	2	
11. OSHA Citations	No = 2 points; Yes = 0 points	2	
12. Back Wages or Penalties	No = 2 points; Yes = 0 points	2	
13. Safety Meetings	No = 2 points; Yes = 0 points	2	
14. Pending DIR Claims	Yes = 2 points; No = 0 points	2	
15. Apprenticeship Program	Listed = 2 points; None listed = 0 points	2	
Total Score		54	

Scoring of Contractor Prequalification Questionnaire	Minimum points required for prequalification: 45
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REFERENCE CHECK SCORING (IF REFERENCES ARE CHECKED)

1. Contacts references from the Firm’s response to the **“Pass/Fail” Project References**” sections of the Prequalification Questionnaire and scores those responses.
2. Fill out the information in Section I of the Qualification Evaluation – Reference Form and then call the contact person.
3. Ask the questions in Section II of the Qualification Evaluation – Reference Form. Ensure that you obtain the information regarding whether the Firm’s performance in that area was “unsatisfactory,” “below average,” “average” or “above average.” Assign the corresponding score for each answer in Section III.
4. Complete Section III of the Qualification Evaluation – Reference Form with the information received during the call.
5. Use a separate Qualification Evaluation – Reference Form for each call.
6. Make three (3) complete reference calls for each Firm.
7. Enter the “Total Score for This Project” of all the Qualification Evaluation – Reference Forms for that Firm into an “Averaging” Worksheet.

Sample “Averaging” Worksheet for 3 reference calls per Firm – See next page	
“Total Score for This Project” from first call	
“Total Score for This Project” from second call	
“Total Score for This Project” from third call	
Total	
Total divided by three (÷ 3) [DIVIDE SCORE BY NUMBER OF CALLS]	
This is the score for the Firm for the References Step in the evaluation process.	

STEP 4 – REFERENCES SCORING (CONTINUED)

References – Qualification Evaluation Form

Section I - General Project Information

Name of Firm:	Total Contract Costs:
	Contract Start/End Dates:
Project Title:	Actual Completion Date:
Scope of Work:	
Name of Public Agency:	Telephone Number of Contact Person:
Name of Contact Person:	Date and Time of Interview of Contact Person:
Architect Firm:	Principal Architect in Charge of Project:

Section II – Telephone Interview Questions

1. **Quality of Work.** Were there quality-related problems on the project? Were these problems attributable to the Firm? Was the Firm cooperative in trying to resolve problems?

Response:

- Unsatisfactory Below Average Average Above Average

Comments/Examples (Optional) _____

2. **Scheduling.** Rate the Firm's performance with regard to adhering to project schedules. Did the Firm meet the project schedule? If not, was the delay attributable to the Firm?

Response:

- Unsatisfactory Below Average Average Above Average

Comments/Examples (Optional) _____

3. **Subcontractor (Project) Management.** Rate the Firm's ability to manage and coordinate subcontractors (if no subcontractors, rate the Firm's overall project management). Was the Firm able to effectively resolve problems?

Response:

- Unsatisfactory Below Average Average Above Average

Comments/Examples (Optional) _____

STEP 4 – REFERENCES SCORING (CONTINUED)

4. Change Orders. Rate the Firm's performance with regard to change orders and extras. Did the Firm unreasonably claim change orders or extras? Were the Firm's prices on change orders and extras reasonable?

Response:

- Unsatisfactory Below Average Average Above Average

Comments/Examples (Optional) _____

5. Working Relationships. Rate the Firm's working relationships with other parties (i.e. owner, designer, subcontractors, etc.). Did the Firm relate to other parties in a professional manner?

Response:

- Unsatisfactory Below Average Average Above Average

Comments/Examples (Optional) _____

6. Responsiveness. Rate the Firm's responsiveness to telephone calls, emails, meetings, requests for action, etc. Did the Firm respond to inquiries promptly and substantively?

Response:

- Unsatisfactory Below Average Average Above Average

Comments/Examples (Optional) _____

7. On-Site Firm Staff. Rate the Firm's on-site staff relating to their management of the site, communication and interaction with owner's staff, and familiarity with project scope and status.

Response:

- Unsatisfactory Below Average Average Above Average

Comments/Examples (Optional) _____

8. Paperwork Processing. Rate the Firm's performance in completing and submitting required project paperwork (i.e. submittals, drawings, requisitions, payrolls, etc.). Did the Firm submit the required paperwork promptly and in proper form?

Response:

- Unsatisfactory Below Average Average Above Average

Comments/Examples (Optional) _____

STEP 4 – REFERENCES SCORING (CONTINUED)

Section III - Numerical Rating

If the contact person rates the Firm unsatisfactory in any area, please attempt to provide written comments in Section II to explain the rating(s) assigned.

Firm's Name: _____

		Unsatisfactory	Below Average	Average	Above Average	Rating
1.	Quality of Work	0	5	10	15	
2.	Scheduling	0	5	10	15	
3.	Subcontractor (Project) Mgt.	0	5	10	15	
4.	Change Orders	0	5	10	15	
5.	Working Relationship	0	5	10	15	
6.	Responsiveness	0	5	10	15	
7.	On-Site Staff	0	5	5	10	
8.	Paperwork Processing	0	2	5	10	
9.	Value Engineering	0	2	5	10	
Total Score for This Project						

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Amendment to Agreement with IDS Group, Inc. - Constructability Review Services for the Russell Hall Replacement (Health Sciences Building) at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for an extension of time, additional scope of work, and an increase to the contract amount. On May 14, 2018, the Board of Trustees approved an agreement with IDS Group, Inc. for constructability review services for the Russell Hall Replacement (Health Sciences Building). The District required the design team to implement value engineering (“VE”) items to achieve a cost savings on the project. The VE items implemented require revisions to many drawings including new detailing, updated plan sheets, etc. The District is requesting that IDS Group, Inc. assist in reviewing all the revisions, provide comments to the design team, in order to ensure the documents are complete, constructible, and ready for the Division of State Architect approval. To see original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced on May 15, 2018 and the new end date has been revised from June 30, 2019 to June 30, 2020. The amendment to this agreement increases the contract by \$10,950. The total contract amount has increased from \$90,000 to \$100,950. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds and State Funding.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with IDS Group, Inc. for Constructability Review Services for Russell Hall Replacement (Health Sciences Building) at Santa Ana College as presented.

Fiscal Impact:	\$10,950	Board Date: June 17, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 6/17/19

Project: Russell Hall Replacement (Health Sciences Building)

Site: **Santa Ana College**

Consultants: **IDS Group, Inc.**

Type of Service: Constructability Review

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$86,500.00	\$3,500.00	5/15/2018		6/30/2019
Amendment #1	\$10,950.00				6/30/2020
Total Agreement Amount	\$100,950.00				

AGREEMENT NO 0280.00/ DESCRIPTION:

Amendment #1 for an extension of time and additional architectural services.

This agreement #0280.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$10,950.00**

Contract End Date: **6/30/2020**

FIRST AMENDMENT TO CONSTRUCTABILITY REVIEW SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **18TH** day of **JUNE** in the year **2019**, between **IDS GROUP, 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. 0280.00 entered into on May 15, 2018 to provide constructability review services for the Russell Hall Replacement (Health Sciences Building) project at Santa Ana College. Please amend the AGREEMENT to include the following:
 - 1. By adding additional project scope per the attached Exhibit A; and
 - 2. By increasing the AGREEMENT amount by TEN THOUSAND NINE HUNDRED FIFTY DOLLARS (\$10,950) from NINETY THOUSAND DOLLARS (\$90,000), for a total AGREEMENT amount of ONE HUNDRED THOUSAND NINE HUNDRED FIFTY DOLLARS (\$100,950); and
 - 3. By extending the contract completion date from June 30, 2019 to be through June 30, 2020.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0280.00, effective May 15, 2018, shall remain in full force and effect.

IDS GROUP, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

EXHIBIT "A"

A. Project Scope:

This amendment includes one (1) additional review of both the demolition and new Health Sciences Building 100% construction document ("100% CD") packages. Consultant shall ensure the design team has properly addressed all previous design phase comments as well as review all new detailing/information implemented due to the District agreed upon value engineering items incorporated into the new 100% CD package for the Health Sciences Building. Consultant shall provide Civil, Architectal, Structural, Mechanical, Plumbing, Electrical and Constructability reviews.

B. Compensation / Fee Schedule:

The compensation for the additional services described above is a fixed fee **TEN THOUSAND NINE HUNDRED FIFTY DOLLARS (\$10,950)**.

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Agreement with Morrissey Architects, Inc. - Architectural Services for Parking Ticket Kiosks at Santa Ana College and Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural services for the replacement and addition of new accessible compliant parking ticket kiosks at Santa Ana College and Santiago Canyon College. Santa Ana College and Santiago Canyon College currently have nine (9) parking ticket kiosks at each campus. The project includes removal of existing parking ticket kiosks and replacement with new owner furnished contractor installed units at Santa Ana College and Santiago Canyon College. The existing parking ticket kiosks are not accessible compliant and have had mechanical failures. The replacement will include a total of ten (10) units at each site. Kiosks will be co-located with new emergency blue phones to ensure path of travel to the kiosk is compliant. Path of travel improvements to the kiosks will be undertaken separately as part of the emergency blue phone projects at both colleges. The parking ticket kiosks do not require additional electrical or low voltage infrastructure work. The architect will provide a design for the installation of the equipment, footings and anchoring.

ANALYSIS:

A Request for Proposal (RFP) #1819-245 for architectural services for Parking Ticket Kiosks at Santa Ana College and Santiago Canyon College was solicited on March 22, 2019 to 19 prequalified architects with a due date of April 4, 2019. The District received one proposal from Morrissey Architects, Inc. (Santa Ana). The District is experiencing a low response rate to architect proposals for work due to the current large volume of work in the industry, preference for larger projects, and architects have been unavailable to take on additional work. A selection panel convened on May 1, 2019 to review the proposal. The panel reviewed the timeliness and completeness of the response, technical qualifications and competence, record of past performance, approach to work, and ability to meet the anticipated schedule. The panel recommends Morrissey Architects, Inc. by consensus based upon the culmination of their RFP response and responsiveness, qualifications, experience, team members, reference checks, approach to the project, fee, knowledge, and ability to meet the anticipated schedule. It is recommended that the District enter into an agreement with Morrissey Architects, Inc. for architectural services for Parking Ticket Kiosks at Santa Ana College and Santiago Canyon College.

The services covered by this agreement shall commence June 18, 2019 and end June 30, 2020. The contract is a total not-to-exceed fee of \$34,600. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Morrissey Architects, Inc. - Architectural Services for Parking Ticket Kiosk Project at Santa Ana College and Santiago Canyon College as presented.

Fiscal Impact:	\$34,600	Board Date: June 17, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 6/17/19

Project: Parking Ticket Kiosks

Site: Santa Ana College and
Santiago Canyon College

Consultants: **Morrissey Architects, Inc.**

Type of Service: Architectural Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$34,600.00		6/18/2019		6/30/2020
Total Agreement Amount	\$34,600.00				

AGREEMENT NO. 0347.00/ DESCRIPTION:

This agreement #0347.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$34,600.00**

Contract End Date: **6/30/2020**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Five Year Construction Plan (2021-2025) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

Education Code Sections 81820-81823 require the governing board of each community college district to annually prepare and submit to the Facilities Planning and Utilization Unit of the State Chancellor’s Office (FPU) a Five Year Construction Plan. California Code of Regulations, Title 5, Section 57014 requires districts to receive approval from the FPU of their Five Year Construction Plan prior to receiving state funding for projects. All potential projects (in excess of \$400,000) are to be included in the Five Year Construction Plan, regardless of funding source (i.e. state funding, special grants, district resources, local bonds, etc.). Districts are also required to complete district and campus master plans before preparing their Five Year Plan.

The District’s Five Year Construction Plan must be submitted to the FPU by July 1, 2019. The capital plan is an annual summary of current and proposed capital outlay projects. The plan outlines for the State Chancellor’s Office district priorities and enables their office to make informed decisions and recommendations regarding priority projects for state funding. The projects outlined in the Five Year Construction Plan are consistent with the College’s facility master plans and include proposed projects that could be eligible for state funding, which allows the District to be prepared to compete in the state funding process should funds become available in the future for qualified projects.

To see the entire Five Year Construction Plan, please [click here](#).

ANALYSIS:

The Five Year Construction Plan includes a list of prioritized projects that the District is seeking applications for state funding as well as any identified locally funded projects (see attached list). Each year, this list is updated and refreshed for planning purposes and code compliance priorities, in alignment with the State Chancellor’s Office planning requirements. A summary is attached showing the projects outlined in the Five Year Construction Plan. The majority of projects remain the same with the addition of Campus Entrance Site Improvements/Barrier Removal improvement projects at both colleges, including the addition of the upper fields/athletics complex campus completion project at Santiago Canyon College. All other projects on the planning list remain the same and have been reviewed by both colleges.

The District is resubmitting initial project proposals (IPPs) to be considered for state funding in its Five Year Construction Plan 2021-2025, which is one of the first steps in the state process to become eligible for state facility project funding. The IPPs for this year (2022-2023) are competing with all other community college IPPs to be eligible for state funding in the 2022-2023 fiscal year. In the future, if the IPPs are approved by the state and are not developed into Final Project Proposals (FPPs) the next year for state funding consideration, the District must resubmit the IPPs until they are submitted as FPPs and approved by the State Chancellor’s Office. There are no requests for final project proposals (FPPs) for this year’s update as the District is only submitting IPPs.

The District and the Colleges have worked with planning consultants and facilities staff to update the College’s State proposed projects as needed. The IPPs are listed below and the content of each application remains the same from last year as both campuses have confirmed the projects to be submitted to the state and the list of priorities.

The plan includes 2022-2023 State (IPPs) as follows:

2022-2023 Initial Project Proposals (IPPs):

1. Santiago Canyon College – Student Services & Student Life Building Phase 1 – *Same as last year*
2. Santa Ana College – Learning Commons (Library Replacement) – *Same as last year*
3. Santa Ana College – Visual and Performing Arts Center – *Same as last year*
4. Santa Ana College – Vocational Technology Center – *Same as last year*

Prior to submission to the State Chancellor’s Office, all four IPPs and the annual Five Year Construction Plan covering the new period of 2021-2025 requires approval by the Board of Trustees.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Five Year Construction Plan (2021-2025) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College as presented.

Fiscal Impact:	Varies with each project	Board Date: June 17, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RSCCD Five Year Capital Construction Plan 2021-2025
Summary Project List (State and Local Funded Projects)**

Updated 5/30/2019

Project	Campus	Year of Occupancy	Total Estimated Budget	State Contribution	District Contribution	Status
Science Center	SAC	19/20	\$70,480,000 ¹	Locally funded	\$70,480,000	In Construction
Johnson Student Center	SAC	20/21	\$60,000,000 ¹	Locally funded	\$60,000,000	In Construction
Russell Hall Replacement (Health Sciences Building)	SAC	21/22	\$40,948,000 ²	\$20,729,000	\$20,219,000	FPP – Approved
						In DSA for plan review
OEC Renovation	SCC	23/24	\$34,667,295 ³	Locally funded	\$34,667,295	In Planning Phase
Campus Entrance Site Improvements	SAC	23/24	\$20,000,000 ⁴	Locally funded	\$20,000,000	In Planning Phase
Barrier Removal/Campus Entrance Site Improvements	SCC	23/24	\$20,000,000 ⁴	Locally funded	\$20,000,000	In Planning Phase
Student Services & Student Life Building Phase 1	SCC	26/27	\$33,931,730 ²	\$17,009,318	\$16,922,412	Pending IPP Resubmittal in 2019, In Planning Phase
Learning Commons (Library)	SAC	26/27	\$60,690,738 ²	\$30,416,652	\$30,274,086	Pending IPP Resubmittal in 2019, In Planning Phase
Visual & Performing Arts Center	SAC	26/27	\$34,806,630 ²	\$17,478,517	\$17,328,113	Pending IPP Resubmittal in 2019, In Planning Phase
Vocational Technology Center	SAC	26/27	\$40,847,004 ²	\$20,475,529	\$20,371,475	Pending IPP Resubmittal in 2019, In Planning Phase
Parking Structure	SAC	26/27	\$31,000,000 ⁴	Locally funded	\$31,000,000	In Planning Phase

¹ Current estimated project budget and is subject to change at the completion of the project and close-out phase.

² Estimated budget based on un-escalated costs by the State JCAF32 form as submitted in the IPP application and may be subject to future budget updates.

³ Estimated budget (2016) for planning phase and may be subject to future budget updates.

⁴ Estimated budget (2019) for planning phase and may be subject to future budget updates.

Central Plant & Infrastructure	SCC	26/27	\$65,000,000 ⁴	Locally funded	\$65,000,000	In Planning Phase
Student Services & Student Life Building Phase 2	SCC	27/28	\$36,000,000 ⁴	Locally funded	\$36,000,000	In Planning Phase
Secondary Effects – Modernization of Building E	SCC	27/28	\$8,282,000 ⁴	Locally funded	\$8,282,000	In Planning Phase
Secondary Effects – Modernization of Building D	SCC	27/28	\$4,526,000 ⁴	Locally funded	\$4,526,000	In Planning Phase
Secondary Effects – Conversion of Science Lab	SCC	27/28	\$2,195,000 ⁴	Locally funded	\$2,195,000	In Planning Phase
Secondary Effects – Modernization of LRC	SCC	28/29	\$507,000 ⁴	Locally funded	\$507,000	In Planning Phase
Secondary Effects – Building A	SAC	28/29	\$6,575,000 ⁴	Locally funded	\$6,575,000	In Planning Phase
Secondary Effects – Dunlap Hall	SAC	28/29	\$4,671,000 ⁴	Locally funded	\$4,671,000	In Planning Phase
Upper Fields/Athletic Complex	SCC	29/30	\$25,000,000 ⁴	Locally funded	\$25,000,000	In Planning Phase
Fine & Performing Arts	SCC	29/30	\$60,000,000 ⁴	Locally funded	\$60,000,000	In Planning Phase

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Notice of Exemption – California Environmental Quality Act for the Santiago Canyon College Orange Education Center Demolition and Remediation at 1465 North Batavia Street in the City of Orange	
Action:	Request for Approval	

BACKGROUND:

Under the Public Resources Code 21000-21177 and California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387, public agencies are responsible for complying with the California Environmental Quality Act (CEQA) Guidelines for projects. The current proposed project includes the demolition and environmental remediation work at the Orange Education Center property located at 1465 North Batavia Street in the City of Orange. The District intends to demolish the existing 85,000 square foot building in order to conduct environmental remediation clean-up activities to address contaminated soils and soils vapors residing underneath the building from past industrial historical use at the site. The property resides in an industrial/commercial zone and is surrounded by other industrial and commercial businesses.

The first phase of work includes the demolition, to be followed by remediation activities through the oversight of the Orange County Health Care Agency (OCHCA). It is anticipated that the demolition may begin as early as August 2019 and last through the end of the calendar year with additional on-going environmental remediation, sampling and on-going monitoring and testing. The demolition of the building project is currently in the bidding phase and is anticipated to be awarded at an upcoming Board of Trustees meeting.

In the fall of 2018, the OCHCA requested that the District prepare an environmental Interim Removal and Remediation Action Plan for the property due to the test results showing elevated concentrations of soil vapor trapped in the subsurface soils beneath the building. The District is required to remediate the environmental conditions on the property before it can proceed to renovate or construct the facility. Further design efforts for new building construction will commence dependent upon the progress of remediation efforts.

This project is for the demolition of the building and environmental remediation work and has been reviewed by the District's CEQA consultant, PlaceWorks. It has been determined the project is exempt from further CEQA review as attached in the Notice of Exemption and Supplemental Information Attachment.

ANALYSIS:

Under the State California Environmental Quality Act (CEQA), California Code of Regulations Sections 15300, 15300.2, 15301, and 15302, the project qualifies for Class 1 and Class 30 Categorical Exemptions. A Class 1 Categorical Exemption is applicable to existing facilities consisting of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The key consideration is whether the project involves negligible or no expansion of an existing use. A Class 30 Exemption is for minor cleanup actions to prevent, minimize, stabilize, mitigate or eliminate the release or threat of release of hazardous waste or hazardous substances.

Therefore, given the described scope of work for demolition and remediation meets the CEQA Class Categorical Exemptions noted herein, the attached Notice of Exemption was prepared by PlaceWorks consultants, and upon approval by the Board of Trustees the District will file the Notice of Exemption with the Orange County Clerk Recorder and the State Clearing House in accordance with CEQA Guidelines.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Exemption for this project as presented.

Fiscal Impact:	N/A	Board Date: June 17, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

NOTICE OF EXEMPTION

To: Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

From: Rancho Santiago Community College District
2323 N Broadway, Ste 112
Santa Ana, CA 92706

County Clerk
County of Orange
630 N Broadway Building 12 Room 106
Santa Ana, CA 92701

Orange Educational Center

Project Title

1465 North Batavia Street in the City of Orange, Orange County.

Project Location - Specific

Orange

Project Location - City

Orange

Project Location - County

Demolish the Orange Educational Center and remediate the contaminated soil and soil vapor at the site. Demolition of a vacant building and remediation of contaminated soil will benefit the general community surrounding the site.

Description of Nature, Purpose, and Beneficiaries of Project

Rancho Santiago Community College District

Name of Public Agency Approving Project

Rancho Santiago Community College District

Name of Person or Agency Carrying Out Project

Exempt Status: (check one below)

Ministerial (Sec. 21080(b)(1); 15268);

Declared Emergency (Sec. 21080(b)(3); 15269(a));

Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

Categorical Exemption. State type and section number: Class 1, CCR § 15301, Existing Facilities; and Class 30, CCR § 15330, Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances

Statutory Exemptions. State code number: _____

The proposed project would demolish an approximately 85,000 square foot building and remediate the contaminated soil and soil vapor at the site. The project qualifies for an exemption under CEQA Sections 15301 and 15330. The proposed project was also reviewed for possible exceptions under Section 15300.2 and found that the exceptions do not apply. See Attachment to Notice of Exemption for further explanation of the evaluation.

Reasons why project is exempt

Carri Matsumoto, Assistant Vice Chancellor (714) 480-7510
Facilities Planning, District Construction &
Support Services

Contact Person:

Area Code/Telephone/Extension:

If filed by applicant:

1. Attach certified document of exemption findings
2. Has a Notice of Exemption been filed by the public agency approving the project Yes No

Date

Received for

Filing: _____

Signature: _____

Title: _____

Attachment to Notice of Exemption

ORANGE EDUCATIONAL CENTER

Rancho Santiago Community College District

SUPPLEMENTAL INFORMATION

The Rancho Santiago Community College District (RSCCD) proposes to demolish an existing vacant building on its Orange Educational Center site and remediate contaminated soil. This supplemental information provides justification for the Categorical Exemption pursuant to the California Environmental Quality Act (CEQA) Guidelines under California Code of Regulations, Title 14 § 15302.

1. EXISTING CONDITIONS

PROJECT LOCATION

The project site is at Orange Educational Center (OEC) at 1465 North Batavia Street in the City of Orange, Orange County. The site is north of Katella Avenue and south of Taft Avenue, approximately 0.5 mile east of the Santa Ana River. Regional access to the site is from State Route 57 (SR-57, the Orange Freeway), approximately 1.2 miles to the southwest via Batavia Avenue and Katella Avenue (see Figure 1, *Location and Aerial Photograph*).

SURROUNDING LAND USES

The OEC is in a commercial and industrial area, surrounded by commercial uses to the south; commercial uses opposite Collins Channel directly to the east; industrial uses opposite a Union Pacific Railroad track directly to the north; and commercial and industrial uses opposite Batavia Street fronted to the west, as shown in Figure 1. Collins Channel is an engineered Orange County Flood Control District channel with riparian banks and earthen bottom. The railroad track crosses Batavia Street at-grade next to the northwest corner of the project site.

EXISTING CONDITIONS AND PROJECT BACKGROUND

As part of initial redevelopment efforts, in 2003 the Orange County Health Care Agency (OCHCA) issued a case closure based on the previous owner's environmental investigation activities that determined that low levels of onsite chemicals of concern in the soil from previous industrial operations did not pose a threat to human health or the environment. In 2004, OCHCA approved a request concerning a proposed change in land use from industrial to the adult education and child care center, supporting the conclusions of a Phase 1 Environmental Site Assessment.

The existing OEC building is an approximately 85,000 square foot single-story converted warehouse facility with 25 classrooms and four child development classrooms surrounded by landscaping and 331 surface parking spaces on a 6.37-acre parcel of land (see Figure 2, *Site Photographs*). The campus was used by the District as adult education classrooms, administrative offices, child development center, district warehouse and publications between approximately 2005 and 2017. In 2012, classes at the OEC were temporarily relocated to leased facilities and the Santiago Canyon College main campus, following a finding that the building had not received proper certification for its intended use through the Division of State Architect (DSA), in response to a 2010 building investigation.

In response to proposed renovations of the facility approved by the District in 2014 and 2015, and due to more stringent cleanup standards since case closure in 2003-2004, OCHCA recommended that the District consider further investigation of any soil and soil vapor contamination. The building was vacated in February 2017 in order to conduct destructive testing for the soil and vapor contamination. Environmental analysis presented in April 2018 indicated that concentration levels of multiple volatile organic compounds (VOCs), specifically benzene, ethylbenzene, perchloroethylene (PCE), and trichloroethane (TCE), were present in soil vapor at the site in excess of currently established standards for an unrestricted land use and exceed industrial/commercial screening levels.

Therefore, upon advisement from the OCHCA, the district plans to conduct remediation efforts to address soil vapor contamination underneath the existing building in the western and center portion of the campus, which was determined to extend to up to 70 feet below ground, through the preparation and implementation of an Interim Response Action Plan and Remediation Action Plan.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

The District operates two campuses, Santa Ana College in the City of Santa Ana and Santiago Canyon College in the City of Orange. The District spans 193 square miles in central Orange County and had a total student headcount in Fall 2018 of 52,361 (RSCCD 2019a).

The Santiago Canyon College Continuing Education Division (CED) offers classes in English as a second language, short-term career technical education, adult basic education, adult high school diploma, GED test preparation, parenting education, health and safety education, and programs for older adults and adults with disabilities. CED classes are offered at three main locations in the City of Orange—the Provisional Orange Education Facility; Santiago Canyon College; and the College and Workforce Preparation Center—as well as 30 other Orange locations in the cities of Orange, Villa Park, Garden Grove, and Anaheim Hills (RSCCD 2019b). The CED also offers free assessment services, academic counseling, career counseling, personal counseling, and orientation services to all students.

2. PROJECT DESCRIPTION

The District proposes to demolish the existing education center building on the west side of the property which overlies an area largely underneath the building footprint containing contaminated soil vapor. The area of contamination would be remediated under OCHCA oversight over a period of years depending on the extent to which commercial or residential cleanup levels are to be achieved.

DEMOLITION AND REMEDIATION

The existing building would be demolished beginning in August 2019. Demolition of the current structure would be completed prior to installation of the full-scale remediation system in the impacted area to allow for easier facilitation of remedial activities.

All demolition and remediation activities would occur on the OEC campus; no off-OEC campus work would occur. The facility is currently vacant due to the destructive testing conditions. District administration and the construction contractor would work together to coordinate and manage demolition and remediation activities and any changes and impacts to schedule. Demolition noise regulations would be adhered to and would not disrupt onsite or offsite operations. Remedial activities would be implemented on the impacted portion of the site to achieve residential/commercial cleanup standards and would continue until a No Further Action (NFA) letter is issued by the OCHCA.

3. REASONS WHY THE PROJECT IS EXEMPT

The project is exempt from further environmental review under the requirements of the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) because it is consistent with Class 1, Existing Facilities, and Class 30, Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances, as explained below.

- » **Class 1, Existing Facilities (CEQA Guidelines § 15301)** consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all-inclusive of

the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use.

- » **Class 30, Minor Actions to Prevent, Minimize, Stabilize, Mitigate or Eliminate the Release or Threat of Release of Hazardous Waste or Hazardous Substances. (CEQA Guidelines § 15330)** consists of any minor cleanup actions taken to prevent, minimize, stabilize, mitigate, or eliminate the release or threat of release of a hazardous waste or substance which are small or medium removal actions costing \$1 million or less.

The project involves demolition of an existing building and remediation of soil contamination at the project site.

4. REVIEW OF EXCEPTIONS TO THE CATEGORICAL EXEMPTION

The project has been reviewed under CEQA Guidelines § 15300.2 - Exceptions, for any characteristics or circumstances that might invalidate findings that the project is exempt from CEQA. Each exception is listed below followed by an assessment of whether that exception applies to the project.

- (a) Location.** Classes 3,4,5,6 and 11 are qualified by consideration of where the project would be located—a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law by federal, state, or local agencies.

The project site is on an existing education center surrounded by a developed industrial and commercial area. The campus has a school facility building, surface parking lots, and landscaping. Due to the site's developed nature and frequent human disturbance, it does not contain any sensitive biological species or habitat. The project would not impact the contaminated soil as the project is intended to remediate the soil and bring the site to acceptable health standards and protect the community. Therefore, this exception does not apply to the project.

- (b) Cumulative Impacts.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

Ongoing development of trails, infrastructure updates, hotel, and residential projects are currently underway in the city of Orange, either in the planning, approval or construction phase. There are no other known successive projects of the same type at or near the campus that when combined with the project would result in a cumulative environmental impact. This exception does not apply to the proposed project.

- (c) Significant Effects.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

The project site is on a community college education center and surrounded by industrial and commercial development. The soil vapor in the land underlying the existing building is contaminated in excess of residential and commercial standards, prompting demolition of the existing building to allow for remedial operations of the subsurface contaminants. Remediation per federal, state and local regulations would be carried out on the contaminated area following demolition of the existing building.

The contractor and construction manager will execute demolition per current local, state, and federal laws, regulations, construction Best Management Practices, District standards and guidelines. There is

no reasonable possibility that the project would have a significant effect on the environment due to unusual circumstances. Therefore, this exception does not apply to the proposed project.

- (d) **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings or similar resources, within a highway officially designated as a state scenic highway.

There are no designated State scenic highways near the OEC campus. According to the California Department of Transportation (Caltrans) California Scenic Highway Mapping System, the closest officially designated state scenic highway is Route 91 (Riverside Freeway), approximately 3 miles northeast of the campus (Caltrans 2019). The project would not affect this highway due to distance and intervening development, and topography obscuring the school from the highway. Demolition of the existing building would not adversely impact scenic highways. The project would not affect scenic resources along any officially designated or eligible scenic highways. Therefore, this exception does not apply to the proposed project.

- (e) **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Government Code § 65962.5.

California Government Code Section 65962.5 requires the compiling of lists of the following types of hazardous materials sites: hazardous waste facilities subject to corrective action; hazardous waste discharges for which the State Water Quality Control Board has issued certain types of orders; public drinking water wells containing detectable levels of organic contaminants; underground storage tanks with reported unauthorized releases; and solid waste disposal facilities from which hazardous waste has migrated. These applicable databases were searched for hazardous materials sites and within a quarter mile radius:

- » GeoTracker. State Water Resources Control Board (SWRCB 2015)
- » EnviroStor. Department of Toxic Substances Control (DTSC 2019)
- » Solid Waste Information System. California Department of Resources Recycling and Recovery (CalRecycle 2019)

The site is listed on EnviroStor as an inactive DTSC cleanup site and designated as withdrawn as of October 2004. The site is not actively listed on any of the sites as a hazardous waste site and is not one of the categories of hazardous materials sites specified in California Government Code Section 65962.5. Therefore, the hazardous waste site exception does not apply to the proposed project.

Site Investigation History

The following site history information is based partly on the Additional Investigation Report and Site Conceptual Model by Terracon Consultants, Inc. dated April 6, 2018; a copy of this report is available at the Rancho Santiago Community College District office. The project site was cultivated as part of an orchard from at least 1947 through at least 1952. The project site was used by a manufacturer of diffusion ovens for the computer chip industry from the 1960's to 2002. The following investigations were conducted at the site to confirm the extent of soil and soil vapor contamination between 2002 and 2018:

Soil investigations conducted in 2002 and 2003 yielded the presence of arsenic and volatile organic compounds (VOCs) tetrachloroethylene (PCE) and trichloroethylene (TCE) and metals at concentrations

below regulatory screening levels. The arsenic was considered to be naturally occurring and not related to historical industrial use onsite. The Orange County Health Care Agency issued a Case Closure Letter in June of 2003. In 2015 the District proposed rehabilitation of the OEC, including relocation of the Child Development Center within the site, prompting the OCHCA to inform the District that due to more stringent cleanup standards an additional investigation be conducted.

Tests of soil gas in 2016 and 2017 yielded PCE, TCE, benzene, ethylbenzene, and chloroform detected over their respective residential and/or commercial screening levels. Terracon therefore recommended development of a Site Conceptual Model and a Remedial Action Plan. OCHCA approved a Revised Site Investigation Work Plan Addendum #1 for the site in November 2017.

Six exterior soil vapor probes and two interior sub-slab vapor probes were installed in 2018. Tests of soil gas samples from interior sub-slab vapor probes yielded PCE, TCE, ethylbenzene, benzene, and chloroform, all above commercial screening levels. Tests of soil gas from exterior vapor probes yielded PCE and TCE above commercial screening levels; concentrations of benzene, ethylbenzene, and chloroform were below screening levels for commercial land use. Tests of soil samples yielded PCE at concentrations below screening levels for commercial land use.

A test of a groundwater sample collected beneath the building at a depth of about 95 feet below ground surface yielded TCE at concentration below the maximum contaminant level (MCL) for TCE—that is, the highest concentration of TCE allowed in drinking water.

Proposed Remediation

The remediation process is underway pursuant to a Site Investigation Work Plan conditionally approved by the OCHCA. Demolition of the existing building will allow remediation to continue to achieve regional screening levels for commercial land use for the contaminants identified, to the satisfaction of the OCHCA.

To mitigate the soil vapors, a soil vapor extraction (SVE) system consisting of horizontal and vertical extraction wells will be installed within the area of the vapor plume. System design remedial efforts will be completed with oversight of the Orange County Health Care Agency (OCHCA). A permit to construct and operate the SVE system will be obtained from the South Coast Air Quality Management District (AQMD).

In addition to implementing the SVE remedial activities, a limited volume of soil in the vicinity of suspected onsite source areas may be removed to expedite the cleanup process.

- (f) Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of historical resources. Under Public Resource Code § 21084.1, a historical resource is a resource listed in or determined to be eligible for listing in the California Register of Historical Resources. Additionally, historical resources included in a local register of historical resources are presumed to be historically or culturally significant, and a lead agency can determine whether the resource may be an historical resource.

The project site is not listed on the National Register of Historic Places, or as a California Historical Landmark or California Point of Historical Interest (NPS, 2014) (OHP n.d.). Four portions of the City of Orange are identified as historic resources by the City of Orange, and the project site is not in any of those areas.

The existing building was constructed as an industrial building between 1963 and 1972 and was renovated by the District in 2004-05. The OEC has been closed for testing and renovations since 2013. The project site appears to have been in agricultural use with either grass crops or row crops in 1946 and 1952 based on aerial photographs (NETR 2018). A 1963 photograph shows a building approximately where the west half of the existing building is; by comparison of the 1963 and 1972 photographs, it appears that the building shown in the 1963 photograph was expanded to form the existing building. No historical resources have been identified onsite during preparation of this Notice of Exemption, and the Historical Sites exception would not apply to the proposed project.

5. CONCLUSION

The proposed project at the Orange Educational Center is exempt from CEQA review pursuant to CEQA Guidelines Section 15301 and 15330. As substantiated in this document, the proposed project would not meet the conditions specified in § 15300.2, Exceptions, of the CEQA Guidelines, and the project is categorically exempt under Class 1 and Class 30.

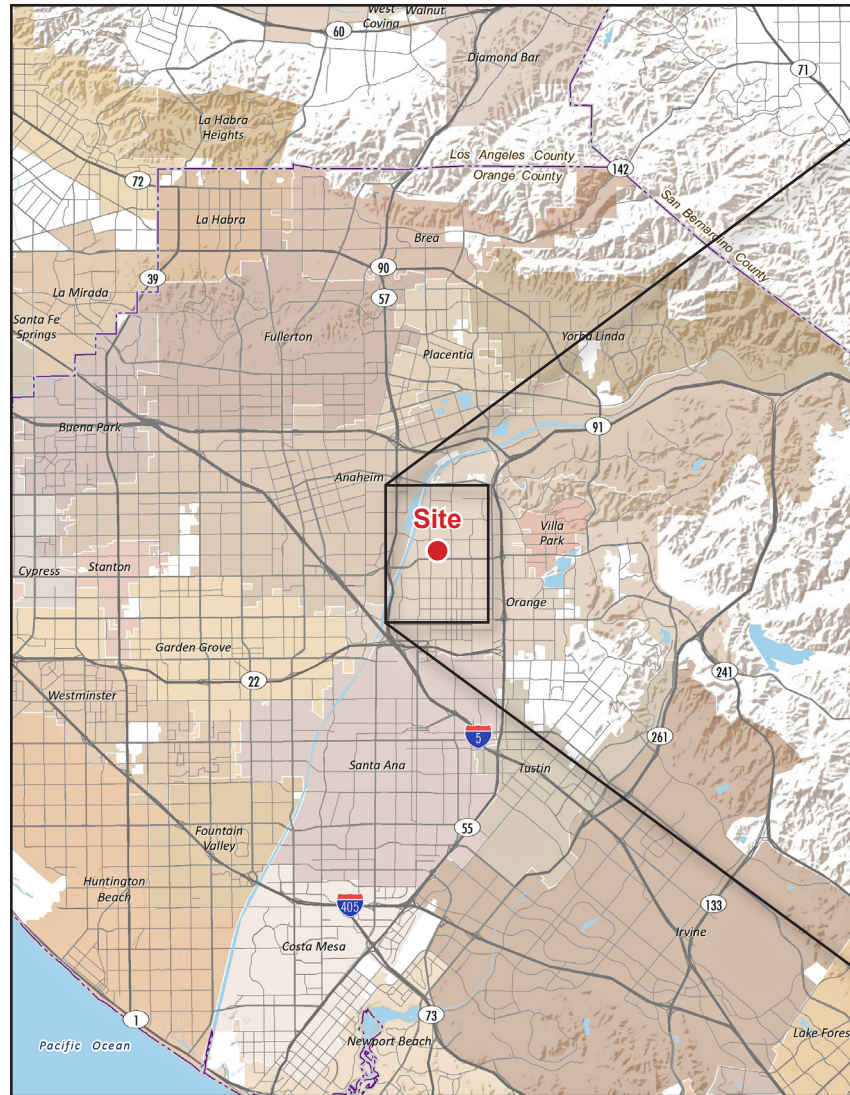
6. REFERENCES

- California Department of Resources Recycling and Recovery (CalRecycle). 2019. SWIS Facility/Site Search. <https://www2.calrecycle.ca.gov/SWFacilities/Directory>
- California Department of Transportation (Caltrans). 2011, September 7. California Scenic Highway Mapping System. http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/.
- Department of Toxic Substances Control (DTSC). 2019. EnviroStor. <http://www.envirostor.dtsc.ca.gov/public/>.
- National Park Service (NPS). 2014, April. National Register of Historic Places. <https://www.nps.gov/maps/full.html?mapId=7ad17cc9-b808-4ff8-a2f9-a99909164466>.
- ¹ Nationwide Environmental Title Research, LLC (NETR). 2018, April 18. Historic aerial photographs. Historicaerials.com.
- Office of Historic Preservation (OHP). n.d. California Historical Resources. <http://ohp.parks.ca.gov/ListedResources/?view=county&criteria=33>.
- Rancho Santiago Community College District (RSCCD). 2019a, April 4. Discover RSCCD. <https://www.rscdd.edu/Discover-RSCCD/Pages/default.aspx>.
- 2019b, April 4. Santiago Canyon College. Division of Continuing Education Class Schedule: Spring 2019. https://www.sccollege.edu/Departments/oec/schedule/Documents/CLASS%20SCHEDULES/OEC_Class_Schedule_Spring_2019%20English.pdf.
- State Water Resources Control Board (SWRCB). 2015. GeoTracker. <http://geotracker.waterboards.ca.gov/>.

Figure 1 Location and Aerial Photograph
Figure 2 Site Photographs
Figure 3 Building to be Demolished

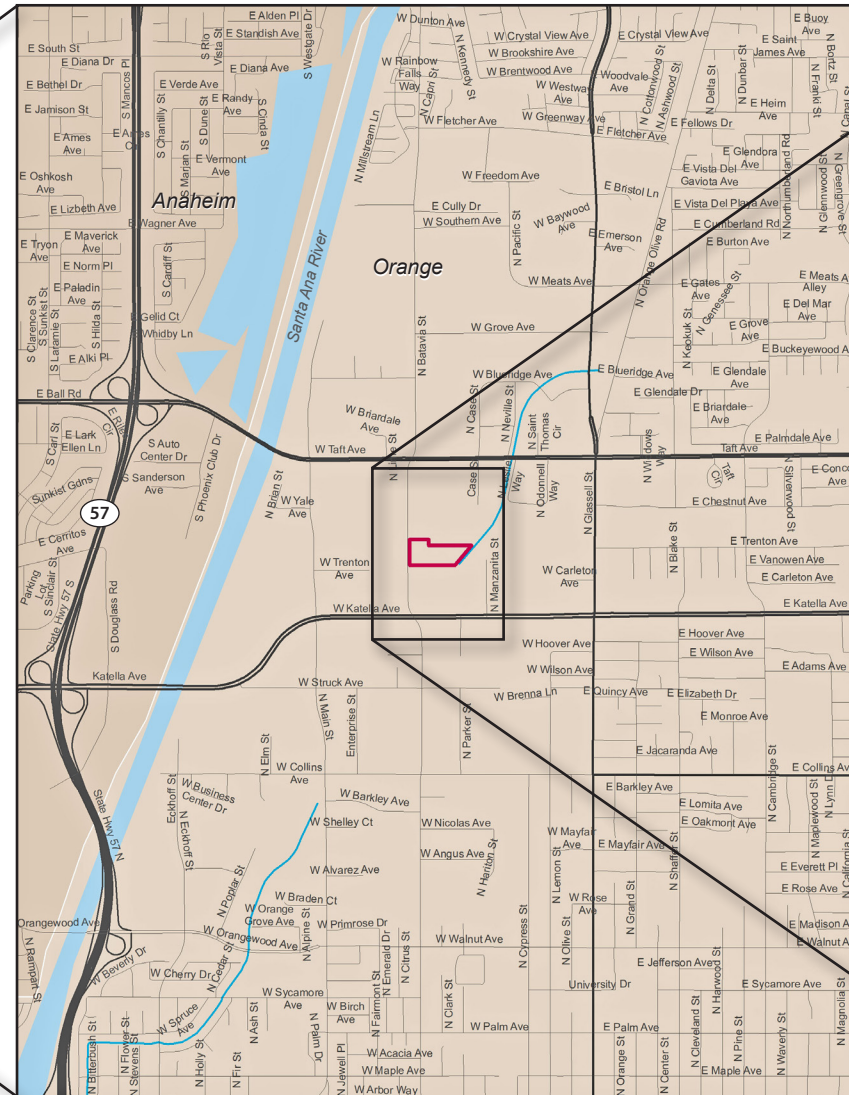
Figure 1 - Location and Aerial Photographs

Regional Location



0 3
 Scale (Miles)

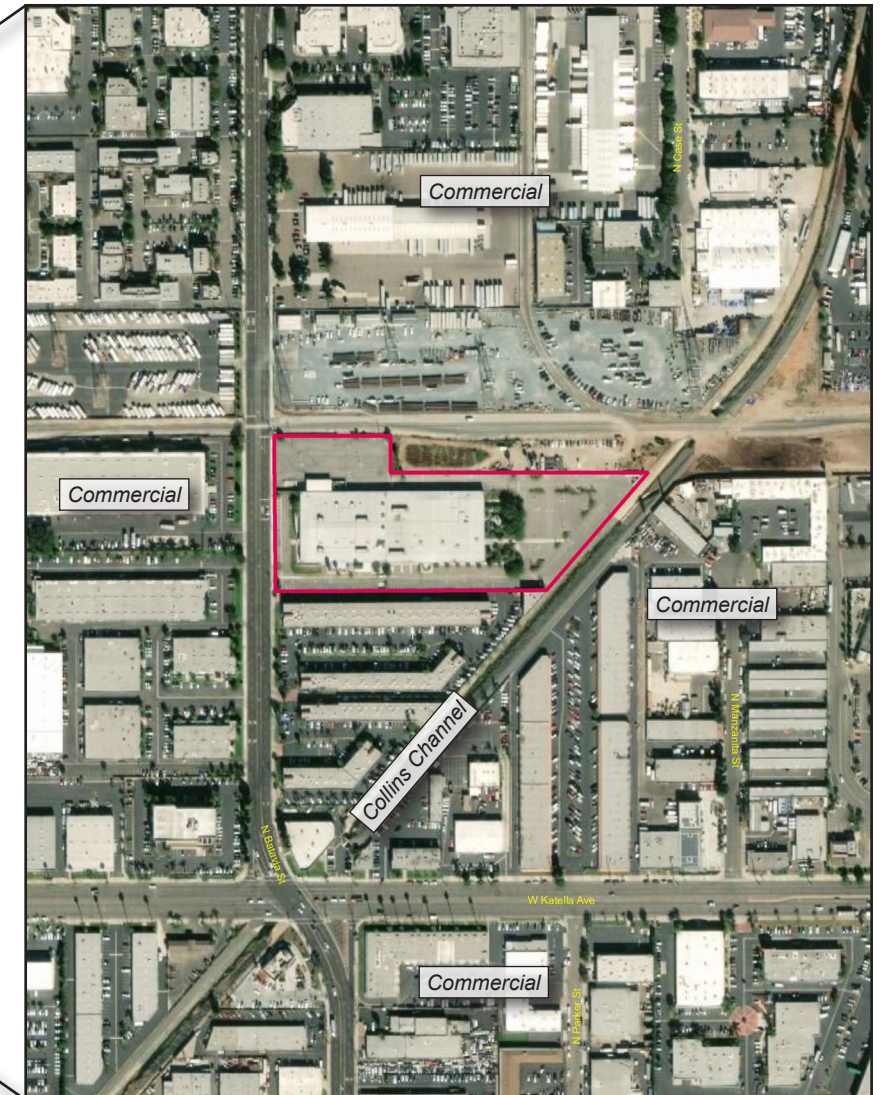
Local Vicinity



Project Boundary

0 2,000
 Scale (Feet)

Aerial Photograph



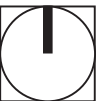
Project Boundary

0 450
 Scale (Feet)

4.11 (12)

Note: Unincorporated county areas are shown in white.

Source: ESRI, 2018



PlaceWorks

Figure 2 - Site Photographs



1. View of the OEC building looking southeast from the northwest part of the project site. The Santa Ana Mountains are in the left background.



2. View of the southwest part of the OEC building looking northeast from the southwest part of the site.

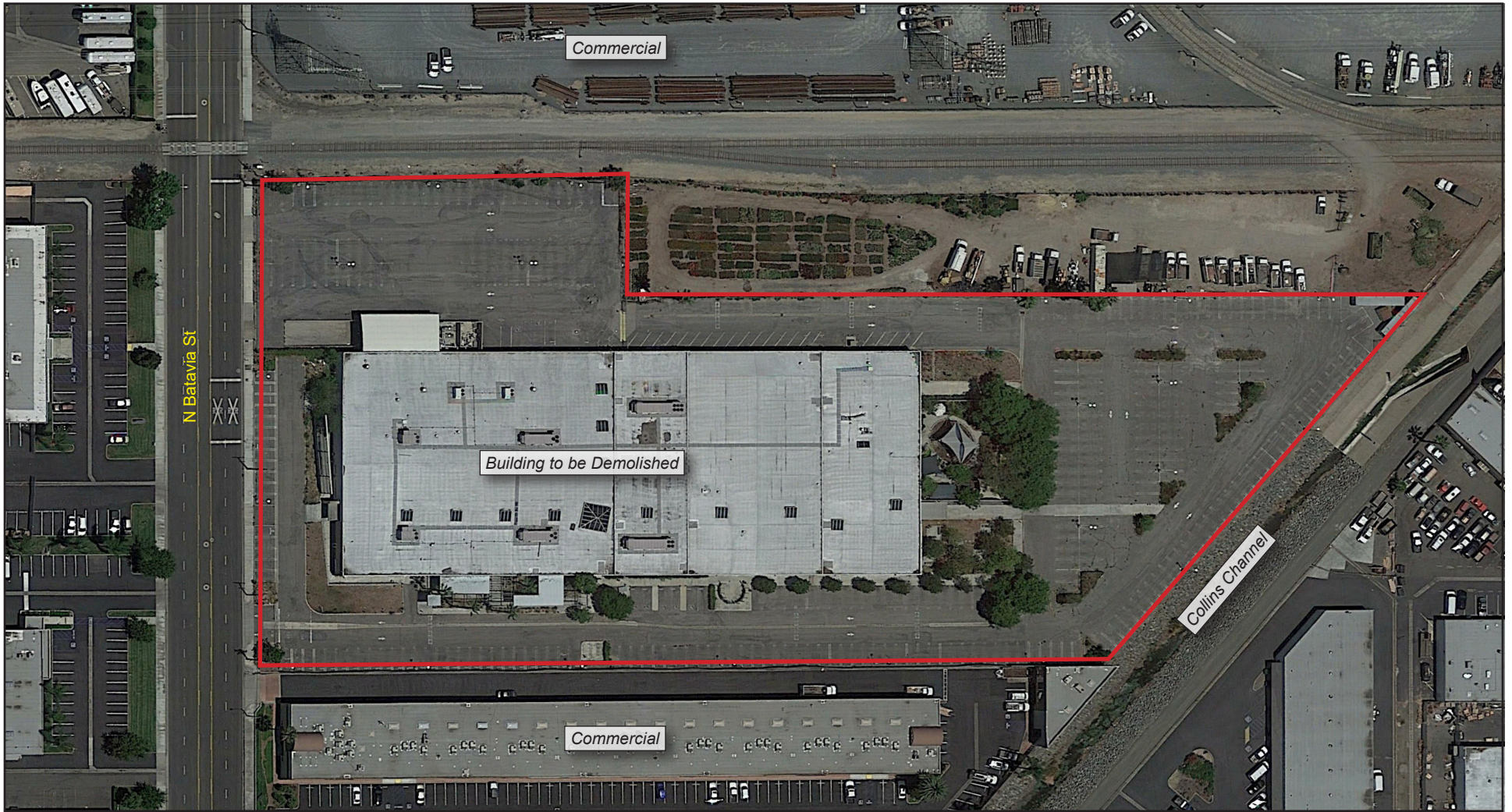


3. View of the south part of the project site looking west from the southeast part of the site. The OEC building is on the right and off-site commercial uses are on the left.



4. View of the north part of the project site looking west from the northeast part of the site. The OEC Building is in the center, and offsite industrial use to the north is on the right.

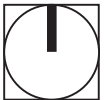
Figure 3 - Building to be Demolished



4.11 (14)

— Property Line

0 130
Scale (Feet)



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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Amendment to Agreement with Linik Corporation - Planning and Project Management Services	
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 July 17, 2017, the Board of Trustees approved an agreement with Linik Corporation for planning and project management services. The firm was previously qualified under a Request for Proposal #1617-167 in 2017. In order for the District to be able to timely manage, implement and address a variety of projects and campus requests that are smaller scale capital projects, the District is in need of on-going assistance. The department currently has over 150 active projects in progress due to an increase in capital improvement projects, scheduled maintenance and accessibility projects for barrier removal. The extension of time allows the consultant to continue to assist in a variety of projects that include but are not limited to scheduled maintenance, capital outlay, barrier removal improvements, way finding, door access and door hardware repairs, move management, etc. The contract extension is needed due to the volume of current and anticipated ongoing projects in various stages of planning, procurement, active construction and close-out. To see original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced on July 18, 2017 and the new end date has been revised from June 30, 2019 to June 30, 2022. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$807,600.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with Linik Corporation - Planning and Project Management Services as presented.

Fiscal Impact:	N/A	Board Date: June 17, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 6/17/19

Project: Planning and Project Management Services

Site: **District-Wide**

Consultants: **Linik Corporation**

Type of Service: Planning and Project Management Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$807,600.00		7/18/2017	6/30/2019
Amendment #1				6/30/2022
Total Agreement Amount	\$807,600.00			

AGREEMENT NO 0236.00/ DESCRIPTION:

Amendment #1 for an extension of time only.

This agreement #0236.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

6/30/2022

**FIRST AMENDMENT TO PROJECT MANAGEMENT & PLANNING SERVICES
AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **18TH** day of **JUNE** in the year **2019**, between **LINIK 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 No. 0236.00 entered into on July 18, 2017 to provide Project Management and Planning Services for the Facility Planning, District Construction and Support Services Department. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from June 30, 2019 to be through June 30, 2022.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0236.00, effective July 18, 2017, shall remain in full force and effect.

LINIK CORPORATION

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT OF ORANGE COUNTY**

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Amendment to Agreement with Cannon Corporation dba PENCO - On-Call District-Wide Land Survey Services	
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 June 13, 2016 the Board of Trustees approved an agreement with Cannon Corporation dba PENCO for on-call district-wide land survey services. The firm was previously qualified under a Request for Qualifications #1314-38 in 2016. The District is in need of continuing to have a land surveying consultant that can be utilized on an as-needed basis. This on-call agreement will allow the District to work with a surveyor to assist in a variety of tasks including, but not limited to: small scale project scope survey work; writing and reviewing of legal descriptions; research and assistance to correct property title encumbrances; assist with preparing documents to be used for easements, dedications; developing exhibits for submittal to County, City, or other agencies as needed. The surveyor will assist in other specific topographic survey work when time is of the essence. The contract extension is needed to continue with on-call services for smaller scale capital projects. To see original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced on June 14, 2016 and the new end date has been revised from June 30, 2019 to June 30, 2021. There are no additional costs for this amendment. The agreement remains based on a not-to-exceed fee of \$150,000.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with Cannon Corporation dba PENCO - On-Call District-Wide Land Survey Services as presented.

Fiscal Impact:	N/A	Board Date: June 11, 2018
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 6/17/19

Project: On-Call District-Wide

Site: **District-Wide**

Consultants: **Cannon Corporation dba PENCO**

Type of Service: Land Survey Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$98,000.00	\$2,000.00	6/14/2016		6/30/2018
Amendment #1	\$50,000.00				6/30/2019
Amendment #2					6/30/2021
Total Agreement Amount	\$150,000.00				

AGREEMENT NO 0199.00/ DESCRIPTION:

Amendment #2 for an extension of time only.

This agreement #0199.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

6/30/2021

SECOND AMENDMENT TO LAND SURVEY SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **18TH** day of **JUNE** in the year **2019**, between **CANNON CORPORATION DBA PENCO**, 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. 0199.00 entered into on June 14, 2016 and amended on June 11, 2018 to provide ON-CALL DISTRICT-WIDE LAND SURVEY SERVICES. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from June 30, 2019 to be through June 30 2021.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0199.00, effective June 14, 2016, shall remain in full force and effect.

CANNON CORPORATION dba PENCO

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing Services

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

To: Board of Trustees	Date: June 17, 2019
Re: Approval of Annual Renewal Agreement with RAVE Mobile Safety Software	
Action: Request for Approval	

BACKGROUND

The ability to deliver timely warning and emergency notifications is a Clery Act requirement. The Rancho Santiago Community College District has utilized the services of RAVE Mobile Safety for the District's emergency mass communication software. The RAVE Mobile Safety software primarily provides a wide range of communication channels for mass communication. Communications reach our audience by recorded voice, text to speech, SMS, TTY, RSS, email, social media, and common alerting protocol (CAP). In contrast, the LiveSafe app is a safety app which allows mobile users to share information, summon for help and access emergency information.

ANALYSIS

The RAVE Mobile Safety software is a single sign on emergency mass communication system. During an emergency, RAVE Mobile Safety software includes a premier communication feature which allows cellular phone carriers to send text messages through priority routing saving valuable time.

All current active students, faculty, and staff have been enrolled for RAVE Mobile Safety software emergency notifications. If users prefer not to receive emergency notifications and timely warnings, they can opt-out of the system. Current updates occur every evening between RAVE Mobile Safety software and the District's personnel database. This update insures the most accurate and up to date notifications possible.

Nationally, hundreds of colleges, universities, and 911 centers currently use RAVE Mobile Safety software. State-wide college Districts using RAVE include Riverside Community College District, Foothill-De-Anza Community College District, Los Rios Community College District, and the San Jose Evergreen Community College District.

The renewal of this agreement is for a period of one year ending on June 30, 2020 at a rate not to exceed \$32,529. The District Safety and Security Department operating budget will support the costs of this service.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Annual Renewal Agreement with RAVE Mobile Safety Software as presented.

Fiscal Impact:	\$32,529 (not to exceed)	Board Date: June 17, 2019
Prepared by:	Michael Toledo, Interim Chief of District Safety and Security	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

THIS IS NOT A BILL



Renewal Quote

Date: May 10, 2019
Quote #0065A000010zK5GQAU

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

Description	Amount
<input type="checkbox"/> Option A – 1 Year Renewal	
<i>Annual Renewal - July 1, 2019 through June 30, 2020</i>	
Rave Alert Basic Annual License	\$21,346.50
Premium SMS Messaging for Rave Alert	\$2,134.65
CAP inbound/outbound API for Rave Alert	\$1,123.50
Rave Alert Social Media Integration	\$1,123.50
Rave Smart Loader Annual Integration	\$2,022.30
Annual Cost:	\$27,750.45
<i>Prorated Renewal - October 24, 2019 through June 30, 2020</i>	
Rave Voice Add-on Prorated License (Blue Phone Telephones Only)	\$1,783.33
Prorated Cost:	\$1,783.33
<i>Prorated Renewal - October 31, 2019 through June 30, 2020</i>	
Rave SMS to Opt-in	\$2,996.00
Prorated Cost:	\$2,996.00
Option A Total Contract Value:	\$32,529.78

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

To: Board of Trustees	Date: June 17, 2019
Re: Award of Bid #1368 – Purchase of Bond Paper	
Action: Request for Approval	

BACKGROUND

An assortment of bond papers is utilized by the District's Publications Department and copy centers. The annual cost to purchase these papers exceeds the bid limit which requires the District to formally bid these products.

ANALYSIS

The bid was advertised and emailed to five (5) bidders. Bids were submitted by three (3) bidders, one bidder was deemed non-responsive. The Publications Department evaluated the bids. Items 1 & 2 are being recommended for award to the lowest responsive and responsible bidder (Veritiv Operating Company, La Palma). Item 3 is being recommended for award to the lowest responsive and responsible bidder (Kelly Paper Co., Anaheim).

RECAP OF BID #1368 – PURCHASE OF BOND PAPER

ITEM	PRODUCT DESCRIPTION	VERITIV OPERATING CO.
1	Domtar (or equal) Bond, 8-1/2" x 11", 20 lb, (.004), in the following colors: Blue, Green, Canary, Ivory and Pink (Contains 30% post-consumer fiber)	\$42.30/case Hammermill Colors
2	Hammermill Great White Copy (or equal), 8-1/2" x 11, 20 lb., (.004), White, 92+ brightness (Contains 30% post-consumer fiber)	\$32.50/case Optimus 30 109748495002

ITEM	PRODUCT DESCRIPTION	KELLY PAPER CO
3	Comet (or equal) DP High-speed Bond, 8-1/2 x 11, 20 lb., (.004), White, 92 brightness	\$28.50/case Report 11049 J

Paper will be purchased by the Publications Department and copy centers on an as-needed basis. This contract begins July 1, 2019 through June 30, 2020 with an option to renew for two (2) additional one (1) year terms.

RECOMMENDATION

It is recommended that the Board of Trustees accept the bids and approve the award of Bid #1368 – Purchase of Bond Paper to Veritiv Operating Company and Kelly Paper Co. as presented.

Fiscal Impact:	Based on Utilization	Board Date: June 17, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To: Board of Trustees	Date: June 17, 2019
Re: Award of Bid #1376 – Purchase of High Voltage Electric Vehicles	
Action: Request for Approval	

BACKGROUND

The Automotive Technology Program at Santa Ana College (SAC) seeks to augment existing automotive programs by adding High Voltage, Electric/Hybrid Vehicle training. The program received a CTEA (Career Technical Education Act/Carl Perkins IV Federal Grant) grant to purchase new high voltage training equipment, tools, documentation and electric vehicle kits. The purchase of this equipment will provide SAC students with hands-on experience with leading-edge technology, ensuring relative experience and a competitive advantage in the job market.

ANALYSIS

Bids were distributed to nine (9) vendors. One (1) bid response was received and eight (8) did not respond. The lowest bidder meeting specifications is Switch Vehicles, Inc. Switch Vehicles, Inc. develops and designs their vehicles with education labs in mind. They are designed for hands-on training and include curriculum, directions and instructor support. Additionally, it is important for SAC to align curriculum with local K-12 Districts. This current technology is used by vehicle manufacturers such as Chevrolet, Nissan and Tesla.

Due to the unique specifications for this vehicle, per the grant requirements, the District recommends the Board of Trustees award the bid to:

Bidder	Amount	Product
Switch Vehicles, Inc.	\$99,827.29	SWITCH LAB/As Called Out

SAC Automotive Technology staff has reviewed and accepts the bid from Switch Vehicles, Inc. for the purchase of two High Voltage, Electric/Hybrid Vehicles including training equipment, tools, documentation and kits.

RECOMMENDATION

It is recommended that the Board of Trustees accept the bid and approve the Award of Bid #1376 – Purchase of High Voltage Electric Vehicles to Switch Vehicles, Inc. as presented.

Fiscal Impact: \$99,827.29	Board Date: June 17, 2019
Prepared by: Linda Melendez, Director, Purchasing Services	
Submitted by: Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Reject all Bids for Bid #1367 – Charter Bus Service	
Action:	Request for Approval	

BACKGROUND

This is an approval for the rejection of Bid #1367 – Charter Bus Service for the Rancho Santiago Community College District. The District was seeking bids from qualified and responsible bidders to provide transportation services to the District by means of buses (coach, mini-coach and school bus) for students and other designated persons to and from points as specified by the District for the purpose of athletic events, instructional field trips and outings coordinated by the colleges.

ANALYSIS

Bid #1367 – Charter Bus Service was advertised in the Orange County Register on May 8, 2019 and May 15, 2019. A Notice Inviting Formal Bids was sent to seven (7) transportation services companies from the District’s approved vendor list. The District received four (4) bids for this service. Upon review of the bid responses, the District recommends rejection of all bids.

Staff is currently re-evaluating the scope of services, specifically licensing requirements for K-14 students, new insurance requirements set by industry standards and ADA accessibility. This service will need to be re-bid after further review. During the review period, the District will utilize current vendors and pricing for trips until this service is re-bid and awarded. The District does not expect to exceed bid limit during this time.

RECOMMENDATION

It is recommended that the Board of Trustees reject all bids for Bid #1367 – Charter Bus Service as presented.

Fiscal Impact:	N/A	Board Date: June 17, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Vendor Name Change	
Action:	Request for Approval	

BACKGROUND

The Rancho Santiago Community College District Board of Trustees has approved several agreements with PENCO Engineering, Inc. for various projects including on-call land surveying services district-wide.

On May 31, 2019 RSCCD was informed that PENCO Engineering, Inc. has changed their name to Cannon Corporation dba PENCO and remains in the same location in the city of Irvine, CA. The name change was filed with the State of California to do business under the new name as of August 14, 2018.

ANALYSIS

In order to avoid interruption of existing services and to make payments for services rendered timely it is necessary to seek acceptance by the Board of Trustees to change the vendor name from PENCO Engineering, Inc. to Cannon Corporation dba PENCO. The name change does not change the current services provided or cost. Cannon Corporation dba PENCO is committed to providing the same level of service that PENCO Engineering, Inc. contractually committed to in fulfilling previously Board approved services.

RECOMMENDATION

It is recommended that the Board of Trustees approve the name change request from PENCO Engineering, Inc. to Cannon Corporation dba PENCO as presented.

Fiscal Impact:	N/A	Board Date: June 17, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Vendor Name Change	
Action:	Request for Approval	

BACKGROUND

The Rancho Santiago Community College District Board of Trustees has approved several agreements with Newcomb Anderson McCormick, Inc. for various Prop 39 projects district-wide.

Recently RSCCD was informed that Newcomb Anderson McCormick, Inc. has changed their name to Willdan Energy Solutions dba Newcomb Anderson McCormick, Inc. and has relocated offices from San Francisco, CA to Anaheim, CA. The name change was filed with the State of California to do business under the new name as of December 6, 2018.

ANALYSIS

In order to avoid interruption of existing services and to make payments for services rendered timely it is necessary to seek acceptance by the Board of Trustees to change the vendor name from Newcomb Anderson McCormick, Inc. to Willdan Energy Solutions dba Newcomb Anderson McCormick, Inc. The name change does not change the current services provided or cost. Willdan Energy Solutions dba Newcomb Anderson McCormick, Inc. is committed to providing the same level of service that Newcomb Anderson McCormick, Inc. contractually committed to in fulfilling previously Board approved services.

RECOMMENDATION

It is recommended that the Board of Trustees approve the name change request from Newcomb Anderson McCormick, Inc. to Willdan Energy Solutions dba Newcomb Anderson McCormick, Inc. as presented.

Fiscal Impact:	N/A	Board Date: June 17, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-B0001623	04/23/19	79	Auxiliary Services Office	Other Operating Exp & Services	ALLSTAR COPY FAX	205.36
19-B0001624	04/24/19	79	International Student Program	Non-Instructional Supplies	EDUCATIONAL TESTING SVC	225.00
19-B0001625	04/25/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	FOSTER CLUB INC	200.00
19-B0001626	04/30/19	31	Bookstore - SCC	Other Operating Exp & Services	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	1,000.00
19-B0001627	04/30/19	71	Student Life & Leadership	Other Operating Exp & Services	UNIVERSAL ATHLETIC SERVICES INC	664.65
19-B0001629	05/07/19	71	Student Life & Leadership	Other Operating Exp & Services	HAWK BOOKSTORE	577.00
19-B0001630	05/07/19	79	Admissions & Records	Non-Instructional Supplies	SHI INTERNATIONAL CORP	65.54
19-B0001631	05/08/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	ACR PUBLICATIONS INC	2,595.50
19-B0001632	05/15/19	81	Auxiliary Services Office	Diversified Agency Fund Expens	SIMS ORANGE WELDING SUPPLY	764.75
19-B0001633	05/16/19	71	Student Life & Leadership	Other Operating Exp & Services	TUSTIN AWARDS	544.05
19-P0056745	04/22/19	11	District Wide Technology	Contracted Services	ROBERT FERRILLI LLC	14,800.00
19-P0056746	04/22/19	11	District Wide Technology	Contracted Services	ELLUCIAN COMPANY L.P.	10,500.00
19-P0056747	04/22/19	13	Maintenance	Contracted Repair Services	CLIMATEC LLC	23,495.00
19-P0056748	04/22/19	12	Business Division Office	Software License and Fees	CERTIPOINT INC	7,644.00
19-P0056749	04/22/19	12	Resource Development	Contracted Services	AMANUEL RUTH	763.15
19-P0056750	04/22/19	41	Facility Planning Office	Equip-w/Contr Svc > \$5,000	CASE EMERGENCY SYSTEMS, INC.	129,177.54
19-P0056751	04/22/19	41	Facility Planning Office	Equip-w/Contr Svc > \$5,000	CASE EMERGENCY SYSTEMS, INC.	218,890.80
19-P0056752	04/22/19	12	Safety & Parking - DO	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	580.80
19-P0056753	04/22/19	12	Biology	Instructional Supplies	ARTEL INC	578.18
19-P0056754	04/22/19	13	Santiago Canyon College	Non-Instructional Supplies	DON BOOKSTORE	2,691.60
19-P0056755	04/22/19	12	Pathways to Teaching	Transportation - Student	GOLD COAST TOURS	848.40
19-P0056756	04/22/19	12	Continuing Education Division	Food and Food Service Supplies	HENRY U. KIM	298.97
19-P0056757	04/22/19	12	Business	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	34,226.96
19-P0056758	04/22/19	12	Resource Development	Contracted Services	MARTINI COERO SANDRA A	14,900.00
19-P0056759	04/22/19	12	Pathways to Teaching	Transportation - Student	GOLD COAST TOURS	848.40
19-P0056760	04/22/19	12	Business	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	21,244.33
19-P0056761	04/22/19	12	Financial Aid Office	Non-Instructional Supplies	4 IMPRINT	1,271.04
19-P0056762	04/22/19	12	Pathways to Teaching	Food and Food Service Supplies	ALBERTSONS/SAFEWAY	450.00
19-P0056763	04/22/19	12	Financial Aid Office	Non-Instructional Supplies	4 IMPRINT	2,484.50
19-P0056764	04/22/19	11	Chemistry	Contracted Services	EDWARD COSNER	1,905.00
19-P0056765	04/22/19	13	Maintenance	Contracted Repair Services	RELIABLE ICE EQUIPMENT INC	481.95
19-P0056766	04/22/19	12	Outreach	Transportation - Student	CORONA-NORCO UNIFIED SCHOOL DISTRICT	492.50
19-P0056767	04/22/19	12	Outreach	Non-Instructional Supplies	XEROX CORP	146.56
19-P0056768	04/22/19	13	Maintenance	Contracted Repair Services	ACCO ENGINEERED SYSTEMS INC	2,209.00
19-P0056769	04/23/19	33	EHS Administration	Software License and Fees	TEACHSTONE TRAINING LLC	550.00
19-P0056770	04/23/19	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,443.46
19-P0056771	04/23/19	11	Warehouse	Non-Instructional Supplies	AMAZON COM	503.88
19-P0056772	04/23/19	12	Continuing Education Division	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	4,557.34
19-P0056773	04/23/19	13	Publications	Non-Instructional Supplies	VERITIV OPERATING COMPANY	3,521.34
19-P0056774	04/23/19	13	Maintenance	Non-Instructional Supplies	ABV GREENCORE ASSOCIATES INC	363.68
19-P0056775	04/23/19	12	Financial Aid Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,547.12
19-P0056776	04/23/19	12	Safety & Parking - DO	Contracted Services	METROPRO TOWING INC	298.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056777	04/23/19	11	Admin Services Office	Public Agencies' Assess & Fees	CITY OF ORANGE	31,681.72
19-P0056778	04/23/19	11	District Wide Technology	Contracted Services	D4 SOLUTIONS INC.	1,118.85
19-P0056779	04/23/19	12	Dance	Instructional Supplies	HEATHER K. GILLETTE	221.98
19-P0056780	04/23/19	11	Admin Services Office	Contracted Services	RIDELINKS INC	1,006.20
19-P0056781	04/23/19	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	2,141.43
19-P0056782	04/23/19	12	Biology	Instructional Supplies	SEHI COMPUTER PRODUCTS	743.57
19-P0056783	04/23/19	12	Manufacturing Technology	Instructional Supplies	NORMAN INDUSTRIAL MATERIALS, INC.	2,926.20
19-P0056784	04/23/19	11	Chemistry	Contracted Services	EDWARD COSNER	1,045.00
19-P0056785	04/23/19	13	Counseling Office	Non-Instructional Supplies	DON BOOKSTORE	3,000.00
19-P0056786	04/23/19	33	EHS Santa Ana College	Bldg Impr - DSA Fees	DEPT OF GENERAL SERVICES	1,050.00
19-P0056787	04/23/19	12	Fine & Performing Arts Office	Instructional Supplies	TROXELL COMM INC	1,376.55
19-P0056788	04/23/19	12	Fine & Performing Arts Office	Instructional Supplies	INTERNATIONAL E-Z UP INC	526.56
19-P0056789	04/23/19	12	Fine & Performing Arts Office	Instructional Supplies	DIGITAL JUICE	273.88
19-P0056790	04/23/19	12	Outreach	Food and Food Service Supplies	MY TY INC	6,750.00
19-P0056791	04/23/19	12	Nursing	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,444.79
19-P0056792	04/23/19	12	Computer Science	Instructional Supplies	MICRO CENTER	1,232.73
19-P0056793	04/23/19	12	Business Applications & Tech	Instructional Supplies	SEHI COMPUTER PRODUCTS	1,074.25
19-P0056794	04/23/19	12	Fine & Performing Arts Office	Instructional Supplies	ULINE	503.34
19-P0056795	04/23/19	12	EOPS	Other Exp Paid for Students	MOONWOOD COFFEE COMPANY	800.00
19-P0056796	04/23/19	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	1,396.17
19-P0056797	04/23/19	12	Continuing Education Division	Non-Instructional Supplies	HOME DEPOT	563.73
19-P0056798	04/23/19	12	EOPS	Fees Paid for Students	ALPHA GAMMA SIGMA HONOR SCHOLARSHIP SOCIETY	80.00
19-P0056799	04/23/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	COSCO FIRE PROTECTION INC	10,680.00
19-P0056800	04/23/19	41	Facility Planning Office	Buildings - Geotech/Geohaz	SOUTHWEST INSPECTION	23,975.00
19-P0056801	04/23/19	12	Family & Consumer Studies	Instructional Supplies	WELLS FARGO BANK	513.78
19-P0056802	04/23/19	12	Television (TV/Film/Video)	Instructional Supplies	B & H PHOTO VIDEO INC	3,744.43
19-P0056803	04/23/19	12	Distance Education	Instructional Supplies	TEAMWORK PROMOTIONAL	1,657.87
19-P0056804	04/23/19	41	Facility Planning Office	Buildings - Spcl Ins/Mat Tes	LEIGHTON CONSULTING, INC	45,837.00
19-P0056805	04/23/19	11	Kinesiology - Physical Educ	Contracted Repair Services	ALL AMERICAN SPORTS CORP	12,718.04
19-P0056806	04/23/19	12	Nursing	Equip-All Other >\$1,000<\$5,000	ARMSTRONG MEDICAL INDUSTRIES	1,649.54
19-P0056807	04/23/19	12	Reprographics	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
19-P0056808	04/23/19	12	Graphics	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	795.22
19-P0056809	04/23/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	NATL SPORTS APPAREL LLC	1,761.04
19-P0056810	04/23/19	12	SAC Research	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	918.19
19-P0056811	04/24/19	11	District Wide Technology	Non-Instructional Supplies	CABLE EXPRESS CORP	17,480.00
19-P0056812	04/24/19	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	1,055.16
19-P0056813	04/24/19	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	2,301.94
19-P0056814	04/24/19	11	Purchasing	Non-Instructional Supplies	BADGE EXPRESS	23.00
19-P0056815	04/24/19	11	Board of Trustees	Conference Expenses	FARMERS AND MERCHANTS BANK OF LONG BEACH	2,000.00
19-P0056816	04/24/19	11	Grounds	Contracted Services	AMERICAN CITY PEST CONTROL INC	225.00
19-P0056817	04/24/19	11	Educational Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	295.28
19-P0056818	04/24/19	13	Maintenance	Contracted Services	VERNES PLUMBING INC	14,900.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056819	04/24/19	13	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	10,000.00
19-P0056820	04/24/19	12	SAC Continuing Ed-Instruction	Books Paid for Students	DON BOOKSTORE	2,865.68
19-P0056821	04/24/19	11	Risk Management	Non-Instructional Supplies	SCHICK RECORDS MGMT	23.93
19-P0056822	04/24/19	11	International Student Program	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	241.56
19-P0056823	04/24/19	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	1.00
19-P0056824	04/24/19	12	Biology	Instructional Supplies	VWR FUNDING INC	498.08
19-P0056825	04/24/19	12	Physics	Instructional Supplies	PASCO SCIENTIFIC	5,367.95
19-P0056826	04/24/19	12	Physics	Instructional Supplies	SCHOOL SPECIALTY CHILDCRAFT	50.43
19-P0056827	04/24/19	12	Physics	Instructional Supplies	ARBOR SCIENTIFIC	827.21
19-P0056828	04/24/19	12	SAC Continuing Ed-Instruction	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	3,036.54
19-P0056829	04/24/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	523.88
19-P0056830	04/24/19	61	Risk Management	Self Insurance Claims	BROWN BAG SANDWICH CO. INC.	1,137.84
19-P0056831	04/24/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	DATA RECOGNITION CORP	718.17
19-P0056832	04/24/19	12	Family & Consumer Studies	Instructional Supplies	AMAZON COM	270.76
19-P0056833	04/24/19	12	Continuing Education Division	Contracted Services	INTERACT COMMUNICATIONS	200,000.00
19-P0056834	04/24/19	12	Continuing Education Division	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	458.70
19-P0056835	04/24/19	33	EHS Santa Ana College	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	6,797.84
19-P0056836	04/25/19	12	Center for Teacher Education	Transportation - Student	JFK TRANSPORTATION	460.00
19-P0056837	04/25/19	12	Counseling	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	1,415.88
19-P0056838	04/25/19	11	Public Affairs/Gov Rel Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,631.30
19-P0056839	04/25/19	12	Engineering	Instructional Supplies	PARALLAX INC	767.23
19-P0056840	04/25/19	11	Automotive Technology/Engine	Other Licenses & Fees	STATE OF CALIF	200.00
19-P0056841	04/25/19	12	Paralegal	Non-Instructional Supplies	A STITCH ABOVE LLC	1,101.57
19-P0056842	04/25/19	12	Business Division Office	Instructional Supplies	B & H PHOTO VIDEO INC	1,341.39
19-P0056843	04/25/19	12	Communications Studies Instr	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	501.36
19-P0056844	04/25/19	11	Library Services	Library Books - Databases	PROQUEST LLC	529.66
19-P0056845	04/25/19	41	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	ALANS LAWNMOWER & GARDEN CTR	10,829.14
19-P0056846	04/25/19	41	Facility Planning Office	Non-Instructional Supplies	B & M LAWN & GARDEN CTR	5,876.73
19-P0056847	04/25/19	41	Facility Planning Office	Non-Instructional Supplies	HORIZON DISTRIBUTORS INC	2,705.26
19-P0056848	04/25/19	41	Facility Planning Office	Non-Instructional Supplies	SITEONE LANDSCAPE SUPPLY LLC	1,153.52
19-P0056849	04/26/19	41	Facility Planning Office	Buildings - DSA Project Insp	HOLMES BUILDERS INC.	88,976.00
19-P0056850	04/26/19	11	Library Services	Library Books	AMAZON COM	2,000.00
19-P0056851	04/26/19	11	Human Resources Office	Non-Instructional Supplies	SAFEGUARD BUSINESS SYSTEMS	289.85
19-P0056852	04/26/19	12	Pathways to Teaching	Conference Expenses	RAAJ BERKELEY LESSEE LLC	785.58
19-P0056853	04/26/19	12	Pathways to Teaching	Conference Expenses	RAAJ BERKELEY LESSEE LLC	785.58
19-P0056854	04/26/19	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	999.31
19-P0056855	04/26/19	12	Student Support Services	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	380.00
19-P0056856	04/26/19	13	Maintenance	Repair & Replacement Parts	CLIMATEC LLC	474.15
19-P0056857	04/26/19	13	Maintenance	Contracted Repair Services	RAMCO REFRIGERATION & AIR	150.50
19-P0056858	04/26/19	13	Maintenance	Contracted Repair Services	CERTIFIED ENTERPRISES, INC.	280.00
19-P0056859	04/26/19	12	Financial Aid Office	Non-Instructional Supplies	EAGLE GRAPHICS INC	757.35
19-P0056860	04/26/19	12	Resource Development	Conference Expenses	WELLS FARGO BANK	225.96

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056861	04/26/19	11	Risk Management	Non-Instructional Supplies	SCHOOL HEALTH SUPPLY CO INC	850.46
19-P0056862	04/29/19	12	Small Business Dev Ctr Office	Internet Services	T-MOBILE USA INC	357.00
19-P0056863	04/29/19	41	Facility Planning Office	Buildings - Contractor Svcs	AHMAD WAHEED EBRAHIMI	839,000.00
19-P0056864	04/29/19	12	Family & Consumer Studies	Instructional Supplies	NASCO	2,331.73
19-P0056865	04/29/19	12	Counseling	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	94.42
19-P0056866	04/29/19	11	Broadcast Journalism	Software License and Fees	LIBRARY OF CONGRESS	525.00
19-P0056867	04/29/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	SPORTS PAGE SOCCER WAREHOUSE	236.97
19-P0056868	04/29/19	12	Fine & Performing Arts Office	Instructional Supplies	CHEER & DANCE DISCOUNT SUPPLY	800.00
19-P0056869	04/29/19	12	Fire Academy	Instructional Supplies	ALLSTAR FIRE EQUIPMENT	4,500.00
19-P0056870	04/29/19	12	Dance	Instructional Supplies	LEANN D. ALDUENDA	2,603.00
19-P0056871	04/29/19	12	Business Division Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,023.07
19-P0056873	04/29/19	12	Auxiliary Services Office	Non-Instructional Supplies	CARD INTEGRATORS INC	3,251.29
19-P0056874	04/29/19	12	MESA	Conference Expenses	CATHERINE M. SHAFFER	1,529.00
19-P0056875	04/29/19	12	MESA	Other Participant Travel Exp	CATHERINE M. SHAFFER	12,435.18
19-P0056876	04/29/19	12	LA/OC Regional Consortia	Contracted Services	HARRINGTON ROBIN L.	4,000.00
19-P0056877	04/29/19	12	Academic Affairs Office	Conference Expenses	DORA E. ESCOBAR	206.99
19-P0056878	04/29/19	12	Resource Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	400.00
19-P0056879	04/29/19	12	LA/OC Regional Consortia	Contracted Services	SANCHEZ LORI	538.77
19-P0056880	04/29/19	11	Board of Trustees	Non-Instructional Supplies	HERFF JONES INC.	186.60
19-P0056881	04/29/19	13	Maintenance	Contracted Repair Services	HINGEWERKS COMMERCIAL DOORS INC	656.25
19-P0056882	04/29/19	12	DSPS Office	Conference Expenses	FOUNDATION FOR CALIFORNIA COMM	50.00
19-P0056883	04/29/19	11	Library Services	Library Books	DON BOOKSTORE	1,773.03
19-P0056884	04/29/19	12	Engineering	Instructional Supplies	TS ENTERPRISES ASSOCS. INC.	2,718.85
19-P0056885	04/29/19	12	Orange Educ Ctr-Instruction	Equip-All Other >\$1,000<\$5,000	POCKET NURSE	3,062.18
19-P0056886	04/29/19	12	Computer Science	Instructional Supplies	SPHERO, INC.	1,529.30
19-P0056887	04/29/19	12	Biology	Instructional Supplies	VWR FUNDING INC	359.66
19-P0056888	04/29/19	12	Resource Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	369.82
19-P0056889	04/29/19	12	Pharmacy Technology	Instructional Supplies	ASYNTRIA INC	122.00
19-P0056890	04/30/19	11	Continuing Education Division	Rental - Other (Short-term)	PAPER DEPOT DOCUMENT	327.75
* 19-P0056891	04/30/19	11	Continuing Education Division	Contracted Services	BLANKENSHIP, SHARLENE	310.50
* 19-P0056891	04/30/19	12	Continuing Education Division	Contracted Services	BLANKENSHIP, SHARLENE	67.50
					PO Amt Total for * 19-P0056891:	378.00
19-P0056892	04/30/19	13	Maintenance	Contracted Repair Services	ABBA TERMITE & PEST CONTROL INC	195.00
19-P0056893	04/30/19	12	Pathways to Teaching	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	193.60
19-P0056894	04/30/19	12	Pathways to Teaching	Food and Food Service Supplies	ASFOUR GROUP CORP	3,250.00
19-P0056895	04/30/19	12	Financial Aid Office	Conference Expenses	NATIONAL STUDENT EMPLOYMENT ASSOCIATION	680.00
19-P0056896	04/30/19	12	Continuing Education Division	Food and Food Service Supplies	CMA RESTAURANTS INC	3,610.52
19-P0056897	04/30/19	12	Upward Bound	Food and Food Service Supplies	ROMELIA MADRIGAL	3,200.00
19-P0056898	04/30/19	12	Upward Bound	Other Participant Travel Exp	MANCHESTER HOTEL	4,363.72
19-P0056899	04/30/19	13	Maintenance	Contracted Services	CLIMATEC LLC	15,470.00
19-P0056900	04/30/19	12	Upward Bound	Food and Food Service Supplies	ROMELIA MADRIGAL	400.00
19-P0056901	04/30/19	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	AMAZON COM	117.75

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056902	04/30/19	11	Continuing Education Division	Packaging/Mail Prep/Processing	ADVANCED WEB OFFSET INC	8,233.99
19-P0056903	04/30/19	12	Pathways to Teaching	Contracted Services	STERLING O.C. ENTERPRISES LLC	950.00
19-P0056904	04/30/19	12	Counseling	Food and Food Service Supplies	SMART & FINAL	200.00
19-P0056905	04/30/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	SO CAL TEAM SPORTS	2,941.84
19-P0056906	04/30/19	11	Purchasing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	159.20
19-P0056907	05/01/19	12	Music	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	1,388.19
19-P0056908	05/01/19	41	Facility Planning Office	Equip-Vehicles >\$5,000	YALE CHASE	9,202.84
19-P0056909	05/01/19	12	Nursing	Equip-Fed Prgm >\$1,000< \$5,000	POCKET NURSE	4,449.92
19-P0056910	05/01/19	12	Pathways to Teaching	Contracted Services	I LEARN AMERICA LLC	7,000.00
19-P0056911	05/01/19	12	EOPS	Books Paid for Students	DON BOOKSTORE	1,290.00
19-P0056912	05/01/19	41	Facility Planning Office	Equip-Vehicles >\$5,000	YALE CHASE	28,621.80
19-P0056913	05/01/19	12	Veterans Service Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
19-P0056914	05/01/19	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	TROXELL COMM INC	82,952.21
19-P0056915	05/01/19	12	Upward Bound	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
19-P0056916	05/01/19	12	Transfer Center	Non-Instructional Supplies	MICHAEL J MACKENZIE	150.00
19-P0056917	05/01/19	12	Transfer Center	Food and Food Service Supplies	SMART & FINAL	300.00
19-P0056918	05/01/19	41	Facility Planning Office	Non-Instructional Supplies	HORIZON DISTRIBUTORS INC	5,000.00
19-P0056919	05/01/19	41	Facility Planning Office	Non-Instructional Supplies	SITEONE LANDSCAPE SUPPLY LLC	5,000.00
19-P0056920	05/01/19	41	Facility Planning Office	Equip-Vehicles >\$5,000	YALE CHASE	15,850.87
19-P0056921	05/01/19	12	Transfer Center	Food and Food Service Supplies	HARKISON	690.00
19-P0056922	05/01/19	11	Pharmacy Technology	Inst Dues & Memberships	JOHN S. ROSS JR	39.00
19-P0056923	05/01/19	12	Transfer Center	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	761.20
19-P0056924	05/01/19	12	Orientation/Coord/Training	Food and Food Service Supplies	HAVE KITCHEN WILL TRAVEL, INC.	1,250.00
19-P0056925	05/01/19	11	Manufacturing Technology	Instructional Supplies	WEB RESOURCE, LLC	3,682.50
19-P0056926	05/01/19	12	Sci, Math, Health Sci Office	Instructional Supplies	US GEOLOGICAL SURVEY	589.84
19-P0056927	05/01/19	12	Business Division Office	Software License and Fees	CERTIPOINT INC	7,124.00
19-P0056928	05/01/19	12	Counseling	Contracted Services	CHARITABLE VENTURES OF OC	2,500.00
19-P0056929	05/01/19	11	Pharmacy Technology	Advertising	INTERACT COMMUNICATIONS	3,000.00
19-P0056930	05/01/19	13	Maintenance	Other Licenses & Fees	STATE OF CALIF	8,100.00
19-P0056931	05/02/19	33	CDC Santa Ana College - East	Non-Instructional Supplies	AKERS THOMAS	1,112.54
19-P0056932	05/02/19	33	CDC Santa Ana College - East	Food and Food Service Supplies	SYSCO FOOD SVC	510.90
19-P0056933	05/02/19	33	EHS Administration	Conference Expenses	CATHERINE CANDELA	200.00
19-P0056934	05/02/19	13	Administrative Services Office	Equip-All Other >\$1,000<\$5,000	SWEETWATER SOUND	22,793.77
19-P0056935	05/02/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	PROFESSIONAL PLUMBING &	1,550.00
19-P0056936	05/02/19	12	Engineering	Equip-All Other > \$5,000	SOURCE GRAPHICS	10,470.35
19-P0056937	05/02/19	12	Career Education Office	Conference Expenses	CCCCIO	450.00
19-P0056938	05/02/19	13	Occupational Therapy	Reproduction/Printing Expenses	JOSTENS	1,041.53
19-P0056939	05/02/19	41	Facility Planning Office	Bldgs - Blueprint/Reprod/Adver	AMERICAN REPROGRAPHICS CO LLC	1,000.00
19-P0056940	05/02/19	41	Facility Planning Office	Bldg Impr - AE Fee	P2S ENGINEERING INC	26,200.00
19-P0056941	05/02/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	R.T. CONTRACTOR CORP.	960.00
19-P0056942	05/02/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	R.T. CONTRACTOR CORP.	21,000.00
19-P0056943	05/02/19	12	EOPS	Other Exp Paid for Students	SVM LP	3,989.50

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Legend: * = Multiple Funds for this P.O.

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056944	05/02/19	12	Special Services Office	Other Exp Paid for Students	DON BOOKSTORE	7,172.29
19-P0056945	05/03/19	12	EOPS	Fees Paid for Students	DON BOOKSTORE	1,700.00
19-P0056946	05/03/19	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	1,550.00
19-P0056948	05/03/19	12	EOPS	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	373.00
19-P0056949	05/03/19	11	District Wide Technology	Contracted Services	CORE BTS, INC	12,167.50
19-P0056950	05/03/19	12	SAC Continuing Ed-Instruction	Instructional Supplies	IMAGE WORKS PES INC	462.00
19-P0056951	05/03/19	12	EOPS	Books Paid for Students	DON BOOKSTORE	10,000.00
19-P0056952	05/03/19	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	36,250.00
19-P0056953	05/03/19	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	45,750.00
19-P0056954	05/03/19	12	EOPS	Books Paid for Students	DON BOOKSTORE	104,679.00
19-P0056955	05/03/19	11	Risk Management	Non-Instructional Supplies	AMAZON COM	74.57
19-P0056956	05/03/19	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	37.57
19-P0056957	05/03/19	12	Student Equity	Food and Food Service Supplies	JAYS CATERING	190.50
19-P0056958	05/03/19	12	EOPS	Supplies Paid for Students	DON BOOKSTORE	27,801.66
19-P0056959	05/03/19	12	EOPS	Advertising	DON BOOKSTORE	1,392.94
19-P0056960	05/03/19	12	Media Systems	Instructional Supplies	GRAINGER	1,500.00
19-P0056961	05/03/19	12	Media Systems	Instructional Supplies	TROXELL COMM INC	4,500.00
19-P0056962	05/03/19	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	4,500.00
19-P0056963	05/03/19	12	Media Systems	Instructional Supplies	MAR VAC ELECTRONICS	1,500.00
19-P0056964	05/03/19	12	Media Systems	Instructional Supplies	GRIFFIN ACE HARDWARE	1,500.00
19-P0056965	05/03/19	12	Media Systems	Instructional Supplies	HOME DEPOT	2,000.00
19-P0056966	05/03/19	33	CDC Santiago Canyon College	Food and Food Service Supplies	SYSCO FOOD SVC	3,000.00
19-P0056967	05/03/19	12	Center for Teacher Education	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
19-P0056968	05/03/19	33	CDC Santiago Canyon College	Food and Food Service Supplies	B & D DISTRIBUTING INC	2,000.00
19-P0056969	05/03/19	13	Maintenance	Contracted Repair Services	BOYD & ASSOCIATES	125.00
19-P0056970	05/03/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	COASTAL TRAINING TECHNOLOGIES	1,726.47
19-P0056971	05/03/19	11	Admin Services Office	Public Agencies' Assess & Fees	SCAQMD	132.98
19-P0056972	05/03/19	12	Academic Affairs Office	Instructional Supplies	SEHI COMPUTER PRODUCTS	406.52
19-P0056973	05/03/19	12	Physics	Instructional Supplies	CYNTHIA J. SWIFT	73.38
19-P0056974	05/03/19	13	Custodial	Equip-All Other >\$1,000<\$5,000	GLASBY MAINTENANCE SUPPLY	9,273.80
19-P0056975	05/03/19	12	Fine & Performing Arts Office	Instructional Supplies	SARA E. TURNER	1,022.72
19-P0056976	05/03/19	12	Fine & Performing Arts Office	Instructional Supplies	JOSEPHINE HO	60.00
19-P0056977	05/03/19	12	Phillips Hall	Instructional Supplies	AMBERLY S. CHAMBERLAIN	1,742.45
19-P0056978	05/03/19	12	Phillips Hall	Instructional Supplies	STEVEN R. WHITAKER	896.64
19-P0056979	05/03/19	12	Special Services Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	337.03
19-P0056980	05/03/19	12	Fine & Performing Arts Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	298.54
19-P0056981	05/03/19	12	Music	Instructional Supplies	B & H PHOTO VIDEO INC	567.82
19-P0056982	05/03/19	12	Engineering	Instructional Supplies	SIGNCASTER CORPORATION	496.00
19-P0056983	05/03/19	12	Special Services Office	Food and Food Service Supplies	SUPER ANTOJITOS EXPRESS MEXICAN FOOD	264.00
19-P0056984	05/03/19	11	Kinesiology - Intercoll Athlet	Software License and Fees	SPAY, INC.	200.00
19-P0056985	05/03/19	41	Facility Planning Office	Site Improv - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	18,570.00
19-P0056986	05/03/19	41	Facility Planning Office	Site Improv - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	24,900.00

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Legend: * = Multiple Funds for this P.O.

04/21/19 thru 05/18/19

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0056987	05/03/19	33	CDC Santiago Canyon College	Food and Food Service Supplies	SYSCO FOOD SVC	3,600.00
19-P0056988	05/06/19	41	Facility Planning Office	Bldg Impr - Materials OFIBO	ALAN LEWIS, INC	25,553.58
19-P0056989	05/06/19	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
19-P0056990	05/06/19	41	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	KRUEGER INTERNATIONAL INC.	4,097.97
19-P0056991	05/06/19	41	Facility Planning Office	Site Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	6,652.56
19-P0056992	05/06/19	11	Maintenance & Operations	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	1,577.56
19-P0056993	05/06/19	12	Health Sciences Education	Books, Mags & Subscrip-Non-Lib	AMAZON COM	1,114.16
19-P0056994	05/06/19	12	Phillips Hall	Equip-All Other >\$1,000<\$5,000	ROCKLER WOODWORKING & HARDWARE	5,642.76
19-P0056995	05/06/19	12	Student Development	Transportation - Student	GOLD COAST TOURS	2,868.75
19-P0056996	05/06/19	11	Safety & Security Office	Conference Expenses	GLOCK PROFESSIONAL INC	700.00
19-P0056997	05/06/19	11	Safety & Security Office	Conference Expenses	CHRISTOPHER J. LUZADER	110.00
19-P0056998	05/06/19	12	Career Ed & Work Dev Office	Conference Expenses	MICHELLE K. KIMMEL	1,197.60
19-P0056999	05/06/19	12	Talent Search	Transportation - Student	CERTIFIED TRANSPORTATIONS	1,112.18
19-P0057000	05/06/19	12	Medical Assistant	Books, Mags & Subscrip-Non-Lib	OPTUM360, LLC	3,562.52
19-P0057001	05/06/19	12	Engineering	Transportation - Student	JFK TRANSPORTATION	500.00
19-P0057002	05/06/19	12	Human Svcs & Technology Office	Instructional Supplies	CARQUEST AUTO PARTS	500.00
19-P0057003	05/06/19	11	Board of Trustees	Conference Expenses	OCSBA ORANGE CO SCHOOL BOARD ASSOC	45.00
19-P0057004	05/06/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	237.95
19-P0057005	05/06/19	12	Pharmacy Technology	Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	10,000.00
19-P0057006	05/06/19	12	Counseling	Non-Instructional Supplies	DON BOOKSTORE	3,496.00
19-P0057007	05/07/19	13	Human Resources Office	Food and Food Service Supplies	FARMERS AND MERCHANTS BANK OF LONG BEACH	281.29
19-P0057008	05/07/19	11	Library Services	Library Books	ROWMAN & LITTLEFIELD PUBLISHING GROUP	25.78
19-P0057009	05/07/19	11	Library Services	Library Books	YANKEE BOOK PEDDLER INC	32.30
19-P0057010	05/07/19	12	EOPS	Books Paid for Students	DON BOOKSTORE	1,172.50
* 19-P0057011	05/07/19	12	Business	Equip-All Other >\$1,000<\$5,000	KRUEGER INTERNATIONAL INC.	2,252.74
* 19-P0057011	05/07/19	13	Business	Contracted Services	KRUEGER INTERNATIONAL INC.	12,756.85
PO Amt Total for * 19-P0057011:						15,009.59
19-P0057012	05/07/19	12	Career Education Office	Advertising	CALIF LAND SURVEYORS ASSOC	242.50
19-P0057013	05/07/19	13	Maintenance	Repair & Replacement Parts	IRVINE PIPE SUPPLY	4,000.00
19-P0057014	05/07/19	11	Transportation	Gasoline	VOYAGER FLEET SYSTEM INC	300.00
19-P0057015	05/07/19	12	Human Development	Conference Expenses	EVERYCHILD CALIFORNIA	99.00
19-P0057016	05/08/19	12	Upward Bound	Food and Food Service Supplies	ROMELIA MADRIGAL	200.00
19-P0057017	05/08/19	11	Safety & Security Office	Conference Expenses	THOMAS URBINA, JR.	110.00
19-P0057020	05/08/19	11	Maintenance & Operations	Contracted Repair Services	ACADEMY ELECTRIC INC	650.00
19-P0057021	05/08/19	12	Veterans Resource Center	Inst Dues & Memberships	COE	4,850.00
19-P0057022	05/08/19	12	Counseling	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	278.85
19-P0057024	05/09/19	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	211.00
19-P0057025	05/09/19	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	630.00
19-P0057026	05/09/19	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	540.00
19-P0057027	05/09/19	12	EOPS	Food and Food Service Supplies	DON BOOKSTORE	100.00
19-P0057028	05/09/19	12	EOPS	Other Exp Paid for Students	OREA DAVID OMAR	1,200.00
19-P0057029	05/09/19	12	Special Services Office	Food and Food Service Supplies	DON BOOKSTORE	100.00

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Legend: * = Multiple Funds for this P.O.

04/21/19 thru 05/18/19

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0057030	05/09/19	12	Business Division Office	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	3,200.48
19-P0057031	05/09/19	12	Student Equity	Non-Instructional Supplies	AMAZON COM	19.01
19-P0057032	05/09/19	12	Health Sciences Education	Instructional Supplies	EXTREME CANOPY	733.07
19-P0057033	05/09/19	12	Learning Support Center	Instructional Supplies	MISSOURI ARCHAEOLOGICAL SOCIETY, INC.	192.40
19-P0057034	05/09/19	12	Engineering	Instructional Supplies	KBC TOOLS INC	5,825.23
19-P0057035	05/09/19	11	Business Division Office	Non-Instructional Supplies	DON BOOKSTORE	1,269.49
19-P0057036	05/09/19	12	Student Equity	Food and Food Service Supplies	MARIA L. HERNANDEZ FIGUEROA	284.60
19-P0057037	05/09/19	11	Library Services	Library Books	GREENHAVEN PUBLISHING LLC	173.37
19-P0057038	05/09/19	33	EHS Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	500.00
19-P0057039	05/09/19	33	EHS Administration	Food and Food Service Supplies	SMART & FINAL	1,000.00
19-P0057040	05/09/19	12	Financial Aid Office	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	607.31
19-P0057041	05/09/19	13	Maintenance	Contracted Services	COSCO FIRE PROTECTION INC	1,160.00
19-P0057042	05/09/19	12	Transfer Center	Transportation - Student	GOLD COAST TOURS	902.55
19-P0057043	05/09/19	13	Custodial	Non-Instructional Supplies	AMERICAN CHEMICAL & SANITARY	5,000.00
19-P0057044	05/09/19	12	Puente	Non-Instructional Supplies	DON BOOKSTORE	191.19
19-P0057045	05/09/19	12	High Tech Center DSPTS	Equip-All Other > \$5,000	SEHI COMPUTER PRODUCTS	5,178.45
19-P0057046	05/09/19	12	Family & Consumer Studies	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	446.97
19-P0057048	05/10/19	41	Facility Planning Office	Site Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	6,652.56
19-P0057049	05/10/19	11	Resource Development	Contracted Services	CHARLES W BOWERS MUSEUM CORP.	500.00
19-P0057050	05/13/19	33	EHS Administration	Non-Instructional Supplies	AMAZON COM	130.88
19-P0057051	05/13/19	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	10,677.85
19-P0057052	05/13/19	11	President's Office	Contracted Services	COMMUNITY COLLEGE SEARCH SVCS	5,201.43
19-P0057053	05/13/19	33	EHS Administration	Non-Instructional Supplies	LOCTEK ERGONOMIC	58.98
19-P0057054	05/13/19	11	Resource Development	Contracted Services	PATINA CATERING	3,814.35
19-P0057055	05/14/19	11	Public Affairs/Gov Rel Office	Community/Public Relations	FIESTA UNITED, INC.	500.00
19-P0057056	05/14/19	33	EHS Santa Ana College	Non-Instructional Supplies	AMMEX	1,000.00
19-P0057057	05/14/19	12	High Tech Center DSPTS	Instructional Supplies	B & H PHOTO VIDEO INC	328.39
19-P0057058	05/14/19	12	High Tech Center DSPTS	Instructional Supplies	AMERICAN THERMOFORM CORP	145.29
19-P0057059	05/14/19	12	Learning Support Center	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	26.20
19-P0057060	05/14/19	13	Sci, Math, Health Sci Office	Transportation - Student	AIRPORT VAN RENTAL INC	856.66
19-P0057061	05/14/19	13	Occupational Therapy	Advertising	ONE ZERO DIGITAL MEDIA LLC	163.88
19-P0057062	05/14/19	12	High Tech Center DSPTS	Instructional Supplies	CDW GOVERNMENT INC.	690.82
19-P0057063	05/14/19	12	Academic Affairs Office	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	13,498.14
19-P0057064	05/14/19	12	Biology	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	761.37
19-P0057065	05/14/19	12	Educational Services Office	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	22,400.00
19-P0057066	05/14/19	12	EOPS	Other Exp Paid for Students	SVM LP	14,074.24
19-P0057067	05/14/19	13	Maintenance	Contracted Repair Services	ABBA TERMITE & PEST CONTROL INC	290.00
19-P0057068	05/14/19	11	Central Plant	Contracted Services	ECOLAB EQUIPMENT CARE	2,883.40
19-P0057069	05/14/19	11	International Student Program	Courier/Delivery Services	FEDEX	98.70
19-P0057070	05/14/19	12	EOPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	630.13
19-P0057071	05/14/19	12	Computer Science	Contracted Services	GREGG D. ANDER, LLC	51,000.00
19-P0057072	05/14/19	12	Special Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	680.76

4.20 (8)

Legend: * = Multiple Funds for this P.O.

04/21/19 thru 05/18/19

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0057073	05/14/19	12	EOPS	Advertising	DON BOOKSTORE	1,398.95
19-P0057074	05/14/19	12	Nursing	Instructional Supplies	EMERGENCY MEDICAL PRODUCTS, INC	2,526.06
19-P0057075	05/14/19	11	International Student Program	Online Training Courses	JETZAMINA J. TORRES	768.00
19-P0057076	05/14/19	12	Nursing	Instructional Supplies	POCKET NURSE	2,331.31
19-P0057077	05/14/19	12	Orange Educ Ctr-Instruction	Equip-All Other >\$1,000<\$5,000	POCKET NURSE	3,600.40
19-P0057078	05/14/19	12	Counseling	Food and Food Service Supplies	JAYS CATERING	839.71
19-P0057079	05/14/19	12	Health & Wellness Center	Non-Instructional Supplies	ETR ASSOCIATES	972.84
19-P0057080	05/14/19	12	Outreach	Transportation - Student	ORANGE UNIFIED SCHOOL DISTRICT	550.00
* 19-P0057081	05/14/19	11	Fine & Performing Arts Office	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	1,692.23
* 19-P0057081	05/14/19	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	2,808.12
PO Amt Total for * 19-P0057081:						4,500.35
19-P0057082	05/14/19	12	Communications Studies Instr	Instructional Supplies	B & H PHOTO VIDEO INC	916.34
19-P0057083	05/14/19	12	Outreach	Transportation - Student	PLACENTIA YORBA LINDA	1,872.00
19-P0057084	05/14/19	12	Computer Science	Instructional Supplies	MICRO CENTER	764.67
19-P0057085	05/14/19	12	Health & Wellness Center	Contracted Services	JAIME GOLDFARB	175.00
* 19-P0057086	05/14/19	12	Business	Equip-All Other >\$1,000<\$5,000	QUALITY OFFICE FURNISHINGS INC	61,180.00
* 19-P0057086	05/14/19	13	Maintenance	Contracted Services	QUALITY OFFICE FURNISHINGS INC	4,040.00
PO Amt Total for * 19-P0057086:						65,220.00
19-P0057087	05/14/19	13	Maintenance	Contracted Services	BOYD & ASSOCIATES	1,130.00
19-P0057088	05/14/19	12	Talent Search	Transportation - Student	CERTIFIED TRANSPORTATIONS	922.36
19-P0057089	05/14/19	12	Psychology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	12,075.54
19-P0057090	05/14/19	11	Kinesiology - Admin Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,889.58
19-P0057091	05/15/19	33	EHS Santa Ana College	Non-Instructional Supplies	COSTCO	483.82
19-P0057092	05/15/19	33	EHS Santa Ana College	Non-Instructional Supplies	COSTCO	241.01
19-P0057093	05/15/19	11	Fiscal Services Office	Contracted Services	COOPERATIVE STRATEGIES LLC	8,000.00
19-P0057094	05/15/19	12	Purchasing	Non-Instructional Supplies	THE PRESTWICK GROUP, INC.	4,265.69
19-P0057095	05/15/19	41	Facility Planning Office	Software License and Fees	DABBLEFOX LLC	7,500.00
19-P0057097	05/15/19	43	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	NOVA SOLUTIONS INC	59,215.58
19-P0057098	05/15/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	IRVINE VALLEY AIR CONDITIONING INC	3,871.01
19-P0057099	05/15/19	13	Maintenance	Maint/Oper Service Agreements	KT INDUSTRIES INC	7,936.00
19-P0057100	05/15/19	11	Digital Media Center	Contracted Services	HILLS BROS LOCK & SAFE	1,004.54
19-P0057101	05/15/19	11	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	4,000.00
19-P0057102	05/15/19	12	Computer Science	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	26,117.52
4.20 (9) 19-P0057103	05/15/19	12	EOPS	Transportation - Student	TLC LUXURY LLC	1,500.00
19-P0057104	05/15/19	12	Student Equity	Contracted Services	BAYLON CHRISTOPHER S	262.50
19-P0057105	05/15/19	12	Pathways to Teaching	Inst Dues & Memberships	CERRITOS COLLEGE FOUNDATION	300.00
19-P0057106	05/15/19	12	Counseling	Non-Instructional Supplies	EAGLE GRAPHICS INC	298.66
19-P0057107	05/15/19	11	Maintenance & Operations	Contracted Services	HILLS BROS LOCK & SAFE	308.62
19-P0057108	05/16/19	41	Facility Planning Office	Site Improv - CEQA	LSA ASSOCIATES INC	25,940.00
19-P0057109	05/16/19	41	Facility Planning Office	Bldg Impr - AE Fee	PBK ARCHITECTS, INC.	97,000.00
19-P0057110	05/16/19	11	District Wide Technology	Telephone & Pager Services	T-MOBILE USA INC	357.00
19-P0057111	05/16/19	11	Business Operations' Office	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	600.00

Legend: * = Multiple Funds for this P.O.

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
19-P0057112	05/17/19	12	Career Ed & Work Dev Office	Non-Instructional Supplies	WELLS FARGO BANK	130.01
19-P0057113	05/17/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	SMART & FINAL	300.00
19-P0057114	05/17/19	11	Chancellor's Office	Contracted Services	PRESENCIA, LLC	900.00
19-P0057115	05/17/19	41	Facility Planning Office	Site Improv - Contractor Svcs	ALCORN FENCE COMPANY	1,742.00
19-P0057116	05/17/19	12	Purchasing	Equip-All Other > \$5,000	YALE CHASE	15,393.27
19-P0057117	05/17/19	12	Purchasing	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LONG BEACH	17,274.21
19-P0199524	04/26/19	12	Educational Services Office	Contracted Services	MOUNT SAN ANTONIO COLLEGE	200,000.00
19-P0199525	05/15/19	12	Educational Services Office	Contracted Services	SEQUOIAS COMMUNITY COLLEGE DISTRICT	200,000.00
19-P0199526	04/29/19	12	Educational Services Office	Contracted Services	SANTA BARBARA COMMUNITY COLLEGE DIS	200,000.00
19-P0199527	04/26/19	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	844,071.00
19-P0199528	04/26/19	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE	844,071.00
19-P0199529	05/15/19	12	Educational Services Office	Contracted Services	YOSEMITE COMMUNITY COLLEGE DISTRICT	30,000.00
19-P0199531	05/15/19	12	Educational Services Office	Contracted Services	CERRITOS COMMUNITY COLLEGE DISTRICT	131,000.00
19-P0199532	05/15/19	12	Educational Services Office	Contracted Services	ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT	30,000.00
Grand Total:						\$5,757,979.06

4.20 (10)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF001012	4/22/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$204.30
GM-CAF001013	4/23/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,294.44
GM-CAF001014	4/25/2019	31	SAC Café	General Merchandise	PENS ETC.	\$553.24
GM-CAF001015	4/26/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,673.91
GM-CAF001016	4/24/2019	31	SAC Café	General Merchandise	MELODEE ICE CREAM	\$853.60
GM-CAF001017	4/29/2019	31	SAC Café	General Merchandise	EVERY TABLE, PBC	\$344.30
GM-CAF001018	4/26/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,038.70
GM-CAF001019	4/26/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$837.30
GM-CAF001020	4/29/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$112.86
GM-CAF001021	4/30/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,367.29
GM-CAF001022	5/8/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$2,553.06
GM-CAF001023	5/8/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$3,493.62
GM-CAF001024	5/8/2019	31	SAC Café	General Merchandise	A&E DISTRIBUTION	\$3,642.54
GM-CAF001025	5/14/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,417.21
GM-CAF001026	5/7/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$978.03
GM-CAF001027	5/8/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$218.14
GM-CAF001028	5/10/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$1,597.67
GM-CAF001029	5/13/2019	31	SAC Café	General Merchandise	EVERY TABLE, PBC	\$344.30
GM-CAF001030	5/6/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$273.78
GM-CAF001031	5/13/2019	31	SAC Café	General Merchandise	BARRY'S DISTRIBUTING	\$159.48
GM-CAF001032	5/2/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,396.39
GM-CAF001033	5/3/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,161.90
GM-CAF001034	5/8/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,032.75
GM-CAF001035	5/8/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,317.00
GM-CAF001036	5/14/2019	31	SAC Café	General Merchandise	PENS ETC.	\$108.32
GM-CAF001037	5/15/2019	31	SAC Café	General Merchandise	EVERY TABLE, PBC	\$331.90
GM-CAF001040	5/17/2019	31	SAC Café	General Merchandise	PEPSI COLA CO	\$969.71
GM-CAF001042	5/17/2019	31	SAC Café	General Merchandise	BROWN BAG SANDWICH CO	\$1,964.50
GM-DON002921	4/24/2019	31	SAC Bookstore	General Merchandise	MV SPORT	\$123.00
GM-DON002924	4/24/2019	31	SAC Bookstore	General Merchandise	MV SPORT	\$456.00
GM-DON002927	4/25/2019	31	SAC Bookstore	General Merchandise	PENS ETC.	\$111.21
GM-DON002929	5/13/2019	31	SAC Bookstore	General Merchandise	DESIGN SOURCE USA, INC.	\$9,500.00
GM-DON002930	5/13/2019	31	SAC Bookstore	General Merchandise	DESIGN SOURCE USA, INC.	\$4,940.00
GM-EXPR001691	4/22/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$359.22
GM-EXPR001692	4/25/2019	31	Don Express	General Merchandise	PENS ETC.	\$226.00
GM-EXPR001693	4/26/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$851.85
GM-EXPR001694	4/26/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$855.60

4.20 (11)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-EXPR001695	4/26/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$191.04
GM-EXPR001696	4/26/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,575.22
GM-EXPR001697	4/23/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,243.29
GM-EXPR001698	4/30/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,274.63
GM-EXPR001699	5/8/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$2,195.43
GM-EXPR001701	5/8/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$2,802.07
GM-EXPR001702	5/8/2019	31	Don Express	General Merchandise	A&E DISTRIBUTION	\$3,243.41
GM-EXPR001703	5/14/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,249.05
GM-EXPR001704	5/7/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,040.48
GM-EXPR001705	5/6/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$250.32
GM-EXPR001706	5/2/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,330.60
GM-EXPR001707	5/3/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,144.75
GM-EXPR001708	5/8/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$945.05
GM-EXPR001709	5/8/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,133.50
GM-EXPR001710	5/14/2019	31	Don Express	General Merchandise	PENS ETC.	\$108.32
GM-EXPR001711	5/13/2019	31	Don Express	General Merchandise	BARRY'S DISTRIBUTING	\$220.32
GM-EXPR001712	5/10/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$805.21
GM-EXPR001713	5/14/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$997.46
GM-EXPR001715	5/17/2019	31	Don Express	General Merchandise	PEPSI COLA CO	\$1,124.48
GM-EXPR001716	5/17/2019	31	Don Express	General Merchandise	BROWN BAG SANDWICH CO	\$1,998.09
GM-HAWK003022	4/22/2019	31	SCC Bookstore	General Merchandise	PENS ETC.	\$620.37
GM-HAWK003023	4/22/2019	31	SCC Bookstore	General Merchandise	SULLIVAN, MICHAEL	\$84.82
GM-HAWK003024	4/22/2019	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$178.44
GM-HAWK003025	4/22/2019	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$361.95
GM-HAWK003026	4/22/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$781.44
GM-HAWK003027	4/22/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$568.88
GM-HAWK003028	4/22/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$475.33
GM-HAWK003029	4/22/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$494.00
GM-HAWK003030	4/22/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$801.30
GM-HAWK003031	4/22/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,419.64
GM-HAWK003032	4/23/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$383.50
GM-HAWK003033	4/23/2019	31	SCC Bookstore	General Merchandise	BALLOONS EVERYWHERE	\$374.08
GM-HAWK003034	4/24/2019	31	SCC Bookstore	General Merchandise	EL DORADO TRADING GROUP	\$1,220.10
GM-HAWK003035	4/24/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$138.48
GM-HAWK003036	4/24/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$193.32
GM-HAWK003037	4/24/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$684.69
GM-HAWK003038	4/24/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$583.46

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK003039	4/25/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$309.34
GM-HAWK003040	4/25/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$437.40
GM-HAWK003041	4/26/2019	31	SCC Bookstore	General Merchandise	GRAD AWARDS	\$202.50
GM-HAWK003042	4/29/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$504.50
GM-HAWK003043	4/29/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$256.10
GM-HAWK003044	4/29/2019	31	SCC Bookstore	General Merchandise	SULLIVAN, MICHAEL	\$57.53
GM-HAWK003045	4/29/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$944.80
GM-HAWK003046	4/29/2019	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$143.60
GM-HAWK003047	4/29/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$949.31
GM-HAWK003048	4/29/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$552.65
GM-HAWK003049	4/30/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$100.74
GM-HAWK003050	5/1/2019	31	SCC Bookstore	General Merchandise	HANY WAHBA	\$110.94
GM-HAWK003051	5/1/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$142.08
GM-HAWK003052	5/1/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$765.10
GM-HAWK003053	5/1/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$647.66
GM-HAWK003054	5/2/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$490.42
GM-HAWK003056	5/2/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$520.50
GM-HAWK003057	5/6/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$1,089.44
GM-HAWK003058	5/6/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$1,578.52
GM-HAWK003059	5/6/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,214.74
GM-HAWK003060	5/6/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,539.12
GM-HAWK003061	5/6/2019	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$144.96
GM-HAWK003062	5/7/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$316.32
GM-HAWK003063	5/7/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$202.97
GM-HAWK003064	5/7/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$136.38
GM-HAWK003065	5/7/2019	31	SCC Bookstore	General Merchandise	OURAY SPORTSWEAR BY SCI	\$1,097.50
GM-HAWK003066	5/8/2019	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$222.02
GM-HAWK003067	5/8/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$522.50
GM-HAWK003068	5/8/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$88.20
GM-HAWK003069	5/8/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$573.98
GM-HAWK003070	5/8/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$541.69
GM-HAWK003071	5/9/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$478.87
GM-HAWK003072	5/9/2019	31	SCC Bookstore	General Merchandise	BROWN BAG SANDWICH CO	\$296.41
GM-HAWK003073	5/13/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$849.29
GM-HAWK003074	5/13/2019	31	SCC Bookstore	General Merchandise	A&E DISTRIBUTION	\$818.39
GM-HAWK003075	5/13/2019	31	SCC Bookstore	General Merchandise	HANY WAHBA	\$167.70
GM-HAWK003076	5/13/2019	31	SCC Bookstore	General Merchandise	DA LUAU HAWAIIAN GRILL	\$490.00

4.20 (13)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK003077	5/13/2019	31	SCC Bookstore	General Merchandise	SULLIVAN, MICHAEL	\$54.12
GM-HAWK003078	5/13/2019	31	SCC Bookstore	General Merchandise	THE DRIP	\$535.00
GM-HAWK003079	5/13/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$1,389.65
GM-HAWK003080	5/13/2019	31	SCC Bookstore	General Merchandise	PEPSI COLA CO	\$776.33
GM-HAWK003081	5/14/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$147.12
GM-HAWK003082	5/15/2019	31	SCC Bookstore	General Merchandise	BARRY'S DISTRIBUTING	\$47.70
GM-HAWK003083	5/15/2019	31	SCC Bookstore	General Merchandise	MW FOOD DISTRIBUTION	\$186.56
GM-HAWK003084	5/15/2019	31	SCC Bookstore	General Merchandise	HYDRO FLASK	\$1,020.00
GM-HAWK003085	5/16/2019	31	SCC Bookstore	General Merchandise	HYDRO FLASK	\$5,486.00
TX-CEC000562	4/25/2019	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$4,935.00
TX-CEC000563	4/25/2019	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$2,218.00
TX-CEC000564	4/25/2019	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$3,448.85
TX-CEC000565	4/25/2019	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$3,243.00
TX-CEC000566	4/25/2019	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$648.00
TX-CEC000567	4/25/2019	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$2,218.00
TX-CEC000568	4/25/2019	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$972.00
TX-CEC000569	4/25/2019	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$3,576.30
TX-CEC000570	5/2/2019	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$419.85
TX-CEC000571	5/8/2019	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$660.00
TX-CEC000572	5/8/2019	31	CEC Bookstore	Textbook	PEARSON EDUCATION	\$2,681.60
TX-CEC000573	5/9/2019	31	CEC Bookstore	Textbook	OXFORD UNIVERSITY PRESS	\$3,168.00
TX-CEC000574	5/13/2019	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$660.00
TX-CEC000575	5/13/2019	31	CEC Bookstore	Textbook	CENGAGE LEARNING	\$847.50
TX-CEC000576	5/13/2019	31	CEC Bookstore	Textbook	CAMBRIDGE UNIVERSITY PRES	\$1,269.00
TX-DON005714	4/22/2019	31	SAC Bookstore	Textbook	University Readers	\$374.75
TX-DON005715	4/22/2019	31	SAC Bookstore	Textbook	KJOS MUSIC CO	\$76.56
TX-DON005716	4/23/2019	31	SAC Bookstore	Textbook	GOODHEART-WILLCOX CO.,INC	\$224.91
TX-DON005717	4/23/2019	31	SAC Bookstore	Textbook	NEBRASKA BOOK COMPANY	\$309.89
TX-DON005719	4/30/2019	31	SAC Bookstore	Textbook	PEARSON EDUCATION	\$1,070.40
TX-HAWK004310	4/26/2019	31	SCC Bookstore	Textbook	CENGAGE LEARNING	\$937.50
TX-HAWK004311	5/6/2019	31	SCC Bookstore	Textbook	INGRAM PUBLISHING SERVICES	\$125.70
Grand Total:						\$146,131.10

4.20 (14)

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvst
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

4.20 (15)

Legend: * = Multiple Funds for this P.O.

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Environment: Production

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 21, 2019 THROUGH MAY 18, 2019
BOARD MEETING OF JUNE 17, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0056747	\$23,495.00	UPS setup and start up at 21 controllers throughout Santa Ana College	SAC- Maintenance	Received Quotations: *1. Climatec 2. Enviser *Successful Bidder
19-P0056750	\$129,177.54	Purchase of blue phones, light tower, solar powered and mass notification speaker system including labor, commissioning, programming and testing for Santa Ana College	DO- Facility Planning	Purchased from the California Multiple Award Schedule (CMAS) contract #3-17-70-3480 Board Approved: September 10, 2018
19-P0056751	\$218,890.80	Purchase of blue phones, light tower, solar powered and mass notification speaker system including labor, commissioning, programming and testing for Santiago Canyon College	DO- Facility Planning	Purchased from the California Multiple Award Schedule (CMAS) contract #3-17-70-3480 Board Approved: September 10, 2018
19-P0056757	\$34,226.96	Desktop computers, displays and extended warranties for B-106 computer classroom at Santiago Canyon College	SCC- Business	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
19-P0056760	\$21,244.33	Desktop computers, displays and extended warranties for B-104 computer classroom at Santiago Canyon College	SCC- Business	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
19-P0056777	\$31,681.72	Annual maintenance of parkways at Santiago Canyon College	SCC- Admin Services	Board Approved: June 25, 2007

4.20 (16)

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 21, 2019 THROUGH MAY 18, 2019
BOARD MEETING OF JUNE 17, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0056800	\$23,975.00	Geotechnical consulting services for the Safety Department portable offices at Santiago Canyon College	DO- Facility Planning	Board Approved: April 16, 2019
19-P0056804	\$45,837.00	Materials testing and special inspection services for the Safety Department portable offices at Santiago Canyon College	DO- Facility Planning	Board Approved: April 16, 2019
19-P0056811	\$17,480.00	Cisco phones to be deployed at Santa Ana College	DO- ITS	Received Quotations: *1. Cxtec 2. Curvature *Successful Bidder
19-P0056833	\$200,000.00	Implementation of a 12-month marketing campaign for Rancho Santiago Adult Education Consortium	SCC- OEC	Board Approved: March 11, 2019
19-P0056849	\$88,976.00	Project inspector services for the Safety Department portable offices at Santiago Canyon College	DO- Facility Planning	Board Approved: April 16, 2019
19-P0056863	\$839,000.00	Safety Department portable offices installation and site utility improvements at Santiago Canyon College	DO- Facility Planning	Bid #1364 Board Approved: April 16, 2019
19-P0056899	\$15,470.00	Testing, inspection, technical support and software services for the Energy Management & Controls System at Santiago Canyon College	SCC- Admin Services	Manufacturer has identified this vendor as the sole authorized dealer for Southern California

4.20 (17)

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 21, 2019 THROUGH MAY 18, 2019
BOARD MEETING OF JUNE 17, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0056912	\$28,621.80	Two 2019 Taylor Dunn electric burden carriers for Santiago Canyon College's new grounds department	DO- Facility Planning	Received Quotations: *1. Yale Chase 2. Cart Mart *Successful Bidder
19-P0056914	\$82,952.21	Projectors for campus-wide distribution at Santa Ana College	SAC- ITS	Received Quotations: *1. Troxell 2. Golden Star Technologies *Successful Bidder
19-P0056920	\$15,850.87	2019 Taylor Dunn electric burden carrier for Santiago Canyon College	DO- Facility Planning	Received Quotations: *1. Yale Chase 2. Cart Mart *Successful Bidder
19-P0056934	\$22,793.77	Speakers, microphones and accessories for Santa Ana College Media Systems	SAC- Admin Services	Received Quotations: *1. Sweetwater Sound 2. Pro Sound and State Lighting *Successful Bidder
19-P0056940	\$26,200.00	Consulting services for door access control system pilot study at the District Operations Center	DO- Facility Planning	Board Approved: April 29, 2019
19-P0056942	\$21,000.00	Replacement of two existing drinking fountains with ADA compliant drinking fountains at the District Operations Center	DO- Facility Planning	Received Quotations: *1. R.T. Contractor Corp. 2. De La Torre Commercial Interiors, Inc. *Successful Bidder
19-P0056952	\$36,250.00	Supply vouchers for EOPS students for Fall 2019	SAC- EOPS	Requisition approved by Christine Leon on April 18, 2019

4.20 (18)

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 21, 2019 THROUGH MAY 18, 2019
BOARD MEETING OF JUNE 17, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0056953	\$45,750.00	Book vouchers for EOPS students for Summer 2019	SAC- EOPS	Requisition approved by Christine Leon on April 18, 2019
19-P0056954	\$104,679.00	Book vouchers for EOPS students for 2018/19 academic year	SAC- EOPS	Requisition approved by Christine Leon on April 18, 2019
19-P0056958	\$27,801.66	Student supplies to be distributed to EOPS students in Fall 2019	SAC- EOPS	Requisition approved by Christine Leon on April 18, 2019
19-P0056985	\$18,570.00	Tree grate barrier removal project at Santiago Canyon College	DO- Facility Planning	Received Quotations: *1. Newbuild Construction & Restoration 2. Golden Gate Construction *Successful Bidder
19-P0056986	\$24,900.00	Cable railing at U portables barrier removal project at Santiago Canyon College	DO- Facility Planning	Received Quotations: *1. Newbuild Construction & Restoration *Successful Bidder -Five vendors solicited
19-P0056988	\$25,553.58	Hand dryers and paper towel dispensers for barrier removal project at Santiago Canyon College	DO- Facility Planning	Received Quotations: *1. Saddleback Construction Specialties 2. AJ Construction Specialties, Inc. *Successful Bidder
19-P0057011	\$15,009.59	Tables for Santiago Canyon College	SCC- Business	Purchased from the California Multiple Award Schedule (CMAS) contract #4-09-71-0075B Board Approved: June 19, 2014

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 21, 2019 THROUGH MAY 18, 2019
BOARD MEETING OF JUNE 17, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0057065	\$22,400.00	Consulting services for budget allocation model under the Student Centered Funding Formula	DO- Educational Services	Board Approved: September 24, 2018
19-P0057071	\$51,000.00	Coordination of the statewide automation and control system activity with regard to program, curriculum, and professional development	SCC- Business	Board Approved: March 25, 2019
19-P0057086	\$65,220.00	Computer desks for B-106 classroom at Santiago Canyon College	SCC- Business	Received Quotations: *1. Quality Office Furnishings 2. Culver Newlin *Successful Bidder
19-P0057097	\$59,215.58	Sit-stand A/V lecterns with shelving for the Santa Ana College Science Center	DO- Facility Planning	Purchased from the California Multiple Award Schedule (CMAS) contract #GS-28F-0026W Board Approved: April 16, 2019
19-P0057102	\$26,117.52	Laptop computers, warranties and storage cart for Santa Ana College Business	SAC- Business	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015
19-P0057108	\$25,940.00	Traffic circulation analysis for the campus entrance improvement project at Santiago Canyon College	DO- Facility Planning	Board Approved: May 13, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 21, 2019 THROUGH MAY 18, 2019
BOARD MEETING OF JUNE 17, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0057109	\$97,000.00	Architectural engineering consultant services for the barrier removal-restroom remodel project at the Nealley Library at Santa Ana College	DO- Facility Planning	Board Approved: May 13, 2019
19-P0057116	\$15,393.27	2018 Taylor Dunn burden carrier for the Orange County Sheriff's Training Regional Academy through the CalRecycle grant	DO- Purchasing	Board Approved: July 18, 2016
19-P0057117	\$17,274.21	Recycle/waste stations for Santiago Canyon College through the CalRecycle grant	DO- Purchasing	Board Approved: July 18, 2016
19-P0199524	\$200,000.00	Sub-agreement with Mount San Antonio CCD on behalf of Mount San Antonio College to host the Los Angeles and Orange County region Deputy Sector Navigator for Health	DO- Resource Development	Board Approved: March 25, 2019
19-P0199525	\$200,000.00	Sub-agreement with Sequoias CCD on behalf of College of the Sequoias to host the Central Valley/Mother Lode region Deputy Sector Navigator for Advanced Manufacturing	DO- Resource Development	Board Approved: March 25, 2019
19-P0199526	\$200,000.00	Sub-agreement with Santa Barbara CCD to host the Los Angeles and Orange County region Deputy Sector Navigator for Global Trade	DO- Resource Development	Board Approved: February 4, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 21, 2019 THROUGH MAY 18, 2019
BOARD MEETING OF JUNE 17, 2019**

P.O. #	Amount	Description	Department	Comment
19-P0199527	\$844,071.00	Sub-agreement with Los Angeles CCD on behalf of West Los Angeles College to implement Round 3 of the Strong Workforce Program	DO- Resource Development	Board Approved: February 27, 2017
19-P0199528	\$844,071.00	Sub-agreement with Los Angeles CCD on behalf of West Los Angeles College to implement Round 2 of the Strong Workforce Program	DO- Resource Development	Board Approved: February 27, 2017
19-P0199529	\$30,000.00	Sub-agreement with Yosemite CCD on behalf of Modesto Junior College to participate in an Industry Sector Projects in Common (ISPIC) for Agriculture, Water and Environmental Technologies	DO- Resource Development	Board Approved: February 25, 2019
19-P0199531	\$131,000.00	Sub-agreement with Cerritos CCD to participate in an Industry Sector Projects in Common (ISPIC) for Advanced Transportation and Logistics	DO- Resource Development	Board Approved: February 25, 2019
19-P0199532	\$30,000.00	Sub-agreement with Allan Hancock Joint CCD on behalf of Allan Hancock College to participate in an Industry Sector Projects in Common (ISPIC) for Agriculture, Water and Environmental Technologies	DO- Resource Development	Board Approved: February 25, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: June 17, 2019
Re: Approval of Resource Development Item	
Action: Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed.

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Strong Workforce Program – Regional Share (District) Funds from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division for RSCCD to serve as the Fiscal Agent. Project funds will be utilized to improve the quality and increase the quantity of career technical education programs in response to regional labor market needs and to achieve successful workforce outcomes leading to high-demand, high wage jobs. As the Fiscal Agent, RSCCD will develop sub-agreements, provide guidance and implement procedures, maintain tracking systems and timelines, and collaborate with the Regional Consortia for disbursement of Strong Workforce Program funds to districts within the Los Angeles/Orange County regions. (18/19). <i>No match required.</i>	9/12/2018	\$30,503,761

RECOMMENDATION

It is recommended that the Board approve the item and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$30,503,761	Board Date: June 17, 2019
Item Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2183
NAME: Strong Workforce Program - Regional Share (District)
FISCAL YEAR 2018/2019

CONTRACT PERIOD: 07/01/2018 - 12/31/2020
 CONTRACT AWARD: \$25,806,089
 Augmentation (Incentive Funds) \$4,697,672
 Total FY 18/19 \$30,503,761

PROJ ADM: Enrique Perez
 PROJ DIR: Esther Landin
 Date: 06/05/2019

PRIME SPONSOR: California Community Colleges Chancellor's Office
 FISCAL AGENT: Rancho Santiago CCD
 PRIME AWARD #: Categorical Apportionment

		New Budget	
GL Account String	Description	Debit	Credit
SANTA ANA COLLEGE			
12_2183_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		574,977
Project Name: Data Specialist Pathway Creation Project			
12-2183-070200-15140-1483	Beyond Contr - Reassigned Time : Computer Science Meeting Stupeds (4 meetings, 2 faculty per college @ \$500 each meeting) \$4,000 Curriculum Development Stipends \$3,000 Open Education Resource Dev. Stipends \$4,500 Substitutes - to cover classes for faculty meeting attendance \$2,500	14,000	
12-2183-070200-15140-3115	STRS - Non-Instructional : Computer Science	1,767	
12-2183-070200-15140-3325	Medicare - Non-Instructional : Computer Science	203	
12-2183-070200-15140-3435	H & W - Retiree Fund Non-Inst : Computer Science	508	
12-2183-070200-15140-3515	SUI - Non-Instructional : Computer Science	7	
12-2183-070200-15140-3615	WCI - Non-Instructional : Computer Science	315	
12-2183-070200-15140-5220	Mileage/Parking Expenses : Computer Science	400	
Sub-total SAC Data Specialist Pathway Creation Project		17,200	
Project Name: Cross-Regional Project - Los Angeles' ProGTL			
12_2183_602000_15160_1483	Beyond Contr - Reassigned Time : International Busi Curriculum Development	7,000	
12_2183_602000_15160_3115	STRS - Non-Instructional : International Busi	1,010	
12_2183_602000_15160_3325	Medicare - Non-Instructional : International	102	
12_2183_602000_15160_3435	H & W - Retiree Fund Non-Inst : International	254	
12_2183_602000_15160_3515	SUI - Non-Instructional : International Busin	4	
12_2183_602000_15160_3615	WCI - Non-Instructional : International Busin	158	
12_2183_619000_15160_1480	Part-Time Reassigned Time : International Business Program facilitation	12,500	
12_2183_619000_15160_1483	Beyond Contr - Reassigned Time : International Busi Program facilitation	10,059	
12-2183-619000-15160-1485	Int/Sum - Reassigned Time,	2,441	
12_2183_619000_15160_3115	STRS - Non-Instructional : International Busi	3,608	
12_2183_619000_15160_3325	Medicare - Non-Instructional : International	363	
12_2183_619000_15160_3435	H & W - Retiree Fund Non-Inst : International	908	
12_2183_619000_15160_3515	SUI - Non-Instructional : International Busin	13	
12_2183_619000_15160_3615	WCI - Non-Instructional : International Busin	563	
12_2183_619000_15160_4210	Books, Mags & Subscrip-Non-Lib : Internationa	1,500	
12_2183_619000_15160_4610	Non-Instructional Supplies : International Bu	1,500	
12_2183_619000_15160_5100	Contracted Services : International Business Web development, marketing support	10,500	
12_2183_619000_15160_5220	Mileage/Parking Expenses : International Busi	357	
12_2183_619000_15160_5940	Reproduction/Printing Expenses : Internationa	500	
12-2183-675000-15160-5210	Conference Expenses : Inter	7,500	
Sub-total SAC Cross-Regional Project ProGTL		60,840	
Project Name: Career Technical Education Marketing			
12_2183_619000_15205_5100	Contracted Services : Career Ed & Work Dev	30,000	
12_2183_619000_15205_5800	Advertising : Career Ed & Work Dev	10,000	
12_2183_619000_15205_5490	Reproduction/Printing Expenses : Career Ed & Work Dev	7,296	
Sub-total SAC CTE MarketingSub-total		47,296	

SPECIAL PROJECT DETAILED BUDGET #2183
NAME: Strong Workforce Program - Regional Share (District)
FISCAL YEAR 2018/2019

CONTRACT PERIOD: 07/01/2018 - 12/31/2020

CONTRACT AWARD: \$25,806,089

Augmentation (Incentive Funds) **\$4,697,672**

Total FY 18/19 \$30,503,761

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

PROJ ADM: Enrique Perez

PROJ DIR: Esther Landin

Date: 06/05/2019

		New Budget	
GL Account String	Description	Debit	Credit
Project Name: Drone Project			
12-2183-602000-15120-1483	Beyond Contr - Reassigned Time : Business Applications & Tech	2,500	
12-2183-602000-15120-1484	Int/Sum Beynd Contr-Reassigned : Business Applications & Tech	2,500	
12-2183-602000-15120-3115	STRS - Non-Instructional : Business Applications & Tech	814	
12-2183-602000-15120-3325	Medicare - Non-Instructional : Business Applications & Tech	73	
12-2183-602000-15120-3435	H & W - Retiree Fund Non-Inst : Business Applications & Tech	181	
12-2183-602000-15120-3515	SUI - Non-Instructional : Business Applications & Tech	2	
12-2183-602000-15120-3615	WCI - Non-Instructional : Business Applications & Tech	113	
12-2183-051400-15120-4310	Instructional Supplies : Business Applications & Tech	1,908	
12-2183-675000-15120-5210	Conference Expense : Business Applications & Tech	2,500	
12-2183-051400-15120-6410	Equip-All Other >\$1,000<\$5,000 : Business Applications & Tech	15,409	
12-2183-602000-15170-1483	Beyond Contr - Reassigned Time : Business Applications & Tech	2,500	
12-2183-602000-15170-1484	Int/Sum Beynd Contr-Reassigned : Business Applications & Tech	2,500	
12-2183-602000-15170-3115	STRS - Non-Instructional : Business Applications & Tech	814	
12-2183-602000-15170-3325	Medicare - Non-Instructional : Business Applications & Tech	73	
12-2183-602000-15170-3435	H & W - Retiree Fund Non-Inst : Business Applications & Tech	181	
12-2183-602000-15170-3515	SUI - Non-Instructional : Business Applications & Tech	2	
12-2183-602000-15170-3615	WCI - Non-Instructional : Business Applications & Tech	113	
12-2183-050900-15170-4310	Instructional Supplies : Business Applications & Tech	1,908	
12-2183-675000-15170-5210	Conference Expense : Business Applications & Tech	2,500	
12-2183-050900-15170-6410	Equip-All Other >\$1,000<\$5,000 : Business Applications & Tech	15,409	
12-2183-602000-15552-1483	Beyond Contr - Reassigned Time : Television (TV/Film/Video)	2,500	
12-2183-602000-15552-1484	Int/Sum Beynd Contr-Reassigned : Television (TV/Film/Video)	2,500	
12-2183-602000-15552-3115	STRS - Non-Instructional : Television (TV/Film/Video)	814	
12-2183-602000-15552-3325	Medicare - Non-Instructional : Television (TV/Film/Video)	73	
12-2183-602000-15552-3435	H & W - Retiree Fund Non-Inst : Television (TV/Film/Video)	181	
12-2183-602000-15552-3515	SUI - Non-Instructional : Television (TV/Film/Video)	2	
12-2183-602000-15552-3615	WCI - Non-Instructional : Television (TV/Film/Video)	113	
12-2183-060400-15552-6410	Equip-All Other >\$1,000<\$5,000 : Television (TV/Film/Video)	35,747	
12-2183-675000-15552-5215	Online Training Courses : Television (TV/Film/Video)	2,900	
12-2183-602000-15755-1483	Beyond Contr - Reassigned Time : Business Applications & Tech	10,000	
12-2183-602000-15755-1484	Int/Sum Beynd Contr-Reassigned : Business Applications & Tech	10,000	
12-2183-602000-15755-3115	STRS - Non-Instructional : Business Applications & Tech	3,256	
12-2183-602000-15755-3325	Medicare - Non-Instructional : Business Applications & Tech	290	
12-2183-602000-15755-3435	H & W - Retiree Fund Non-Inst : Business Applications & Tech	726	
12-2183-602000-15755-3515	SUI - Non-Instructional : Business Applications & Tech	10	
12-2183-602000-15755-3615	WCI - Non-Instructional : Business Applications & Tech	450	
12-2183-095600-15755-4310	Instructional Supplies : Business Applications & Tech	1,130	
12-2183-675000-15755-5210	Conference Expense : Business Applications & Tech	2,908	
12-2183-095600-15755-6410	Equip-All Other >\$1,000<\$5,000 : Business Applications & Tech	38,400	
Sub-total SAC Drone Project		164,000	
Project Name: OC Careers in Education Pathway Collaborative - *Benefit costs for Education Futures #2240 need to be transferred to SWP #2183			
12_2183_631000_15330_1483	Beyond Contr - Reassigned Time : Center for Teacher Fall: \$35.97/hr. x 36 hrs./LHE x 2 LHE (FA18, FA19) Spring: \$35.97/hr. x 36 hrs./LHE x 2 LHE (SP18, SP19)	5,381	

SPECIAL PROJECT DETAILED BUDGET #2183
NAME: Strong Workforce Program - Regional Share (District)
FISCAL YEAR 2018/2019

CONTRACT PERIOD: 07/01/2018 - 12/31/2020
 CONTRACT AWARD: \$25,806,089
 Augmentation (Incentive Funds) **\$4,697,672**
 Total FY 18/19 \$30,503,761

PROJ ADM: Enrique Perez
 PROJ DIR: Esther Landin
 Date: 06/05/2019

PRIME SPONSOR: California Community Colleges Chancellor's Office
 FISCAL AGENT: Rancho Santiago CCD
 PRIME AWARD #: Categorical Apportionment

GL Account String	Description	New Budget	
		Debit	Credit
12_2183_631000_15330_1484	Int/Sum Beynd Contr-Reassigned : Center for Teacher Summer: \$49.47/hr. x 36 hrs./LHE x 2 LHE (SU18, SU19)	3,700	
12_2183_631000_15330_3115	STRS - Non-Instructional : Center for Teacher	1,556	
12_2183_631000_15330_3325	Medicare - Non-Instructional : Center for Tea	132	
12_2183_631000_15330_3435	H & W - Retiree Fund Non-Inst : Center for Te	386	
12_2183_631000_15330_3515	SUI - Non-Instructional : Center for Teacher	5	
12_2183_631000_15330_3615	WCI - Non-Instructional : Center for Teacher	136	
12_2183_647000_15330_2340	Student Assistants - Hourly : Center for Teacher Ed (2) Student Assistants (CFTE/Service Learning Center) \$12.25/hr. x 20 hrs./wk. x 16 wks./semester x 1 sem.	16,680	
12_2183_647000_15330_3435	H & W - Retiree Fund Non-Inst : Center for Te	605	
12_2183_647000_15330_3615	WCI - Non-Instructional : Center for Teacher	375	
12_2183_649000_15330_2130	Classified Employees : Center for Teacher Education Sara Coney, Student Svs. Coord. (100%)	66,556	
12_2183_649000_15330_3215	PERS - Non-Instructional : Center for Teacher	13,777	
12_2183_649000_15330_3315	OASDHI - Non-Instructional : Center for Teach	4,219	
12_2183_649000_15330_3325	Medicare - Non-Instructional : Center for Tea	987	
12_2183_649000_15330_3415	H & W - Non-Instructional : Center for Teache	17,131	
12_2183_649000_15330_3435	H & W - Retiree Fund Non-Inst : Center for Te	2,892	
12_2183_649000_15330_3515	SUI - Non-Instructional : Center for Teacher	34	
12_2183_649000_15330_3615	WCI - Non-Instructional : Center for Teacher	1,021	
12_2183_649000_15330_3915	Other Benefits - Non-Instruct : Center for Te	1,500	
12_2183_649000_15330_4210	Books, Mags & Subscrip-Non-Lib : Center for Teacher Textbooks (Loan Program for Students and class sets for Dual Enrollment courses)	11,000	
12_2183_649000_15330_4610	Non-Instructional Supplies : Center for Teach Annual Road to Teaching Conference @ \$4,000 General Office Supplies \$500	4,500	
12_2183_649000_15330_4710	Food and Food Service Supplies : Center for T	3,500	
12_2183_649000_15330_5100	Contracted Services : Center for Teacher Educ CBEST Study Circles Facilitators \$1,600/semester	3,200	
12_2183_649000_15330_5966	Transportation - Student : Center for Teacher	1,200	
12_2183_732000_15330_7670	Other Exp Paid for Students : Center for Teacher Ed Printer cards for students \$10/ea. x 50 students x 1 sem. Bus passes/gas cards for students \$750 x 1 sem. Health fee for HS students (dual enrolled students) \$21 each x 50 students x 1 sem.	5,600	
	Sub-total SAC OC Careers in Education Pathway	166,073	
Project Name: Biotechnology Consortia Orange County Collaborative			
12_2183_043000_16410_4310	Instructional Supplies : Biology	8,000	
12_2183_043000_16410_5940	Reproduction/Printing Expenses : Biology	1,000	
12_2183_647000_16410_2420	Inst Assistant - Hourly : Biology	15,597	
12_2183_647000_16410_2130	Classified Employees : Biology Job Developer, (12-3) (100%)	44,491	
12_2183_647000_16410_3215	PERS - Non-Instructional : Biology	9,332	
12_2183_647000_16410_3315	OASDHI - Non-Instructional : Biology	3,818	
12_2183_647000_16410_3325	Medicare - Non-Instructional : Biology	893	

SPECIAL PROJECT DETAILED BUDGET #2183
NAME: Strong Workforce Program - Regional Share (District)
FISCAL YEAR 2018/2019

CONTRACT PERIOD: 07/01/2018 - 12/31/2020

CONTRACT AWARD: \$25,806,089

Augmentation (Incentive Funds) **\$4,697,672**

Total FY 18/19 \$30,503,761

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

PROJ ADM: Enrique Perez

PROJ DIR: Esther Landin

Date: 06/05/2019

		New Budget	
GL Account String	Description	Debit	Credit
12_2183_647000_16410_3415	H & W - Non-Instructional : Biology	31,284	
12_2183_647000_16410_3435	H & W - Retiree Fund Non-Inst : Biology	2,236	
12_2183_647000_16410_3515	SUI - Non-Instructional : Biology	31	
12_2183_647000_16410_3615	WCI - Non-Instructional : Biology	1,386	
12_2183_647000_16410_3915	Other Benefits - Non-Instruct : Biology	1,500	
	Sub-total SAC Biotech Consortia OC Collaborative	119,568	
	TOTAL - SANTA ANA COLLEGE	574,977	574,977
SANTIAGO CANYON COLLEGE			
12_2183_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		1,279,250
Project Name: Early College Pathways Scale Up			
12-2183-619000-25051-2110	Classified Management : Aca E. Cuellar # 1028371	90,923	
12-2183-619000-25051-3215	PERS - Non-Instructional :	16,423	
12-2183-619000-25051-3315	OASDHI - Non-Instructional	5,794	
12-2183-619000-25051-3325	Medicare - Non-Instructiona	1,355	
12-2183-619000-25051-3415	H & W - Non-Instructional :	23,141	
12-2183-619000-25051-3435	H & W - Retiree Fund Non-In	3,392	
12-2183-619000-25051-3515	SUI - Non-Instructional : A	47	
12-2183-619000-25051-3615	WCI - Non-Instructional : A	2,103	
12-2183-619000-25051-3915	Other Benefits - Non-Instru	2,530	
12-2183-619000-25051-5220	Mileage/Parking Expenses :	3,004	
12-2183-619000-25051-6410	Equip-All Other >\$1,000<\$5,	0	
12-2183-675000-25051-5210	Conference Expenses : Acade	1,288	
	Sub-total SCC Early College Pathways Scale Up	150,000	
Project Name: Automation Pathways			
12_2183_601000_25124_4610	Non-Instructional Supplies : Computer Science	907	
12_2183_601000_25124_4710	Food and Food Service Supplies : Computer Science	1,500	
12_2183_602000_25124_1480	Part-Time Reassigned Time : Computer Science Curriculum Development - T. Garbis	5,000	
12_2183_602000_25124_3115	STRS - Non-Instructional : Computer Science	722	
12_2183_602000_25124_3325	Medicare - Non-Instructional : Computer Science	73	
12_2183_602000_25124_3435	H & W - Retiree Fund Non-Inst : Computer Science	182	
12_2183_602000_25124_3515	SUI - Non-Instructional : Computer Science	3	
12_2183_602000_25124_3615	WCI - Non-Instructional : Computer Science	113	
12_2183_619000_25124_5100	Contracted Services : Computer Science Automation/Control Systems Symposium	15,000	
12_2183_619000_25124_5800	Advertising : Computer Science	2,000	
12_2183_619000_25124_6410	Equip-All Other >\$1,000<\$5,000 : Computer Science Automation lab equipment	15,000	
12_2183_710000_25124_6200	Building Improvements : Computer Science Automation lab makeover	10,000	
12_2183_675000_25124_5210	Conference Expenses : Computer Science	5,000	
	Contracted Services : Computer Science Vital Link - Symposium Consultants \$37,500 Advisory Board Consultant - G. Ander \$52,000 Project Manager Consultant - T. Schmidt \$60,000	149,500	
12_2183_679000_25124_5100			
	Sub-total SCC Automation Pathways	205,000	
Project Name: Biotechnology Consortium			

SPECIAL PROJECT DETAILED BUDGET #2183
NAME: Strong Workforce Program - Regional Share (District)
FISCAL YEAR 2018/2019

CONTRACT PERIOD: 07/01/2018 - 12/31/2020

CONTRACT AWARD: \$25,806,089

Augmentation (Incentive Funds) **\$4,697,672**

Total FY 18/19 \$30,503,761

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

PROJ ADM: Enrique Perez

PROJ DIR: Esther Landin

Date: 06/05/2019

		New Budget	
GL Account String	Description	Debit	Credit
12_2183_043000_25162_1310	Part-Time Instructors : Biology	35,000	
12_2183_043000_25162_3111	STRS - Instructional : Biology	5,051	
12_2183_043000_25162_3321	Medicare - Instructional : Biology	508	
12_2183_043000_25162_3431	H & W - Retiree Fund Inst : Biology	1,271	
12_2183_043000_25162_3511	SUI - Instructional : Biology	18	
12_2183_043000_25162_3611	WCI - Instructional : Biology	788	
12_2183_043000_25162_4310	Instructional Supplies : Bi	500	
12_2183_619000_25162_4610	Non-Instructional Supplies : Biology	5,000	
12_2183_619000_25162_4710	Food and Food Service Supplies : Biology	1,387	
12_2183_619000_25162_5100	Contracted Services : Biology	215,069	
12_2183_619000_25162_5800	Advertising : Biology	5,000	
12_2183_619000_25162_5940	Reproduction/Printing Expenses : Biology	5,000	
12_2183_619000_25162_6410	Equip-All Other >\$1,000<\$5,000 : Biology	37,620	
12_2183_647000_25162_2340	Student Assistants - Hourly : Biology	25,000	
12_2183_647000_25162_3435	H & W - Retiree Fund Non-Inst : Biology	908	
12_2183_647000_25162_3615	WCI - Non-Instructional : Biology	562	
12_2183_675000_25162_1483	Beyond Contr - Reassigned Time : Biology	15,000	
12_2183_675000_25162_3115	STRS - Non-Instructional : Biology	2,165	
12_2183_675000_25162_3325	Medicare - Non-Instructional : Biology	218	
12_2183_675000_25162_3435	H & W - Retiree Fund Non-Inst : Biology	545	
12_2183_675000_25162_3515	SUI - Non-Instructional : Biology	8	
12_2183_675000_25162_3615	WCI - Non-Instructional : Biology	338	
12_2183_675000_25162_5210	Conference Expenses : Biology	10,000	
12_2183_675000_25162_5210	Conference Expenses : Biology	613	
	Sub-total SCC Biotechnology Consortium	367,569	
Project Name: OC Careers in Education Pathway Collaborative - *Benefit costs for Education Futures #2240 need to be transferred to SWP #2183			
12_2183_080100_29345_4310	Instructional Supplies : Pathways to Teaching	1,000	
12_2183_619000_29345_1430	Part-Time Counselors : Pathways to Teaching	42,265	
12_2183_619000_29345_1433	Beyond Contract - Counselors : Pathways to Teaching	14,434	
12_2183_619000_29345_1434	Int/Sum Beyond Contr-Counselor : Pathways to Teach	13,705	
12_2183_619000_29345_1435	Int/Sum - Counselors,Part-Time : Pathways to Teach	10,566	
12_2183_619000_29345_3115	STRS - Non-Instructional : Pathways to Teach	13,182	
12_2183_619000_29345_3325	Medicare - Non-Instructional : Pathways to Te	1,174	
12_2183_619000_29345_3435	H & W - Retiree Fund Non-Inst : Pathways to T	2,939	
12_2183_619000_29345_3515	SUI - Non-Instructional : Pathways to Teachin	40	
12_2183_619000_29345_3615	WCI - Non-Instructional : P	1,822	
12_2183_649000_29345_2130	Classified Employees : Pathways to Teaching	81,721	
	Student Services Coordinator 100% - V. Hurtado		
12_2183_649000_29345_3215	PERS - Non-Instructional : Pathways to Teach	14,760	
12_2183_649000_29345_3315	OASDHI - Non-Instructional : Pathways to Teac	5,067	
12_2183_649000_29345_3325	Medicare - Non-Instructional : Pathways to Te	1,185	
12_2183_649000_29345_3415	H & W - Non-Instructional : Pathways to Teach	26,658	
12_2183_649000_29345_3435	H & W - Retiree Fund Non-Inst : Pathways to T	2,966	
12_2183_649000_29345_3515	SUI - Non-Instructional : Pathways to Teachin	41	
12_2183_649000_29345_3615	WCI - Non-Instructional : Pathways to Teachin	1,839	
12_2183_649000_29345_3915	Other Benefits - Non-Instruct : Pathways to T	1,500	

SPECIAL PROJECT DETAILED BUDGET #2183
NAME: Strong Workforce Program - Regional Share (District)
FISCAL YEAR 2018/2019

CONTRACT PERIOD: 07/01/2018 - 12/31/2020

CONTRACT AWARD: \$25,806,089

Augmentation (Incentive Funds) **\$4,697,672**

Total FY 18/19 \$30,503,761

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

PROJ ADM: Enrique Perez

PROJ DIR: Esther Landin

Date: 06/05/2019

GL Account String	Description	New Budget	
		Debit	Credit
12_2183_649000_29345_4210	Books, Mags & Subscrip-Non-Lib : Pathways to	2,000	
12_2183_649000_29345_4610	Non-Instructional Supplies : Pathways to Teac	1,000	
12_2183_649000_29345_5100	Contracted Services : Pathways to Teaching Workbased Learning/student internships	1,800	
12_2183_649000_29345_5220	Mileage/Parking Expenses : Pathways to Teachi	500	
12_2183_649000_29345_5850	Fingerprinting : Pathways to Teaching Fees for low-income students in PTTP program	300	
12_2183_649000_29345_5904	Other Participant Prog Svc/Exp : Pathways to Teachi Presidential service learning awards	200	
12_2183_649000_29345_5940	Reproduction/Printing Expenses : Pathways to	300	
12_2183_649000_29345_5955	TB/Hep Tests & Physicals Exp : Pathways to Teaching Fees for fieldwork for low-income students in PTTP program	200	
12_2183_675000_29345_5100	Contracted Services : Pathways to Teaching Future Teachers Conference, guest speakers, materials, etc.	2,000	
12_2183_675000_29345_5210	Conference Expenses : Pathways to Teaching (In-State Travel) TBD, conference costs	2,000	
12_2183_679000_29345_2130	Classified Employees : Pathways to Teaching Special Projects Specialist 100%	58,542	
12_2183_679000_29345_3215	PERS - Non-Instructional : Pathways to Teachi	10,574	
12_2183_679000_29345_3315	OASDHI - Non-Instructional : Pathways to Teac	3,630	
12_2183_679000_29345_3325	Medicare - Non-Instructional : Pathways to Te	849	
12_2183_679000_29345_3415	H & W - Non-Instructional : Pathways to Teach	24,955	
12_2183_679000_29345_3435	H & W - Retiree Fund Non-Inst : Pathways to T	2,125	
12_2183_679000_29345_3515	SUI - Non-Instructional : Pathways to Teachin	29	
12_2183_679000_29345_3615	WCI - Non-Instructional : Pathways to Teachin	1,317	
12_2183_679000_29345_3915	Other Benefits - Non-Instruct : Pathways to T	1,500	
12_2183_679000_29345_5100	Contracted Services : Pathways to Teaching Sub-Contract - California State University, Fullerton \$50,000 Other contracted services \$34,900	150,000	
12-2183-684000-29345-5999	Special Project Holding Acc	7,700	
12_2183_732000_29345_7670	Other Exp Paid for Students : Pathways to Teaching Bus passes/gas cards for low income students (transportation assistance) @ \$200/year	1,000	
	Sub-total SCC OC Careers in Education Pathway	509,385	
Project Name: Career Technical Education Marketing			
12_2183_619000_25205_5100	Contracted Services : Career Education Office	40,000	
12_2183_619000_25205_5800	Advertising : Career Education Office	2,000	
12_2183_619000_25205_5915	Packaging/Mail Prep/Processing : Career Education Office	2,000	
12_2183_619000_25205_5940	Reproduction/Printing Expenses : Career Education Office	3,296	
	Sub-total SCC CTE Marketing	47,296	
	TOTAL - SANTIAGO CANYON COLLEGE	1,279,250	1,279,250
DISTRICT OPERATIONS/FISCAL AGENT			
12_2183_000000_50000_8629	Other Gen Categorical Apport : District Opera		28,649,534
LA/OC REGIONAL CONSORTIA INFRASTRUCTURE			
12_2183_684000_53306_2110	Classified Management : LA/OC Regional Consortia Asst. Vice Chancellor EWD (A-4 @ 100%) (12 mths.) G. Chamorro, Director OC Region (C-7) (46%) (12 mths.)	246,798	

SPECIAL PROJECT DETAILED BUDGET #2183
NAME: Strong Workforce Program - Regional Share (District)
FISCAL YEAR 2018/2019

CONTRACT PERIOD: 07/01/2018 - 12/31/2020

CONTRACT AWARD: \$25,806,089

Augmentation (Incentive Funds) **\$4,697,672**

Total FY 18/19 \$30,503,761

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: Categorical Apportionment

PROJ ADM: Enrique Perez

PROJ DIR: Esther Landin

Date: 06/05/2019

		New Budget	
GL Account String	Description	Debit	Credit
12_2183_684000_53306_2130	Classified Employees : LA/OC Regional Consortia Admin. Secretary L. Aramburo (LA region) (12-2 @ 100%) (12 mths.) Bus. Services Coordinator M. Ruiz (OC region) (13-6 @ 100%) (12 mths.)	119,814	
12_2183_684000_53306_3115	STRS - Non-Instructional : LA/OC Regional Con	27,011	
12_2183_684000_53306_3215	PERS - Non-Instructional : LA/OC Regional Con	66,217	
12_2183_684000_53306_3315	OASDHI - Non-Instructional : LA/OC Regional C	23,215	
12_2183_684000_53306_3325	Medicare - Non-Instructional : LA/OC Regional	5,429	
12_2183_684000_53306_3415	H & W - Non-Instructional : LA/OC Regional Co	74,220	
12_2183_684000_53306_3435	H & W - Retiree Fund Non-Inst : LA/OC Regiona	13,592	
12_2183_684000_53306_3515	SUI - Non-Instructional : LA/OC Regional Cons	187	
12_2183_684000_53306_3615	WCI - Non-Instructional : LA/OC Regional Cons	8,425	
12_2183_684000_53306_3915	Other Benefits - Non-Instruct : LA/OC Regiona	7,818	
12_2183_684000_53306_5100	Contracted Services : LA/OC Regional Consorti LA Area Chamber of Commerce \$35,000	35,000	
12_2183_684000_53306_5300	Inst Dues & Memberships : LA/OC Regional Cons	50,000	
12_2183_684000_53306_5611	Lease Agreement - Facility : LA/OC Regional Consortia	24,268	
12_2183_684000_53306_5999	Special Project Holding Acct : LA/OC Regional	439,697	
	Sub-total LAOCRC Infrastructure Costs	1,141,691	
Project Name: Regional Career Education Marketing and Branding			
12_2183_675000_53306_5100	Contracted Services : LA/OC Regional Consorti Stipends for CTE Counselors to lead CTE Counselor Network \$12,000	12,000	
12_2183_679000_53306_5100	Contracted Services : LA/OC Regional Consorti Career Cafe development \$300,000 Annual Counselor Conference, conducted in collaboration with OCDE \$50,000 Other Marketing Services \$50,000	400,000	
	Sub-total Regional Marketing & Branding/LAOCRC	412,000	
Project Name: Orange County Strong Workforce Regional Research Analyst and OC Center of Excellence			
12_2183_675000_53340_5210	Conference Expenses : Research CCCAOE \$2,000 x 2 conf./yr. x 2.5 yrs. X 2 attendees	20,000	
12_2183_679000_53340_2110	Classified Management : Research Director, OC Center of Excellence (F-1 @ 100%) Exe. Director, District Research (reorg)	103,663	
12_2183_679000_53340_2130	Classified Employees : Research Research Analyst (16-2 @ 100%)	65,302	
12_2183_679000_53340_3215	PERS - Non-Instructional : Research	30,519	
12_2183_679000_53340_3315	OASDHI - Non-Instructional : Research	10,773	
12_2183_679000_53340_3325	Medicare - Non-Instructional : Research	2,520	
12_2183_679000_53340_3415	H & W - Non-Instructional : Research	55,496	
12_2183_679000_53340_3435	H & W - Retiree Fund Non-Inst : Research	6,308	
12_2183_679000_53340_3515	SUI - Non-Instructional : Research	87	
12_2183_679000_53340_3615	WCI - Non-Instructional : Research	3,910	
12_2183_679000_53340_3915	Other Benefits - Non-Instruct : Research	4,800	
12_2183_679000_53340_4610	Non-Instructional Supplies : Research supplies and materials \$2,000	2,000	

SPECIAL PROJECT DETAILED BUDGET #2183
NAME: Strong Workforce Program - Regional Share (District)
FISCAL YEAR 2018/2019

CONTRACT PERIOD: 07/01/2018 - 12/31/2020
CONTRACT AWARD: \$25,806,089
Augmentation (Incentive Funds) \$4,697,672
Total FY 18/19 \$30,503,761

PROJ ADM: Enrique Perez
PROJ DIR: Esther Landin
Date: 06/05/2019

PRIME SPONSOR: California Community Colleges Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

		New Budget	
GL Account String	Description	Debit	Credit
12_2183_679000_53340_5100	Contracted Services : Research Research/professional orgs (e.g. WestEd, RP Group) - \$12,500 Other: research databases, EMSI, Smartsheet - \$12,123	24,623	
12_2183_679000_53340_6410	Equip-All Other >\$1,000<\$5,000 : Research	10,000	
	Sub-total OC SW Regional Research/LAOCRC	340,000	
12_2183_677000_52500_2130	Classified Employees : Publications Digital Media Specialist (15-3 @ 50%)	32,309	
12_2183_679000_52500_3215	PERS - Non-Instructional :	6,698	
12_2183_679000_52500_3315	OASDHI - Non-Instructional :	2,050	
12_2183_677000_52500_3325	Medicare - Non-Instructional : Publications	479	
12_2183_677000_52500_3335	PARS - Non-Instructional : Publications	0	
12_2183_679000_52500_3415	H & W - Non-Instructional :	9,420	
12_2183_677000_52500_3435	H & W - Retiree Fund Non-Inst : Publications	1,405	
12_2183_677000_52500_3515	SUI - Non-Instructional : Publications	17	
12_2183_677000_52500_3615	WCI - Non-Instructional : Publications	496	
12_2183_677000_52500_3915	Other Benefits Non-Instructional	750	
	Sub-total Digital Media Specialist	53,623	
FISCAL AGENT/ADMINISTRATIVE COSTS			
12_2183_675000_53345_5210	Conference Expenses : Resource Development	4,000	
12_2183_675000_53345_5215	Online Training Courses : Resource Developmen	2,750	
12_2183_679000_53345_2110	Classified Management : Resource Development Director of Special Programs, E. Landin (H-A)	87,662	
12_2183_679000_53345_2130	Classified Employees : Resource Development Resource Dev. Coordinator, A. Landa (16-5)	75,599	
12_2183_679000_53345_3215	PERS - Non-Instructional : Resource Developme	29,488	
12_2183_679000_53345_3315	OASDHI - Non-Instructional : Resource Develop	10,421	
12_2183_679000_53345_3325	Medicare - Non-Instructional : Resource Devel	2,437	
12_2183_679000_53345_3415	H & W - Non-Instructional : Resource Developm	19,301	
12_2183_679000_53345_3435	H & W - Retiree Fund Non-Inst : Resource Deve	6,101	
12_2183_679000_53345_3515	SUI - Non-Instructional : Resource Developmen	84	
12_2183_679000_53345_3615	WCI - Non-Instructional : Resource Developmen	3,782	
12_2183_679000_53345_3915	Other Benefits - Non-Instruct : Resource Deve	4,820	
12_2183_679000_53345_4210	Books, Mags & Subscrip-Non-Lib : Resource Dev	500	
12_2183_679000_53345_4610	Non-Instructional Supplies : Resource Develop	1,000	
12_2183_679000_53345_4710	Food and Food Service Supplies : Resource Dev	500	
12_2183_679000_53345_5100	Contracted Services : Resource Development	23,824	
12_2183_679000_53345_5220	Mileage/Parking Expenses : Resource Developme	606	
12_2183_679000_53345_5300	Inst Dues & Memberships : Resource Developmen	1,000	
12_2183_679000_53345_5630	Maint Contract - Office Equip : Resource Deve	1,200	
12_2183_679000_53345_5845	Excess/Copies Usage : Resource Development	1,500	
12_2183_679000_53345_5940	Reproduction/Printing Expenses : Resource Dev	1,500	
12_2183_679000_53345_5950	Software License and Fees : Resource Developm	1,000	
12_2183_679000_53345_5999	Special Project Holding Acct : Resource Developm	48,798	
12_2183_679000_53345_6410	Equip-All Other >\$1,000<\$5,000 : Resource Dev	2,000	
	Sub-total Fiscal Agent/Administrative Costs	329,874	
REGIONAL CTE PROGRAMS			

SPECIAL PROJECT DETAILED BUDGET #2183
NAME: Strong Workforce Program - Regional Share (District)
FISCAL YEAR 2018/2019

CONTRACT PERIOD: 07/01/2018 - 12/31/2020
 CONTRACT AWARD: \$25,806,089
 Augmentation (Incentive Funds) \$4,697,672
 Total FY 18/19 \$30,503,761

PROJ ADM: Enrique Perez
 PROJ DIR: Esther Landin
 Date: 06/05/2019

PRIME SPONSOR: California Community Colleges Chancellor's Office
 FISCAL AGENT: Rancho Santiago CCD
 PRIME AWARD #: Categorical Apportionment

GL Account String	Description	New Budget	
		Debit	Credit
12_2183_684000_53345_5100	Contracted Services : Resource Development Los Angeles region \$20,262,468 Orange County region \$8,716,105 - Transferred to LAOCRC \$340,000 (dept 53340 Research) for OC Strong Workforce Regional Research Project - Transferred to LAOCRC \$412,000 (dept 53360 LAOCRC) for Regional Career Education Marketing & Branding - Transferred funds to SAC \$574,977 for regional projects - Transferred funds to SCC \$1,279,250 for regional projects - Transferred to holding account \$906,715 pending final 2018/19 allocations from the Chancellor's Office.	26,372,346	
	Sub-total Regional CTE Programs Costs	26,372,346	
	Total District Office	28,649,534	28,649,534
	Total 2183 - CTE SWP R2Y1 FY 18/19	30,503,761	30,503,761

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: June 17, 2019
Re: Approval of Sub-Agreement between RSCCD and the City of Santa Ana for the Strong Workforce Program - Local Funds Initiative (DO#18-2226-01)	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to community colleges to support collaborative, regional work to improve the quality of career technical education programs and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program - Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

ANALYSIS

Strong Workforce Program local funds will be allocated to the City of Santa Ana. The Santa Ana WORK Center will assume the responsibility to ensure the WIOA eligible students enrolled at Santa Ana College will receive needed WIOA services. These services may include one or more of the following services: Basic Career Services, Job Coaching, Supportive Services, Job Development and CalJOBS. The enclosed sub-agreement (DO-18-2226-01) outlines the terms of the project. The period of performance is June 18, 2019, through December 31, 2020. The cost shall not exceed \$60,176.

The project director is Lorena Chavez, Director Santa Ana College School of Continuing Education and the project administrator is Stephanie Paramore, Dean of Instruction and Student Services.

RECOMMENDATION

It is recommended that the Board approve the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$60,176.00 (grant-funded)	Board Date: June 17, 2019
Prepared by: Francisco Villaseñor, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raul Rodriguez, Ph.D., Chancellor	

**SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CITY OF SANTA ANA**

**FOR THE
STRONG WORKFORCE PROGRAM – LOCAL FUNDS INITIATIVE**

This sub-agreement (hereinafter “Agreement”) is entered into on this 17th day of June 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and City of Santa Ana (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD received a categorical apportionment award entitled “Strong Workforce Program” Local Funds Initiative from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), to improve the quality and increase the quantity of community college Career Technical Education (CTE) courses, programs, and pathways to achieve successful workforce outcomes by addressing recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness, job placement, and work-based learning.

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 Agreement according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties agree as follows:

1. Statement of Work
SUBCONTRACTOR will perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. Period of Performance
The period of performance for this Agreement shall be from June 18, 2019, through December 31, 2020.
3. Total Cost
The total cost to RSCCD for performance of this Agreement shall not exceed **\$60,176.00** USD that includes SWP Local funding apportionment from FY 2017/18 at \$21,176 and FY 2018/19 at \$39,000.

4. Budget

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Project Budget (*Exhibit B*), which by reference is incorporated into this Agreement.

5. Payment

Disbursement of funds will begin upon RSCCD's receipt of the fully executed Agreement and a detailed invoice for the disbursement. RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

Invoices must be itemized, include the Agreement number (refer to footer), and include back-up documentation for expenditures submitted for payment. Final payment is contingent upon successful completion of the Scope of Work (*Exhibit A*), upon receipt of a final invoice requesting payment due by **December 10, 2020**, and the Project Director's certification of the final report. Invoices should be submitted to the following address:

Rancho Santiago Community College District
Santa Ana College School of Continuing Education
Centennial Education Center
Stephanie Paramore, Dean of Instruction and Student Services
2900 W. Edinger Avenue
Santa Ana, CA 92704

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, upon request, for the duration of the Agreement. SUBCONTRACTOR will submit reports to the Project Director via email at Paramore_Stephanie@sac.edu in a timely manner.

8. Expenditure of Funds

SUBCONTRACTOR agrees to comply with all funding requirements and that it is solely responsible for the appropriate expenditure of all funds received and for any misappropriation or dis-allowment of funds.

9. Time Extensions

RSCCD will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **December 31, 2020**.

10. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

12. Rules for Deliverables

- A. Any document or written report prepared in whole or in part by Parties shall reference the Strong Workforce Program relating to the preparation of such document or written report.
- B. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).
- C. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of five (5) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal

oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Insurance

The Parties are self-insured public entities for the purposes of professional liability, general liability and workers' compensation. Each Party warrant that through its program of self-insurance it has adequate liability, general liability and workers' compensation to provide coverage for liabilities arising out of the Parties performance of this contract.

16. Mutual Indemnification

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

17. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

18. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within

thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD:

Rancho Santiago Community College District

Primary Contact:

Santa Ana College School of Continuing Education
Centennial Education Center
Stephanie Paramore, Dean of Instruction and Student Services
2900 W. Edinger Avenue
Santa Ana, CA 92704
714-241-5724, Paramore_Stephanie@sac.edu

Fiscal Contact:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, Hardash_Peter@rsccd.edu

SUBCONTRACTOR:

City of Santa Ana

Primary Contact

Carlos de la Riva, WORK Center Director
801 W. Civic Center Drive # 200
Santa Ana, CA 92701
(714) 565-2629; CdeRiva@santa-ana.org

Fiscal Contact:

Mario Espindola, Management Analyst
20 Civic Center Plaza
Santa Ana, CA 92701
(714) 647-5479; MEspindola@santa-ana.org

20. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby.

21. Waiver

Any waiver by RSCCD of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of RSCCD to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping RSCCD from enforcing the terms of this Agreement.

22. Severability

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

23. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

As the Agreement is contingent upon the availability of funds, and is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

24. Assurances

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill, and with the guidance documents provided by the California Community College Chancellor's Office, as set forth and incorporated into this Agreement by reference. As the funding is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

Sub-agreement between RSCCD and City of Santa Ana

By signing this Agreement the SUBCONTRACTOR certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Project-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

25. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: City of Santa Ana

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: June 17, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

- Exhibit A: Scope of Work
- Exhibit B: Project Budget
- Exhibit C: Guidelines, Definitions and Reasonable Standards for SWP
- Exhibit D: Trailer Bill Language for Strong Workforce Program ([link](#))

**CITY OF SANTA ANA
SCOPE OF WORK**

BACKGROUND

For over 20 years, the City of Santa Ana's WORK Center has demonstrated its abilities in designing, implementing, and managing a full array of workforce development programs to area residents. In 1996, the City of Santa Ana further expanded its services by opening the Santa Ana WORK Center and later partnering with various agencies, including the State Employment Development Department, Orange County Social Services Agency, Department of Rehabilitation, Rancho Santiago Community College District, Goodwill Industry, and community based organizations to ensure a comprehensive and integrated service delivery in a One-Stop environment. The services have benefited, youth, adults, dislocated workers, and families on-aid.

PLANNED APPROACH

The Santa Ana WORK Center will assume the responsibility to ensure the WIOA eligible students enrolled at Santa Ana College will receive needed WIOA services. These services may include one or more of the following services:

- 1. Basic Career Services:** Basic Career Services will be offered to all students. These services are by their nature self-service. These services require minimal staff assistance such as access to job postings, referrals to other program, and provision of labor market information. Self-service also includes staff establishing access to CalJOBS for an individual or looking up a password.
- 2. Job Coaching:** This activity will help prepare students for employment. Participants will be offered one-on-one coaching to develop skills necessary to obtain employment. Job coaching is designed to help job seekers gain confidence so they can successfully enter the workforce, obtain and sustain employment. Job coaches will provide guidance and motivation in setting and achieving job and career goals. Participants will also receive one-on-one guidance in increasing job retention by promoting effective workplace habits, attitudes and choices.
- 3. Supportive Services:** As part of the planned approach, supportive services will be identified and the participant will receive assistance in those services. Supportive services include but are not limited to, transportation assistance, clothing assistance, assistance with tool purchases, or testing fees. Participants must be eligible for WIOA to receive supportive services.
- 4. Job Development/Job Creation:** The Employment Services Team will interact with the local business community. The goal is to ensure that sufficient employment opportunities are created for WIOA eligible students who are co-enrolled in the WIOA program.

EXHIBIT A

PARTICIPANT RECORDS AND DATA COLLECTION

1. **CalJOBS:** Participant records and data collection will be achieved by using CalJOBS. CalJOBS is designed to not only provide online workforce services to job seekers, it also serves as a program management tool for workforce professionals. For the management of a workforce program, CalJOBS incorporates customer tracking, program activities, outcomes, and follow up services.
 - a) Customer Tracking-Participants will be registered into CalJOBS. Registration captures basic client information including demographics and contact information. Each registered participant receives a unique application number which is utilized to track client participation.
 - b) Program Activities: CalJOBS provides a method to track program activities including start dates, end dates and completion status. Completion status is limited to successful and unsuccessful completions. CalJOBS has hundreds of activity codes including Job Search, Orientation and Supportive Services.
 - c) Outcomes: Closing program activities is manually entered by staff. Upon completion of planned services, a closure form is entered which captures program related outcomes such as employment and credential attainment.
 - d) Follow Up: After creating a closure, follow-up activities can be created to track program outcomes, up to a year after program exit.
2. **Reports:** CalJOBS reports will be submitted monthly including
 - a) Total Enrollment Summary
 - b) Activity Reports
 - c) Program Summary Reports Including Outcomes

EXHIBIT B

City of Santa Ana
FY2019-20 PROPOSED BUDGET
 June 18, 2019 - December 31, 2020
 Agreement # DO-18-2226-01

LINE ITEMS	FY2019-20 Proposed Budget	Jul 2020-Dec 2020 Proposed Budget	Total Budget
Salaries and Benefits			
Workforce Specialist II	26,623.35	13,112.99	39,736.34
Subtotal Salaries:	26,623.35	13,112.99	39,736.34
Benefits	9,790.79	4,822.33	14,613.12
Subtotal Salaries and Benefits:	36,414.14	17,935.32	54,349.46
Operating Expenses			
Gas & Diesel	33.50	16.50	50.00
Rental City Equipment	134.00	66.00	200.00
Accident Repair & Replacement	33.50	16.50	50.00
Insurance Charges	335.00	165.00	500.00
IT Maintenance Charge	335.00	165.00	500.00
Indirect Cost	3,032.78	1,493.76	4,526.54
Subtotal Operating Expenses:	3,903.78	1,922.76	5,826.54
TOTAL BUDGET	40,317.92	19,858.08	60,176.00

Exhibit C

Guidelines, Definitions and Reasonable Standards for Strong Workforce Funding Investment

(Local and Regional Share)

Reasonable

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision. Systems that can guide this definition are: necessary for the performance of the funding; follow sound business practices (procurement processes, follow state and local laws, follow the terms of the funding source); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

The following, directly relate to Strong Workforce Education Code Requirements and some examples of the standard non-allowable activities that meet the "front-page of the newspaper" test of reasonable and the allowable indirect cost rate:

- **Supplanting:** Funds appropriated to community college districts for local or regional share investment shall supplement, not supplant, existing funding of community college career technical education programs. This shall not be interpreted to mean that a participating community college district is prohibited from eliminating or altering existing programs, but the percentage of that community college district's total full-time equivalent students enrolled in career technical education courses relative to the total full-time equivalent students enrolled in the district shall not be reduced from the percentage computed for the 2015–16 fiscal year. *[EC§88824(e)]*
- **Funding CTE Only:** Funds expended must show a direct benefit to the requirements of the Strong Workforce Program outcomes of increasing the number of quality students or programs in CTE courses programs and pathways and addressing the recommendations of the Strong Workforce Task Force. *[EC§88824(d)(5)(A-C)]*
- **Duplication of Effort:** To avoid duplication of effort, activities funded under the Strong Workforce Program shall be informed by, aligned with, and expand upon the activities of existing workforce and education regional partnerships, including those partnership activities that pertain to regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128), adult education block grant consortia, and K-12 career technical education programs. *[EC§88821(4)(d)]*
- **District Procedures:** All fiscal policy and program procedures adopted by the applicable Community College District shall be followed when expending (local and regional) allocations.

- **Non-Allowable Activities:**

Entertainment – Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

Alcoholic Beverages – Costs of alcoholic beverages are unallowable.

Contingency (Rainy Day Funds) – Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening, are unallowable.

Goods and Services for Personal Use – Cost of goods and services for Personal use is unallowable.

Lobbying – Lobbying is never allowed unless it meets the following criteria: (1) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings.

Contributions or Donations – Cash or property contributions or donations are unallowable.

Fund Raising and Investment Costs – Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable, regardless of the purpose for which the funds will be used.

Indirect Cost Rates Allowed

Allocation	Indirect Cost Rate (Total Direct Costs)
60% Local Share	4%
40% Regional Share	No Indirect Allowed

The following table can be used as a quick reference guide for participation requirements and/or plan requirements as listed within Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines. This table is not meant to substitute a full review of

Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines in their entirety in addition to all recommendations from the Strong Workforce Task Force. Links to the above mentioned documents and documents that are designed to inform in the development of these investments can be found at:

<http://doingwhatmatters.cccco.edu/StrongWorkforce.aspx>

Recipients of Local or Regional Share Funding Shall	Plans for Local or Regional Share Funding Shall Address
<p>Be a member of a consortium [EC§88824(d)(1)] (Career Technical Education Regional Consortium,” or “consortium,” means an administrative grouping of community college districts by the Division of Workforce and Economic Development of the chancellor’s office for the purpose of coordination and joint planning within regions, as defined in subdivision [EC88822§(c)])</p>	<p>Increasing the number of student in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes. [EC§88824(d)(5)(A)]</p>
<p>Work with other members of the consortium to create and submit a plan to the chancellor by January 31, 2017 [EC§88824 (d)(2)], for inclusion in the submissions of regional plans for purposes of the program and the federal Workforce Innovation and Opportunity Act (Public Law 113-128).</p>	<p>Increasing the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes (completions, transfer, employment rates, employment in a field of study, earning, median change in earning, proportion of student who attained living wages). [EC§88824(d)(5)(B)]</p>
<p>Collaborate: [EC§88821(a-e)] All Community College Districts participating in local or regional investments are required to follow collaboration requirements as specified in these sections.</p>	<p>Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning. [EC§88824(d)(5)(C)] http://doingwhatmatters.cccco.edu/portals/6/docs/sw/2016_11%20Workforce Task Force Implementation%20Recommendations%20Version%201.pdf</p>
<p>LMI Data: [EC§88824(d)(4)] Provide accessible performance and labor-market data that can be used by community college districts and their regional partners to support the implementation of the program and describe related efforts to align regional workforce and education programming with regional labor market needs, including, but not limited to, regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128).</p>	<p>Local Investment Shall: Provide Evidence of Demand for Workers within the funded CTE Program or Across Multiple Programs</p> <ul style="list-style-type: none"> • Identify geography and occupations targeted • Identify demand and supply and gap Cite source of Labor Market Information

<p>Local Investment Planning Efforts: <i>[EC§88823(f)]</i> Community College Districts participating in a consortium shall utilize their region’s plan to inform local campus planning efforts to implement career technical education courses, programs, and pathways and integrate available local, regional, state, and nonpublic resources to ensure that students will achieve successful workforce outcomes.</p>	<p>Regional Investment Shall -- <i>[EC 88823(b)(3-7)]</i> review for the following:</p> <ul style="list-style-type: none"> Summary of Local Share Investments by Sector Regional/Sub Regional Labor Market Information Supply & Demand Table with Living Wage Occupations Other Establish Questions & Agenda for Collaborative Regional Planning Are priority and emergent sectors for the region still the same? What more must be done for students to move through the region’s career pathways in the sectors? How will job placement, internships, and regional industry engagement be coordinated? How can industry inform and co-invest in CTE?
<p>Certifications: <i>[EC§88824(d)(5)(A-C)]</i> Community College Districts will certify that the use of funds will meet the intent of the program to accomplish all of the following:</p> <p>(A) Increase the number of students in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes.</p> <p>(B) Increase the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes.</p> <p>(C) Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning.</p>	<p>Regional Share Plan <i>[EC §88823 (h)]</i></p> <p>Each region’s plan shall be for the primary purpose of informing the development of strategies related to career technical education and workforce development courses, programs, and pathways. Each region’s plan shall reflect strategies to efficiently and effectively utilize any available public and private resources, including funds for the Career Technical Education Pathways Program established in Part 52 (commencing with Section 88530), in a manner that better aligns career technical education courses, programs, and pathways with the needs of their regional economies.</p>
<p>Regional Share Consortium Shall:</p> <ul style="list-style-type: none"> • <i>[EC§88824(c)(1) & §88823(b)(1)]</i> each consortium shall select a CCD to be fiscal agent. • <i>[EC§88824(f)]</i> a consortium shall allocate funds only to CCDs. • <i>[EC§88823(b)(2)]</i> a consortium shall establish a governance model for the consortium. Fiscal Resources shall be determined exclusively by the CCDs participating in the consortium. 	

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4550
SACRAMENTO, CA 95811-6549
(916) 445-8752
<http://www.cccco.edu>



August 25, 2016

To: Regional Consortium Chairs

From: Matt Roberts, Ed.D. Dean of Field Operations
Workforce and Economic Development Division

Subject: Guidance on use of funds for strong workforce program

This memorandum provides guidance on the use of funds for the strong workforce program.

August 24, 2016 – Scope of Work

Roles and Responsibility

Regional Share Fiscal Agent

The fiscal agent has no authority over decisions on the use of funding, rather the fiscal agent role is to dispense, monitor and audit sub-grants once spending decisions have been authorized by the CTE Regional Consortia as stipulated in Strong Workforce legislation. The district designated as the fiscal agent shall perform the following roles and responsibilities:

- Provide a single-point of contact to act as an embedded member of the CTE Regional Consortium (RC) Team to account for financial operation and control associated with the Regional Share.
- Review sub-awardee applications for compliance with grant terms and requirements. Work with sub-awardees to resolve issues that arise.
- Review sub-award application budgets to ensure that expenditures are allowable under the grant terms and conditions, are properly classified, and that the calculations are correct. Work with sub-awardees to resolve any issues that arise.
- Develop policies, procedures, systems and timelines for disbursement of funds.
- Determine the documentation required to ensure funds are properly accounted for
- Develop systems to track each of the contracts/grants and their status that can be shared with the RCs, the CCCCCO grant monitors, and sub-awardees.
- Develop sub-award agreements with each of the sub-awardees that incorporate the contracting requirements of the CCCCCO and the Fiscal Agent.
- Provide information, guidelines and technical assistance to sub-awardees.
- Manage the flow of funds to sub-awardees by receiving, reviewing and approving claims for funds and ensure that proper documentation has been received to verify that what was requested conforms to what was approved when discrepancies occur.
- Issue payments and verify that payments have been received.
- Fulfill reporting requirements by receiving and monitoring quarterly reports and final reports from the sub-awardees.
- Follow-up on missing or incorrect reports. Work with sub-awardees to resolve issues.
- Consolidate reports and report up to the RC/CCCCCO as required and upon request.
- Conduct sub-recipient monitoring and audits, in accordance with grant requirements and OMB Uniform Guidelines.
- Field questions on allowable expenditures in accordance with any CCCCCO guidance
- Review sub-awardees' requests for approval of contracts and sub-agreements, prior to forwarding requests to CCCCCO for final approval. Provide guidance and direction to the colleges to ensure compliance and facilitate CCCCCO review and approval, as needed.
- Collaborate with RCs to standardize Strong Workforce related fiscal related and reporting processed, procedures and to develop recommendations and responses to CCCCCO.

Expanded Regionalized Coordination:

The chart below shows a regional model funding breakdown that includes the following sources: Perkins 1b and the regional share allocation. Under this model, the CTE Regional Consortia shall use 5% of the regional share allocation for basic operations of the CTE Regional Consortia capacity including any fiscal agency costs. 2% of the 5% regional share operational amount will cover the fiscal agency costs (with amounts adjusted to a maximum of \$200,000 and a minimum of \$100,000. This adjustment affects Regions B, D, & G1). The remaining 3% is then leveraged with the Perkins 1b funds, and becomes the total funds available for RC basic operations and key talent expenditures. These amounts are represented in the last column of the chart.

Region	Region	Perkins 1B Leadership	Regional Share	From Regional Share 5%	Fiscal Agent Costs 2%	FA Minimum	FA Maximum	Allowable Fiscal Agent Costs*	Regional Share Available for RC Infrastructure	Total Funds for RC
A	Northern Inland, Northern Coastal, Greater Sacramento	\$ 370,000.00	\$ 6,970,845.00	\$ 348,542.25	\$ 139,416.90	\$ 100,000.00	\$ 200,000.00	\$ 139,416.90	\$ 209,125.35	\$ 579,125.35
B	SF/San Mateo, East Bay, Silicon Valley, North Bay, Santa Cruz/Monterey	\$ 370,000.00	\$ 16,675,900.00	\$ 833,795.00	\$ 333,518.00	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00	\$ 633,795.00	\$ 1,003,795.00
C	Central Valley, Mother lode	\$ 300,000.00	\$ 7,779,382.00	\$ 388,969.10	\$ 155,587.64	\$ 100,000.00	\$ 200,000.00	\$ 155,587.64	\$ 233,381.46	\$ 533,381.46
D	South Central Coast	\$ 220,000.00	\$ 4,227,548.00	\$ 211,377.40	\$ 84,550.96	\$ 100,000.00	\$ 200,000.00	\$ 100,000.00	\$ 111,377.40	\$ 331,377.40
E	San Diego & Imperial	\$ 220,000.00	\$ 6,604,171.00	\$ 330,208.55	\$ 132,083.42	\$ 100,000.00	\$ 200,000.00	\$ 132,083.42	\$ 198,125.13	\$ 418,125.13
F	Inland Empire & Desert	\$ 220,000.00	\$ 7,703,557.00	\$ 385,177.85	\$ 154,071.14	\$ 100,000.00	\$ 200,000.00	\$ 154,071.14	\$ 231,106.71	\$ 451,106.71
G1	Los Angeles	\$ 185,000.00	\$ 18,631,147.00	\$ 931,557.35	\$ 372,622.94	\$ 100,000.00	\$ 200,000.00	\$ 200,000.00	\$ 731,557.35	\$ 916,557.35
G2	Orange County	\$ 185,000.00	\$ 7,407,450.00	\$ 370,372.50	\$ 148,149.00	\$ 100,000.00	\$ 200,000.00	\$ 148,149.00	\$ 222,223.50	\$ 407,223.50
		\$ 2,070,000.00	\$ 76,000,000.00	\$ 3,800,000.00	\$ 1,520,000.00			\$ 1,229,308.10	\$ 2,570,691.90	\$ 4,640,691.90

* 2% or a ceiling of \$200,000 and a floor of \$100,000

Chart A

Budget Development Guidance/Fiscal Agent fees

As you continue budget development, please consider the following points:

- The total amount taken from the regional share allocation is 5%. Of this amount, the fiscal agency costs shall be capped at 2% (=40% of the 5%) or a maximum of \$200,000 and a minimum of \$100,000 for each region, leaving 3% (=60% of the 5%) to cover regional consortium costs.
- Indirect cannot be taken on any part of the 5% funds. The 2% (with a max of \$200,000 and a min of \$100,000) shall fund the fiscal agent operational costs such as office space, network support, copier use, personnel, etc. The 3% (along with the Perkins 1B allocation) will fund the regional consortium operational costs such as clerical/office staff, travel, meeting facilitation, etc.
- Perkins 1B funds should be used to pay for Key Talent costs, such as the RC salaries. Keep in mind that these funds have a 4% indirect being charged to the each of these grants.
- If 5% of the regional allocation is for fiscal agent and regional consortium costs, and 85% of the regional allocation is for more and better CTE program(s). The remaining 10% covers soft costs associated with Task Force recommendations should not be used to build regional consortium capacity or infrastructure. This percentage should be used for the following:
 - Region-wide outreach to employers with ultimate goal of increasing internships/hires
 - Region-wide outreach to students/parents about CTE options
 - Additional data-related needs
 - Professional development for curriculum approval

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: June 17, 2019
Re: Approval of Sub-Agreement between RSCCD and San Joaquin Delta Community College District to award the Industry Sector Projects in Common (ISPIC) funded by the Key Talent Administration and Sector Strategy Fiscal Agent Grant	
Action: Request for Approval	

BACKGROUND

Through a competitive grant competition, RSCCD was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the Key Talent Administration and Sector Strategy Fiscal Agent. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talents engaged in the *Doing What Matters* Framework, as well as for other special projects and partners.

ANALYSIS

Industry Sector Projects in Common (ISPIC) are designed to engage colleges in implementing projects that are prioritized and informed by industry. The combined efforts of the project partners serve to take strategic work to scale, and strengthen the alignment between the colleges and industry to collaboratively inform the development and implementation of career education.

The Chancellor's Office has allocated funds for ISPIC projects for each of the ten industry sectors. The statewide Sector Navigators will use these funds or allocate funds to college and other partners to implement ISPIC projects approved by the Chancellor's Office. An ISPIC project has been created for the following sector:

Sector	College/District	Agreement#	Amount
Agriculture, Water and Environmental Technologies	San Joaquin Delta	DO-18-2565-111	\$24,152

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$24,152 (grant-funded)	Board Date: June 17, 2019
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 17th day of June, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and San Joaquin Delta Community College District, on behalf of **San Joaquin Delta College** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Key Talent Administration and Sector Strategy Grant,” Prime Award #18-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs, such as *Doing What Matters for Jobs and the Economy* initiatives and Key Talent positions; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in an **Industry Sector Project in Common (ISPIC) for Agriculture, Water and Environmental Technologies**, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2019, through December 31, 2019. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR. However, the PRIME SPONSOR allows the SUBCONTRACTOR to continue to use funds to achieve the Project’s goals for data management and capacity development until June 30, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$24,152 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Matching Contribution

The funds allocated through this Agreement are considered matching funds to encourage investment of Strong Workforce Program or other funds in Industry Sector Projects in Common (ISPIC) (*see Exhibit B, ISPICS memo 10/21/17*). Consequently, SUBCONTRACTOR is required to monitor and confirm that the college partners participating in the project provide matching funds from Strong Workforce Program Local and/or Regional Share or other funds to support the work of the Project. SUBCONTRACTOR shall submit documentation that this grant requirement was met by the end of the Project.

6. Payment

A one-time payment of the total cost will be issued to SUBCONTRACTOR upon RSCCD's receipt of the fully executed Agreement and an invoice for payment. Payment to the SUBCONTRACTOR will not exceed the amount listed under Article I.3. "Total Cost."

7. Invoices

SUBCONTRACTOR must submit one invoice for payment for the total cost of the Agreement. The invoice will be reviewed and approved by the PRIME SPONSOR and then paid by RSCCD. The invoice must include the Agreement number (refer to footer), and should be submitted via e-mail to RS@cccco.edu, and include the subject line: "Invoice Enclosed – District Acronym/ISPIC-[*SECTOR NAME*]-18-207-001."

8. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

9. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. Mutual Indemnification

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

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event

that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD:

Primary Contact:

Sarah Santoyo, Assistant Vice Chancellor, Educational Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Name: Danell Hepworth
Title: Dean, Applied Science, Business & Technology
Address: 5151 Pacific Avenue

Stockton, CA 95207
Phone: (209) 954-5230
Email: dhepworth@deltacollege.edu

Fiscal Representative:

Name: Chris Nguyen
Title: Vice President of Administrative Services
Address: 5151 Pacific Avenue
Stockton, CA 95207
Phone: (209) 954-5022
Email: cnguyen@deltacollege.edu

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the

day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: San Joaquin Delta
Community College District

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: May 13, 2019

By: _____
Name: _____

Title: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Chancellor's Office Memorandum for ISPIC projects

Exhibit C: Articles I, Rev. 07/18 and Article II, Rev. 05/14 ([link](#))

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #8.)

Exhibit A

THIS FORM MAY NOT BE REPLICATED



APPENDIX B

GRANT TYPE: [GRANT RENEWAL](#)

The following information are linked throughout the forms package:

DISTRICT (Grantee): San Joaquin Delta CCD Please select District

COLLEGE: San Joaquin Delta College Please select College or N/A

PROJECT: ISPIC Agri, Water, Environmental Tech Please select Project

FISCAL YEAR: 2018/2019

Agreement Number: 18-2565-xx an agreement number will be assigned by fiscal agent

FUNDING SOURCE: Key Talent & Sector Strategy/Econ Dev Program

Requested Amount: \$ 24,152

THIS FORM MAY NOT BE REPLICATED**APPENDIX B**

PROJECT: ISPIC Agri, Water, Environmental Tech

COLLEGE: San Joaquin Delta College

FISCAL YEAR: 2018/2019

RFA Number: 18-2565-xx

CONTACT PAGE

District:	San Joaquin Delta Community College District		
Address:	5151 Pacific Avenue		
City:	Stockton	State	CA Zip 95207

District Superintendent/President <i>(or authorized designee)</i>			
Name:	Dr. Kathy Hart	Phone:	(209) 954-5018
Title:	Superintendent/President	Fax:	
E-mail Address:	khart@deltacollege.edu		

Responsible Administrator <i>(Should not be the same as Project Director)</i>			
Name:	Danell Hepworth	Phone:	(209) 954-5230
Title:	Dean of Applied Science, Business & Technology	Fax:	
E-mail Address:	dhepworth@deltacollege.edu		

Project Director <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	Dustin Sperling	Phone:	(209) 954-5172
Title:	Associate Professor - Agriculture Business	Fax:	
E-mail Address:	dustin.sperling@deltacollege.edu		

Person Responsible for Data Entry			
Name:	Salvador Vargas	Phone:	(209) 954-5151
Title:	Dean of CTE & Workforce Development	Fax:	
E-mail Address:	svargas@deltacollege.edu		

District Chief Business Officer <i>(or authorized designee)</i>			
Name:	Chris Nguyen	Phone:	(209) 954-5022
Title:	Vice President of Administrative Sevices	Fax:	
E-mail Address:	cnguyen@deltacollege.edu		

Person Responsible for Budget Certification			
Name:	Salvador Vargas	Phone:	(209) 954-5151
Title:	Dean of CTE & Workforce Development	Fax:	
E-mail Address:	svargas@deltacollege.edu		

THIS FORM MAY NOT BE REPLICATED**APPENDIX B****PROJECT: ISPIC Agri, Water, Environmental Tech****DISTRICT: San Joaquin Delta CCD****COLLEGE: San Joaquin Delta College****FISCAL YEAR: 2018/2019****RFA NUMBER: 18-2565-xx****APPLICATION BUDGET SUMMARY**

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROGRAM FUNDS REQUESTED	Match
			\$ 24,152	\$ 24,152
1000	INSTRUCTIONAL SALARIES	1	\$ 3,200	\$ 10,000
2000	NONINSTRUCTIONAL SALARIES	2	\$ 0	\$ 0
3000	EMPLOYEE BENEFITS	3	\$ 1,000	\$ 0
4000	SUPPLIES AND MATERIALS	4	\$ 7,183	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 11,840	\$ 14,152
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
TOTAL DIRECT COSTS:		8	\$ 23,223	\$ 24,152
TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Cost): 4%		9	\$ 929	
TOTAL COSTS:		10	\$ 24,152	\$ 24,152

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCC.

Project Director:**Name:** Dustin Sperling**Title:** Associate Professor - Agriculture Business**Authorized Signature:** _____**Date:** _____**District Chief Business Officer (or authorized designee):****Name:** Chris Nguyen**Title:** Vice President of Administrative Services**Authorized Signature:** _____**Date:** _____

THIS FORM MAY NOT BE REPLICATED**APPENDIX B**

PROJECT: ISPIC Agri, Water, Environmental Tech

DISTRICT: San Joaquin Delta CCD

COLLEGE: San Joaquin Delta College

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-2565-xx

Please Note:

To avoid rounding issues, please key only whole numbers and not cents. Cents may also be created when using formulas. If this happens, type over the calculated amount within the cell.

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	FUNDS REQUESTED
		Key Talent & Sector
		\$ 24,152
1000	Professional Expert Agreement: 40 hours @ \$80/hr	3,200
2000		
3000	Employee Benefits Professional Expert Agreement: Associated benefits	1,000
4000	Supplies and Materials Instructional Supplies and Materials Resource Books	5,183 2,000
5000	Other Operating Expenses and Services PCQI - Human Food Certification Training for Faculty International HACCP Alliance - Train the Trainer HACCP Certification Training for Faculty CLFP, PMA, and FPFC - Faculty & Student Conference Participation	3,000 4,000 4,840
6000	Capital Outlay	
7000	Other Outgo	
		23,223
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		929
TOTAL COSTS:		24,152

5.3 (12)

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Agri, Water, Environmental Tech

DISTRICT: San Joaquin Delta CCD

COLLEGE: San Joaquin Delta College

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-2565-xx

Please Note: To avoid rounding issues, please key only whole numbers and not cents. Cents may also be created when using formulas. If this happens, type over the calculated amount within the cell.

**APPLICATION BUDGET DETAIL SHEET
MATCH**

Object of Expenditure	Classification	Match Amount
1000	Salary matching	\$ -
	Dustin Sperling, Agriculture Faculty	\$ 10,000
		\$ -
2000		\$ -
		\$ -
		\$ -
3000		\$ -
		\$ -
		\$ -
4000		\$ -
		\$ -
		\$ -
5000	Mapping Upward Collaborative - Ag Water Enviro Tech sector	\$ 14,152
		\$ -
		\$ -
6000		\$ -
		\$ -
7000		\$ -
		\$ -
TOTAL DIRECT COSTS:		\$ 24,152
TOTAL INDIRECT COSTS (Not to Exceed % of Direct Costs):		
TOTAL COSTS:		\$ 24,152

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Agri, Water, Environmental Tech

DISTRICT: San Joaquin Delta CCD

COLLEGE: San Joaquin Delta College

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Workplan)
Objectives/Common Metrics**

Objective: 1
Data collection and professional development activities will be conducted to build a food safety certificate at San Joaquin Delta College. We will provide a series of industry trainings for third party certifications aligned with Food Safety Modernization Act (FSMA) regulations for agriculture and food packing/production for the purpose of industry outreach, faculty professional development, and data collection on local demand for such trainings. Data collected will guide curriculum development of a for-credit food safety certificate of achievement at Delta College.

Strong Workforce Metrics:

Select: 1 • **Number of course enrollments: The number of registrations in courses** - not-for-credit course offerings to serve as pipeline for students to credit courses in degree granting food safety program.

Select: 6 • **Job closely related to field of study: The proportion of students who reported that their current job is close or very close to their field of study** - not-for-credit courses will provide industry certification for job placement and/or advancement.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Participating in International HACCP alliance training sessions will certify instructors to award students a Certificate of Completion after completing a 16 hour class over 2.0 days. HACCP FDA courses will be updated to include most current federal regulations in Hazard Analysis Risk Based Preventative Controls (HARBPC), to serve as a foundation for next steps in food safety training. This would be a pre-requisite for PCHF and PCAF. Instructor costs will be covered by participant fees	HACCP training will provide foundation for participants in PCHF and PCAF trainings. HACCP training courses will provide increased opportunities for outreach to local industry and data collection for demand for training.	October 2019 January 2020	Dustin Sperling
1.2	Offering trainings that comply explicitly with FSMA course requirements through FSPCA that would provide the participant with a FSMA Preventative Control Qualified Individual (PCQI) Certificate of Completion specific for human food production after completing a 20 hour class over 2.5 days.	San Joaquin Delta College faculty will receive training for professional development. Pilot course will serve as industry outreach by serving employees from local companies. Data will be collected through end-of-training participant surveys to determine future demand for such training courses at Delta College.	November 2019	Dustin Sperling
1.3	Offering trainings that comply explicitly with FSMA course requirements through FSPCA that would provide the participant with a FSMA Preventative Control Qualified Individual (PCQI) Certificate of Completion specific for Agriculture students after completing a 20 hour class over 2.5 days.	San Joaquin Delta College faculty will receive training for professional development. Pilot course will serve as industry outreach by serving employees from local companies. Data will be collected through end-of-training participant surveys to determine future demand for such training courses at Delta College.	February 2020	Dustin Sperling

5.3 (14)

THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: ISPIC Agri, Water, Environmental Tech

DISTRICT: San Joaquin Delta CCD

COLLEGE: San Joaquin Delta College

FISCAL YEAR: 2018/2019

RFA NUMBER: 18-2565-xx

**Statement of Work (Annual Workplan)
Objectives/Common Metrics**

Objective: 1
Data collection and professional development activities will be conducted to build a food safety certificate at San Joaquin Delta College. We will provide a series of industry trainings for third party certifications aligned with Food Safety Modernization Act (FSMA) regulations for agriculture and food packing/production for the purpose of industry outreach, faculty professional development, and data collection on local demand for such trainings. Data collected will guide curriculum development of a for-credit food safety certificate of achievement at Delta College.

Strong Workforce Metrics:

Select: 1) • **Number of course enrollments: The number of registrations in courses** - not-for-credit course offerings to serve as pipeline for students to credit courses in degree granting food safety program.

Select: 6) • **Job closely related to field of study: The proportion of students who reported that their current job is close or very close to their field of study** - not-for-credit courses will provide industry certification for job placement and/or advancement.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.4	FPFC, PMA, & CLFP: Funds will provide for student transportation, room and board on a tour of CP SLO to introduce students to opportunities for transfer and career pathways in food safety, agriculture and biotechnology.	Increase student interaction with industry leaders and awareness of current issues in food safety. Career development opportunities for students.	July 2019 (FPFC/PMA Expo) May 2020 (Food Safety Summit)	Dustin Sperling
1.5	Food Safety Summit & NA Food Safety and Quality: conference travel is requested for faculty to update CE program development strategies in order to increase access to continuous workforce improvement and basic skills instruction for San Joaquin County incumbent workers and certificate of achievement for Delta College students.	Professional development to provide faculty with current information on food safety regulations and industry standards. Networking opportunity with food safety experts.	January 2020 (CA Food Producers Conf.) June 2020 (NA Food Safety and Quality)	Dustin Sperling
1.6				

5.3 (15)

STATE OF CALIFORNIA

ELOY ORTIZ OAKLEY, CHANCELLOR

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400
SACRAMENTO, CA 95811-6549
(916) 322-4005
<http://www.cccco.edu>



October 21, 2017

To: Chief Executive Officers
Chief Instructional Officers
Chief Student Services Officers
Career Education (CTE) Deans
Regional Consortia Chairs & Other WED Grantees

From: Van Ton-Quinlivan Vice Chancellor,
CCCCO Workforce & Digital Futures

CC: Javier Romero, Dean, CCCCCO Workforce & Economic Development
CCCCO WED Leadership & Staff
Sector Navigators, Deputy Sector Navigators

**Subject: Match Dollars to Promote Industry Sector Projects-in-Common
Year 2 of the Strong Workforce Program**

INDUSTRY SECTOR PROJECTS IN COMMON (ISPIC)

The CCCCCO Workforce and Economic Development Division is making match funds available to encourage you to invest Strong Workforce dollars* in projects that adopt or adopt/adapt Industry Sector Projects-in-Common (ISPIC). ISPIC projects make it easier for colleges (or regional consortia of colleges) to deliver 'more and better career education' in areas of labor market demand. This suggests the sub-recommendations of the Strong Workforce Task Force, "Develop and broadly publicize industry-informed career pathways that prepare students for jobs needed within the regional labor market".

Our [network of Sector Navigators](#) will administer the rollout of these match funds, with support from their Deputy Sector Navigators. Faculty and colleges are encouraged to contact the pertinent Sector Navigator to learn more.

Each Sector Navigator will have up to \$400,000 in matching funds to deploy and drive workforce outcomes found in LaunchBoard.

**Other funding sources are eligible for the match, such as Adult Education Block Grant funds.*

HOW DO I SEEK OUT THE MATCH?

EXHIBIT B

Begin by reviewing our [ISPIC Index](#) for curated opportunities that you may wish to explore in order to drive student outcomes listed in your LaunchBoard. The ISPIC Index projects have been identified by Sector Navigators (SN) and Deputy Sector Navigators (DSN).

Next, reach out to the pertinent [Sector Navigator](#) to express your interest in adopting or adopting/adapting projects, to better understand how the process will roll out, and to know how commitments of matches can be obtained. Sector Navigators were provided with [guidance on Industry Sector Projects in Common](#) on October 19, 2017.

Concurrently, build support by your college's CIO and Career Education (CTE) Dean to pledge Local Shares of your college's Strong Workforce dollars against the project. Regional Share can also be used.

QUESTIONS can be directed to ispics@cccco.edu

Exhibit C

Chancellor's Office, California Community Colleges
Workforce and Digital Futures Division

GRANT AGREEMENT

ARTICLE I

**Key Talent Administration & Sector Strategy Fiscal Agent
Program-Specific Legal Terms and Conditions
July 2018**

ARTICLE II

**Standard Legal Terms and Conditions
(Revision 5/15/14)**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Sub-Agreements between RSCCD and Grossmont-Cuyamaca Community College District Auxiliary Services, Riverside Community College District, Santa Barbara Community College District and Tulare County Office of Education for the Strong Workforce Program K12 Pathway Coordinators and K14 Technical Assistance Providers Grant	
Action:	Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program K12 Pathway Coordinators and K14 Technical Assistance Providers Initiative (Grant #18-205-011), funded by the California Community Colleges, Workforce and Economic Development Division (WEDD), to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

ANALYSIS

The Chancellor's Office has allocated funds to support K-14 Pathway Technical Assistance Providers (K14 TAPs) to be hosted in each region, as part of the infrastructure to support the K12 Strong Workforce Program. Each host will receive \$285,000 to support the K14 TAP; a Regional Consortium host district, a college or community college district, or another allowable host, e.g., a Local Educational Agency, may serve as a host for the K14 TAP. The Regional Consortia are tasked with identifying the K14 TAP hosts, so that RSCCD, the fiscal agent, can develop agreements with the hosts. The chart below shows the selected hosts for four of the seven regions:

K14 Pathway TAP Host	Region	Agreement No.
Grossmont-Cuyamaca CCD Auxiliary Organization	San Diego/Imperial	DO-18-2559-11
Riverside CCD	Inland Empire/Desert	DO-18-2559-13
Santa Barbara CCD	South Central Coast	DO-18-2559-12
Tulare County Office of Education	Central/Mother Lode	DO-18-2559-10

To access a copy of the sub-agreement exhibits, please [click here](#).

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

It is recommended that the Board approve these sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$1,140,000 (grant-funded)	Board Date: June 17, 2019
Prepared by: Sarah Santoyo, Assistant Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
GROSSMONT-CUYAMACA COMMUNITY COLLEGE DISTRICT
AUXILIARY ORGANIZATION**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 17th day of June, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Grossmont-Cuyamaca Community College District Auxiliary Organization** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program, Award #18-205-011 (hereinafter “Grant”) by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “Prime Sponsor”) to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to **host the K14 Technical Assistance Provider for the San Diego/Imperial Region** and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to implement the Scope of Work (*Exhibit A*), approved by the Prime Sponsor, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions and to perform the work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2019 through December 31, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$285,000.00.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

SUBCONTRACTOR will submit an invoice for an advance payment of 80%, and a final invoice for payment of the remaining 20%. Payment is contingent upon successful performance of the work, as approved by the Chancellor's Office. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

Invoices should be submitted via email to RS@cccoco.edu, and Sarah Santoyo (Santoyo.Sarah@rsccd.edu) and Maria Gil (Gil.Maria@rsccd.edu) should be copied on the submission.

The subject line of the email should be written as follows: INVOICE_K14TAP_SanDiego.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. Guidance on the reporting process and requirement will be provided to the SUBCONTRACTOR by RSCCD.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

8. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. Mutual Indemnification

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

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Sally Cox, Executive Officer
Foundation for Grossmont and Cuyamaca Colleges
8800 Grossmont College Dr.
El Cajon, CA 92020
(619) 644-7684, Sally.Cox@gcccd.edu

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for

Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Grossmont-Cuyamaca
Community College Auxiliary Organization*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: June 17, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Guidance Memo from the Chancellor's Office

Exhibit C: Articles I, Rev. 09/18 and Article II, Rev. 05/14

(NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
RIVERSIDE COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 17th day of June, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Riverside Community College District on behalf of the Inland Empire/Desert Regional Consortium** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program, Award #18-205-011 (hereinafter “Grant”) by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “Prime Sponsor”) to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to **host the K14 Technical Assistance Provider for the Inland Empire/Desert Region** and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to implement the Scope of Work (*Exhibit A*), approved by the Prime Sponsor, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions and to perform the work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2019 through December 31, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$285,000.00.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. **Payment and Invoicing**

SUBCONTRACTOR will submit an invoice for an advance payment of 80%, and a final invoice for payment of the remaining 20%. Payment is contingent upon successful performance of the work, as approved by the Chancellor's Office. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

Invoices should be submitted via email to RS@cccco.edu, and Sarah Santoyo (Santoyo_Sarah@rscdd.edu) and Maria Gil (Gil_Maria@rscdd.edu) should be copied on the submission.

The subject line of the email should be written as follows: INVOICE_K14TAP_InlandEmpire.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. Guidance on the reporting process and requirement will be provided to the SUBCONTRACTOR by RSCCD.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

8. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. Mutual Indemnification

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

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Julie Pehkonen, Chair
Inland Empire/Desert Regional Consortium
3801 Market Street
Riverside, CA 92501
(951) 222-8026, Julie.Pehkonen@rcc.edu

Fiscal Contact:

Melissa Elwood, Controller
Melissa.Elwood@rccd.edu

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Riverside Community
College District*

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Vice Chancellor

Title: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: June 17, 2019

Date: _____

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Guidance Memo from the Chancellor's Office

Exhibit C: Articles I, Rev. 09/18 and Article II, Rev. 05/14

(NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SANTA BARBARA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 17th day of June, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Santa Barbara Community College District** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program, Award #18-205-011 (hereinafter “Grant”) by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “Prime Sponsor”) to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to **host the K14 Technical Assistance Provider for the South Central Coast Region** and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to implement the Scope of Work (*Exhibit A*), approved by the Prime Sponsor, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions and to perform the work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2019 through December 31, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$285,000.00.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. **Payment and Invoicing**

SUBCONTRACTOR will submit an invoice for an advance payment of 80%, and a final invoice for payment of the remaining 20%. Payment is contingent upon successful performance of the work, as

approved by the Chancellor's Office. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

Invoices should be submitted via email to RS@cccoco.edu, and Sarah Santoyo (Santoyo_Sarah@rscdd.edu) and Maria Gil (Gil_Maria@rscdd.edu) should be copied on the submission.

The subject line of the email should be written as follows: INVOICE_K14TAP_SoCentralCoast.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. Guidance on the reporting process and requirement will be provided to the SUBCONTRACTOR by RSCCD.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

8. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have

the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. Mutual Indemnification

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

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Luann Swanberg, Regional Consortium Chair
South Central Coast Regional Consortium
721 Cliff Drive
Santa Barbara, CA 93109
(805) 479-7670, lrswanberg@pipeline.sbccc.edu

Fiscal Contact:

Tonya Yescas, Account Technician
(805) 965-0581

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation

Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Santa Barbara
Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: June 17, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Guidance Memo from the Chancellor's Office

Exhibit C: Articles I, Rev. 09/18 and Article II, Rev. 05/14

(NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
TULARE COUNTY OFFICE OF EDUCATION**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 17th day of June, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Tulare County Office of Education** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program, Award #18-205-011 (hereinafter “Grant”) by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “Prime Sponsor”) to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to **host the K14 Technical Assistance Provider for the Central/Mother Lode Region** and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to implement the Scope of Work (*Exhibit A*), approved by the Prime Sponsor, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions and to perform the work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2019 through December 31, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$285,000.00.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. **Payment and Invoicing**

SUBCONTRACTOR will submit an invoice for an advance payment of 80%, and a final invoice for payment of the remaining 20%. Payment is contingent upon successful performance of the work, as

approved by the Chancellor's Office. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

Invoices should be submitted via email to RS@cccoco.edu, and Sarah Santoyo (Santoyo_Sarah@rsccd.edu) and Maria Gil (Gil_Maria@rsccd.edu) should be copied on the submission.

The subject line of the email should be written as follows: INVOICE_K14TAP_CentralMotherLode.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. Guidance on the reporting process and requirement will be provided to the SUBCONTRACTOR by RSCCD.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

8. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

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SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have

the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

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15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

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In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

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All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

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Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:
Primary Contact:
Lori Morton, Career Pathways Engagement Manager
Tulare County Office of Education
P.O. Box 5091
Visalia, CA 93278-5091
(559) 733-6101, ext. 1123, lori.morton@tcoe.org

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

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By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Tulare County Office of
Education*

By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: June 17, 2019

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Guidance Memo from the Chancellor's Office

Exhibit C: Articles I, Rev. 09/18 and Article II, Rev. 05/14

(NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Correction to Sub-Agreement between RSCCD and Feather River Community College District 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 #18-205-011, funded by the California Community Colleges, 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.

ANALYSIS

The Chancellor's Office allocated funds to support K-14 Technical Assistance Providers (K-14 TAPs) to be hosted in each region, as part of the infrastructure to support the K-12 Strong Workforce Program. The Regional Consortia are tasked with identifying the K-14 TAP hosts, so that RSCCD, the fiscal agent, can develop agreements with the hosts. A Regional Consortium host district, a college or community college district, or another allowable host, e.g., a Local Educational Agency, may serve as a host for a K-14 TAP.

In May 2019, the North/Far North Regional Consortium confirmed that Feather River College would serve as the host for the K-14 TAP for their region. An agreement with Feather River Community College District (DO-18-2559-09) was developed accordingly, and approved by RSCCD Board of Trustees on May 13, 2019. The Total Cost of the Agreement was listed as \$190,000, according to a guidance memo from the Chancellor's Office. However, the actual award is \$285,000, as the \$190,000 in the memo referred to the annual allocation, and the memo acknowledged a prorated amount would be awarded for an 18-month term. Later communication from the Chancellor's Office confirmed that the K-14 TAP awards should be \$285,000 for an 18-month term. A correction to the total cost of the agreement with Feather River Community College District is submitted to reflect the actual award amount of \$285,000.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the correction 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: \$285,000 (grant-funded)	Board Date: June 17, 2019
Prepared by: Sarah Santoyo, Assistant Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FEATHER RIVER COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 17th day of June, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Feather River Community College District** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program, K-12 Workforce Pathways Coordinators and K-14 Technical Assistance Providers Grant Award #18-205-011 (hereinafter “Grant”) by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “Prime Sponsor”) to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to **host the K-14 Technical Assistance Provider for the North Far North Region** and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to implement the Scope of Work (*Exhibit A*), approved by the Prime Sponsor, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions and to perform the work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2019 through December 31, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$285,000.00.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

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Invoices should be submitted via email to RS@cccco.edu, and Sarah Santoyo (Santoyo.Sarah@rsccd.edu) and Maria Gil (Gil.Maria@rsccd.edu) should be copied on the submission.

The subject line of the email should be written as follows: INVOICE_K14TAP_*[name of college district]*.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. Guidance on the reporting process and requirement will be provided to the SUBCONTRACTOR by RSCCD.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.

8. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. Independent Contractor

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12. Record Keeping

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13. Audit

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14. Mutual Indemnification

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

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

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17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Derek Lerch, Dean of Instruction/CIO
Feather River College
570 Golden Eagle Ave.
Quincy, CA 95971
(530) 283-0202, x321, dlersch@frc.edu

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for

Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: *Feather River Community College District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: June 17, 2019

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Guidance Memo from the Chancellor's Office

Exhibit C: Articles I, Rev. 09/18 and Article II, Rev. 05/14

(NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

APPENDIX B

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee):

Please Select District

COLLEGE:

PROJECT:

K14 Technical Assistance Provider

FISCAL YEAR: 2019/20

RFA NUMBER: 18-205-011

FUNDING SOURCE: Workforce & Economic Development Division

PROJECT BUDGET: \$

190,000

EXHIBIT A
APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: K14 Technical Assistance Provider

COLLEGE: 0.0

RFA NUMBER: 18-205-011

CONTACT PAGE

District:	_____		
Address:	_____		
City:	_____	State: CA	Zip: _____

District Superintendent/President <i>(or authorized designee)</i>			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

Responsible Administrator <i>(Should not be the same as Project Director)</i>			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

Project Director <i>(Person responsible for conducting the daily operation of the grant)</i>			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

Person Responsible for Data Entry			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

District Chief Business Officer <i>(or authorized designee)</i>			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

Person Responsible for Budget Certification			
Name:	_____	Phone:	_____
Title:	_____	Fax:	_____
E-mail Address:	_____		

EXHIBIT A

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: K14 Technical Assistance Provider

DISTRICT: Please select District on 'Do First' tab.

COLLEGE: 0.0

RFA NUMBER: 18-205-011

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	190,000
1000		\$	-
		\$	-
2000		\$	-
		\$	-
3000	Employee Benefits	\$	-
		\$	-
4000	Supplies and Materials	\$	-
		\$	-
5000	Other Operating Expenses and Services	\$	-
		\$	-
6000	Capital Outlay	\$	-
		\$	-
7000	Other Outgo	\$	-
		\$	-
TOTAL DIRECT COSTS:		\$	0
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	0
TOTAL COSTS:		\$	0

EXHIBIT A
APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: K14 Technical Assistance Provider

DISTRICT: Please select District on 'Do First' tab.

COLLEGE: 0.0

RFA NUMBER: 18-205-011

APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED	FUNDING REQUIRES MATCH
			\$ 190,000	0%
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 0	\$ 0
3000	EMPLOYEE BENEFITS	3	\$ 0	\$ 0
4000	SUPPLIES AND MATERIALS	4	\$ 0	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 0	\$ 0
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
TOTAL DIRECT COSTS:		8	\$ 0	\$ 0
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$ 0	
TOTAL COSTS:		10	\$ 0	\$ 0

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCCO.

Project Director:

Name: _____ **Title:** _____

Authorized Signature: _____ **Date:** _____

District Chief Business Officer (or authorized designee):

Name: _____ **Title:** _____

Authorized Signature: _____ **Date:** _____

EXHIBIT A
THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: Please Select Project on 'Do First' Tab

SECTOR (If applicable): Please Select Sector on 'Do First' Tab

DISTRICT: Please Select District on 'Do First' Tab

COLLEGE:

FISCAL YEAR: 2017/18

RFA NUMBER: ERROR

**Statement of Work (Annual Workplan)
Objectives/Common Metrics**

Objective: 1

Strong Workforce Metrics:
Select:

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1				
1.2				

5.5 (13)

EXHIBIT A
THIS FORM MAY NOT BE REPLICATED

APPENDIX B

PROJECT: Please Select Project on 'Do First' Tab

SECTOR (If applicable): Please Select Sector on 'Do First' Tab

DISTRICT: Please Select District on 'Do First' Tab

COLLEGE:

FISCAL YEAR: 2017/18

RFA NUMBER: ERROR

Statement of Work (Annual Workplan)
Objectives/Common Metrics

Objective: 1

Strong Workforce Metrics:
Select:

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.3				

S.S (14)



California
Community
Colleges

MEMORANDUM

March 25, 2019

19-005 | Via Email

To: Chief Executive Officers
Chief Instructional Officers
Chief Student Services Officers
Chief Business Officers
CTE Deans
Regional Consortium Chairs

K12 Local Education Agencies

CC: Sheneui Weber, Vice Chancellor
Division of Workforce and Economic Development

California Department of Education

Division of Workforce and Economic Development Leadership and Staff

From: Matthew Roberts, Ed.D., Dean of Workforce and Economic Development
California Community Colleges Chancellor's Office

Subject: Funding Announcement for Career Technical Education Incentive Grant and K12 Strong Workforce Program Combined Key Field Talent Positions

Guidance on the Selection of Career Technical Education Incentive Grant (CTEIG) and K12 SWP Combined Position

The California Community Colleges Chancellor's Office (CCCCO), in partnership with the California Department of Education (CDE), is pleased to announce annual funding to put in place a regional technical assistance structure to assist Local Educational Agencies (LEAs), teachers and industry partners in implementing high-quality CTE programs. Education Code 88833 appropriates up to \$12,000,000 in annual career technical education funding to support the establishment of Career Technical Education Key Talent field positions to support **both the CTE Incentive Grant Program and the K12 component of the Strong Workforce Program** as follows:

1. Eight (8) **K14 Technical Assistance Providers** – roughly one per Strong Workforce regional consortium and funded through each regional consortium;

EXHIBIT B

- a. The state's eight regional target areas under K12 SWP are as follows:
- North Far North region
 - San Francisco Bay Area region
 - Central Valley/Mother Lode region
 - South Central Coast region
 - Los Angeles sub-region
 - Orange County sub-region
 - Inland Empire/Desert region
 - San Diego/Imperial Counties region

This memo provides guidance for the K14 Technical Assistance Providers (K14 TAPs) only. A memo will be forthcoming that provides guidance for the K12 Pathways Coordinator position.

Flow of Funding, Applications and Hiring

The California Community Colleges Chancellor's Office will use a single fiscal agent to administer the \$12 million in K12 SWP funding each year, and during the first year of implementation. This fiscal agent will help process all funding and execute contracts with LEAs and CCC Districts.

The application and employment process for the K14 TAPs will begin shortly and take place locally. See the list of key dates in the next section for an implementation timeline. Each K12 SWP Regional Consortium will activate the eight (8) **K14 Technical Assistance Provider** positions. Positions are expected to begin in July 2019 until the full number is activated.

K14 Technical Assistance Provider

For the K14 Technical Assistance Provider (TAP), each Regional Consortium will determine how to place the position in the region. Regions may use one of the following options to timely onboard each position: 1) to host with the established regional fiscal agent; 2) to have a college within the region host; or, 3) to contract with another allowable fiscal agent. The grant amount is capped: \$190,000.00 per year and includes travel and meeting arrangements. The salary range for this position is suggested to be between \$75,000.00- \$125,000.00 per year including benefits. The range is provided to allow compensation to commensurate with local market rates. The position is expected to start July 1, 2019 and run for 18 months under the first contract. The identified host will therefore receive a prorated grant amount equal to 18 months. The position will be renewable in 12 month increments thereafter (pending approval in the state budget)

EXHIBIT B

Rollout and Timeline for 2018–2019 K14 Technical Assistance Providers

The proposed timeline for applications, selection, and onboarding training of K14 Technical Assistance Providers (TAPs) is as follows:

March 22, 2019	Formal Announcement of \$12 million K12 SWP funding with Job descriptions of K14 TAPs available online.
April 12, 2019	Each Regional Consortium will identify and execute host fiscal agent grant contracts.
April 17, 2019	Applications become available throughout the state for K14 TAPs.
Beginning July 1, 2019	The Regional Consortium and its designated fiscal agent shall execute grant contracts to fiscal agent hosts, and subsequently notify the CCCC and CDE of employment process results.
Ongoing	CCCC and CDE will review executed contracts and coverage, and review process and outcomes of hiring and publish the final selection of K14 TAPs.
July TBD, 2019	Onboarding and Training for K14 TAP

Exhibit C

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers
Program-Specific Legal Terms and Conditions
September 2018**

ARTICLE II

Standard Legal Terms and Conditions
(Revision 5/15/14)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of First Amendment to Sub-Agreement between RSCCD and SCS Engineers for the CalRecycle's Beverage Container Recycling Program Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded a "CalRecycle's Beverage Container Recycling Program" grant, from the Department of Resources Recycling and Recovery. The grant requires RSCCD to implement a source separated beverage container recycling program at the District facilities, including Santa Ana College, Santiago Canyon College, Centennial Education Center, Digital Media Center, Orange County Sheriff's Regional Training Academy, and the District office.

ANALYSIS

In the approved CalRecycle application the scope of work for SCS Engineers totaled up to \$50,000, consisting of grant administration and project management (\$12,000), grant meetings and implementation (\$35,500) and travel (\$2,500). However, the sub-agreement developed for SCS Engineers (DO-17-2223-01), approved by RSCCD Board of Trustees on May 16, 2017, inadvertently excluded the \$2,500 allocated for travel. This first amendment to the sub-agreement (DO-17-2223-01.01) has been developed to rectify the oversight by amending the Statement of Work to include travel and the Total Cost to equal \$50,000.

Project Director: Linda Melendez **Project Administrator:** Peter J. Hardash

RECOMMENDATION

It is recommended that the Board approve the first amendment to the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$2,500 (grant funded)	Board Date: June 17, 2019
Prepared by: Francisco Villaseñor, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SCS ENGINEERS**

This **First Amendment** (hereinafter “Amendment”) is entered into on this 17th day of June, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and SCS Engineers (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded a “CalRecycle’s Beverage Container Recycling Program” grant, (hereinafter “**Grant**”), from the Department of Resources Recycling and Recovery, to implement a source separated beverage container recycling program at the District facilities, including Santa Ana College, Santiago Canyon College, Centennial Education Center, Digital Media Center, Orange County Sheriff’s Regional Training Academy, and the District office.

WHEREAS, SUBCONTRACTOR and RSCCD agree to amend the Scope of Work (*Exhibit B*) for the agreement and amend the Total Cost of the Agreement;

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Item 1. Statement of Work, page 1, of the Agreement is amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the grant timeline and Scope of Work (*Exhibit B, Amended 6/5/19*), 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.

Item 3. Total Cost, page 1, of the Agreement is amended as follows:

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$50,000 USD.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with the first Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this FIRST AMENDMENT to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: SCS Engineers

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: June 17, 2019

Exhibit A

WORK PLAN

Beverage Container Recycling Grant Program
Fiscal Year 2016–17
RBC 28
REVISED 6/5/19

Directions: **This is a required application document.** List the major activities, steps or tasks necessary to implement your project, including start and completion dates. Provide a comprehensive timeframe for accomplishing the activities, with start and completion dates, and include 12 months of California Redemption Value volume. Add rows if needed. After you complete this document, save it to your computer and then upload it to the Documents Tab of your application.

Applicant Name: Rancho Santiago Community College District

MAJOR MILESTONE(S)	START DATE	COMPLETION DATE
Quarterly beverage container volume collection and reporting.	Notice to Proceed	Ongoing
Design and distribute flyer campaign.	Notice to Proceed	Ongoing
Rancho Santiago Community College District (District) to meet with consultant to discuss baseline information	Notice to Proceed	April 2017
Consultant to meet with facility managers at Santa Ana College, Santiago Canyon College, Centennial Education	April 2017	April 2017
Order and place beverage container recycling bins	April 2017	May 2017
Consultant to meet with facility managers at Digital Media Center, Sherriff's Academy, District Office and Orange Education Center for baseline data	April 2017	May 2017
Consultant to meet with student groups and sustainability committee to discuss beverage container recycling improvements	April 2017	May 2017
Research and gather price quotes for beverage container recycling bins for 6 campuses and District office	June 2017	July 2017
Develop signage, select stickers, create brochure and guidelines, and develop staff training material on recycling program	June 2017	July 2017
Train facility managers and custodial staff at each location on the beverage container recycling procedures	June 2017	August 2017
Receive and place recycling bins at each campus and District office	June 2017	August 2017
Coordinate beverage container recycling program with waste hauler	June 2017	June 2017
Beverage container recycling at each location begins	June 2017	July 2017
Progress Report 1 (April – June)	July 1, 2017	July 17, 2017
Create database to track beverage container recycling number in pounds and/or volume by material type	July 2017	August 2017

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
(CalRecycle)

MAJOR MILESTONE(S)	START DATE	COMPLETION DATE
Order additional beverage container recycling bins as needed and place prior to the 2017/2018 school year	August 15, 2017	Sept. 30, 2017
Progress Report 2 (July – September)	October 1, 2017	October 16, 2017
Gather information for monthly status reports (narrative, recycling tonnages, program successes and failures, solutions to challenges).	July 2017	May 1, 2019
Evaluate program successes and challenges every other month and make modifications as needed	July 2017	May 1, 2019
Meet with facility managers at the campuses and District office monthly, then quarterly throughout the duration of the grant	July 2017	May 1, 2019
Meet with the Sustainability Committee quarterly to discuss the grant and recycling improvements	July 2017	May 1, 2019
Develop recycling content for the District website.	July 2017	May 1, 2019
Submit quarterly progress report to CalRecycle	July 2017	May 30, 2019
Conduct bin audit at the end of the 2016/2017 school year	July 2017	September 2019
Review recycling program needs and make adjustments for the 2017/2018 school year	August 1, 2017	Sept. 15, 2017
Progress Report 3 (October – December)	January 1, 2018	January 16, 2018
Progress Report 4 (January – March)	April 1, 2018	April 16, 2018
Progress Report 5 (April – June)	July 1, 2018	July 16, 2018
Progress Report 6 (July-September)	October 1, 2018	October 15, 2018
Progress Report 7 (October-December)	January 1, 2019	January 15, 2019
Progress Report 8 (January-March)	April 1, 2019	April 15, 2019
Start draft final report	May 1, 2019	
Submit draft final report to Grant Manager	June 3, 2019	June 17, 2019
Submit final report and final invoice to Grant Manager		June 28, 2019
Last day to incur costs		June 28, 2019
Grant terminates		June 28, 2019

SCS ENGINEERS

EXHIBIT B

March 13, 2017

REVISED 6/5/19

Mrs. Tracey Conner-Crabbe
Rancho Santiago Community College District
Director of Purchasing Services
2323 N. Broadway
Santa Ana, CA 92706

Subject: Scope of Work for CalRecycle Beverage Container Grant Services

Dear Mrs. Conner-Crabbe:

Rancho Santiago Community College District (District) has requested a scope of work from SCS to assist with the implementation and management of the Cal Recycle Beverage Container Recycling Grant (Grant). The scope of work has been prepared based on our meeting and understanding of the grant application.

BACKGROUND

The District was awarded \$191,200 from CalRecycle's Beverage Container Recycling grant program to implement a source separated beverage container recycling program at the District facilities, including Santa Ana College, Santiago Canyon College, Centennial Education Center, Orange Education Center, Digital Media Center, Orange County Sheriffs Regional Training Academy, and the District office . Due to planned redevelopment of the Orange Education Center, this facility will be removed from the program.

SCOPE OF WORK

Task 1 Grant Administration and Management

SCS will oversee the grant administration and management activities adhering to the grant timeline in **Exhibit A**. Tasks include:

- Serve as primary contact with CalRecycle grant manager.
- Coordinate and direct Grant activities as outlined in the Grant application.
- Monitor and adhere to the Grant schedule, budget, and timeline.
- Prepare quarterly reports and the final report per the revised CalRecycle Beverage Container grant timeline.
- Prepare supporting documentation for Grant, when necessary.
- Obtain approval from CalRecycle grant manager for expenditures.
- Monitor progress toward the Grant goals by utilizing the monthly diversion reports provided by the District's contracted waste hauler.
- Develop a database to track monthly results, and

- Review monthly to determine consistency of beverage container recycling numbers, and to identify any anomalies in order to address any issues promptly.

Task 2 Grant Meetings and Implementation

SCS will manage the following Grant implementation tasks:

- Meet with facility managers at Santa Ana College, Santiago Canyon College, Centennial Education Center, Digital Media Center, Sherriff's Academy, and District Office to gather baseline data and to review recycling program and equipment needs at each campus.
- Implement the beverage container recycling program throughout each of the campuses including classrooms, eating areas, offices, venues, public spaces, etc.
- Oversee the grant and monitor timelines.
- Meet with the Sustainability Committee and/or campus student sustainability groups to provide information on the Grant goals and progress.
- Recommend and order recycling bins for five campuses and District office.
- Receive and place recycling bins at each campus and District office.
- Specify and procure a variety of promotional items in support of the Grant program including stickers, brochure, and guidelines.
- Develop messaging for social media and websites.
- Develop training protocol and train facility managers and custodial staff at each location on the beverage container recycling procedures.
- Coordinate beverage container recycling program with waste hauler.

BUDGET

The estimated fees for SCS to complete the above-described tasks are indicated below and will exceed the below amount. Services will be completed on a time and materials basis. Invoices will be prepared showing a percent complete per task, will be submitted monthly and are to be paid within 30 days. The District must submit to CalRecycle proof of payment for all costs associated with the Grant, in order to obtain reimbursement.

Task	Budget
1. Grant Administration and Project Management	\$12,000.00
2. Grant Meetings and Implementation	\$35,500.00
3. Travel	\$2,500
Total	\$50,000.00

Revised 6/2019 to reflect the work and cost approved in the project application.

Mrs. Tracey Conner-Crabbe
March 15, 2017
Page 3

EXHIBIT B

We look forward to continuing our work with the District on the CalRecycle Beverage Container Grant. If you have any questions about the scope or budget, as detailed above, feel free to contact either Michelle Leonard at (626) 792-9593, or Leslie Lukacs at (707) 484-0441.

Sincerely,



Leslie Lukacs
Project Manager
SCS ENGINEERS



Michelle Leonard
Vice President
SCS ENGINEERS

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SCS ENGINEERS**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 16th day of May, 2017, between Rancho Santiago Community College District (hereinafter "RSCCD") and SCS Engineers (hereinafter "SUBCONTRACTOR"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was awarded a "CalRecycle's Beverage Container Recycling Program" grant, (hereinafter "**Grant**"), from the Department of Resources Recycling and Recovery, to implement a source separated beverage container recycling program at the District facilities, including Santa Ana College, Santiago Canyon College, Centennial Education Center, Digital Media Center, Orange County Sheriff's Regional Training Academy, and the District office.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform work presented in the grant timeline (*Exhibit A*) and according to the Scope of Work (*Exhibit B*), which by reference are incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 20, 2017 through June 28, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$47,500 USD.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (*Exhibit B*) submitted by the

SUBCONTRACTOR and approved by RSCCD, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

Total payments under this Agreement will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. RSCCD may require back-up documentation, if required for compliance with grant terms and conditions. Invoices should include the Agreement number (refer to footer) and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Tracey Conner-Crabbe
Purchasing
2323 North Broadway
Santa Ana, CA 92706

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

9. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

10. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. By entering into

this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

11. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

12. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

13. Mutual Indemnification

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

14. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

15. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Rancho Santiago Community College District
Peter J. Hardash, Program Administrator
2323 N. Broadway, Suite 404-1
Santa Ana, CA 92706
(714) 480-7340; Hardash_Peter@rsccd.edu

SUBCONTRACTOR: SCS Engineers
Leslie Lukacs, Project Manager
438 S. Marengo Avenue
Pasadena, CA 91101
Phone: (707) 484-0441
service@www.scsengineers.com

17. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

18. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions, as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: SCS Engineers

By: 

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: 5/16/17

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: May 15, 2017

Exhibit A

WORK PLAN

**Beverage Container Recycling Grant Program
Fiscal Year 2016–17
RBC 28
REVISED 4/6/17**

Directions: This is a required application document. List the major activities, steps or tasks necessary to implement your project, including start and completion dates. Provide a comprehensive timeframe for accomplishing the activities, with start and completion dates, and include 12 months of California Redemption Value volume. Add rows if needed. After you complete this document, save it to your computer and then upload it to the Documents Tab of your application.

Applicant Name: Rancho Santiago Community College District

MAJOR MILESTONE(S)	START DATE	COMPLETION DATE
Quarterly beverage container volume collection and reporting.	Notice to Proceed	Ongoing
Design and distribute flyer campaign.	Notice to Proceed	Ongoing
Rancho Santiago Community College District (District) to meet with consultant to discuss baseline information	Notice to Proceed	April 2017
Consultant to meet with facility managers at Santa Ana College, Santiago Canyon College, Centennial Education	April 2017	April 2017
Order and place beverage container recycling bins	April 2017	May 2017
Consultant to meet with facility managers at Digital Media Center, Sherriff's Academy, District Office and Orange Education Center for baseline data	April 2017	May 2017
Consultant to meet with student groups and sustainability committee to discuss beverage container recycling improvements	April 2017	May 2017
Research and gather price quotes for beverage container recycling bins for 6 campuses and District office	June 2017	July 2017
Develop signage, select stickers, create brochure and guidelines, and develop staff training material on recycling program	June 2017	July 2017
Train facility managers and custodial staff at each location on the beverage container recycling procedures	June 2017	August 2017
Receive and place recycling bins at each campus and District office	June 2017	August 2017
Coordinate beverage container recycling program with waste hauler	June 2017	June 2017
Beverage container recycling at each location begins	June 2017	July 2017
Progress Report 1 (April – June)	July 1, 2017	July 17, 2017
Create database to track beverage container recycling number in pounds and/or volume by material type	July 2017	August 2017

MAJOR MILESTONE(S)	START DATE	COMPLETION DATE
Order additional beverage container recycling bins as needed and place prior to the 2017/2018 school year	August 15, 2017	Sept. 30, 2017
Progress Report 2 (July – September)	October 1, 2017	October 16, 2017
Gather information for monthly status reports (narrative, recycling tonnages, program successes and failures, solutions to challenges).	July 2017	May 1, 2019
Evaluate program successes and challenges every other month and make modifications as needed	July 2017	May 1, 2019
Meet with facility managers at the campuses and District office monthly, then quarterly throughout the duration of the grant	July 2017	May 1, 2019
Meet with the Sustainability Committee quarterly to discuss the grant and recycling improvements	July 2017	May 1, 2019
Develop recycling content for the District website.	July 2017	May 1, 2019
Submit quarterly progress report to CalRecycle	July 2017	May 30, 2019
Conduct bin audit at the end of the 2016/2017 school year	July 2017	September 2019
Review recycling program needs and make adjustments for the 2017/2018 school year	August 1, 2017	Sept. 15, 2017
Progress Report 3 (October – December)	January 1, 2018	January 16, 2018
Progress Report 4 (January – March)	April 1, 2018	April 16, 2018
Progress Report 5 (April – June)	July 1, 2018	July 16, 2018
Progress Report 6 (July-September)	October 1, 2018	October 15, 2018
Progress Report 7 (October-December)	January 1, 2019	January 15, 2019
Progress Report 8 (January-March)	April 1, 2019	April 15, 2019
Start draft final report	May 1, 2019	
Submit draft final report to Grant Manager	June 3, 2019	June 17, 2019
Submit final report and final invoice to Grant Manager		June 28, 2019
Last day to incur costs		June 28, 2019
Grant terminates		June 28, 2019

SCS ENGINEERS

EXHIBIT B

March 13, 2017

Mrs. Tracey Conner-Crabbe
Rancho Santiago Community College District
Director of Purchasing Services
2323 N. Broadway
Santa Ana, CA 92706

Subject: Scope of Work for CalRecycle Beverage Container Grant Services

Dear Mrs. Conner-Crabbe:

Rancho Santiago Community College District (District) has requested a scope of work from SCS to assist with the implementation and management of the CalRecycle Beverage Container Recycling Grant (Grant). The scope of work has been prepared based on our meeting and understanding of the grant application.

BACKGROUND

The District was awarded \$191,200 from CalRecycle's Beverage Container Recycling grant program to implement a source separated beverage container recycling program at the District facilities, including Santa Ana College, Santiago Canyon College, Centennial Education Center, Orange Education Center, Digital Media Center, Orange County Sheriff's Regional Training Academy, and the District office. Due to planned redevelopment of the Orange Education Center, this facility will be removed from the program.

SCOPE OF WORK

Task 1 Grant Administration and Management

SCS will oversee the grant administration and management activities adhering to the grant timeline in **Exhibit A**. Tasks include:

- Serve as primary contact with CalRecycle grant manager.
- Coordinate and direct Grant activities as outlined in the Grant application.
- Monitor and adhere to the Grant schedule, budget, and timeline.
- Prepare quarterly reports and the final report per the revised CalRecycle Beverage Container grant timeline.
- Prepare supporting documentation for Grant, when necessary.
- Obtain approval from CalRecycle grant manager for expenditures.
- Monitor progress toward the Grant goals by utilizing the monthly diversion reports provided by the District's contracted waste hauler.
- Develop a database to track monthly results, and



- Review monthly to determine consistency of beverage container recycling numbers, and to identify any anomalies in order to address any issues promptly.

Task 2 Grant Meetings and Implementation

SCS will manage the following Grant implementation tasks:

- Meet with facility managers at Santa Ana College, Santiago Canyon College, Centennial Education Center, Digital Media Center, Sherriff's Academy, and District Office to gather baseline data and to review recycling program and equipment needs at each campus.
- Implement the beverage container recycling program throughout each of the campuses including classrooms, eating areas, offices, venues, public spaces, etc.
- Oversee the grant and monitor timelines.
- Meet with the Sustainability Committee and/or campus student sustainability groups to provide information on the Grant goals and progress.
- Recommend and order recycling bins for five campuses and District office.
- Receive and place recycling bins at each campus and District office.
- Specify and procure a variety of promotional items in support of the Grant program including stickers, brochure, and guidelines.
- Develop messaging for social media and websites.
- Develop training protocol and train facility managers and custodial staff at each location on the beverage container recycling procedures.
- Coordinate beverage container recycling program with waste hauler.

BUDGET

The estimated fees for SCS to complete the above-described tasks are indicated below and will exceed the below amount. Services will be completed on a time and materials basis. Invoices will be prepared showing a percent complete per task, will be submitted monthly and are to be paid within 30 days. The District must submit to CalRecycle proof of payment for all costs associated with the Grant, in order to obtain reimbursement.

Task	Budget
1. Grant Administration and Project Management	\$12,000.00
2. Grant Meetings and Implementation	\$35,500.00
Total	\$47,500.00

We look forward to continuing our work with the District on the CalRecycle Beverage Container Grant. If you have any questions about the scope or budget, as detailed above, feel free to contact either Michelle Leonard at (626) 792-9593, or Leslie Lukacs at (707) 484-0441.

Sincerely,



Leslie Lukacs
Project Manager
SCS ENGINEERS



Michelle Leonard
Vice President
SCS ENGINEERS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: June 17, 2019
Re: Approval of Second Amendments to Sub-Agreements between RSCCD and Educational Results Partnership, The Research and Planning (RP) Group and WestEd for the Data Science Tools Grant	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD) was selected to serve as the fiscal agent for the California Community Colleges Chancellor's Office's Data Science Tools Fiscal Agent Grant, which is for the development and maintenance of a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics for community colleges to use for strategic and data-informed program development.

ANALYSIS

The Chancellor's Office has issued a no-cost extension grant award amendment to RSCCD, fiscal agent for the 2018/19 Data Science Tools grant to extend the term through fiscal year 2019/20. Consequently, second amendments have been developed to revise the performance period of July 1, 2018, though June 30, 2019 extended to December 31, 2019, for three sub-award grant partners that include Educational Results Partnership, The Research and Planning (RP) Group and WestEd, with no change to the sub-award amounts. All other terms and conditions remain the same.

To access a copy of the original sub-agreements and amendments, please [click here](#).

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

It is recommended that the Board approve these second amendments to the sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact: none	Board Date: June 17, 2019
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**SECOND AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
EDUCATIONAL RESULTS PARTNERSHIP**

This **second amendment** (hereinafter “Amendment”) to the grant sub-agreement is entered into on this 17th day of June, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Educational Results Partnership** (hereinafter “SUBCONTRACTOR”), to amend that certain agreement #DO-18-2237-02 (hereinafter “Agreement”) dated July 16, 2018, and the first amendment #DO-18-2237-02.01 dated January 14, 2019, between the parties with a term of July 1, 2018, through June 30, 2019 (hereinafter “Term”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Data Science Tools Fiscal Agent Grant,” Prime Award #18-083-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Data Innovation and Infrastructure Division, to develop and maintain a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustee; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Period of Performance will be amend as follows:

2. Period of Performance

The period of performance for this Agreement from July 1, 2018 through June 30, 2019, shall be extended to **December 31, 2019**. This is a no-cost extension with no changes to item 3. “Total Cost”.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this FIRST 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 SECOND AMENDMENT to be executed as of the day that both Parties have signed the Amendment.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

**SUBCONTRACTOR: *Educational Results
Partnership***

By: _____

By: _____

Name: Peter J. Hardash

Name: Anthony Dalton

Title: Vice Chancellor

Title: Business Operations/Fiscal Services

Title: Chief Operating Officer

Date: _____

Date: _____

Board Approval Date: June 17, 2019

95-4839405

Employer/Taxpayer Identification Number (EIN)

**SECOND AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
THE RP GROUP**

This **second amendment** (hereinafter “Amendment”) to the grant sub-agreement is entered into on this 17th day of June, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **The RP Group** (hereinafter “SUBCONTRACTOR”), to amend that certain agreement #DO-18-2237-03 (hereinafter “Agreement”) dated July 16, 2018, and the first amendment #DO-18-2237-03.01 dated January 14, 2019, between the parties with a term of July 1, 2018, through June 30, 2019 (hereinafter “Term”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Data Science Tools Fiscal Agent Grant,” Prime Award #18-083-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Data Innovation and Infrastructure Division, to develop and maintain a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustee; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Period of Performance will be amend as follows:

2. Period of Performance

The period of performance for this Agreement from July 1, 2018 through June 30, 2019, shall be extended to **December 31, 2019**. This is a no-cost extension with no changes to item 3. “Total Cost”.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this FIRST 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 SECOND AMENDMENT to be executed as of the day that both Parties have signed the Amendment.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

SUBCONTRACTOR: *The RP Group*

By: _____

By: _____

Name: Peter J. Hardash

Name: Darla M. Cooper

Title: Vice Chancellor

Title: Business Operations/Fiscal Services

Title: Executive Director

Date: _____

Date: _____

Board Approval Date: June 17, 2019

94-3207140

Employer/Taxpayer Identification Number (EIN)

**SECOND AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
WESTED**

This **second amendment** (hereinafter “Amendment”) to the grant sub-agreement is entered into on this 17th day of June, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **WestEd** (hereinafter “SUBCONTRACTOR”), to amend that certain agreement #DO-18-2237-01 (hereinafter “Agreement”) dated July 16, 2018, and the first amendment #DO-18-2237-01.01 dated January 14, 2019, between the parties with a term of July 1, 2018, through June 30, 2019 (hereinafter “Term”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Data Science Tools Fiscal Agent Grant,” Prime Award #18-083-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Data Innovation and Infrastructure Division, to develop and maintain a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustee; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Period of Performance will be amend as follows:

2. Period of Performance

The period of performance for this Agreement from July 1, 2018 through June 30, 2019, shall be extended to **December 31, 2019**. This is a no-cost extension with no changes to item 3. “Total Cost”.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this FIRST 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 SECOND AMENDMENT to be executed as of the day that both Parties have signed the Amendment.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

SUBCONTRACTOR: WestEd

By: _____

By: _____

Name: Peter J. Hardash

Name: Michael J. Neuenfeldt

Title: Vice Chancellor

Title: Business Operations/Fiscal Services

Title: Director of Finance & Contracts

Date: _____

Date: _____

Board Approval Date: June 17, 2019

94-3233542

Employer/Taxpayer Identification Number (EIN)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: June 17, 2019
Re:	Adoption of Resolution No. 19-13 – California Department of Education for the General Child Care and Development Program (Contract #CCTR-9160)	
Action:	Request for Adoption	

BACKGROUND

Rancho Santiago Community College District received funding from the California Department of Education to provide preschool program services during the performance period of July 1, 2019, through June 30, 2020, in accordance with the funding terms and conditions of Contract No. CCTR-9160.

ANALYSIS

As part of the acceptance process, the California Department of Education requires the Board of Trustees to adopt a resolution designating and approving an authorized representative of the district to sign any related contractual and amendment documents related to Contract No. CCTR-9160.

The project director is Janneth Linnell, Executive Director of Child Development Services and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board adopt the resolution with the California Department of Education and that the Chancellor or his designees be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: none	Board Date: June 17, 2019
Item Prepared by: Huong Nguyen, Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to **enter into this contract agreement** with the California Department of Education for the purpose of providing general child care and development services in the Child Development Centers **and to authorize the designated personnel to sign related contract and amendment documents for the Fiscal Year 2019/2020.**

RESOLUTION NO. 19-13

BE IT RESOLVED that the Board of Trustees of the Rancho Santiago Community College District authorizes entering into and executing the contract agreement number **CCTR-9160** with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____
<u>Enrique Perez, J.D.</u>	<u>Vice Chancellor</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 17th day of June 2019, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Zeke Hernandez, Clerk of the Board of Trustees of the Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: June 17, 2019
Re:	Adoption of Resolution No. 19-14 – California Department of Education for the California State Preschool Program (Contract #CSPP-9358)	
Action:	Request for Adoption	

BACKGROUND

Rancho Santiago Community College District received funding from the California Department of Education to provide preschool program services during the performance period of July 1, 2019, through June 30, 2020, in accordance with the funding terms and conditions of Contract No. CSPP-9358.

ANALYSIS

As part of the acceptance process, the California Department of Education requires the Board of Trustees to adopt a resolution designating and approving an authorized representative of the district to sign any related contractual and amendment documents related to Contract No. CSPP-9358.

The project director is Janneth Linnell, Executive Director of Child Development Services and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board adopt the resolution with the California Department of Education and that the Chancellor or his designees be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: none	Board Date: June 17, 2019
Item Prepared by: Huong Nguyen, Resource Development Coordinator	
Item Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to **enter into this contract agreement** with the California Department of Education for the purpose of providing preschool program services in the Child Development Centers **and to authorize the designated personnel to sign related contract and amendment documents for the Fiscal Year 2019/2020.**

RESOLUTION NO. 19-14

BE IT RESOLVED that the Board of Trustees of the Rancho Santiago Community College District authorizes entering into and executing the contract agreement number **CSPP-9358** with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____
<u>Enrique Perez, J.D.</u>	<u>Vice Chancellor</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 17th day of June 2019, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, Zeke Hernandez, Clerk of the Board of Trustees of the Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement with Full Capacity Marketing Incorporated for the Sector Navigator – Retail/Hospitality/Tourism Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded a 2018/19 Sector Navigator – Retail/Hospitality/Tourism/Learn and Earn, Grant #18-161-001, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. The grant requires the Sector Navigator to create a communication strategy that can provide valuable data and information to community colleges, business/industry partners and other stakeholders to strengthen the workforce development for the Retail/Hospitality/Tourism sector.

ANALYSIS

Full Capacity Marketing Incorporated was contracted on February 25, 2019, as an Independent Contractor to implement Phase I of a project to develop a communication strategy, including brand development, logo designs, and single page web design, for the Retail/Hospitality/Tourism (RHT) sector. Through the implementation of Phase I, the Sector Navigator was able to reassess communication strategy priorities. Consequently, the scope of work for Phase II will create a robust website for the RHT sector to better serve the community colleges and to better engage industry/business partners.

Following the district’s new contracting processes and procedures, a Professional Services Agreement has been developed for Full Capacity Marketing Incorporated to implement Phase II for a total amount of \$10,020, and a performance term of July 1, 2019 through September 30, 2019.

Project Director: Sarah Santoyo Project Administrator: Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$10,020.00 (grant-funded)	Board Date: June 17, 2019
Prepared by: Roxana Pleitez, Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and Full Capacity Marketing, having its principal business address located at 270 N. El Camino Real #285 Encinitas, CA 92024 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, 2019, whichever is later, and shall continue in full force and effect thereafter until and including September 30, 2019 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed ten thousand twenty Dollars (\$10,020) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Sarah Santoyo
Assistant Vice Chancellor, Educational Services, Resource Development
2323 N. Broadway, Suite 201
Santa Ana, Ca 92706

Contractor: Full Capacity Marketing, INC, CEO Celina Shands
270 N. El Camino Real #285
Encinitas, Ca 92024

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

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

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

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

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

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

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

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

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

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

for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: _____

Print Title: _____

Date: _____

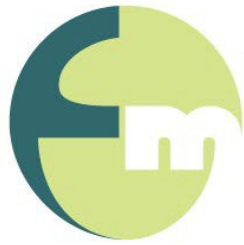
Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

(see following page for Phase II Scope of Work and Payment Schedule)

Exhibit A



full capacity marketing, inc.
elevate your brand

**Powered by California Community Colleges
Retail Hospitality & Tourism (RHT) Sector
Phase 2 PROJECT: July 1, 2019**

Background

The RHT Sector Navigator and Full Capacity Marketing’s (FCM) CEO met to discuss the branding, marketing and communications needs for the RHT sector team, many of whom are new to their positions. The RHT sector is part of a dynamic ecosystem of sector teams that work collaboratively with the 114 colleges in California to support innovation and student success.

For Phase I (completed): RHT was in need of a branding and positioning strategy that could translate into a simple web page to start. Once established, RHT would like a full website developed along with marketing strategies and tools to connect with target audiences that are important to bring RHT work plans to fruition.

Phase 2: Create a fully developed website (see attached document entitled “sitemap”), with additional pages and functionality. Refer to the table below for the Phase 2 deliverables:

Area of Focus	Billable tasks	Staff	Hrs	Rate	Total
Design home page, subpage & newsroom	Designs for 3 site sections, review/input & revisions	Creative Director	38	\$95	\$3,610.00
Infographics for home page	Examine date, layout & design	Creative Director	6	\$95	\$570.00
Map Design	Map for Contacts	Creative Director	4	\$95	\$380.00
Code web page: ADA Compliant Testing	Coding using WordPress with testing & go live	Sr. Web Developer	36	\$115	\$4,140.00
Content Coordination w/SN	SEO content development for site	CEO	4	\$175	\$700.00
Project Management & Meetings	Ongoing customer communication & internal meetings	MarComm Director	4	\$155	\$620.00
Total Phase 2 Budget					\$10,020.00



Montage of dynamic RHT photos similar to <https://industry.visitcalifornia.com/>
No video to start but scrolling words: Retail Ready; Hospitality Ready; Tourism Ready

Our Mission: We cultivate connections between California’s Community Colleges and RHT industries to develop and advocate for innovative programs to launch students into a career they love.

Infographics (bright, vibrant about RHT)

Meet the Experts
(this will be a state of CA map with RHT team contact info)

Career Ready Success Stories
(thumbnails with snippet + link to full story)

Sign Up for eUpdates (Opt in form via B2B Engage with automatic lead generation distributed to RHT team)

5.10 (13)

Bottom Menu Bar with contact info & funding acknowledgements



Menu Bar

About - Summary of work/team/focus

Industry

Educators

Students

Initiatives – Info on projects like Apple Retail Ready

Resources –Section with publications/links

Newsroom – videos, articles, showcasing RHT models and success stories, occupational profiles

5.10 (14)

Contact

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: June 17, 2019
Re: Approval of Service Agreement with Economic Modeling, LLC aka Economic Modeling Specialists International (EMSI) for the Rancho Santiago Adult Education Consortium	
Action: Request for Approval	

BACKGROUND

Through the Rancho Santiago Adult Education Consortium, the state allocated funds to community colleges to support collaborative regional work to improve the quality of education for adults in the region. This is a partnership between Rancho Santiago Community College District, Santa Ana Unified School District, Orange Unified School District, as well as many partners within the region to ensure the coordination of programs and services provided. Program areas include:

- Adult Basic Education
- Adults with Disabilities
- Career Education
- English as a Second Language/Citizenship
- High School Equivalency/High School Diploma
- Pre-Apprenticeship

Rancho Santiago Adult Education Consortium is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds, and developing program and expenditure reports.

ANALYSIS

Rancho Santiago Adult Education Consortium funds will be allocated to the Economic Modeling, LLC, also known as Economic Modeling Specialists International (EMSI), to work collaboratively with the RSCCD Research, Planning and Institutional Effectiveness Department to support the development of economic impact studies for the two continuing education programs at Santa Ana College and at Santiago Canyon College. The enclosed service agreement outlines the terms of the project. The cost shall not exceed \$18,000 (includes two individual economic impact study reports and five factsheets at \$9,000 each). The project performance period will start July 1, 2019; 12 - 20 weeks upon execution of the service agreement. The project liaison will be Nga Pham, Executive Director of RSCCD Research, Planning and Institutional Effectiveness.

RECOMMENDATION

It is recommended that the Board approve this agreement and that the Vice Chancellor, Business Operations/ Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$18,000.00 (grant-funded)	Board Date: June 17, 2019
Prepared by: Nga Pham, Executive Director of RSCCD Research, Planning and Institutional Effectiveness	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



409 S. Jackson Street Moscow,
ID 83843
Tel: 208-882-3500
Fax: 208-882-3317
www.economicmodeling.com

Emsi Representative: Ralph Plaza

Contract: Economic Impact Study (EIS)

This EIS work agreement between Economic Modeling, LLC of Moscow, Idaho (“Emsi”) and Rancho Santiago Community College District Office of Santa Ana, California (“Client”) sets forth the terms and conditions for the provision by Emsi of a pair of economic impact studies (EIS) for Centennial Center Education and Santiago Canyon College – noncredit program, Orange Education Center.

I. Fee

The fee for the pair of EIS is \$18,000.00, payable as follows:

- \$9,000.00 due within 30 days of contract signature
 - \$9,000.00 due upon completion of final report
- Sales tax will be added when applicable

II. Timeline and Scope of Work

The study period is 12-20 weeks from receipt of contract signature.

An Emsi EIS team member will contact Client’s authorized representative to determine a schedule. Emsi will work with Client’s authorized representative to adhere to the following overall timeline:

- Data collection and review phase: Six to ten weeks
- Draft phase: Four to six weeks
- Final phase: Two to four weeks

Emsi will deliver the following reports to Client for both Centennial Center Education and Santiago Canyon College – noncredit program, Orange Education Center:

- Main Report
- Executive Summary
- Fact Sheets
- PowerPoint Presentation

In the event that the Client fails to submit data or feedback to Emsi within the agreed upon schedule, Emsi will no longer be bound to deliver the final reports by the original deadline. Emsi may then deliver the draft reports as finals, and no further revisions will be made if Client does not respond within 60 days. Emsi will not make revisions that in the opinion of the economist preparing the study are not reasonably supported by the data.

For an additional fee Client may have an Emsi consultant travel to the Client’s offices to make a presentation of the EIS results. Please inquire for details.

Client will make available point persons to act as authorized representatives to work with Emsi on data collection, feedback on reports, submission of information to Emsi, and invoicing within the time frame above.

Scope of Work

Economic Impact Analysis

Operations spending impact: Measures the direct, indirect, and induced (i.e., multiplier) employment and income effect of Client's payroll toward faculty, staff, work study students, and operations spending toward contractors and vendors on durable and non-durable goods.

Student spending impact: Measures the impact of new sales generated by out-of-region students and retained students who spend money on food, transportation, and other personal expenses while attending Client.

Alumni impact: Measures the impact of higher student earnings and the increased productivity of local businesses from human capital accumulation in the regional workforce.

Investment Analysis

Student perspective – Analyzes whether students are better off attending Client than not. The analysis accounts for student costs (i.e., tuition and fees, books and supplies, and opportunity costs) and the benefits of education, measured in terms of higher earnings. Benefits are projected out into the future and discounted back to the present to derive a lifetime earnings trajectory used to estimate the students' return on investment.

Taxpayer perspective – Assesses the economic benefits accruing to the taxpayers that are created by Client and their students. Taxpayer benefits include the higher tax revenues and avoided social costs.

Social perspective – Measures the benefits to the public as whole in terms of increased earnings and a variety of external social benefits associated with increases in education, including improved health, reduced crime, and reduced welfare and unemployment claims.



Economic Impact Study Proposal submitted:

May 29, 2019

Emsi will conduct two additional analysis for Rancho Santiago Community College District (RSCCD). Analysis to include the full report, executive summary and 5 factsheets (based on taxpayers' investment, on students' investment, on society's investment, impact to business and commerce community, and a general factsheet):

- Centennial Center Education \$9,000.00
- Santiago Canyon College – noncredit program, Orange Education Center \$9,000.00

We are grateful for this opportunity and look forward to serving RSCCD. I welcome any questions or comments about the information presented in this proposal.

Sincerely, Ralph



P.O. Box 9008 Moscow, ID 83843 208.260-5480 (ph) 208.874.3732 (Cell)

Sales Quotation

Date: 05/29/2019 Quote No. 0517RTP Issued by:
Ralph Plaza

Quote is valid for 60 days

Addendum Quote for Economic Impact Study

Contact Name: Nga Pham

Reference # 0517RTP P.O. Box 9008 Moscow, ID 83843

Pricing

Item	Description	Amount
Total Price	Emsi will conduct the (two) Full Economic Impact Study with the deliverables described above for Centennial Center Education \$9,000.00 and Santiago Canyon College – noncredit program, Orange Education Center \$9,000.00	\$18,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: June 17, 2019
Re: Approval of Amendment to Research Contract with Cambridge West Partnership, LLC (CWP)	
Action: Request for approval	

BACKGROUND

The Rancho Santiago Community College District and its colleges – Santa Ana College and Santiago Canyon College, are currently in the process of ensuring that the functions and responsibilities of district versus campus level are current, appropriate, and transparent. In particular, with increased state and federal initiatives requiring additional data analysis, research and planning efforts, we need assistance from an outside agency to review the existing resources at the district and at the colleges to be efficient and effective.

ANALYSIS

The contract with Cambridge West will address but is not limited to the following items:

- review the current functions and responsibilities of the District Research, Planning and Institutional Effectiveness department and that at the colleges
- identify recent changes within the California Community College system and external environment that have implications on the research and planning functions
- analyze and compare job descriptions to similar multi-college districts
- review program reviews of the district and college research and planning departments
- develop a comparison of staffing levels to similar multi-college districts
- determine strengths and areas of improvement

Amendment to the contract reflects scope of work commencing January 1, 2019. Based on the findings, the project scope of work and expected date of completion may change with agreement of both parties.

RECOMMENDATION

It is recommended that the Board approve this amendment to the contract 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: not to exceed \$35,000.00	Board Date: June 17, 2019
Prepared by: Patricia S. Dueñez, Assistant to Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 17th day of June, 2019, between **CAMBRIDGE WEST PARTNERSHIP, LLC**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT entered into on February 25, 2019 for CONSULTANT to provide services to the DISTRICT regarding a comparative analysis of the functional responsibilities of district vs. campus level research and planning office services as described in the original AGREEMENT. Please amend the AGREEMENT to include the following:
 - 1. AGREEMENT duration shall be from January 1, 2019 through May 31, 2019.
- B. Except as amended herein, the terms and conditions of the AGREEMENT, shall remain in full force and effect.

**CAMBRIDGE WEST PARTNERSHIP,
LLC**

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT OF ORANGE
COUNTY**

By _____

By _____

C.M. Brahmhatt
Managing Director

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal
Services

Date _____

Date _____

COPIES TO:
GENERATING OFFICE
Rancho Santiago Community College
District
2323 N. Broadway, Suite 302
Santa Ana, CA 92706
Enrique Perez, J.D.
Vice Chancellor, Educational Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing

CONTRACT AGREEMENT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND CAMBRIDGE WEST PARTNERSHIP, LLC

This AGREEMENT ("AGREEMENT") between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and CAMBRIDGE WEST PARTNERSHIP, LLC ("CONTRACTOR") shall be effective upon the execution date of this AGREEMENT. DISTRICT and CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services (SERVICES) to assist Rancho Santiago Community College District with a comparative analysis of the functional responsibilities of district vs. campus level research and planning office services, as described in "project proposal" attached hereto; and

WHEREAS, CONTRACTOR warrants and represents to DISTRICT that CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES in a timely manner and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I: CONTRACTOR'S SERVICES AND RESPONSIBILITIES

1. CONTRACTOR shall timely and competently provide those SERVICES set forth in ATTACHMENT 1 of this AGREEMENT.

2. CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. CONTRACTOR agrees it shall take all special precautions necessary to protect the CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.

3. CONTRACTOR consents to use of CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

ARTICLE II: COMPENSATION

1. DISTRICT agrees to pay the CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT. District will be billed at \$175 an hour for 200 hours. Total contract not to exceed \$35,000. Printing (if requested) will be billed separately.

2. CONTRACTOR shall bill the DISTRICT on milestone completions. Billing shall include necessary support sufficient to satisfy the requirements of the DISTRICT. Invoices shall include information that shows progress billing and percentage of phase or phases completed to date of billing.

3. Invoices for payment of services by the CONTRACTOR shall be paid by the DISTRICT within a 45-day period from the invoice receipt date from the CONTRACTOR.

ARTICLE III: TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date of execution by the PARTIES, with CONTRACTOR'S SERVICES to commence on or about February 1st, 2019. All SERVICES shall be completed by no later than May 31st, 2019 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, terminate this AGREEMENT and compensate CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than five days after the day of mailing, whichever occurs first.

ARTICLE IV: INDEMNITY AND INSURANCE

1. CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of CONTRACTOR or of any Officer, Director, Agent, or Employee of CONTRACTOR.

2. DISTRICT agrees to indemnify and hold harmless CONTRACTOR, its officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of DISTRICT or of any Trustees, Officer, Director, Agent, or Employee of DISTRICT.

3. DISTRICT may require CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate.

ARTICLE V: INDEPENDENT CONTRACTOR

1. CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. CONTRACTOR has no authority to bind DISTRICT. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to CONTRACTOR and its employees.

ARTICLE VI: MISCELLANEOUS PROVISIONS

1. An inducement to the DISTRICT for entering into this AGREEMENT is the professional reputation and competence of CONTRACTOR and its employees. Neither this AGREEMENT, nor any

interest therein may be assigned by CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. 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.

6. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY.

7. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:

Peter Hardash
Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
714.480.7340 Office

TO CONTRACTOR:


Cambridge West Partnership, LLC
C. M. Brahmhatt, Managing Director
2472 Chambers Road, Suite 210
Tustin, California 92780

Any such notices personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT

CAMBRIDGE WEST PARTNERSHIP, LLC



Peter Hardash,
Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District



C.M. Brahmhatt, Managing Director

Dated: 3/4/19

Federal ID No. 20-5500381
Dated: 1/31/2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROJECT PROPOSAL

Cambridge West Partnership, LLC (CWP) is pleased to provide a proposal to assist Rancho Santiago Community College District to perform a comparative analysis of the functional responsibilities of district vs. campus-level research and planning offices.

The project will include the following tasks:

1. Based on recent annual FTES, select similar-sized multi-college districts within the California community college system. Perform a comparative analysis of the functional responsibilities of District vs. campus-level research and planning offices in those multi-college districts.
2. Develop a comparison of staffing levels among district office institutional research and planning units located within California community college multi-college districts.
3. Analyze and compare job descriptions for leadership roles in California community college research and planning units located at multi-college district offices with attention to any listings of skills and knowledge expected.
4. Compose a statement of the ideal role of the future institutional research function and personnel from a national vs. California community college perspective.
5. Identify some of the recent changes in the California community college system and the external environment in which they operate which have implication for district and college level research and planning staff groups.
6. Determine the strength and areas for improvement for the Rancho Santiago District Research, Planning and institutional Effectiveness unit. Develop this form interviews and a review of any program reviews that may be available for the District Office and college research units.

We anticipate completing this project in 200 hours at a rate of \$ 175.00 per hour or a total not to exceed \$35,000. Actual hours will be billed.

We plan to begin this project upon approval of the proposal and expect completion by May 31st, 2019. Based on the findings, the project scope and schedule may change with the agreement of both parties.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Agreement with Rancho Santiago Community College District and 25 th Hour Communications for Marketing and Advertising Services	
Action:	Request for Approval	

BACKGROUND

Over the past years, presentations at Board of Trustees meetings have focused on the importance of marketing and advertising at both the college and District level. Due to the competitive marketplace, Santa Ana and Santiago Canyon colleges have worked diligently to build student enrollment. Marketing, public relations, and advertising play a key role in attracting and retaining students.

Over the past years, the District has also worked to increase communication with key stakeholders. Initiatives that have been undertaken include the Report to the Community and the Rancho News e-newsletter. For internal audiences, an online, anonymous employee suggestion box, Suggestion Ox, was initiated. These initiatives require the support of the Public Affairs and Publications department. Additionally, since Santiago Canyon College does not have a public information officer, District Public Affairs and Publications has lent their support to provide key marketing, public relations, web content writing, and social media services. In addition, a wide of array of support services including press release writing and dissemination have been made available to Santa Ana College.

ANALYSIS

25th Hour Communications is a comprehensive marketing and communication agency with expertise in higher education and, in particular, in California community colleges. They are the only firm in U.S. that has two CCPRO All-PROs (the communicator-of-year selected by the California Community College Public Relations Organization) and an NCMPR District 6 Communicator-of-the-Year. These experts have been in the trenches at community colleges, both as employees and as consultants.

25th Hour Communications will continue to provide a wide range of marketing and public relations services to Rancho Santiago Community College District. The scope of work includes:

1. Marketing
2. Media Data Assessment & Plan
3. Advertising
4. Media Buying, Placement, & Tracking
5. Real-Time Digital Dashboard
6. Public and Media Relations
7. Internal Communications
8. External Communications
9. Web Content Development
10. Social Media

This agreement includes a combination of onsite and remote services from July 1, 2019 – December 31, 2019. The District will have one point person onsite two days per week plus access to entire 25th Hour Communications team throughout the term of the contract. The agreement shall not exceed \$70,000. 25th Hour Communications will invoice RSCCD \$9,000 per month based on utilization of the services outlined in the scope of work. An additional \$6,000 will be invoiced for annual subscriptions for the real-

time digital dashboard for both colleges.

RECOMMENDATION

It is recommended that the Board approve the agreement with 25th Hour Communications and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related agreement on behalf of the district.

Fiscal Impact:	\$70,000	Board Date: June 17, 2019
Prepared by:	Patricia S. Duenez, Assistant to the Vice Chancellor, Educational Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

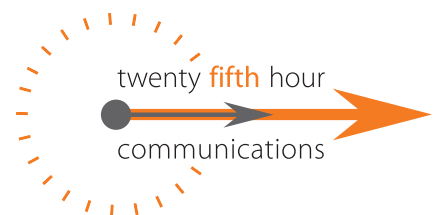
PROPOSAL FOR

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

MARKETING & PUBLIC RELATIONS SERVICES

twenty **fifth** hour communications

Renewal Date: July 1, 2019



25comm.com

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

 25thHourComm  25thHourComm  25th-hour-comm

5.13 (3)

Scope of Work

We will continue to provide a wide range of marketing and public relations services to Rancho Santiago Community College District. This agreement includes a combination of onsite and remote services from July 1, 2019 - December 31, 2019. You will have one point person onsite two days per week, but will have access to our entire team throughout the term of the contract. The scope of work includes:

1) Marketing

We will support district and college departments by writing and implementing marketing plans similar to the SCC Promise Program and the Human Resources Communication Plan. We are also available to support Guided Pathways with branding and marketing plans for SAC and SCC.

2) Media Data Assessment & Plan

We will use RSCCD's recent media survey data through the Strong Workforce Consortium, to create and implement targeted media plans for fall and spring advertising for SCC, SAC and the district.

4) Advertising

We understand that RSCCD is accountable to its taxpayers, which is why every message must not only reach, but resonate, with the target audience the first time. We will create plans in a way that will break through the white noise and set RSCCD apart from its competitors.

We monitor all communication and, where possible, strictly track the ROI so the entire RSCCD team can see the gains the colleges are making. Using analytics, we are able to quantify the effects of the marketing strategy and make changes as needed.

5) Media Buying, Placement, & Tracking

Our goal is to ensure RSCCD is reaching its target audiences using the most effective media mix that will guarantee the highest return on investment. The first thing we do to achieve benefit for you is to reduce the standard 15+% agency commission on media buying and placement to 8% (13% if we are prepaying the media buy). Every dollar matters and we believe your money is best spent on achieving results, not paying a higher rate to cover an agency commission. We will track all digital media, make immediate changes as needed, and provide digital media reports during and after the campaigns. The agency placement fee will be invoiced monthly as incurred on top of the monthly retainer fee.

6) Real-Time Digital Dashboard

An annual subscription for each college that provides access to a customized, password protected dashboard featuring up to the minute comprehensive data on all college digital campaigns managed by 25th Hour.



7) Public and Media Relations

We will create a public/media relations plan that supports your strategic goals. This proposal includes unlimited writing of press releases, distribution and media tracking. Upon completion of each release, we will submit it for review and approval. Upon approval, we will distribute the release and track it through our in-house media tracking system. In addition, we will integrate the releases across RSCCD's social media and web platforms.

We will also coordinate, research, and write publications such as the District Foundation annual report, the Annual Report to the Community, and other publications that may be needed.

8) Internal Communications

We will create and implement an annual internal communications plan. This would include regular research, writing, and distribution of communications such as District Daily, The Link and other internal publications.

9) External Communications

We will continue to develop and distribute the monthly external newsletter, Rancho News. Additionally, we will continue to manage a website online news center, which will feature articles from Rancho News, and other news generated by RSCCD's media monitoring tool.

10) Web Content Development

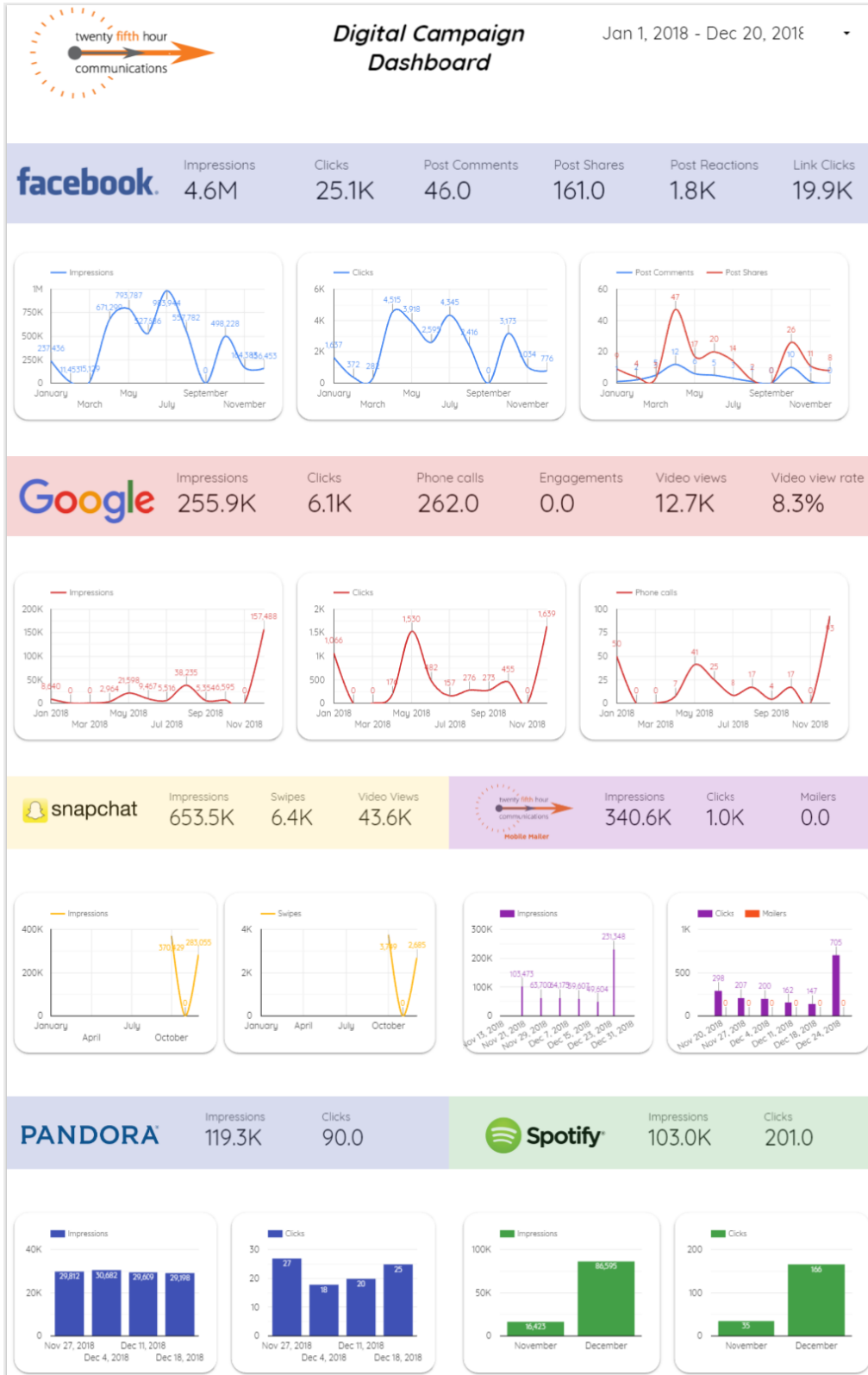
We will serve as the web content support agents for your websites by writing new content as needed.

11) Social Media

We will support social media by assisting with posting and tweeting on a daily basis or as needed, for the district, SAC, and SCC.



SAMPLE DIGITAL DASHBOARD



Terms & Conditions

Terms & Conditions

We will perform all the services listed in this agreement, per the scope of work for 6-months.

Payments

25th Hour Communications will invoice RSCCD for \$9,000 per month based on utilization of the services outlined in the scope of work. An additional \$6,000 will be invoiced for annual subscriptions for the real-time digital dashboard for both colleges. A placement fee of 8% of total media spend will be invoiced for any media buys placed on behalf of the district and its colleges. All advertising costs/ media spends must be paid directly by RSCCD. If 25th Hour Communications, Inc. pays for the buy on behalf of the district or colleges and seeks reimbursement, the placement fee will be increased to 13%. Any printing, postage, third party email subscription services, photography, videography, translation or any direct costs incurred other than those specified in this agreement must be paid by RSCCD or quoted separately by 25th Hour.

Travel

Travel and Expenses are not included and will be billed at our actual costs. We will bill at our actual cost for airfare, rental car, hotel lodging, and home airport parking. We do not seek reimbursement for food and beverages. All flights will be booked at economy rates and only standard hotel rooms will be booked. We will have a local member of our team onsite on a weekly basis so no travel expense would be incurred for that service. For any additional travel required, we will follow this travel policy.

Termination

Either Party may terminate this Agreement, with or without cause upon sixty (60) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

Indemnification

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

Insurance

All services rendered on District Property shall require the contractor to procure, maintain, and keep in full force and effect the following types of insurance:

Comprehensive general liability - No less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Auto Liability - For vendors who will drive on District property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.

Workers' Compensation as required by California State Law. The vendor/contractor shall provide a waiver of subrogation. Workers' Compensation is required if a supplier has any employees. If a supplier does not have any employees then the supplier is exempt from this requirement.

Professional liability insurance (Errors and Omissions), shall be for no less than \$1,000,000 per occurrence to be maintained for the duration of the agreement and three years following its termination. This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. Service providers not providing a professional service are exempt from this requirement.

CONTRACTOR agrees to name DISTRICT and its Board of Trustees, officers, agents and employees as additional insured on its general liability insurance policy and must provide a separate written endorsement.

Signatures:

Notices and Invoices to:

Enrique Perez, J.D., Vice Chancellor
Perez_Enrique@rscdd.edu

Agreement signature page:

By: _____

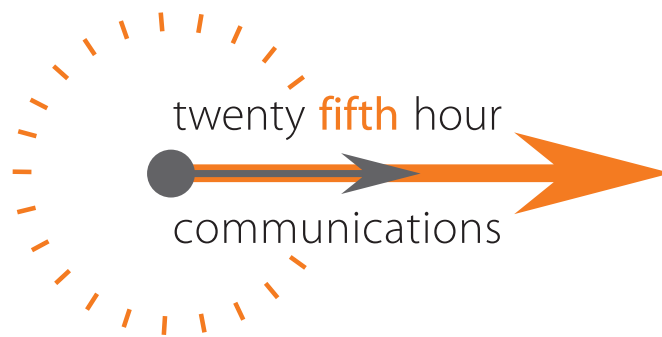
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District

By: _____

Trish Lamantia, Chief Executive Officer

25th Hour Communications, Inc.





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

25comm.com

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Renewal of Contract – Townsend Public Affairs, Inc.	
Action:	Request for Approval	

BACKGROUND

On December 6, 2010 the Board of Trustees approved the contract to engage the consulting services of Townsend Public Affairs, Inc. (TPA) to assist the district in the areas of government and community relations and various other projects as assigned by staff. General Counsel reviewed the original contract and prepared a revised contract for the district's consideration.

ANALYSIS

Townsend Public Affairs, Inc. has assisted the district with the arrangement of meetings with legislators, communication with both Federal and State legislators relating to RSCCD and its interests, and provided an ongoing update of legislation and legislative action. The most recent contract will expire on June 30, 2019. In order to maintain the momentum on various projects, it is requested that the contract with TPA be renewed for the period of July 1, 2019 through June 30, 2020.

In 2018 the fee for this contract was increased by \$500 to \$6,500/month. This was the first such increase since 2010. TPA continues to provide valuable assistance to the district in legislative matters. With the importance of legislative advocacy and monitoring, the district will benefit from continued assistance from TPA.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Contract for Consulting Services with Townsend Public Affairs, Inc. as presented.

Fiscal Impact:	\$6,500/month plus reimbursable expenses	Board Date:	June 17, 2019
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES (“Contract”) is made and entered into this 1st day of July 2019, by and between the Rancho Santiago Community College District, a non-profit corporation, (“Client”), and Townsend Public Affairs, Inc. a California corporation (“Consultant”).

RECITALS

- A. WHEREAS, Consultant has the competence, experience, and expertise to provide professional legislative advocacy and consulting services to Client; and
- B. WHEREAS, Client desires to retain Consultant to provide professional services;
- C. NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Client and Consultant (the “parties”) agree as follows:

CONTRACT

1. Term.

This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."

2. Services.

Consultant will, in accordance with the terms of this Contract, perform the legislative advocacy (lobbying) and consulting services described in Exhibit "A," ("Services").

3. Fees.

Client agrees to pay Consultant for the Services in the amount described in Exhibit "A" in accordance with the provisions of the Fee Schedule in Exhibit "A." Consultant will submit a monthly invoice to Client with a detailed itemized list reflecting the Services performed for the prior month. Upon approval of this invoice, Client will pay the fee and any approved reimbursable expenses incurred for such month. Billing shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. Consultant is responsible for obtaining all outstanding invoices from outside vendors before submitting the final bill to Client. Unless there are exigent circumstances or written agreement between the parties, billings submitted after the final bill is due for such month will not be paid. Client shall pay each billing within thirty (30) days of receipt thereof. Consultant shall not expend any funds on behalf of or in the name of Client in support of any candidate for political office.

4. Expenses.

To qualify as reimbursable expenses, expenses shall be reviewed and approved in writing by the Chancellor prior to such expenses being incurred. Client shall reimburse Consultant for all reasonable reimbursable itemized expenses with third party vendors, including local transportation, meals and entertainment, and travel incurred while transacting business as defined herein on behalf of Client. Consultant shall detail expenses in invoices so as to permit Client to determine the exact name or matter of the expense, the person(s) involved, the date(s) of any expense, and the purpose or necessity for the expense. Client will pay and reimburse only for the actual and ordinary costs for reasonable expenses without premiums or markups. If approved, these expenses will be billed to Client on a monthly basis and will be due upon receipt, as stated in Section 3, above.

5. Indemnity.

Consultant shall indemnify, defend and hold harmless Client and its Board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to Consultant's negligent performance of the Services provided hereunder, or any action involving intentional actions or wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against Client, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of Client. The foregoing indemnification shall apply to the Services rendered on or after the effective date of this Contract.

6. Insurance.

Without limiting Consultant's indemnification of Client and its Board members, officers, agents, employees, and volunteers, Consultant shall provide and maintain at its own expense the following programs of insurance covering Consultant's operations during the term of this Contract. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A.

a. Liability Insurance. Consultant agrees to name Client, including Client's Board members, officers, and employees, as Additional Insureds on an in force Commercial General Liability policy, and Comprehensive Automobile Liability policy, documented by Endorsement, for coverage of not less than \$1,000,000 per occurrence or per claim for bodily injury, personal injury and property damage, and to assure that the Endorsement extends defense, hold harmless and indemnification benefits for all matters referenced in Section 5, above. Said Endorsement shall further provide for notice in writing to Client not less than thirty (30) days prior to the effective date of any cancellation or reduction in coverage or limits of liability. Consultant shall provide Client with copies of all Endorsements satisfying this requirement.

b. Workers' Compensation Insurance. Consultant shall confirm that it carries and maintains in force during the term covered by this Supplement Workers' Compensation insurance of not less than \$1,000,000 per accident.

c. Professional Liability Insurance (Errors and Omissions). Consultant shall procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of the Services under this Contract. Consultant's coverage shall reflect a minimum of \$1,000,000 per occurrence and at least a minimum of \$1,000,000 annual aggregate.

d. Failure on the part of Consultant to procure or maintain required insurance shall constitute a material breach for which Client may immediately terminate this Contract.

7. Laws, Rules and Regulations.

Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.

8. Payment for Performance.

It is the intention of the parties that this Contract and the Services rendered hereunder and the payments made hereunder and the payments made therefore are contingent upon the performance of Consultant according to mutually agreed upon work products and activities. It is also the intention of the parties that this Contract and the Services rendered hereunder and the payments made hereunder and the payments made therefore are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal or the achievement of any specific result.

9. Independent Contractor.

It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. As such, Consultant understands and agrees that Consultant's personnel who furnish services to Client under this Contract are employees solely of Consultant and not of Client for purposes of workers' compensation liability. Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of Consultant for injuries arising from Services performed under this Contract. Consultant shall retain the right to perform services for others under the terms of this Contract during the entire term hereof.

10. Work Product.

Any tangible work product that is developed by Consultant shall be the property of Client.

11. Confidentiality.

Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from Client.

12. Termination.

This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying effective date of termination. Upon receipt of notice of termination by Client, Consultant shall stop services on the date and to the extent specified in the termination notice. Within fifteen (15) days upon any termination, Consultant shall, at its own cost, deliver to Client all files and work product for which under this Contract has been terminated.

13. Entire Agreement; Contract Modifications.

Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

14. Attorneys' Fees.

Client and Consultant agree that the prevailing party in any dispute under this Contract shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.

15. Certification of Non-Discrimination.

By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.

16. Non-Exclusivity.

Consultant acknowledges that nothing in this Contract is intended, nor will be construed, as creating any exclusive contract between Client and Consultant related to the providing of legislative advocacy and consulting services. As such, nothing in this Contract shall be interpreted to restrict or prohibit Client from obtaining similar professional services from other sources.

17. Adherence to Board Policy 3821 Gift Ban Policy.

Consultant is notified that Client's Board adopted the Board Policy 3821 Gift Ban Policy: "5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be

deemed to be gifts: *a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from an single source of fifty dollars (\$50.00) or less during any twelve-month period.*” Consultant acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

18. Notice.

Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To Client: Rancho Santiago Community College District
 Attention: Raúl Rodríguez, Ph.D., Chancellor
 2323 North Broadway
 Santa Ana, California 92706-1640

To Consultant: Townsend Public Affairs, Inc.
 Attention: Christopher Townsend, President
 1401 Dove Street, Suite 330
 Newport Beach, CA 92660

19. Assignment.

No part of this Contract or any right or obligation arising from it is assignable without Client’s written consent. Any attempt by Consultant to assign or subcontract services relating to this Contract without Client’s prior written consent shall constitute a material breach of this Contract.

20. Governing Laws.

This Contract shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this Contract shall be brought in Orange County.

21. Waiver.

No waiver of a breach of any section of this Contract by either party shall constitute a waiver of any other breach of the section or any other section of this Contract.

22. Execution.

The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

CONTRACT FOR CONSULTANT SERVICES

“CONSULTANT”
TOWNSEND PUBLIC AFFAIRS, INC.
a California corporation

“CLIENT”
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
a non-profit corporation

By: _____
Christopher J. Townsend
President

By: _____
Raúl Rodríguez, Ph.D.
Chancellor

**EXHIBIT “A”
TO
CONTRACT FOR CONSULTING SERVICES**

TERM: July 1, 2019 through June 30, 2020

FEE SCHEDULE: \$6,500.00 per month

SERVICES: Consultant shall develop and maintain government and community relations and shall assist with special projects as requested by Client. Consultant shall focus its efforts on the following:

- As directed by Chancellor or designee, pursue funding and other partnerships from the federal Government, State of California and local government agencies for the development, enhancement, and/or expansion of facilities and programs for Client and its two colleges. Advise Client on developing responses to RFPs for Chancellor's Office and other agency grants.
- In coordination with RSCCD Board, Chancellor, and staff, introduce and advocate for legislation desired by Client. Assist in drafting sponsored legislation and assist in finding authors for Client sponsored legislation. Monitor such legislation and meet with legislators and legislative staff to build a coalition of support for the legislation and provide testimony and letters of support or opposition for legislation as directed by Client.
- Monitor statewide community college budget development proposals and advocate for Client’s priorities. Provide weekly status reports on activities and quarterly reports on progress on Client’s legislative goals and priorities. At the end of each month, provide a detailed billing statement outlining all activities performed on behalf of Client. Perform other assignments, as mutually agreed upon by both parties.
- Meet with the Chancellor and other Client representatives on a regular basis to brief them on the progress of achieving strategic goals. Assist Client in developing talking points and letters of support for achieving Client’s priorities.

Client Initials: _____

Consultant Initials: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES

RESOLUTION NO. 19-15

CALLING UPON THE CHANCELLOR OF THE CALIFORNIA COMMUNITY
COLLEGES TO HALT FURTHER CHANGES TO EXTENDED OPPORTUNITY
PROGRAMS AND SERVICES (EOPS) IMPLEMENTING GUIDELINES AND TO WORK IN
COLLEGIAL CONSULTATION WITH EOPS AND STUDENT SERVICES
REPRESENTATIVES STATEWIDE

WHEREAS, EOPS was established in 1969 by the California State Legislature to enable students affected by language, social, and economic handicaps to achieve their educational objective and goals; including, but not limited to, obtaining job skills, certificates, associate degrees, and/or transferring to four-year institutions; and

WHEREAS, EOPS programs, over a 50-year period, have served over 2.5 million students from historically underrepresented and underserved populations with documented success; and

WHEREAS, the service delivery model and successful outcomes affiliated with the EOPS programs have helped to shape and inform the Chancellor's Office Guided Pathway initiatives that are designed to close equity gaps and increase the number of students completing degrees; and

WHEREAS, the EOPS programs at Santa Ana College and Santiago Canyon Community College annually serve over 2,000 students, by providing matriculation assistance and orientation, early clarification of educational and career goals, creation and regular review of the Student Educational Plan, and "over and above" services such as dedicated counselors, textbook assistance, and other benefits to support learning, persistence and timely progress to completion; and

WHEREAS, the data consistently indicates strong performance outcomes at the state, regional and college level for EOPS participants, including higher rates of course enrollment and success for first-time students in English and Math courses, and higher rates of persistence when compared to the general student population; and

WHEREAS, the California Community College's Chancellor's Office (CCCCO) Vice-Chancellor of Student Services and Special Programs recently confirmed that the demographics of the EOPS student population represent extra points and positive contributions to each portion of the new Student Centered Funding Formula; and

WHEREAS, the California Community College's Chancellor's Office has recently informed the EOPS community that changes to the Implementing Guidelines for EOPS will be instituted, in contradiction to existing Title 5 Regulations; and

WHEREAS, the proposed changes would result in allowing waivers for the minimum qualifications for both EOPS Directors and EOPS Counselors, watering down mandatory counseling contacts by allowing "tutoring, workshops and similar services" to count as counseling, eliminating the requirement to have a full-time EOPS Director for programs with over 500 students, and providing a blanket waiver for previously restricted purchases to permit "local level" decision-making regarding use of categorical funds for furniture, remodeling, construction and travel for non-EOPS staff and students. Combined, these proposed changes will diminish, dilute and blur the use of EOPS categorical funding for its intended purpose and recipients; and

WHEREAS, the California Community Colleges Chancellor's Office has not provided an avenue for college leadership to respond and to make suggestions to the Implementing Guidelines;

NOW, THEREFORE, BE IT RESOLVED, that the Rancho Santiago Community College District Board of Trustees opposes the proposed changes to the Implementing Guidelines for EOPS programs statewide as presently written;

NOW, THEREFORE, BE IT RESOLVED, that the Rancho Santiago Community College District Board of Trustees urges the Chancellor of the California Community Colleges to work directly with EOPS managerial and faculty leadership, Student Services professionals, and other field experts to address particular concerns related to the operation and administration of EOPS programs; and

BE IT FURTHER RESOLVED, that the Rancho Santiago Community College District's Board of Trustees urges members of the California Senate and California Assembly to support EOPS programs statewide by opposing changes to the Implementing Guidelines for EOPS.

Dated this 17th day of June 2019

Ayes:

Noes:

Absent:

Abstain:

Dr. Raúl Rodríguez Chancellor
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

June 17, 2019

MANAGEMENT

Employment Agreement/Attachment #1

Estevez, Veronica Jean
District Administrator for Institutional Equity,
Compliance & Title IX
Human Resources
District

2019/2020 Administrator/Academic Supervisor Step Increases/Attachment #2

2019/2020 Management/Classified Supervisor/Confidential Step Increases/Attachment #3

New Job Description/Attachment #4

Deputy Sector Navigator, Business & Entrepreneurship Sector
Career Education & Workforce Development
Human Services & Technology Division
Santa Ana College
Classified Supervisor
Grade Level I

Revised Job Description/Attachment #5

Assistant to the President
District
Classified Confidential
Grade Level M

Appointment

Clacken, Barratt
Director, Technology Infrastructure
& Support Services
Information Technologies Services
District

Effective: June 10, 2019
Salary Placement: D-6 \$155,122.35/Year

Eidgahy, Saeid
Dean of Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: July 1, 2019
Salary Placement: B-5 \$171,219.60/Year
(AC19-0712)

MANAGEMENT (CONT'D)

Interim Assignment

Arteaga, Elizabeth
Interim Dean
Business & Career Technical
Education Division
Santiago Canyon College

Effective: May 28 – June 30, 2019
Salary Placement: B-A \$135,440.91/Year

Extend Interim Assignment/Step Increase

Coto, Jennifer
Interim Dean, Enrollment & Support Services
Student Services
Santiago Canyon College

Effective: July 1, 2019 – August 31, 2019
Salary Placement: B-7 \$188,769.61/Year

End of Interim Assignment/Return to Regular Assignment

Wahl, Susan
Director I, CEC Child Development Center
Child Development Services
District

Effective: July 1, 2019
Salary Placement: L-7 \$99,869.83/Year

Adjusted Salary Placement

Ortiz, Fernando
Dean
Academic Affairs
Santa Ana College

Effective: April 1, 2019
From: B-4 \$163,066.29/Year
To: B-5 \$171,219.60/Year

Steckler, Mary
Interim Associate Dean, Health
Science & Nursing
Santa Ana College

Effective: March 7 – June 30, 2019
From: D-5 \$147,735.57/Year
To: D-7 \$162,878.47/Year

FACULTY

2018/2019 CSEA 888 Revised Permanent Annual & Hourly Salary Schedules/Attachments #6-7

2019/2020 CSEA 888 Contract Step Increases/Attachments #8

2019/2020 FARSCCD Contract Step Increases/Attachment #9

2019/2020 CSEA 888 Contract Stipends/Attachment #10

2019/2020 FARSCCD Contract Athletic Coaching Stipends/Attachment #11

FACULTY (CONT'D)

2019/2020 FARSCCD Contract Coordinator Stipends/Attachment #12

2018/2019 FARSCCD Contract Extension Days/Attachment #13

2019/2020 FARSCCD Contract Extension Days/Attachment #14

Appointment

Arazi, Heather
Assistant Professor, American
Sign Language
Humanities & Social Sciences Division
Santa Ana College
Effective: August 19, 2019
Tentative Salary Placement: II-3 \$62,839.06/Year
(AC19-0757)

Cass, Ann
Assistant Professor/Counselor
Counseling Division
Santa Ana College
Effective: July 31, 2019
Tentative Salary Placement: II-3 \$68,943.72/Year
(AC19-0718)

Daneshman, Angela
Assistant Professor, Earth Science
Mathematics & Sciences Division
Santiago Canyon College
Effective: August 19, 2019
Tentative Salary Placement: II-3 \$62,839.06/Year
(AC19-0706)

Gates, Alana
Assistant Professor, Real Estate
Business & Career Technical
Education Division
Santiago Canyon College
Effective: August 19, 2019
Tentative Salary Placement: I-3 \$58,486.59/Year
(AC19-0739)

Henry, Amanda
Assistant Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College
Effective: August 19, 2019
Tentative Salary Placement: II-3 \$62,839.06/Year
(AC19-0726)

Higuera, Daniel
Assistant Professor, Physical Fitness/
Wellness/Fire Technology
Human Services & Technology Division
Santa Ana College
Effective: August 19, 2019
Tentative Salary Placement: II-3 \$62,839.06/Year
(AC19-0734)

Ho, Huong
Assistant Professor/Counselor
Counseling & Student Support
Services Division
Santiago Canyon College
Effective: July 31, 2019
Tentative Salary Placement: II-3 \$68,943.72/Year
(AC18-0707)

FACULTY (CONT'D)

Appointment (cont'd)

LaBreau, Katie
Assistant Professor, Communication Studies
Fine & Performing Arts Division
Santa Ana College
Effective: August 19, 2019
Tentative Salary Placement: II-3 \$62,839.06/Year
(AC19-0722)

McAdam, Jennifer
Assistant Professor, Chemistry
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: August 19, 2019
Tentative Salary Placement: II-3 \$62,839.06/Year
(AC19-0730)

Medina, Guillermo
Assistant Professor, Kinesiology
Mathematics & Sciences Division
Santiago Canyon College
Effective: August 19, 2019
Tentative Salary Placement: II-3 \$62,839.06/Year
(AC19-0727)

Nardi, Nicholas
Assistant Professor, Psychology
Humanities & Social Sciences Division
Santa Ana College
Effective: August 19, 2019
Tentative Salary Placement: II-3 \$62,839.06/Year
(AC19-0756)

Rehm, David
Assistant Professor, Communication Studies
Fine & Performing Arts Division
Santa Ana College
Effective: August 19, 2019
Tentative Salary Placement: II-3 \$62,839.06/Year
(AC19-0760)

Van Dyke-Kao, Rita
Assistant Professor/Coordinator, ESL
Continuing Education Division
Santiago Canyon College
Effective: August 19, 2019
Tentative Salary Placement: II-3 \$62,839.06/Year
(AC19-0713)

Wang, Wendy
Assistant Professor, Occupational Studies
Human Services & Technology Division
Santa Ana College
Effective: August 19, 2019
Tentative Salary Placement: II-3 \$62,839.06/Year
(AC19-0737)

Reemployment

Wright, Kelley Laney
Professor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College
Effective: August 19, 2019
Salary Placement: VII-B \$120,469.74/Year
(AC19-0705)

FACULTY (CONT'D)

Leave of Absence

Tejeda, Patricia
Counselor
Continuing Education Division (CEC)
Santa Ana College

Effective: July 01, 2019 – January 05, 2020
Reason: Maternity Leave

Ratification of Resignation/Retirement

Mangali, Colleen
Master Teacher, SCC Child Development Center
Child Development Services
District

Effective: June 28, 2019 (Last Day)
Reason: Resignation

Sherod, Susan
Professor, Engineering Technology &
Computer Aided Drafting
Business Division
Santa Ana College

Effective: June 30, 2019 (Last Day)
Reason: Retirement

Beyond Contract/Overload Stipend

Aguilar Beltran, Maria
Professor/Counselor/Coordinator
Assessment Center/Counseling Division
Santa Ana College

Effective: May 1, 2019
Amount: \$1,000.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Aguilar, Beltran, Maria
Professor/Counselor/Coordinator
Assessment Center/Counseling Division
Santa Ana College

May 9, 2019
Amount: \$1,500.00
Reason: Curriculum Development
Project: Basic Skills (2058)

Axtel, Christina
Associate Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: May 9, 2019
Amount: \$750.00
Reason: Other Instructional Support Services
Project: Basic Skills (2058)

Bassett, Dana
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: May 9, 2019
Amount: \$750.00
Reason: Other Instructional Support Services
Project: Basic Skills (2058)

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Bautista, Steven
Professor/Counselor/Coordinator
Center for Teacher Education
Counseling Division
Santa Ana College
Effective: May 1, 2019
Amount: \$1,000.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Beyersdorf, Matthew
Professor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: May 9, 2019
Amount: \$750.00
Reason: Other Instructional Support Services
Project: Basic Skills (2058)

Brandon, Kelly
Professor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: May 9, 2019
Amount: \$750.00
Reason: Other Instructional Support Services
Project: Basic Skills (2058)

Brooks, Debra
Professor, Physical Science/Earth Science/
Astronomy
Math & Science Division
Santa Ana College
Effective: May 7, 2019
Amount: \$300.00
Reason: Program Facilitation
Project: Pathways to Teaching (2240)

Bui, Annette
Assistant Professor/Counselor
Extended Opportunities Programs
& Services
Student Services
Santa Ana College
Effective: May 1, 2019
Amount: \$1,000.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Dwyer, Dalva
Professor, ESL
Humanities & Social Sciences Division
Santa Ana College
May 9, 2019
Amount: \$2,500.00
Reason: Curriculum Development
Project: Basic Skills (2058)

Estrada, Maria
Assistant Professor/Counselor
Extended Opportunities Programs
& Services
Student Services
Santa Ana College
Effective: May 1, 2019
Amount: \$1,000.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Foley, Denise Effective: May 7, 2019
Professor, Biology Amount: \$300.00
Mathematics & Sciences Division Reason: Program Facilitation
Santiago Canyon College Project: Pathways to Teaching (2240)

Funaoka, Marygrace Effective: February 11, 2019
Associate Professor, Human Development/ Amount: \$1,200.00
Education/School Age Reason: Curriculum Development
Human Services & Technology Division Project: Distance Education (3201)
Santa Ana College

Hassel, Elissa May 9, 2019
Professor, ESL Amount: \$1,500.00
Humanities & Social Sciences Division Reason: Curriculum Development
Santa Ana College Project: Basic Skills (2058)

Hauscarriague, Anne Effective: February 11, 2019
Professor, Math Amount: \$300.00
Mathematics & Sciences Division Reason: Program Facilitation
Santiago Canyon College Project: Pathways to Teaching (2240)

Higgins, Conor Effective: May 9, 2019
Assistant Professor, English Amount: \$1,000.00
Humanities & Social Sciences Division Reason: Other Instructional Support Services
Santa Ana College Project: Basic Skills (2058)

Higgins, Mark Effective: May 9, 2019
Professor, English Amount: \$750.00
Humanities & Social Sciences Division Reason: Other Instructional Support Services
Santa Ana College Project: Basic Skills (2058)

Kelley, Sara Effective: May 9, 2019
Assistant Professor, English Amount: \$1,000.00
Humanities & Social Sciences Division Reason: Other Instructional Support Services
Santa Ana College Project: Basic Skills (2058)

Kramer, Jessica Effective: February 11, 2019
Assistant Professor, Math Amount: \$300.00
Mathematics & Sciences Division Reason: Program Facilitation
Santiago Canyon College Project: Pathways to Teaching (2240)

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Mathis, Jane
Associate Professor/Counselor
Extended Opportunities Programs
& Services
Student Services
Santa Ana College

Effective: May 1, 2019
Amount: \$1,000.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Meckes, Ana
Assistant Professor/Counselor
Counseling Division
Santa Ana College

Effective: May 1, 2019
Amount: \$1,000.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Nguyen, Madeleine
Professor/Counselor
Extended Opportunities Programs
& Services
Santa Ana College

Effective: May 1, 2019
Amount: \$1,000.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Nguyen, Thu T.
Associate Professor/Counselor
Counseling Division
Santa Ana College

Effective: May 1, 2019
Amount: \$500.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Oertel, Patricia
Professor, Microbiology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: June 6, 2019
Amount: \$4,924.86
Reason: Program Facilitation
Project: RAISE (1625)

Patterson, Kathleen
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: May 9, 2019
Amount: \$750.00
Reason: Other Instructional
Support Services-English
Project: Basic Skills (2058)

Pastrana, Leo
Associate Professor/Counselor
Counseling Division
Santa Ana College

Effective: May 1, 2019
Amount: \$1,000.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Peraza, Daniel
Assistant Professor/Counselor
Counseling Division
Santa Ana College

Effective: May 1, 2019
Amount: \$1,500.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Peraza, Daniel
Assistant Professor/Counselor
Counseling Division
Santa Ana College
Effective: May 10, 2019
Amount: \$500.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Pineda, Maribel
Assistant Professor/Counselor
Counseling Division
Santa Ana College
Effective: May 1, 2019
Amount: \$1,000.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Rocke, Brandon
Associate Professor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: May 9, 2019
Amount: \$1,000.00
Reason: Other Instructional Support Services
Project: Basic Skills (2058)

Sakamoto, Scott
Professor, Math
Mathematics & Sciences Division
Santiago Canyon College
Effective: February 11, 2019
Amount: \$300.00
Reason: Program Facilitation
Project: Pathways to Teaching (2240)

Simmerman, Stacy
Assistant Professor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: May 9, 2019
Amount: \$750.00
Reason: Other Instructional Support Services
Project: Basic Skills (2058)

Sosta, Rachel
Associate Professor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: May 9, 2019
Amount: \$2,500.00
Reason: Other Instructional Support Services
Project: Basic Skills (2058)

Sweeney, George
Associate Professor, Math
Science, Mathematics & Health
Sciences Division
Santa Ana College
May 9, 2019
Amount: \$1,500.00
Reason: Curriculum Development
Project: Basic Skills (2058)

Taylor, Michael D.
Professor, Botany/Biology
Mathematics & Sciences Division
Santiago Canyon College
Effective: May 7, 2019
Amount: \$300.00
Reason: Program Facilitation
Project: Pathways to Teaching (2240)

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Tran, Melissa
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: May 9, 2019
Amount: \$750.00
Reason: Other Instructional Support Services
Project: Basic Skills (2058)

Vargas, Martha
Professor/Counselor/Coordinator
University Transfer Center
Counseling Division
Santa Ana College

Effective: May 1, 2019
Amount: \$1,000.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Wagner, Joyce
Professor, Math
Mathematics & Sciences Division
Santiago Canyon College

Effective: February 11, 2019
Amount: \$300.00
Reason: Program Facilitation
Project: Pathways to Teaching (2240)

Walczak, Katharine
Associate Professor/Coordinator
Learning Skills
Humanities & Social Sciences Division
Santa Ana College

Effective: May 9, 2019
Amount: \$2,500.00
Reason: Curriculum Development
Project: Basic Skills (2058)

Weber, Merari
Assistant Professor/Coordinator, ESL
Continuing Education Division
Santa Ana College

Effective: May 1, 2019
Amount: \$500.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Zook, Rochelle
Professor/Counselor
Counseling Division
Santa Ana College

Effective: May 1, 2019
Amount: \$1,000.00
Reason: Program Facilitation
Project: Guided Pathways (2252)

Part-time/Hourly New Hires/Rehires

Allgaier, Jennifer D.
Instructor, Dance
Fine & Performing Arts Division
Santa Ana College

Effective: June 17, 2019
Hourly Lecture/Lab Rates: IV-3 \$67.79/\$61.02

Alvarado, Joaquin
Instructor, High School Subjects/Bridge/Biology
Continuing Education Division (CEC)
Santa Ana College

Effective: June 17, 2019
Hourly Lecture Rate: II-3 \$51.51

FACULTY (CONT'D)

Part-time/Hourly New Hires/Rehires (cont'd)

Cohler, Micah A. Effective: June 17, 2019
Instructor, Broadcasting Technology Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Fine & Performing Arts Division
Santa Ana College

Durgin, Darron J. Effective: June 10, 2019
Instructor, Criminal Justice/ Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35
Monitoring Physical Health
Human Services & Technology Division
Santa Ana College

Gloe, Allison K. Effective: June 17, 2019
Instructor, Art Hourly Lecture Rate: II-3 \$61.50
Fine & Performing Arts Division
Santa Ana College

Hatami Far, Marjan Effective: August 19, 2019
Instructor, Accounting Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Business Division
Santa Ana College

Haug, John W. Effective: June 17, 2019
Instructor, Anthropology Hourly Lecture Rate: II-3 \$51.51
Upward Bound Summer Program
Continuing Education Division (OEC)
Santiago Canyon College

Henein, Mary F. Effective: May 16, 2019
Clinical Psychologist Hourly Rate: 1-1 \$76.56
Health & Wellness Center
Santiago Canyon College

Jarjoura, Rola G. Effective: June 17, 2019
Instructor, Accounting and Hourly Lecture Rate: IV-3 \$67.79
Business Administration
Business Division
Santa Ana College

La Pyrne, Kevin M. Effective: June 10, 2019
Instructor, Criminal Justice Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71
Tactical Training
Human Services & Technology Division
Santa Ana College

FACULTY (CONT'D)

Part-time/Hourly New Hires/Rehires (cont'd)

Lira, Stefanie J.
Instructor, History
Humanities & Social Sciences Division
Santa Ana College

Effective: June 17, 2019
Hourly Lecture Rate: IV-3 \$67.69

Lopez, Monica M.
Librarian
Institutional Effectiveness, Library &
Learning Support Services Division
Santiago Canyon College

Effective: June 17, 2019
Hourly Rate: II-4 \$54.89

Marroquin, Michael A.
Instructor, Criminal Justice
Less Lethal/Driving Simulator
Human Services & Technology Division
Santa Ana College

Effective: June 10, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Moran Carrasco, Carlos
Instructor, High School Subjects/ABE
Continuing Education Division (CEC)
Santa Ana College

Effective: June 03, 2019
Hourly Lecture Rate: I-3 \$50.25

Moya, Nicole V.
Instructor, Vocational/Computer Applications
Continuing Education Division (CEC)
Santa Ana College

Effective: June 10, 2019
Hourly Lecture Rate: III-3 \$52.81

Murphy, Maria T.
Instructor, Stagecraft
Fine & Performing Arts Division
Santa Ana College

Effective: June 10, 2019
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Nelson, Geoffrey A.
Instructor, Gemology (equivalency)
Business/Career Technical Education Division
Santiago Canyon College

Effective: June 17, 2019
Hourly Lab Rate: I-4 \$55.35

Page, Jane M.
Instructor, Theatre
Fine & Performing Arts Division
Santa Ana College

Effective: June 10, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

FACULTY (CONT'D)

Part-time/Hourly New Hires/Rehires (cont'd)

Pfeiffer, Miranda
Instructor, Art
Fine & Performing Arts Division
Santa Ana College
Effective: June 17, 2019
Hourly Lecture/Lab Rates: II-3 \$6.150/\$55.35

Ramirez, Christian A.
Instructor, EMLS
Humanities & Social Sciences Division
Santa Ana College
Effective: June 17, 2019
Hourly Lecture Rate: II-3 \$61.50

Raya, Edward S.
Instructor, Public Works/Code Enforcement
Business & Career Technical Education Division
Santiago Canyon College
Effective: June 01, 2019
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Rodriguez, Juan A.
Instructor, Engineering
Business Division
Santa Ana College
Effective: June 17, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Ruland, Kathy
Instructor, Interdisciplinary Basic Skills
Continuing Education Division (CEC)
Santa Ana College
Effective: June 17, 2019
Hourly Lecture Rate: II-4 \$52.81

Shields, Dale E.
Instructor, Criminal Justice/Firearms
Human Services & Technology Division
Santa Ana College
Effective: June 10, 2019
Hourly Lecture/Lab Rates: I-3 \$58.56/\$52.71

Sontag, Brandon M.
Instructor, Criminal Justice
Arrest Control Techniques
Human Services & Technology Division
Santa Ana College
Effective: June 10, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Stanford, Valerie J.
Instructor, Theatre
Fine & Performing Arts Division
Santa Ana College
Effective: June 17, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

FACULTY (CONT'D)

Part-time/Hourly New Hires/Rehires (cont'd)

Weinraub, Jeremy S.
Instructor, Accounting and
Business Administration
Business Division
Santa Ana College

Effective: June 17, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and Veronica Jean Estevez (“Administrator”), on the other hand, hereby enter into this Classified Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of District Administrator for Institutional Equity, Compliance & Title IX (“Position”). Administrator is a “classified employee” as defined in sub-section “b” of Section 87001.5 of the *Education Code*, is a “classified administrator” as defined in sub-section “c” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing May 31, 2019, and ending June 30, 2020. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. If notice of non-reemployment is not given by the District at least six (6) months in advance of the date of termination of this Agreement, then the Agreement shall be extended for one (1) additional year pursuant to Education Code Section 72411(c).

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$150,489.91 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or

extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** Administrator has no retreat rights to any faculty or classified position, except as provided by law.

16. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

17. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

18. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Section 16 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the

settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

19. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

20. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

21. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

22. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

23. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

24. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

BOARD APPROVAL DATE: JUNE 17, 2019

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2019/2020 ADMINISTRATOR/ACADEMIC SUPERVISOR
STEP INCREASES**

ATTACHMENT #2

LAST NAME	FIRST NAME	GRADE	OLD STEP	NEW STEP	OLD SALARY	NEW SALARY	CLASS	POSITION	DESIGNATION
Armstrong	Joanne	B	A	1	\$135,440.91	\$140,862.79	Mgmt	Academic	Administrative
Arteaga	Elizabeth	D	1	2	\$121,542.42	\$127,619.54	Mgmt	Academic	Administrative
Avedesian	Kathryn S.	E	5	6	\$135,599.62	\$142,379.60	Mgmt	Academic	Administrative
Babeshoff	Ruth M.	B	6	7	\$179,780.58	\$188,769.61	Mgmt	Academic	Administrative
Castellon	Maria R.	L	6	7	\$95,114.12	\$99,869.83	Mgmt	Academic	Supervisory
Cowan	Jerelyn	J	3	4	\$90,955.14	\$95,504.24	Mgmt	Academic	Supervisory
Davis	Adriene L.	A	3	4	\$165,915.13	\$174,210.88	Mgmt	Classified	Administrative
De La Rosa	Jennifer M.	D	1	2	\$121,542.42	\$127,619.54	Mgmt	Academic	Administrative
Dela Cruz	Maria	B	1	2	\$140,862.79	\$147,905.93	Mgmt	Academic	Administrative
Dominguez	Gary M.	H	6	7	\$117,483.31	\$123,357.47	Mgmt	Academic	Supervisory
Fasbinder	Lori E.	B	6	7	\$179,780.58	\$188,769.61	Mgmt	Academic	Administrative
Gascon	Christine M.	C	1	2	\$131,209.22	\$137,769.68	Mgmt	Academic	Administrative
Gonzalez	Yezid H.	A	4	5	\$174,210.88	\$182,921.43	Mgmt	Classified	Administrative
Gonzalez	Zeferina	L	6	7	\$95,114.12	\$99,869.83	Mgmt	Academic	Supervisory
Grant	Madeline A.	B	6	7	\$179,780.58	\$188,769.61	Mgmt	Academic	Administrative
Hardash	Peter J.	VC(2)	6	7	\$236,796.56	\$245,558.03	Cab	Academic	Administrative
Hegarty	Mary E.	F	2	3	\$108,847.32	\$114,295.64	Mgmt	Academic	Administrative
Hernandez	John C.	Pres(4)	6	7	\$236,796.56	\$245,558.03	Cab	Academic	Administrative
Hoffman	Simon B.	A	6	7	\$192,067.50	\$201,670.87	Mgmt	Academic	Administrative
Hubbard	Vaniethia	A	6	7	\$192,067.50	\$201,670.87	Mgmt	Academic	Administrative
Isais	Enriqueta	L	6	7	\$95,114.12	\$99,869.83	Mgmt	Academic	Supervisory
Jordan	Loretta M.	D	6	7	\$155,122.35	\$162,878.47	Mgmt	Academic	Administrative
Kennedy	James S.	A	6	7	\$192,067.50	\$201,670.87	Mgmt	Academic	Administrative
Kosko	Christine F.	B	5	6	\$171,219.60	\$192,067.50	Mgmt	Academic	Administrative
Kruizenga	Alicia M.	B	3	4	\$155,301.23	\$163,066.29	Mgmt	Academic	Administrative
Lamb	Jeffrey	A	6	7	\$192,067.50	\$201,670.87	Mgmt	Academic	Administrative
Lawson	Cassell A.	B	3	4	\$155,301.23	\$163,066.29	Mgmt	Academic	Administrative
Leon	Christine M.	D	6	7	\$155,122.35	\$162,878.47	Mgmt	Academic	Administrative
Liang	Mark C.	B	5	6	\$171,219.60	\$192,067.50	Mgmt	Academic	Administrative
Limeburner-Green	Tracie	VC(2)	2	3	\$203,460.00	\$211,434.10	Cab	Academic	Administrative
Linnell	Janneth P.	C	4	5	\$151,891.07	\$159,485.63	Mgmt	Academic	Administrative
Mahany	Donald E.	D	6	7	\$155,122.35	\$162,878.47	Mgmt	Academic	Administrative
Manning	R. Douglas	B	1	2	\$140,862.79	\$147,905.93	Mgmt	Academic	Administrative
Manson	Robert G.	D	6	7	\$155,122.35	\$162,878.47	Mgmt	Academic	Administrative
Martinez-Flores	Marilyn	A	6	7	\$192,067.50	\$201,670.87	Mgmt	Academic	Administrative
Matsumoto	Carri M.	A	6	7	\$192,067.50	\$201,670.87	Mgmt	Classified	Administrative
Mercado-Cota	Teresa	E	6	7	\$142,379.60	\$149,498.58	Mgmt	Academic	Administrative
Miller	Rebecca L.	D	6	7	\$155,122.35	\$162,878.47	Mgmt	Academic	Administrative
Nguyen	Tuyen K.	E	4	5	\$129,146.26	\$135,599.62	Mgmt	Academic	Administrative
O'Connor	Adam M.	A	6	7	\$192,067.50	\$201,670.87	Mgmt	Classified	Administrative
Oforlea	Veronica I.	D	6	7	\$155,122.35	\$162,878.47	Mgmt	Academic	Administrative
Paramore	Stephanie	B	A	1	\$135,440.91	\$140,862.79	Mgmt	Academic	Administrative
Perez	Enrique	VC(2)	6	7	\$236,796.56	\$245,558.03	Cab	Classified	Administrative
Pham	My Le T.	F	1	2	\$103,663.49	\$108,847.32	Mgmt	Academic	Supervisory
Pruznick	Jennifer L.	O	5	6	\$79,212.18	\$83,172.79	Mgmt	Academic	Supervisory
Rizvi	Syed A.	A	6	7	\$192,067.50	\$201,670.87	Mgmt	Academic	Administrative
Rose	Linda D.	Pres(3)	6	7	\$236,796.56	\$245,558.03	Cab	Academic	Administrative
Santoyo	Sarah R.	A	1	2	\$150,489.91	\$158,014.41	Mgmt	Classified	Administrative

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2019/2020 ADMINISTRATOR/ACADEMIC SUPERVISOR
STEP INCREASES**

ATTACHMENT #2

LAST NAME	FIRST NAME	GRADE	OLD STEP	NEW STEP	OLD SALARY	NEW SALARY	CLASS	POSITION	DESIGNATION
Satele	Arleen G.	A	6	7	\$192,067.50	\$201,670.87	Mgmt	Classified	Administrative
Sotelo	Sergio R.	B	6	7	\$179,780.58	\$188,769.61	Mgmt	Academic	Administrative
Stringer	Martin R.	B	6	7	\$179,780.58	\$188,769.61	Mgmt	Academic	Administrative
Taylor	Darryl S.	C	6	7	\$167,459.91	\$175,832.91	Mgmt	Classified	Administrative
Tran	Sheena D.	E	6	7	\$142,379.60	\$149,498.58	Mgmt	Academic	Administrative
Vakil	David	B	6	7	\$179,780.58	\$188,769.61	Mgmt	Academic	Administrative
Van	Connie	O	6	7	\$83,172.79	\$87,331.43	Mgmt	Academic	Supervisory
Vargas Navarro	Jose F.	A	6	7	\$192,067.50	\$201,670.87	Mgmt	Academic	Administrative
Virgoe	Brad	H	5	6	\$111,888.86	\$117,483.31	Mgmt	Academic	Supervisory
Voelcker	Aaron J.	B	4	5	\$163,066.29	\$171,219.60	Mgmt	Academic	Administrative
Winchell	Tim	D	3	4	\$134,000.52	\$140,700.55	Mgmt	Academic	Administrative
Winter	Alistair M.	A	2	3	\$158,014.41	\$165,915.13	Mgmt	Classified	Administrative

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT						
MANAGEMENT/SUPERVISORY/CONFIDENTIAL - STEP INCREASES						
EFFECTIVE JULY 1, 2019						
Note: A Management/Supervisory/Confidential employee must be employed or receive a promotion before January 1st of a fiscal year to receive a step increment on July 1st of the next fiscal year. (Reference, Section 7131 of the Board Policy)						
Colleague_ID	NAME	Grade	STEP	CURRENT RATE	NEW STEP	NEW RATE
1030793	ADAMS, JENNIE	F	A	98730.9	1	103663.49
2340247	ALMARAZ, ERIKA	E	4	129146.26	5	135599.62
1058398	ALONZO, JOSEPH	H	3	101481.53	4	106559.55
1026422	ALVANO, PATRICIA G.	H	6	117483.31	7	123357.47
1067752	BAKER, SCOTT	H	5	111888.86	6	117483.31
1029394	BECERRA, ROSIO	H	5	111888.86	6	117483.31
1025630	BIRK, JOHN	D	6	155122.35	7	162878.47
1060581	CHAMORRO, GUSTAVO	C	6	167459.91	7	175832.91
2346958	CHAVEZ, LORENA	H	1	92052.75	2	96654.74
2102865	COBURN, ALLISON	E	4	129146.26	5	135599.62
1027421	COSSIO MUNIZ, RUTH	C	3	144658.17	4	151891.07
1067414	COVARUBIAS, DEISY	H	6	117483.31	7	123357.47
2393553	CRETE, JESSICA	F	A	98730.9	1	103663.49
1026270	DAVIS, STUART	D	4	140700.55	5	147735.57
1030942	DUENAS, GABRIEL N.	O	6	83172.7	7	87331.43
1027174	DUENEZ, PATRICIA	M	1	67694.02	2	74623.43
2258066	ESTRADA, BRENDA	H	2	96654.74	3	101481.53
1029353	GARCIA, ELVIA	M	4	82266.94	5	86379.61
2372180	GASPAR, MARIO	F	A	98730.9	1	103663.49
1864042	GERARD, DEBRA	J	6	105292.03	7	110556.63
1025542	HONDA, LINDA	L	6	95114.12	7	99869.83
1025939	HOPKINS, DEAN A.	H	5	111888.86	6	117483.31
1060639	HUEGLI, GINA	K	6	99946.22	7	104943.53
1088579	HUOTARI, MONTE	K	6	99946.22	7	104943.53
1026433	JEFFERY, WILLIAM F.	J	6	105292.03	7	110556.63
1167609	JENSEN, MICHAEL	K	6	99946.22	7	104943.53
2420583	LANDIN, ESTHER	H	A	87662.37	1	92052.75
2381846	LAW, MARY	H	A	87662.37	1	92052.75
2029254	LINTHICUM, STEVE	F	6	132298.88	7	138913.83
2231260	LOVE, JANICE	F	2	108847.32	3	114295.64
1350417	LOYA, DIANE	L	6	95114.12	7	99869.83
1028499	LUCARELLI, Anita	K	6	99946.22	7	104943.53
1025956	MARASIGAN, ELOUISE P.	F	6	132298.88	7	138913.83
1028082	MATHEWS, KIMBERLY	H	5	111888.86	6	117483.31
1028328	MAUS, DONALD J.	F	5	125998.94	6	132298.88
2281738	MELLENDEZ, JOEY	E	6	142379.6	7	149498.58
1025207	MELLENDEZ, LINDA	F	3	114295.64	4	120008.43
1025014	MOZAFFARI, LEILA	C	5	159485.63	6	167459.91
1030065	NGUYEN, PHUONG T.	G	6	124564.8	7	130793.04
1025858	NGUYEN, THAO T	G	4	112986.47	5	118633.14
1026531	ODEGARD, ESTHER	M	3	78352.6	4	82266.94
1000001	OROPEZA, ALFONSO	D	6	155122.35	7	162878.47
1027874	OVIEDO, ALEX	I	6	111012.77	7	116563.41
1145085	PACHECO, MANUEL	H	6	117483.31	7	123357.47
1029987	PEREZ, CAROL A.	L	6	95114.12	7	99869.83
1055118	PEREZ, LAKYSHIA	H	A	87662.37	1	92052.75
1030064	PHAM, NGA T.	C	3	144658.17	4	151891.07
1327363	PRADO, FRANCISCO	K	6	99946.22	7	104943.53
2336099	RANDOLPH, SHELLY	G	3	107591.03	4	112986.47
1029232	RODRIGUEZ, SERGIO A.	D	6	155122.35	7	162878.47
1028514	ROMERO, CHRISTINA R.	C	5	159485.63	6	167459.91
2231246	STEFFENS, JOHN	D	2	127619.54	3	134000.52
2360803	TANNER, NANCY	G	A	92951.97	1	97593.65
1029431	TONER, ARMANDO J.	L	6	95114.12	7	99869.83
1030672	TORRES, JETZAMINA	H	2	96654.74	3	101481.53
1027570	TRUONG, HUEY C.	G	6	124564.8	7	130793.04
1092155	VAZQUEZ, ALEJANDRO	O	A	62060.57	1	65168.21
2314075	WALES, CHARLES	I	6	111012.77	7	116563.41
2409846	WARD, ROBERT	O	A	62060.57	1	65168.21
1056289	WERT, RAYMOND	K	6	99946.22	7	104943.53
1027052	WILKERSON, PENNY R.	L	6	95114.12	7	99869.83

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED JUNE 2019

**DEPUTY SECTOR NAVIGATOR
(BUSINESS AND ENTREPRENEURSHIP SECTOR)
JOB DESCRIPTION**

CLASS SUMMARY

The Deputy Sector Navigator (DSN) for the Business and Entrepreneurship sector serves nine community colleges in Orange County to facilitate higher performance levels by the region in achieving the *Vison for Success*. This is a strategic position, responding to significant labor market trends, engaging industry participation and arranging funding that helps build initiatives throughout the region to increase student success. This position works with business and industry, colleges and other stakeholders to help create career educational opportunities for students by engaging in initiatives that enable student employment and lifelong learning in the sector.

REPRESENTATIVE DUTIES

Apply business and industry expertise and fluency in articulating priorities, such that the colleges can take effective action. Provide services to industry through initiatives designed to increase economic development of the sector and promote workforce development activities. Identify industry priorities through industry data, LMI data, LaunchBoard, and Centers of Excellence (COE) research, focusing on: supply/demand gaps to be filled by the colleges; market and technology trends that are impacting workforce requirements; economic and policy drivers that can be leveraged in workforce development; industry players such as associations and major employers; and community college programs in the region that can be leveraged. Cultivate regional industry advisory councils: engage major employers across the regional labor market; develop a common understanding of supply/demand and skills gaps; initiate and manage industry engagement with faculty and administrators; convene regional collaboratives to facilitate faculty and industry joint actions; and facilitate sustainability of the regional collaboratives. Conduct additional research as required: focus groups on specific occupations or initiatives; attend conferences and seminars to expand knowledge of industry priorities; arrange primary research to support and provide information for curriculum development; convene sector-specific groups and specific faculty groups to develop initiatives to enrich student success. Develop and execute a regional sector strategy. Involve external stakeholders such as: workforce boards, regional economic development groups, non- profit groups, K-12, and other DSNs. Support community college Strong Workforce Program (SWP), such as Workforce Pathway Coordinators, K-14 Technical Assistance Providers, etc. Involve internal stakeholders, such as Chief Instructional Officers (CIOs), Career Education (CE) Deans, CE Directors, CE faculty, and other DSNs. Create program enrichment proposals for consideration by the colleges to increase enrollment; build or enhance Guided Pathways; bridge supply/demand gaps; bridge skills gaps; align with regional industry priorities and with industry-recognized credentials. Assist colleges in executing initiatives: market intelligence information; coordinate sector focused faculty professional development; provide input into curriculum development;

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED JUNE 2019

**DEPUTY SECTOR NAVIGATOR
(BUSINESS AND ENTREPRENEURSHIP SECTOR)
JOB DESCRIPTION (CONTINUED)**

build CE faculty communities of practice; and braid other grant funds to support initiatives. Align each college's integrated planning process; assist in curriculum planning and approval process; and collaborate with the statewide Sector Navigators (SNs) and other DSNs in developing initiatives. Work with the Regional Consortia (RC) and regional Center of Excellence to integrate integrate initiatives into the regional plan/strategy. Facilities preparation and approval of SWP and other funding sources.

ORGANIZATIONAL RELATIONSHIPS

This position reports to the designated administrator and is governed by terms of the grant or sub-agreement that funds the position. This position manages the Deputy Sector Navigator Business and Entrepreneurship grant program and supervises the program staff.

QUALIFICATION GUIDE

Required Training and Experience

Bachelor's degree or higher from an accredited institution in a related area; five years' experience in management, administration or delivery of programs in small business, entrepreneurship or economic development.

Knowledge and Abilities

Knowledge of: small business activities in the community and the ability to participate in those activities; higher education mission, organization, operations, policies and objectives in community colleges as it relates to small business/entrepreneurship. SB 1440 Transfer Model Curriculum (TMC), Course Identification Numbering System (C-ID), Chancellor's Office Curriculum Inventory (COCI), Career Technical Education (CTE) framework and model curriculum standards of the California Department of Education, Articulation and Dual Enrollment Policies, Program and Course Approval Handbook (PCAH), and budget preparation and administration within a braided state federal setting.

Ability to: support both the statewide sector strategy and regional consortia strategy; initiate pilot programs that can be scaled statewide; add subject matter expertise to inform team activities; and develop proposals to benefit the colleges through SWP and other funding opportunities.

Board Approval Date: June 17, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED JUNE 2019

ASSISTANT TO THE PRESIDENT JOB DESCRIPTION

CLASS SUMMARY

Under administrative office direction – coordinates communications for the office of the college president; provides office assistance in specialized operations; researches and compiles data and information, and drafts complex reports; coordinates and maintains the president’s schedule; may supervise and train other office workers; and performs related duties and responsibilities as required and assigned.

REPRESENTATIVE DUTIES

Review and organize for submission, all campus Board Docket items. Organizes and coordinates the flow of activities through the office in relation to priorities, schedules, and deadlines; coordinates communications flow by answering questions, obtaining and relaying information, analyzing mail, buffering interruptions, initiating calls and composing correspondence; draft written materials from general instructions; makes appointments and coordinates president’s calendar. Serves as liaison to District Operations and external organizations.

Compiles and checks data and information for a wide variety of specialized projects; Maintains official and confidential files and records as directed. Attend committee meetings, as directed and records minutes. Coordinates the execution of College-wide projects undertaken by the President as well as organizes and prioritizes critical issues and required information for the President to facilitate efficient decision making; Monitors progress/achievement of next steps.

Collaborates with other offices and coordinates events hosted by the President, including campus tours, stakeholder visits, and faculty, staff and student receptions. Elicits cooperation and may backstop or assist other desks; cooperates with faculty, staff, and students by explaining procedures and guidelines; may supervise and train office or student workers; may participate on committees; applies judgment in handling questions or problems in absence of the President.

ORGANIZATIONAL RELATIONSHIPS

Positions in this class report to a college president. These positions apply technical, legal and policy procedures regularly, work under schedules and pressures, and maintain smooth and efficient operating relationships among several activities, and other offices and staff.

Some coordination of communications among secretarial and clerical classes in the offices subordinate to the president is also an expected responsibility for this class.

**ASSISTANT TO THE PRESIDENT
JOB DESCRIPTION (CONTINUED)**

QUALIFICATION GUIDE

Required Training and Experience

Any combination of training and experience equivalent to two years of college level training in office management or similar fields and six years of responsible office and secretarial experience, including two years of experience equivalent to Administrative Secretary or Executive Secretary in this District/College.

Knowledge and Abilities

Thorough Knowledge of: English, grammar, spelling, filing, and arithmetic; modern office methods, procedures, terms and equipment; office management practices; principles and practices of training, supervision and coordination of office workers; principles of record keeping and data compilation, principles of public relations related to office operations.

Knowledge of: The State Education Code and District Rules, Regulations, and Policies relating to the District's operation and administration.

Ability to: do a wide variety of difficult and complex office work involving independent judgment; adapt office procedures and details to changing needs and requirements; compile statistical data and information for reports; effectively meet the public in situations requiring tact, poise, and understanding; follow oral and written directions; read, understand, apply and explain technical policies and materials; work cooperatively and effectively with instructors, administrators, and public; organize an office involved in multiple programs; operate a computer workstation.

Skills: Must complete keyboarding, proofreading, letter set up, secretarial and software skills. Screen committee will use results as one of the selection criteria.

Board Approval Date: June 17, 2019

**Rancho Santiago Community College District
2018/2019 REVISED PERMANENT
ANNUAL SALARY SCHEDULE
CHILD DEVELOPMENT CENTER TEACHERS
CSEA CHAPTER 888
Effective July 1, 2018**

TEACHER

STEP	ASSOCIATE			
	TEACHER	PERMIT	AA	BA
1	\$26,761.38	\$34,456.95	\$36,094.49	\$37,811.85
2	\$27,545.88	\$35,307.74	\$36,943.08	\$38,660.43
3	\$28,330.40	\$36,158.56	\$37,795.00	\$39,512.37
4	\$29,112.64	\$37,010.50	\$38,644.69	\$40,362.06
5	\$29,898.29	\$37,859.06	\$39,494.39	\$41,212.87
6	\$30,682.78	\$38,711.00	\$40,346.32	\$42,063.68
7	\$31,465.01	\$39,561.81	\$41,196.02	\$42,914.50
8	\$32,250.65	\$40,411.51	\$42,047.94	\$43,765.32
9	\$33,032.90	\$41,262.33	\$42,896.52	\$44,615.02
10	\$33,817.41	\$42,112.02	\$43,747.33	\$45,465.83
11	\$34,599.66	\$42,963.96	\$44,600.40	\$46,316.63
12	\$35,385.29	\$43,813.65	\$45,450.09	\$47,165.20

**MASTER
TEACHER**

STEP	AA	BA	MA
	1	\$41,492.72	\$43,479.83
2	\$42,380.63	\$44,367.75	\$46,452.62
3	\$43,267.40	\$45,255.66	\$47,340.53
4	\$44,154.20	\$46,142.44	\$48,288.44
5	\$45,043.21	\$47,030.33	\$49,117.46
6	\$45,931.12	\$47,918.23	\$50,004.24
7	\$46,817.91	\$48,805.01	\$50,892.16
8	\$47,704.69	\$49,690.68	\$51,780.06
9	\$48,592.59	\$50,580.83	\$52,666.84
10	\$49,479.38	\$51,468.75	\$53,554.74
11	\$50,369.54	\$52,355.52	\$54,442.65
12	\$51,258.57	\$53,243.42	\$55,328.32

The annual rate will be paid in 12 equal monthly payments. A \$300/month stipend will be paid to the employee who serves in the capacity of Assistant Director. A \$500/month stipend will be paid to the employee who serves in the capacity of Site Supervisor.

Rancho Santiago Community College District
2018/2019 REVISED PERMANENT
HOURLY SALARY SCHEDULE
CHILD DEVELOPMENT CENTER TEACHERS
CSEA CHAPTER 888
Effective July 1, 2018

TEACHER

STEP	ASSOCIATE TEACHER	PERMIT	AA	BA
1	\$15.11	\$19.76	\$20.75	\$21.78
2	\$15.58	\$20.26	\$21.25	\$22.29
3	\$16.05	\$20.78	\$21.77	\$22.80
4	\$16.52	\$21.30	\$22.29	\$23.32
5	\$17.01	\$21.80	\$22.79	\$23.84
6	\$17.48	\$22.32	\$23.31	\$24.34
7	\$17.95	\$22.84	\$23.83	\$24.86
8	\$18.42	\$23.34	\$24.33	\$25.38
9	\$18.89	\$23.86	\$24.85	\$25.88
10	\$19.37	\$24.38	\$25.37	\$26.40
11	\$19.84	\$24.90	\$25.88	\$26.92
12	\$20.31	\$25.40	\$26.39	\$27.42

MASTER TEACHER

STEP	AA	BA	MA
1	\$24.01	\$25.20	\$26.47
2	\$24.54	\$25.74	\$27.00
3	\$25.07	\$26.28	\$27.54
4	\$25.61	\$26.81	\$28.06
5	\$26.14	\$27.35	\$28.60
6	\$26.68	\$27.88	\$29.14
7	\$27.22	\$28.41	\$29.68
8	\$27.75	\$28.95	\$30.21
9	\$28.29	\$29.49	\$30.75
10	\$28.83	\$30.03	\$31.29
11	\$29.36	\$30.56	\$31.82
12	\$29.90	\$31.10	\$32.36

**19/20 CSEA CHAPTER 888 CHILD DEVELOPMENT TEACHERS
CONTRACT STEP INCREASES
Effective July 1, 2019**

NAME	CTR/SITE	GRADE	OLD STEP	NEW STEP	OLD SALARY	NEW SALARY	OLD HOURLY	NEW HOURLY
Abramovitz, Julieta	DO	MT/BA (2)	2	3	\$43,197.11	\$45,255.66	\$25.06	\$26.28
Benavente, Nicole	SAC ECEC	MT/BA (2)	4	5	\$44,924.97	\$47,030.33	\$26.10	\$27.35
Candela, Catherine	DO	MT/BA (2)	7	8	\$47,517.29	\$49,690.68	\$27.66	\$28.95
Carnero, Allyce	SAC ECEC	MT/BA (2)	1	2	\$42,332.62	\$44,367.75	\$24.53	\$25.74
Castaneda, Daisy	SAC EAST/Remington	MT/BA (2)	11	12(M)	\$50,974.12	\$53,243.42	\$29.75	\$31.10
Cervantes, Isela	EHS/DO	MT/BA (2)	7	8	\$47,517.29	\$49,690.68	\$27.66	\$28.95
Chavez, Erika	SCC	MT/AA (1)	4	5	\$42,989.19	\$45,043.21	\$24.94	\$26.04
Cordoba, Luz	SAC ECEC	MT/BA (2)	9	10	\$49,246.26	\$51,468.75	\$28.71	\$30.03
Covarrubias, Julisa	DO	MT/BA (2)	3	4	\$44,061.59	\$46,142.44	\$25.58	\$26.81
Escalera, Juana	SAC ECEC	MT/BA (2)	6	7	\$46,653.91	\$48,805.01	\$27.15	\$28.41
Escobar Pacheco, Ximena	SAC EAST	MT/BA (2)	2	3	\$43,197.11	\$45,255.66	\$25.06	\$26.28
Iniguez, Imelda	SAC ECEC	MT/BA (2)	9	10	\$49,246.26	\$51,468.75	\$28.71	\$30.03
Jorquera, Paz	SAC ECEC	MT/AA (1)	8	9	\$46,446.00	\$48,592.59	\$27.02	\$28.29
Le, Vy	SAC ECEC	MT/BA (2)	2	3	\$43,197.11	\$45,255.66	\$25.06	\$26.28
Lemus Vallejo, Cristina	SAC ECEC	T/BA (4)	8	9	\$42,610.57	\$44,615.02	\$24.71	\$25.88
Montalbetti de Perez, Laura	DO	MT/BA (2)	3	4	\$44,061.59	\$46,142.44	\$25.58	\$26.81
Nichols, Teresa	SAC EAST	T/BA (4)	10	11	\$44,266.22	\$46,316.63	\$25.70	\$26.92
Ortiz, Consuelo	SAC ECEC	MT/MA (3)	4	5	\$46,955.93	\$49,117.46	\$27.32	\$28.60
Paz-Lugo, Artemisa	CEC	MT/BA (2)	8	9	\$48,379.59	\$50,580.83	\$28.19	\$29.49
Perez Zuniga, Elvia	SAC EAST	T/P (2)	8	9	\$39,345.25	\$41,262.33	\$22.73	\$23.86
Ramirez, Lilia	SAC EAST	MT/BA (2)	4	5	\$44,924.97	\$47,030.33	\$26.10	\$27.35
Resseguie, Florence	SAC EAST/Remington	MT/AA (1)	1	2	\$40,397.94	\$42,380.63	\$23.37	\$24.54
Sanchez, Sandra C.	SAC ECEC	MT/BA (2)	1	2	\$42,332.62	\$44,367.75	\$24.53	\$25.74
Santamaria, Sandra	DO	MT/AA (1)	7	8	\$45,582.62	\$47,704.69	\$26.50	\$27.75
Witron, Briseyda	SAC ECEC	MT/BA (2)	2	3	\$43,197.11	\$45,255.66	\$25.06	\$26.28

6.1 (27)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
19/20 FARSCCD CONTRACT STEP INCREASES**

ATTACHMENT #9

LAST NAME	FIRST NAME	LOC	DUTY			SALARY
			DAYS	CLASS	STEP	
Alduenda	Leann	SAC	175	V	15	\$103,814.99
Babayan	Diana	SCC	175	V	16(M)	\$106,506.00
Barrios	Andrew	SAC	175	II	5	\$68,232.31
Batth	Navanjot	SCC	175	II	6	\$70,925.56
Beltran	Jennie	SAC	175	III	13	\$92,664.37
Bennett	Sarah	SAC	175	II	14	\$92,481.77
Benson	Kyla	SAC	175	II	14	\$92,481.77
Bootman	Ashly	SAC	175	II	15(M)	\$95,176.15
Breeden	Emma	SCC	175	III	15(M)	\$98,055.39
Briones	Michael	SAC	175	II	8	\$76,309.86
Brocatto	Carlos	SAC	175	V	12	\$95,726.22
Bui	Annette	SAC	192	III	7	\$83,937.05
Cannon	Christopher	SAC	175	VI	16(1)	\$109,389.72
Carpio	Brenda	SCC	175	VI	13	\$101,306.57
Carriger	Lisa	SAC	175	V	9	\$87,652.05
Carrion	Rodolfo	SCC	192	VI	B(1)	\$128,885.08
Chaidez	Maria	SCC	192	III	11	\$95,751.99
Chamberlain	Amberly	SAC	175	IV	13	\$95,548.09
Clark	Stephanie	SAC	175	IV	15	\$100,939.10
Corp	Richard	SAC	175	III	15(M)	\$98,055.39
Cotter	Matthew	SCC	175	II	12	\$87,095.23
Crabill	Phillip	SCC	192	VII	15	\$120,352.11
Crammer	Cale	SCC	175	VI	14	\$104,004.31
Cummings	Reyna	SAC	175	V	14	\$101,122.85
Danova	Veselka	SCC	175	II	15(M)	\$95,176.15
Daugherty	Seth	SCC	175	VI	13	\$101,306.57
De Carbo	Michael	SCC	175	VI	B(1)	\$117,472.87
Deluna	Daniel	SAC	175	II	12	\$87,095.23
Dennis	Jeffry	SCC	175	V	12	\$95,726.22
Dermody	Michael	SAC	175	VI	13	\$101,306.57
Diamond	Zachary	SAC	175	II	8	\$76,309.86
Dibb	Patrick	SAC	175	V	15	\$103,814.99
Diller	Jeffrey	SAC	175	II	10	\$81,706.48
Dinh-Mahavongtrakul	Minhan	SAC	175	VII	7	\$88,142.76
Dombroske	Leona	SAC	175	VII	13	\$104,306.81
Dufala	Christopher	SAC	175	III	12	\$89,972.24
Dumon	Dori	SAC	175	II	13	\$89,787.38
Engstrom	Vanessa	SCC	175	IV	15	\$100,939.10
Escobar	Dora	SCC	192	VI	15	\$117,061.71
Estrada	Maria	SAC	192	II	14	\$101,466.77
Ettinger	Becky	SAC	175	VII	B(1)	\$120,469.74
Fernandez	Joseph	SAC	175	VI	12	\$98,609.95
Fosmire	Edward	SAC	175	IV	15	\$100,939.10
Freese	Amy	SCC	175	V	14	\$101,122.85
Funaoka	Marygrace	SAC	175	VII	16(1)	\$112,389.96

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
19/20 FARSCCD CONTRACT STEP INCREASES**

ATTACHMENT #9

LAST NAME	FIRST NAME	LOC	DUTY			SALARY
			DAYS	CLASS	STEP	
Galvan	Juana	SCC	192	III	9	\$89,853.47
Gause	Tiffany	SCC	175	II	12	\$87,095.23
Gonzales	Gregory	SAC	175	I	12(M)	\$82,734.94
Gonzalez	Adrianna	CEC/SA	175	VI	13	\$101,306.57
Gonzalez-Diaz	Haydee	SAC	192	III	11	\$95,751.99
Govea-Von Velasco	Melissa	SCC	175	III	14	\$95,359.88
Graham	Song Nguyet	SCC	192	VI	14	\$114,108.52
Guerrero	Martha	SAC	175	VII	B(1)	\$120,469.74
Guevara	Angela	OEC/SC	175	V	14	\$101,122.85
Gutierrez	Erika	SCC	175	VI	14	\$104,004.31
Ha	Michael	CEC/SA	192	VI	12	\$108,189.84
Hall	Kathryn	SCC	175	V	14	\$101,122.85
Hardy	Michelle	SAC	175	V	16(M)	\$106,506.00
Hedenberg	Lacy	SCC	192	V	12	\$105,026.04
Hernandez	Rosalba	OEC/SC	192	IV	14	\$107,786.54
Higgins	Conor	SAC	175	III	9	\$81,896.92
Hoang	Susan	SAC	175	VI	13	\$101,306.57
Horenstein	Daniel	SAC	175	II	5	\$68,232.31
Hostetter	Darren	SAC	175	VI	15	\$106,696.46
Howell	Scott	SCC	175	VII	A(1)	\$116,429.84
James	Scott	SCC	192	III	14	\$104,623.85
Jang	Charles	SAC	175	VI	16(1)	\$109,389.72
Jin	Jungwon	SAC	175	VII	A(1)	\$116,429.84
Johnson	Kimberly	SCC	175	II	15(M)	\$95,176.15
Jones	Louise	SAC	175	VII	14	\$107,002.31
Kelley	Sara	SAC	175	II	11	\$84,399.74
Khalid	Donna	CEC/SA	175	VII	14	\$107,002.31
Kimmel	Michelle	SAC	175	VII	12	\$101,612.42
King	Judith	SAC	175	IV	8	\$82,070.58
Knight	Annie	SAC	175	II	15(M)	\$95,176.15
Kowsari	Ali	SAC	175	VI	8	\$87,838.02
Kramer	Jessica	SCC	175	IV	10	\$87,459.34
Lamourelle	Chantal	SAC	175	III	14	\$95,359.88
Lange	Megan	SAC	175	VI	6	\$82,445.88
Littlejohn (Lastra)	Stacey	SAC	175	IV	11	\$90,159.32
Lopez Mercedes	Jose	CEC/SA	175	IV	13	\$95,548.09
Lui	Rachel	SAC	175	VI	10	\$93,221.18
Macintyre	Michelle	SAC	192	VI	15	\$117,061.71
Madrigal	Osiel	CEC/SA	175	VII	13	\$104,306.81
Maertzweiler Laney	Marianne	SCC	175	III	12	\$89,972.24
Malone	Charlie	SCC	175	VI	16(1)	\$109,389.72
Mandir	Joshua	SAC	175	VII	16(1)	\$112,389.96
Marr	John	SAC	175	VI	16(1)	\$109,389.72
Martin	Linda	SCC	175	V	15	\$103,814.99
Martin (Kirchen)	DeAnna	SCC	175	VI	13	\$101,306.57

Prepared by Penny Wilkerson
06/07/2019
Board Approval Date: 06/17/2019

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
19/20 FARSCCD CONTRACT STEP INCREASES**

ATTACHMENT #9

LAST NAME	FIRST NAME	LOC	DUTY			SALARY
			DAYS	CLASS	STEP	
Mathot	Sarah	SAC	175	IV	15	\$100,939.10
McCallick	Mark	SAC	175	IV	16(M)	\$103,634.61
McKenna	Dawn	SAC	175	II	11	\$84,399.74
McLean	Stephen	SCC	175	V	16(M)	\$106,506.00
Meckes	Ana	SAC	192	III	15(M)	\$107,581.50
Medina	Moises	SAC	175	VI	14	\$104,004.31
Meloni	Jennifer	SAC	175	II	15(M)	\$95,176.15
Mirbeik Sabzevary	Mohammadreza	CEC/SA	175	II	12	\$87,095.23
Mishal	Amit	SAC	175	VII	15	\$109,695.57
Moreno	Alejandro	CEC/SA	192	III	14	\$104,623.85
Morgan	Adam	SAC	175	V	10	\$90,341.93
Morris	Aaron	SAC	175	VII	A(1)	\$116,429.84
Muir	Shannon	SAC	192	VI	14	\$114,108.52
Murphy	Ryan	SCC	175	VII	13	\$104,306.81
Nair	Arjun	SAC	175	VII	8	\$90,836.01
Nguyen	Huy	SAC	175	VI	12	\$98,609.95
Nguyen	Kelly	SAC	175	II	14	\$92,481.77
Nguyen	Thu T.	SAC	192	IV	16(M)	\$113,702.96
Nguyen	William	SAC	175	VII	B(1)	\$120,469.74
Nilles	Thomas	SAC	175	II	15(M)	\$95,176.15
Nyssen	Adam	SAC	175	V	14	\$101,122.85
Oase	Daniel	OEC/SC	175	VI	10	\$93,221.18
Oertel	Patricia	SAC	175	VII	16(1)	\$112,389.96
Oh	Suanne	SAC	175	IV	9	\$84,766.09
Ortiz	Rebecca	SAC	175	VII	9	\$93,528.14
Papa	Elenor Gael	SAC	175	VI	10	\$93,221.18
Pastrana	Leo	SAC	192	III	12	\$98,713.01
Pecenkovic	Nidzara	SCC	175	IV	14	\$98,242.49
Peraza	Daniel	SAC	192	IV	8	\$90,043.94
Petrocelli	Rachel	SCC	175	VII	12	\$101,612.42
Pham	Elaine	OEC/SC	175	V	11	\$93,038.57
Pierce	Cathryn	SAC	175	V	15	\$103,814.99
Pineda	Maribel	SAC	192	VI	12	\$108,189.84
Quach	Nguyen	SAC	175	V	15	\$103,814.99
Ramirez	Adriana	SAC	175	II	13	\$89,787.38
Ro	Kelly	SAC	175	VI	15	\$106,696.46
Robinson	Kristen	SAC	175	VII	15	\$109,695.57
Rocke	Brandon	SAC	175	II	10	\$81,706.48
Romero	Martin	SAC	175	VII	16(1)	\$112,389.96
Roper	David	SAC	175	II	12	\$87,095.23
Salcido	Denise	OEC/SC	175	II	11	\$84,399.74
Sanchez	Sandra	SCC	175	IV	13	\$95,548.09
Saterfield	Kalonji	SAC	175	III	12	\$89,972.24
Schlossman	Jacqueline	SAC	175	IV	4	\$71,298.65
Seitz	Carol	SAC	175	I	12(M)	\$82,734.94

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
19/20 FARSCCD CONTRACT STEP INCREASES**

ATTACHMENT #9

LAST NAME	FIRST NAME	LOC	DUTY			SALARY
			DAYS	CLASS	STEP	
Shields	Jolene	OEC/SC	175	V	16(M)	\$106,506.00
Shirah	Melissa	SCC	175	II	14	\$92,481.77
Siddiqui	Shereen	SCC	175	VII	12	\$101,612.42
Sim	Jai	SAC	175	VI	12	\$98,609.95
Simmerman	Stacy	SAC	175	II	14	\$92,481.77
Smith	Kimberly	SAC	175	VII	13	\$104,306.81
Smith	Sean	SAC	175	III	13	\$92,664.37
Sos	Brian	SAC	175	VII	A(1)	\$116,429.84
Strong	John	SAC	175	II	14	\$92,481.77
Sung	Linda	SAC	175	IV	14	\$98,242.49
Sweeney	George	SAC	175	VII	16(1)	\$112,389.96
Taylor	Michael R.	SAC	175	IV	15	\$100,939.10
Tolentino	Justin	SAC	175	V	14	\$101,122.85
Torneo	Nicole	SCC	175	V	15	\$103,814.99
Trone	Jinhee	SAC	175	IV	16(M)	\$103,634.61
Turner	Mark	SAC	175	VI	16(1)	\$109,389.72
Valdos	Yanina	SCC	175	III	12	\$89,972.24
Valles	Rodrigo	SAC	175	II	13	\$89,787.38
Vasquez	Michelle	SAC	175	V	11	\$93,038.57
Viera	Violeta	CEC/SA	192	V	14	\$110,946.97
Vu	Binh	SCC	175	VII	A(1)	\$116,429.84
Vu	Vivien	SCC	192	VI	14	\$114,108.52
Walczak	Katharine	SAC	175	IV	16(M)	\$103,634.61
Weber	Merari	CEC/SA	175	VII	14	\$107,002.31
Wirtz	Laura	SCC	175	VII	B(1)	\$120,469.74

2019/2020 CSEA 888 CONTRACT STIPENDS
Child Development Teachers
Effective July 1, 2019

NAME	POSITION	CTR/SITE	ANNUAL STIPEND	STIPEND DUTIES
Aguilera, Yolanda	Master Teacher	CEC/Sepulveda	\$6,000.00	Site Supervisor
Castaneda, Daisy	Master Teacher	SAC EAST/Remington	\$6,000.00	Site Supervisor
Gasca, Yolanda	Master Teacher	CEC	\$3,600.00	Asst. Director
Iniguez, Imelda	Master Teacher	SAC ECEC	\$3,600.00	Asst. Director
Karter, Jacqueline	Master Teacher	CEC/VHS	\$6,000.00	Site Supervisor
Lemus Vallejo, Cristina	Teacher	SAC ECEC	\$900.00	Master Teacher
McCann, Kathleen	Master Teacher	SCC	\$3,600.00	Asst. Director
Nichols, Teresa	Teacher	SAC EAST	\$900.00	Master Teacher
Perez Zuniga, Elvia	Teacher	SAC EAST	\$900.00	Master Teacher

2019/2020 FARSCCD
CONTRACT ATHLETIC COACHING STIPENDS
 Effective August 19, 2019

ATTACHMENT #11

NAME	COACHING ASSIGNMENT	SPORT	COLLEGE	ANNUAL STIPEND
Abbey, Troy	Head Coach	Volleyball	SAC	\$1,750.00
Baquero, Jaymie	Head Coach	Women's Soccer	SAC	\$1,750.00
Breig, David	Head Coach	Men's Basketball	SAC	\$1,750.00
Camarco, Lisa	Head Coach	Women's Softball	SCC	\$1,750.00
Cummins, Shawn	Head Coach	Cross Country	SCC	\$1,750.00
Jones, Geoffrey	Asst. Coach	Football	SAC	\$1,250.00
Luppani, Maria F.	Head Coach	Women's Basketball	SAC	\$1,750.00
Medina, Guillermo	Head Coach	Men's Soccer	SCC	\$1,750.00
Nilles, Thomas	Head Coach	Baseball	SAC	\$1,750.00
Nutter, Kim	Head Coach	Softball	SAC	\$1,750.00
Nyssen, Adam	Head Coach	Football	SAC	\$1,750.00
Woodhead, Ian	Head Coach	Women's Soccer	SCC	\$1,750.00

**2019/2020 FARSCCD CONTRACT
 COORDINATOR STIPENDS
 Effective July 1, 2019 - June 30, 2020**

ATTACHMENT #12

NAME	COORDINATOR ASSIGNMENT	SITE	ANNUAL STIPEND
Bautista, Steven	Center for Teacher Education	SAC	\$1,000.00
Hoffman, Elizabeth	Health & Wellness Center	SCC	\$1,000.00
Jenkins, Robert	ESL	SAC	\$500.00
Madrigal, Romelia	Upward Bound/Student Support Svcs	SAC	\$1,000.00
Sanabria, Reina	Puente Program	SAC	\$1,000.00
Sanchez-Gutierrez, Gabriela	EOPS	SAC	\$1,000.00
Shaffer, Catherine	MESA	SAC	\$1,000.00
Vargas, Martha	University Transfer Center	SAC	\$1,000.00

**2018/2019 FARSCCD
 CONTRACT EXTENSION DAYS
 Effective July 1, 2018 - June 30, 2019**

ATTACHMENT #13

NAME	CONTRACT EXTENSION DUTIES	SITE	DAYS	CLASS/ STEP	DAILY RATE
Brown, Angela	Counseling	SAC	4	VI-A	\$565.66
Coffman, Jodi	Counseling	SAC	1	VII-B	\$600.78
Gallego, Jr., Robert	Counseling	SAC	4	IV-16	\$516.83
Gilmour, Dennis	Counseling	SAC	4	VI-C	\$606.01
Gonzalez-Diaz, Haydee	Counseling	SAC	1	III-10	\$421.84
Peraza, Daniel	Counseling	SAC	4	IV-7	\$395.93
Pineda, Maribel	Counseling	SAC	2	VI-11	\$478.33
Robledo, Joanna	Counseling	SAC	3	VI-16	\$545.53
Robledo, Reymundo	Counseling	SAC	5	VI-16	\$545.53
Weber, Merari *	Coordination	CEC	5	VII-13	\$521.53
Zook, Rochelle	Counseling	SAC	1	VI-C	\$606.01
* Additional Extension Days					

2019/2020 FARSCCD
CONTRACT EXTENSION DAYS
 Effective July 1, 2019 - June 30, 2020

ATTACHMENT #14

NAME	CONTRACT EXTENSION DUTIES	SITE	DAYS	CLASS/STEP	DAILY RATE
Aguilar Beltran, Maria	Counseling	SAC	11	V-16(M)	\$531.15
Bautista, Steven	Coordination	SAC	16	V-16(M)	\$531.15
Camarco, Lisa	Coaching	SCC	20	VII-A(1)	\$582.16
Cummins, Shawn	Coaching	SCC	20	VI-B(2)	\$587.37
Garnett, Susan	Coordination	CEC	5	III-15(M)	\$490.28
Hoffman, Elizabeth	Coordination	SCC	12	VI-C	\$606.01
Janio, Jaroslaw	Coordination	CEC	5	VII-A(2)	\$582.16
Jenkins, Robert	Coordination	CEC	5	III-15(M)	\$490.28
Kim, Henry	Coordination	CEC	5	III-15(M)	\$490.28
Kushida, Cherylee	Coordination	SAC	40	VI-C	\$606.01
Lockhart, Ann	Coordination	SAC	2	III-15(M)	\$490.28
Madrigal, Osiel	Coordination	CEC	16	VII-13	\$521.53
Madrigal, Romelia	Coordination	SAC	40	II-15(M)	\$475.88
Morris-Pfyl, Sandy	Coordination	SAC	33	V-16(M)	\$532.54
Quimzon, Eden	Coordination	OEC	30	IV-16(M)	\$518.17
Sanabria, Reina	Coordination	SAC	8	VI-B(2)	\$587.37
Shaffer, Catherine	Coordination	SAC	9	V-16(M)	\$531.15
Shields, Jolene	Coordination	OEC	22	V-16(M)	\$532.54
Vargas, Martha	Coordination	SAC	16	VI-C	\$606.01
Weber, Merari	Coordination	CEC	5	VII-14	\$535.01
Woodhead, Ian	Coaching	SCC	20	VI-B(2)	\$587.37
Zook, Rochelle	Coordination	SAC	8	VI-C	\$606.01

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

JUNE 17, 2019

CLASSIFIED

Miscellaneous Pay Schedule 2019-2020Attachment #12019-2020 CSEA Chapter 579 Step IncreasesAttachment #2New Appointment

Andrade Cortes, Jorge
Senior Accounting Analyst/ Fiscal
Services/ District

Effective: June 10, 2019
Grade 19, Step 2 \$78,241.77

Professional Growth Increments

Ayers, Alicia
Sr. Account Clerk/ Continuing Ed./ OEC

Effective: July 1, 2019
Grade 10, Step 6 + 1PG (500)
\$58,585.69

Jaimes, Erica
Senior Clerk/ Student Services/ SCC

Effective: July 1, 2019
Grade 8, Step 6 + 2.5%L + 3PG (1500)
\$56,237.75

Dinh, Anh
Applications Specialist III/ ITS/ District

Effective: July 1, 2019
Grade 19, Step 6 + 2.5%L + 5PG (2500)
\$100,059.50

Lopez De La Luz, Basti
Student Services Coordinator/ Student
Affairs/ SAC

Effective: July 1, 2019
Grade 15, Step 3 + 2PG (1000)
\$65,617.24

McAdam, Justin
Gardener Utility Worker/ Admin. Services/
SAC

Effective: July 1, 2019
Grade 8, Step 6 + 8PG (4000)
\$57,402.68

Vu, Amy
Admissions & Records Specialist III/
Admissions/ SAC

Effective: July 1, 2019
Grade 8, Step 2 + 1PG (500)
\$44,366.04

Out of Class Assignment

Reynoso, Mark Director Campus Budget & Accounting/ Admin. Services/ SAC	Effective: 05/29/19 – 06/28/19 Grade G, Step A \$92,951.97 <i>Supervisory</i>
Styffe, Amy Director Special Programs/ Career Techn. Ed./ SCC	Effective: 06/03/19 – 06/30/19 Grade H, Step A \$87,662.37 Effective: 07/01/19 – 11/15/19 Grade H, Step 1 \$92,052.75 <i>Supervisory</i>

Leave of Absence

Ishikawa, Junko International Student Prog. Spec./ International Students/ SAC	Effective: 07/01/19 – 07/31/19 Reason: Non Work Days for 11 Month Contract
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Return from Leave

Flores, Ruby Student Services Coordinator/ Human Services & Tech./ SAC	Effective: 06/01/19 Grade 15, Step 2 + 1PG (500) \$62,022.65
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Ratification of Resignation/Retirement

Garcia, Elsa Administrative Secretary/ Student Services/ SAC	Effective: June 19, 2019 Reason: Resignation
Hernandez, Pam Administrative Secretary/ Humanities & Soc. Sci./ SAC	Effective: July 31, 2019 Reason: Retirement <i>Corrected Effective Date</i>
Macias, Jazmin Bookstore Buyer/ Admin. Services/ SAC	Effective: May 27, 2019 Reason: Resignation
Moya, Nicole Student Services Coordinator/ Student Affairs/ SAC	Effective: June 7, 2019 Reason: Resignation
Ner, Florence Accountant/ Admin. Services/ SCC	Effective: June 12, 2019 Reason: Resignation

Ratification of Resignation/Retirement cont'd

Tran, Duy
Custodian/ Admin. Services/ SCC

Effective: April 18, 2019
Reason: Medical Layoff

CLASSIFIED HOURLY

New Appointments

Phamle, Skyler
Student Services Specialist (CL19-1249)
Counseling/ SCC

Effective: June 3, 2019
19 Hours/Week 12 Months/Year
Grade 10, Step A \$21.80/Hour

Temporary to Hourly Ongoing

Campbell, Timothy
Fine Arts-Theater Facilities Technician
(CL19-1262)_ Fine & Performing Arts/
SAC

Effective: May 28, 2019
Up to 19 Hours/Week School Session
Grade 9, Step A \$20.85/Hour

Professional Growth Increments

Martinez, Monique
Instructional Assistant/ Continuing Ed./
OEC

Effective: July 1, 2019
Grade 5, Step A + 3PG (750)
\$17.85/Hour + \$62.50/Mo. PG

Out of Class Assignment

Lomeli, Elizabeth
Student Services Coordinator/ Student
Services/ SAC

Effective: 06/01/19 – 06/28/19
19 Hours/Week 12 Months/year
Grade 15, Step 1 + 5%L \$29.48/Hour

Nguyen, John
Student Services Coordinator/ Student
Services/ SAC

Effective: 06/10/19 – 08/12/19
19 Hours/Week 12 Months/Year
Grade 15, Step 1 \$28.07/Hour

Leave of Absence

Barbery, Monika
Counseling Assistant/ Continuing Ed./
CEC

Effective: 05/27/19 – 06/10/19
Reason: Unpaid Leave of Absence

Gardea, Omar
Learning Center Specialist/ Continuing
Ed./ CEC

Effective: 06/03/19 – 07/08/19
Reason: Parental Leave

Return from Leave

Shah, Sumitra Learning Assistant/ Student Services/ SCC	Effective: May 13, 2019 Grade 10 + 5%L \$22.89/Hour
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Ratification of Resignation/Retirement

Lopez, Mayra Counseling Assistant/ EOPS/ SAC	Effective: June 28, 2019 Reason: Resignation
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Moran Carrasco, Carlos Instructional Assistant/ Continuing Ed./ CEC	Effective: June 2, 2019 Reason: Resignation
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Wheeling, Hannah Instructional Assistant/ Science & Math/ SCC	Effective: June 6, 2019 Reason: Resignation
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TEMPORARY ASSIGNMENT

Short Term Assignments

Abiva, Abigail Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 06/30/20
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Aburto, Guadalupe Admissions & Records Spec I/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20
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Aguirre, Jonathan Cashier/ Auxiliary Services/ SAC	Effective: 07/08/19 – 06/26/20
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Blount, Jazmin Program Specialist/ Financial Aid/ SCC	Effective: 07/01/19 – 06/30/20
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Budean Zorila, Blanca Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 06/30/20
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Bui, Pauline General Office Clerk/ Counseling/ SCC	Effective: 08/12/19 – 06/19/20
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Calzada, Juan Student Program Specialist/ Student Services/ SAC	Effective: 07/01/19 – 07/19/19
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Short Term Assignments cont'd

Campos, Daniela Student Services Specialist/ Career Ed. & Workforce Dev./ SAC	Effective: 07/01/19 – 06/30/20
Chacon, Benjamin District Safety Officer/ District	Effective: 06/18/19 – 06/30/19
Clayton, Joe District Safety Officer/ District	Effective: 07/01/19 – 06/30/20
Collins, Heather Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 04/11/20
Cortez, Cristina Student Services Specialist/ Counseling/ SCC	Effective: 07/01/19 – 05/01/20
Cruz, Alexandro District Safety Officer/ District	Effective: 07/01/19 – 06/30/20
Cuevas, Manuel Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/19 – 04/11/20
Davidson, Robert Instructional Assistant/ Student Services/ SAC	Effective: 07/01/19 – 07/19/19
Duong, Quyen Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20
Eljaouhari, Samara Learning Facilitator/ Science & Math/ SAC	Effective: 06/18/19 – 06/30/19
Escobedo Gomez, Miriam Student Services Specialist/ Counseling/ SCC	Effective: 07/01/19 – 12/20/19
Fajardo, April Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 06/30/20

Short Term Assignments cont'd

Flores, Cristina Student Services Coord./ Student Services/ SAC	Effective: 06/24/19 – 06/29/19
Flores, Erika Student Services Specialist/ Career Ed. & Workforce Dev./ SAC	Effective: 07/01/19 – 06/30/20
Gabriel, Adrian Cashier/ Auxiliary Services/ SAC	Effective: 07/08/19 – 06/26/20
Garcia Vasquez, Itzel Instructional Assistant/ Science & Math/ SAC	Effective: 07/09/19 – 06/30/20
Garcia, Elizabeth Student Services Specialist/ Counseling/ SCC	Effective: 07/01/19 – 12/20/19
Garcia, Waldo Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 04/11/20
Gomez, Pablo Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 06/30/20
Gonzalez, Brian Instructional Assistant/ Student Services/ SAC	Effective: 07/01/19 – 07/19/19
Gutierrez Garcia, Maria District Safety Officer/ District	Effective: 06/18/19 – 06/30/19 07/01/19 – 06/30/20
Hashemi Tari, Seyed Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 06/30/20
Hernandez, Anthony District Safety Officer/ District	Effective: 07/01/19 – 06/30/20

Short Term Assignments cont'd

Ho, Christopher Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 06/30/20
Huerta, Anthony Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 06/30/20
Huynh, Kelly Learning Facilitator/ Science & Math/ SAC	Effective: 06/18/19 – 06/30/19
Huynh, Loc Learning Facilitator/ Science & Math/ SAC	Effective: 06/18/19 – 06/30/19
Jorgensen, Maren Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 06/30/20
Khuong, Khoa Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 06/30/20
Kramer, Joseph Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 04/30/20
Lee, Rebekah Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 04/11/20
Leung, Sharon Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20
Levin, Matthew District Safety Officer/ District	Effective: 07/01/19 – 06/30/20
Lukacs, Jayson Student Services Specialist/ Counseling/ SCC	Effective: 07/01/19 – 05/01/20

Short Term Assignments cont'd

Martinez Romero, Jessica Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 06/30/20
McKowan, Essence Cashier/ Auxiliary Services/ SAC	Effective: 07/08/19 – 06/26/20
Meraz, Norma Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/19 – 04/11/20
Moreno, Theodore Student Trustee/ District	Effective: 06/01/19 – 05/31/20
Nagamoto, Glen District Safety Officer/ District	Effective: 07/01/19 – 06/30/20
Patel, Neelam Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 06/30/20
Patel, Yusuf Program Specialist/ Financial Aid/ SCC	Effective: 06/18/19 – 06/30/19 07/01/19 – 06/30/20
Pena, Alfredo Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 05/09/20
Pita, Lazaro District Safety Officer/ District	Effective: 07/01/19 – 06/30/20
Poldrugo, Jessica Instructional Assistant/ Math & Science/ SCC	Effective: 06/24/19 – 06/30/19 07/01/19 – 08/08/19
Pugh, Keith Learning Facilitator/ Science & Math/ SAC	Effective: 06/18/19 – 06/30/19
Ramirez, Nancy Cashier/ Auxiliary Services/ SAC	Effective: 07/08/19 – 06/26/20
Robillard, Brant Learning Facilitator/ Science & Math/ SAC	Effective: 06/18/19 – 06/30/19

Short Term Assignments cont'd

Rodriguez, Anthony District Safety Officer/ District	Effective: 07/01/19 – 06/30/20
Ruiz, Lorena Administrative Clerk/ Ed. Services/ District	Effective: 07/01/19 – 03/20/20
Sandoval, Christopher Senior Clerk/ Public Affairs/ District	Effective: 07/01/19 – 06/30/20
Santoyo, Marisol Instructional Assistant/ Student Services/ SAC	Effective: 07/01/19 – 07/19/19
Shull, Garrett Learning Facilitator/ Science & Math/ SAC	Effective: 06/18/19 – 06/30/19
Sorensen, Colton Learning Facilitator/ Science & Math/ SAC	Effective: 06/18/19 – 06/30/19
Sullivan, Katey Learning Facilitator/ Science & Math /SAC	Effective: 06/18/19 – 06/30/19
Tran, Theresa Instructional Assistant/ Science & Math/ SAC	Effective: 06/18/19 – 06/30/19 07/01/19 – 06/30/20
Turino, Christopher District Safety Officer/ District	Effective: 07/01/19 – 06/30/20

Additional Hours for Ongoing Assignment

Arreola, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Ayala, Jose District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Barbery, Monika Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Camarena, Evangelina Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Castro Herrera, Juan District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Chacon, Benjamin District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Delgado, Juan District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Driouch, Khalid Assessment Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Duong, Thao Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Escobar, David District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Garcia, Jorge Publications Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Gardea, Omar Learning Center Specialist/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Gilbert, Jessica Administrative Clerk/ IELLSS/ SCC	Effective: 03/18/19 – 06/07/19 Not to exceed 19 consecutive working days in any given period.
Gonzales, Freddie District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Guerrero, Evelyn Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Hammond, Diana Publications Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Hong, Tammy Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Lee, Patrick District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Linares, Maria Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Lopez, Jesus Instructional Center Tech./ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Lopez, Staphany Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Medina, Laura Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Medina Alarcon, Alondra Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Montanez, Jesse District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Moran Carrasco, Carlos Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Nguyen, Tung Q. Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Palafox, Anay Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Sanchez, Natalie Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Saunders, Maureen Intermediate Clerk/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Stukey, Shawna Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Zamudio, Marielena Learning Center Spec./ Continuing Ed./ CEC	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Ayala, Jose District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Castro Herrera, Juan District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Chacon, Benjamin District Safety Officer/ District	Effective: 05/07/19 – 06/30/19 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Clayton, Joe District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments cont'd

Cruz, Alexandro District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Delgado, Juan District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Escobar, David District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Farah, Amanda Administrative Secretary/ President's Office/ SAC	Effective: 07/01/19 – 07/31/19
Gonzales, Freddie District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Gunderson, Darrell Custodian/ Admin. Services/ SCC	Effective: 01/02/19 – 04/26/19
Gutierrez Garcia, Maria District Safety Officer/ District	Effective: 05/15/19 – 06/30/19 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Hernandez, Anthony District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Lee, Patrick District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Levin, Matthew District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Lopez Sotelo, Eduardo District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments cont'd

Montanez, Jesse District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Nagamoto, Glen District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Pita, Lazaro District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Rodriguez, Anthony District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Turino, Christopher District Safety Officer/ District	Effective: 07/01/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.

MISCELLANEOUS POSITIONS

Bush, Nicholas Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 07/01/19 – 12/15/19
Deguzman, Danielle Community Services Presenter/ Continuing Ed./ SCC	Effective: 06/03/19
Glassford, Natalie Community Services Presenter/ Continuing Ed./ SCC	Effective: 06/03/19
Kobayashi, Grant Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 04/01/19 – 06/30/19
Licari, Michelle Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 04/01/19 – 06/30/19

MISCELLANEOUS POSITIONS cont'd

MacDonald, Carmen Community Services Presenter/ Continuing Ed. /CEC	Effective: 06/18/19
Martinez, Andre Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 04/01/19 – 06/30/19
Martinez, Christian Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 05/21/19 – 06/30/19
Mendez, Enoc Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 04/01/19 – 06/30/19
Posada, Estela Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 07/01/19 – 12/15/19
Posadas, Jennifer Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 04/01/19 – 06/30/19
Rivera, Steven Clerical Assistant/ EOPS/ SCC	Effective: 05/03/19 – 06/30/19 07/01/19 – 06/30/20
Rodriguez, Liliana Residential Assistant II/ Student Services/ SAC	Effective: 06/17/19 – 0/30/19
Rodriguez, Liliana Residential Assistant II/ Student Services/ SAC	Effective: 07/01/19 – 07/26/19
Underhill, Daniel Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 04/01/19 – 06/30/19
Velasquez, Anacari Presenter I/ Business & Career Tech./ SCC	Effective: 05/20/19 – 05/30/19

MISCELLANEOUS POSITIONS cont'd

Villanea, Glenn Community Services Presenter/ Continuing Ed./ OEC	Effective: 06/03/19
Wilkins, Maurice Community Services Presenter/ Continuing Ed./ CEC	Effective: 06/18/19
Young, Dwain Coaching Assistant/ Kinesiology/ SCC	Effective: 06/18/19

Instructional Associates/Associate Assistants

Criminal Justice

Mejia, Daniel	Effective: 06/18/19 – 8/30/19
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COMMUNITY SERVICE PRESENTERS

Stipends Effective March 11 – April 10, 2019

Dewberry, Dorianne	Amount: \$ 210.00
Dumon, Dori	Amount: \$ 360.00
Goldman, Deborah	Amount: \$ 200.45
Hardy, Kamillia	Amount: \$ 194.88
Krusemark, Leeanne	Amount: \$ 100.02
Miller, Nancy	Amount: \$ 263.95
Rounds, Michael	Amount: \$ 307.95
Rudd, James	Amount: \$ 2,641.21

Stipends Effective April 11 – May 10, 2019

Bishop, John	Amount: \$ 610.26
Dewberry, Dorianne	Amount: \$ 315.00
Famolaro, Felix	Amount: \$ 1,491.00

Stipends Effective April 11 – May 10, 2019 cont'd

Goldman, Deborah	Amount: \$ 133.63
Hardy, Kamillia	Amount: \$ 259.84
Jackson, Michelle	Amount: \$ 172.61
Rubalcaba, Celia	Amount: \$ 350.00
Rudd, James	Amount: \$ 1,184.40

VOLUNTEERS

Andrade, Karla Volunteer/ Science & Math/ SAC	Effective: 06/18/19 – 06/30/19 07/01/19 – 08/31/19
Langevin, Peter Volunteer/ Fine & Performing Arts/ SAC	Effective: 07/01/19 – 08/31/19
Langevin, Susan Volunteer/ Fine & Performing Arts/ SAC	Effective: 07/01/19 – 08/31/19
Lopez, Romana Volunteer/ Human Services & Tech./ SAC	Effective: 07/01/19 – 06/30/20
McEvoy, Denise Volunteer/ Fine & Performing Arts/ SAC	Effective: 07/01/19 – 08/31/19
Odishoo, Jessica Volunteer/ Fine & Performing Arts/ SAC	Effective: 07/01/19 – 08/31/19
Oshita, Naoko Volunteer/ Fine & Performing Arts/ SAC	Effective: 07/01/19 – 08/31/19
Sandoval, Maria Volunteer/ Kinesiology/ SAC	Effective: 07/01/19 – 06/30/20
St. Julien, Lorraine Volunteer/ Fine & Performing Arts/ SAC	Effective: 07/01/19 – 08/31/19
Stark, Jonathan Volunteer/ Fine & Performing Arts/ SAC	Effective: 07/01/19 – 08/31/19

VOLUNTEERS cont'd

Stark, Samantha
Volunteer/ Fine & Performing Arts/ SAC

Effective: 07/01/19 – 08/31/19

Thompson, Nathan
Volunteer/ Fine & Performing Arts/ SAC

Effective: 07/01/19 – 08/31/19

Tuohy, Tracey
Volunteer/ Fine & Performing Arts/ SAC

Effective: 07/01/19 – 08/31/19

				<i>Attachment #1</i>
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT				
MISCELLANEOUS PAY SCHEDULE 2019-2020				
PROFESSIONAL EXPERTS:				
CHILD DEVELOPMENT				
	<i>Child Care Associate</i>			(Effect: 7/1/19) \$13.00
	<i>Child Development Intern I</i>			(Effect: 7/1/19) \$13.50
	<i>Child Development Intern II</i>			(Effect: 7/1/19) \$13.75
	Child Development Center Associate Substitute Teacher			(Effect: 1/1/08) \$13.00
	Child Development Center Substitute Teacher			(Effect: 1/1/08) \$17.50
	EdUPlay Coordinator			(Effect: 7/1/09) \$25.00
COMMUNITY SERVICES				
	Community Services Presenter I			(Effect: 1/24/00) \$38.50
	Community Services Presenter II			(Effect: 1/24/00) \$42.00
	Community Services Presenter III			(Effect: 8/27/96) \$100/stipend unit
CONTRACT EDUCATION				
	Presenter I			(Effect: 1/1/07) \$29.50
	Presenter II			(Effect: 1/1/07) \$39.00
	Presenter III			(Effect: 1/1/07) \$52.20
	Presenter IV			(Effect: 1/1/07) \$63.00
	Presenter V			(Effect: 1/1/07) \$68.25
INSTRUCTIONAL SUPPORT				
	Coaching Assistant			(Effect: 8/19/14) \$18.00
	Instructional Associate Assistant			
	Exercise Science/ Fine & Perf. Arts/ Real Est.			(Effect: 1/1/07) \$22.00
	Criminal Justice/Fire Technology/Basic Skills/OTA			(Effect: 7/1/12) \$25.00
	Instructional Associate			
	Exercise Science/ Fine & Perf. Arts/ Real Est.			(Effect: 1/1/07) \$30.00
	Criminal Justice/Fire Technology/Nursing			(Effect: 1/1/07) \$35.00
	Real Time Captionist I			(Effect: 8/1/10) \$27.00
	Real Time Captionist II			(Effect: 8/1/10) \$32.00
	Real Time Captionist III			(Effect: 8/1/10) \$40.00
	Sign Language Interpreter I			(Effect: 8/1/10) \$18.00
	Sign Language Interpreter II			(Effect: 8/1/10) \$20.00
	Sign Language Interpreter III			(Effect: 8/1/10) \$25.00
	Sign Language Interpreter IV			(Effect: 8/1/10) \$30.00
	Sign Language Interpreter V			(Effect: 8/1/10) \$36.00
	Sign Language Interpreter VI			(Effect: 8/1/10) \$40.00
	Sign Language Interpreter VII			(Effect: 8/1/10) \$45.00
SMALL BUSINESS DEVELOPMENT CENTER				
	Business Expert Professional			(Effect: 7/1/04) \$40.00
	Business Expert Professional II			(Effect: 04/17/07) \$45.00
MISCELLANEOUS				
	<i>Clerical Assistant</i>			(Effect: 7/1/19) \$13.00
	Facility Planner I			(Effect: 10/30/18) \$105.00
	Facility Planner II			(Effect: 10/30/18) \$165.00
	Health Educator			(Effect: 1/1/07) \$23.00
	Model			(Effect: 02/01/17) \$26.00
	Physician/Psychiatrist			(Effect: 1/1/16) \$90.00
	Psychologist			(Effect: 9/11/18) \$75.00
	Pre-Employment Articulation Testing			(Effect: 7/1/96) \$24.50
	Announcer			(Effect: 4/17/19) \$25.00
	Game Day Assistant			(Effect: 4/17/19) \$15.00
	Scorekeeper			(Effect: 4/17/19) \$20.00
	Regional Consortia Chair			(Effect: 7/1/13) \$68.00
	<i>Residential Assistant I</i>			(Effect: 7/1/19) \$13.00
	<i>Residential Assistant II</i>			(Effect: 7/1/19) \$14.00
	Residential Assistant, Lead			(Effect: 4/17/19) \$21.80
	Site Director I			(Effect: 04/17/19) \$52.38
	Site Director II			(Effect: 04/17/19) \$58.72
	Special Projects Analyst			(Effect: 4/17/19) \$100.00
	Sports Information Assistant			(Effect: 1/1/07) \$20.00
	Stage Assistant			(Effect: 1/1/07) \$18.00
	Translator			(Effect: 1/1/07) \$35.00
STUDENT WORKERS				
	<i>Student Assistant I</i>			(Effect: 7/1/19) \$13.00
	<i>Student Assistant II</i>			(Effect: 7/1/19) \$14.25
Board approved: 6/17/19				

HUMAN RESOURCES CLASSIFIED DOCKET
JUNE 17, 2019

Attachment #2

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION														
CHAPTER 579 EFFECTIVE JULY 1, 2019														
Note: A classified employee must have completed 60% of assigned work year (hired or promoted before November 24, 2018) in the same classification to be eligible for a step increase in that classification effective July 1, 2019. This 60% requirement applied to new hires and promotional appointments. For further clarification see Article 14.15 of the CSEA Agreement.														
COLLEAGUE_ID	NAME	GRADE	STEP	Current Rate 7/1/18	Longevity %	BIL	Shift %	PG 500	PG 250	MERIT_PG_TOTAL	NEW STEP	NEW BASE	NEW TOTAL	EFFECTIVE 7/1/19 OR RETRO TO:
2298025	ALCANTAR, ASHLEY	8	2	43886.04				1		500.00	3	46,076.93	46,576.93	
2306179	ALEJANDRINO, LEIF	13	2	55264.92							3	58,030.91		
1153300	AMMANN,RENEE	10	1	45501.80							2	47,802.25		
1030968	ANDRADE, JOSE	13	4	60974.92	2.5			6		3000.00	5	64,014.75	68,615.12	
1216111	ASQUITH, GREGORY	13	3	58030.91							4	60,974.92		
2322397	AVILA, STEPHEN	13	2	55264.92							3	58,030.91		
129571	BALL, GRACE	7	1	40147.86							2	42,174.43		12/1/2018
1276370	BARKER, HILLARY	10	4	52704.34							5	55,319.69		
1335325	BENJAMIN, ROBERT	13	1	52649.58							2	55,264.92		
1337295	BENNETT, LAUREN	6	1	38586.86							2	40,544.95		3/1/2019
1035013	BERGARA, ELIZABETH	15	5	71258.37	2.5						6	74,804.82	76,674.94	
1030447	BIZON, VERONICA	6	3	42598.92	5	2.5		1		500.00	4	44,735.01	48,590.14	
1983660	BLANCA, CRYSTAL	4	5	43886.04			7.5				6	46,076.93	49,532.70	
2041944	BORBOA, KENNETH	17	3	72827.64							4	76,269.99		
2381824	BLU, KEVIN	13	1	52649.58							2	55,264.92		
2272765	BUNCH, PETERSON	8	3	48076.93				4		2000.00	4	48,432.13	50,432.13	
2236528	BURRUS, TANISHA	15	3	64617.24							4	67,821.42		
1026555	BUTLER, AARON	8	1	41777.32	5						2	43,886.04	46,080.35	4/1/2019
2192981	CADENAS, MARLON	3	3	38518.39				1		500.00	4	42,516.75	43,016.75	
2336261	CAMPBELL, ELLEN	12	2	52567.41							3	55,196.46		
1532990	CARDENAS, SUSANA	12	2	52567.41							3	55,196.46		
1306613	CARDONA, MARIA	14	3	61194.00							4	64,247.53		
1069201	CEJA, FABIOLA	11	5	57811.82							6	60,701.05		5/1/2019
1027191	CHAMNESS, GREGORY B.	14	4	64247.53	10						5	67,506.47	74,257.12	3/1/2019
1026615	CHAPPLE, FELOMINA	14	3	61194.00	5						4	64,247.53	67,459.91	
1759169	CHAVEZ, ANTONIO	4	2	37874.83			7.5				3	39,764.45	42,746.79	
2297149	CHIANG, YAHWEI	13	2	55264.92							3	58,030.91		
1914065	CHUA, IRENE	12	2	52567.41				1		500.00	3	55,196.46	55,696.46	3/1/2019
2309645	COLLINS, HEATHER	14	2	58263.70							3	61,194.00		
1856998	CONTRERAS, GERARDO	15	3	64617.24							4	67,821.42		
2325441	CORDOVA, MONICA	15	2	61522.64							3	64,617.24		
2326070	CULLY, ANNETTE	12	2	52567.41							3	55,196.46		
2338789	DAHL, KAYLA	12	2	52567.41							3	55,196.46		
1030530	DAO, QUYN GIAO	13	5	64014.75	2.5						6	67,246.30	68,927.46	
1125521	DELVALLE, CLAUDIA	10	3	50198.53				2		1000.00	4	52,704.34	53,704.34	
1031050	DIAZ, ANA	11	4	55045.84	2.5			3		750.00	5	57,811.82	60,007.12	
1029616	DIAZ, CECILIA	10	5	55319.69	2.5						6	58,085.69	59,537.84	
1418034	DO, VINH	11	1	47528.40							2	49,897.27		2/1/2019
1450033	DUNEZ, JOE	12	2	52567.41				1		500.00	3	55,196.46	55,696.46	6/1/2019
1028391	EDWARDS, ZINA	10	5	55319.69	10						6	58,085.69	63,894.26	
1505154	ERICSON, DANA	10	1	45501.80							2	47,802.25		2/1/2019
1508826	ESCOBAR, ALFONSO	13	1	52649.58			5.0				5	55,264.92	58,028.17	6/1/2019
1028363	ESPARZA, WENDY	10	3	50198.53	2.5	2.5		7		3500.00	4	52,704.34	58,839.52	
2338581	ESPINO, SUSANA	13	2	55264.92							3	58,030.91		
1030496	FLORENTINO, RIGOBERTO	7	5	48893.99	2.5						6	51,307.63	52,590.32	6/1/2019
2312462	FLORES, ESTHER	8	4	48432.13							5	50,855.80		
1870770	FLORES, JAZMINE	8	1	41777.32							2	43,886.04		2/1/2019
1107246	FLORES, RODRIGO	4	5	43886.04			7.5				6	46,076.93	49,532.70	
2164970	FLORES, RUBY	15	2	61522.64				1		500.00	3	64,617.24	65,117.24	
1030593	FORD, MICHELLE	12	2	52567.41							3	55,196.46		
1157353	FULGENCIO, JERICHO	13	2	55264.92							3	58,030.91		3/1/2019
1057755	GALLEGOS, NICOLE	15	2	61522.64				2		1000.00	3	64,617.24		
1030241	GARBIS, TIFFANY	15	5	71258.37	5			7	6	5000.00	6	74,804.82	83,545.07	
2047939	GARCIA, CARMONA, JAVIER	13	3	58030.91		2.5		2		1000.00	4	60,974.92	63,499.30	
1059561	GARCIA, ANAISABELLE	13	2	55264.92	2.5			6		1500.00	3	58,030.91	60,981.69	3/1/2019
1193944	GARCIA, ELSA	12	2	52567.41							3	55,196.46		
2310245	GILES, VERONICA	16	2	65301.90							3	68,533.43		
1268465	GODDY, GIOVANNI	4	4	41777.32			7.5				5	43,886.04	47,177.50	
2063455	GREENHALGH, SCOTT	13	3	58030.91			5	3		1500.00	4	60,974.92	65,523.67	
1032780	HAGELBARGER, THERESA	12	3	55196.46				1		500.00	4	57,948.76	58,448.76	
2319759	HAMMAN, JESSICA	15	2	61522.64							3	64,617.24		
1029231	HARRIZON, ROSA	10	4	52704.34	2.5						5	55,319.69	56,702.69	
2306263	HARVEY, ELIZABETH	12	2	52567.41							3	55,196.46		
1027710	HERMEN, LISA A. / 50%FTE	8	4	48432.13	5			2		500	5	50,855.80	27,199.30	
2114409	HERNANDEZ, BLANCA	4	2	37874.83			7.5				3	39,764.45	42,746.79	
1488487	HERNANDEZ, JESUS	11	1	47528.40							2	49,897.27		3/1/2019
1498169	HERNANDEZ, RUBEN	22	4	106928.61							5	112,255.17		12/1/2018
1029784	HERNDON, TIMOTHY	13	4	60974.92				5			5	64,014.75	67,215.49	
1027651	HERRERA, MELVEN	4	5	43886.04	7.5		7.5				6	46,076.93	52,988.47	
1505519	HERRERA, VENEDICTO	19	3	82185.35							4	86,320.64		
2394813	HOANG, HIEU H	15	1	58906.02							2	61,522.64		
2395917	HURLEY, NOELLE	19	5	90620.24							6	95,180.00		
2403939	KANG, CHARLES	10	1	45501.80							2	47,802.25		
2232948	KANG, HELEN	15	3	64617.24							4	67,821.42		
1697133	KAVEH, HAYDEH	16	3	68533.43			1			500.00	4	71,984.07	72,484.07	
2339619	KAWA, KEVIN	16	2	65301.90							3	68,533.43		
1239034	KAWAFUCHI, EMILY	11	2	49897.27							3	52,389.38		
1030800	KAY, TREVOR	15	3	64617.24	5			1	5	1750.00	4	67,821.42	72,962.50	
1026743	KRAMER, LAURA	11	1	47528.40							2	49,897.27		6/1/2019
2278747	LAM, NATALIE	11	5	57811.82							6	60,701.05		
2338935	LAMMOGLIA, FERNANDO	17	2	69163.32							3	72,627.64		
2296706	LEHMAN, CANDICE	12	2	52567.41							3	55,196.46		
1855205	LEWIS, CAMMIE	13	2	55264.92				1		500.00	3	58,030.91	58,530.91	
2399273	LIN, AMY	5	1	37272.33							2	39,148.26		
1482197	LOPEZ DE LA LUZ, BASTI	15	2	61522.64				2		1000.00	3	64,617.24	65,617.24	
1503145	LORDANICH, JOSEPH	13	4	60974.92							5	64,014.75		
2264736	LOTT, GLENN	13	4	60974.92							5	64,014.75		
1511949	LOZANO ARRIAGA, ERICK	13	5	64014.75				4		2000.00	6	67,246.30	69,246.30	
2098323	LUNA, MIGUEL	15	3	64617.24							4	67,821.42		
2146224	LUZADER, CHRISTOPHER	13	2	55264.92							3	58,030.91		
1025044	MAA, RAY K.	22	3	101807.42	5						4	106,928.61	112,275.04	3/1/2019
1774038	MACIAS, JAZMIN	10	2	47802.25							3	50,198.53		
1028043	MARTHELL, MONIQUE	10	1	45501.80	5	2.5					2	47,802.25	51,387.42	
1923718	MARTINEZ MENDOZA, ELVIA	5	2	39148.26							3	41,106.37		
2167364	MARTINEZ, DANIEL	13	1	52649.58			7.5				2	55,264.92	59,409.79	
1030580	MARTINEZ, LORETTA	8	3	48076.93			5				4	48,432.13	50,853.74	
1208048	MCADAM, JUSTIN	8	5	50855.80				8		4000.00	6	53,402.68	57,402.68	

HUMAN RESOURCES CLASSIFIED DOCKET
JUNE 17, 2019

Attachment #2 cont'd

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION														
CHAPTER 579 EFFECTIVE JULY 1, 2019														
Note: A classified employee must have completed 60% of assigned work year (hired or promoted before November 24, 2018) in the same classification to be eligible for a step increase in that classification effective July 1, 2019. This 60% requirement applied to new hires and promotional appointments. For further clarification see Article 14.15 of the CSEA Agreement.														
COLLEAGUE_ID	NAME	GRADE	STEP	Current Rate 7/1/18	Longevity %	BIL	Shift %	PG 500	PG 250	MERIT_PG_TOTAL	NEW STEP	NEW BASE	NEW TOTAL	EFFECTIVE 7/1/19 OR RETRO TO:
1030275	MEADE, ESTHER	11	3	52389.38				3		1500.00	4	55,045.84	56,545.84	4/1/2019
1055577	MELGOZA, ANGELIC	13	5	64014.75		2.5					6	67,246.30	68,927.46	
1339399	MIRANDA ZAMORA, CRISTINA	10	1	45501.80							2	47,802.25		4/1/2019
2037379	MITOCARIU, CIPRIAN	19	1	74517.29							2	78,241.77		
1344117	MORA, FRANCISCO	12	2	52567.41				1		500.00	3	55,196.46	55,696.46	5/1/2019
1359880	MORENO, MONIQUE	10	1	45501.80					3	750.00	2	47,802.25	48,552.25	3/1/2019
1365890	MORONES, CRISTINA	15	3	64617.24							4	67,821.42		
2315859	MOYA, NICOLE	15	5	71258.37							6	74,804.82		
2018465	NAQUB ESTAFANOUS, NANCY	8	4	48432.13							5	50,855.80		
1027867	NAKAGAWA, PHYLLIS	11	4	55045.64	5			3	6	3000.00	5	57,811.82	63,702.52	
1030502	NEVILS, MARCELINA	14	5	67506.47	5			2		1000.00	6	70,888.63	75,433.07	1/1/2018
2277394	NGUYEN BRIAN	11	3	52389.38							4	55,045.84		
1026229	NGUYEN DAO	11	5	57811.82	2.5			1	4	1500.00	6	60,701.05	63,718.58	
1031005	NGUYEN JIMMY	15	4	67821.42	5			4	6	3500.00	5	71,258.37	78,321.29	
1029267	NGUYEN MIKI	11	3	52389.38				1		500.00	4	55,045.84	55,545.84	
1483767	NGUYEN NGOC P	10	1	45501.80							2	47,802.25		12/1/2018
1030935	NGUYEN TRINITY	13	2	55264.92	2.5				2	500.00	3	58,030.91	59,981.69	
2285856	NOLAN, LEANNA	8	2	43886.04							3	46,076.93		
1963530	ORTIZ, BRENDA	12	3	55196.46				1		500.00	4	57,948.76	58,448.76	
1851190	PALOMARES, VANESSA	13	2	55264.92					2	500.00	3	58,030.91		6/1/2019
1570982	PANDITES, JAMES	4	3	32764.45			7.5				4	41,777.32	55,764.92	
2272520	PARTIDA, CYNTHIA	15	1	48866.02				2		1000.00	2	61,522.64	62,522.64	5/1/2019
1055625	PECH, MANUE	4	5	43886.04			7.5				6	46,076.93	49,532.70	
1273187	PHAN, LIEUTHU	6	1	38586.86		2.5					2	40,544.95	41,558.58	
1578438	PLASCENCIA, CYNTHIA	10	3	50198.53							4	52,704.34		
2027159	PLEITEZ, ROXANA	16	1	62179.89				2		1000.00	2	65,301.90	66,301.90	
2385081	POORE, JACOB	16	1	62179.89							2	65,301.90		
1031001	POW, TINA	15	4	67821.42				3		1500.00	5	71,258.37	72,758.37	
1346963	PUN, NANCY	12	4	57948.76				2		1000.00	5	60,892.74	61,892.74	
2383601	PURI BAWDON, NANDINI	14	1	55484.01							2	58,030.91		
1338959	QUINONEZ, TAPIA, EDGAR	13	4	60974.92							5	64,014.75		
1029888	RAMIREZ, ALICIA	10	4	52704.34		2.5					5	55,319.69	56,702.69	
1379054	RAMIREZ, LEONARDO	11	4	55045.64							5	57,811.82		
2381373	RAMOS, MICHELLE	9	1	43536.84							2	45,734.61		
1715095	REQUENA RAMIREZ, RAQUEL	15	2	61522.64							3	64,014.75		
1429472	REYES, JOHNNY	13	4	60974.92							5	64,014.75		
2286372	REYNOLDS, DANIELLE	11	2	49897.27							3	52,389.38		
2243314	REYNOSO, MARK	15	4	67821.42							5	71,258.37		
2313714	RIVERA, FRANK	15	3	64617.24							4	67,821.42		
2113781	RODRIGUEZ, BOBBY	4	1	36094.73			7.5				2	37,874.83	40,715.45	
2340363	RODRIGUEZ, KANDI	11	2	49897.27							3	52,389.38		
1025851	ROMERO, ISADORA	8	4	48432.13	2.5	2.5					5	50,855.80	53,398.59	5/1/2019
1546867	RUBIO LOPEZ, MIGUEL	11	5	57811.82							6	60,701.05		
2090990	RUESGA, ELIAS	4	3	39764.45			7.5				4	41,777.32	44,910.62	
1460377	RUIZ, MARBELLA (GONZALEZ)	13	5	64014.75							6	67,246.30		
1028137	SALAS, SARAH	15	3	64617.24	12.5			10		5000.00	4	67,821.42	81,299.10	
1667538	SALDANA, CRISTINA	10	4	52704.34		2.5					5	55,319.69	56,702.69	
2039925	SANCHEZ MORENO, MARISOL	12	3	55196.46							4	57,948.76		
2255604	SANCHEZ URBIE, JOSE	15	3	64617.24							4	67,821.42		
1803076	SANCHEZ, MACARIO	8	2	43886.04							3	46,076.93		
1715394	SEHM, KELLETT, MARY	12	5	60892.74				1		500.00	6	63,905.22	64,405.22	
1779867	SERRATOS, RAQUEL	8	1	41777.32							2	43,886.04		2/1/2019
2272979	SOTO TELLEZ, ROXZEL	12	2	52567.41				2		1000.00	3	55,196.46	56,196.46	
1357716	STURRUS, RICHARD	22	3	101807.42							4	106,928.61		
2237788	TALARICO, CHRISTINA	12	2	52567.41							3	55,196.46		
2345107	TINGRIDES, TIFFANY	13	2	55264.92							3	58,030.91		6/1/2019
2195148	TORRES, ESMERALDA	6	3	42598.92							4	44,735.01		
1030029	TRAN, KIEU LOAN	10	5	55319.69							6	58,065.69		
2049514	TRAN, PHILIP	13	5	64014.75							6	67,246.30		
1029104	TRUJILLO ZUNIGA, BEATRICE	8	5	50855.80		2.5					6	53,402.68	54,737.75	
1030605	TRUJILLO, GLORIA	10	3	50198.53	2.5	2.5			5	1250.00	4	52,704.34	56,589.56	
1532992	URBINA, TOMAS	13	4	60974.92			7.5				5	64,014.75	68,815.86	
2347469	URBINA, VANESSA	12	1	50020.52							2	52,567.41		3/1/2019
1056162	VASQUEZ, LILIANA	10	2	47802.25		2.5					3	50,198.53	51,453.50	
1030726	VASQUEZ, PILAR	12	5	60892.74	2.5						6	63,905.22	65,502.85	
1984061	VELA, ALEXANDRIA	10	5	55319.69							6	58,065.69		
1099453	VELA SAAVEDRA, MARIO	4	5	43886.04			7.5				6	46,076.93	49,532.70	
1030582	VERDUZCO, MARIA TERESA	12	4	57948.76	7.5						5	60,892.74	65,459.70	
1028803	VILLASENOR, FRANCISCO	16	5	75599.03	2.5			1		500.00	6	79,364.53	81,848.71	
2233583	VUI, AMY	8	1	41777.32				1		500.00	2	43,886.04	44,386.04	
1030020	VUI, GIANG T.	10	5	55319.69	12.5			6		3000.00	6	58,065.69	68,346.41	
2029243	VUI, SARA	15	2	61522.64				1		500.00	3	64,617.24	65,117.24	
1991578	WEEKES, PATRICIA	12	4	57948.76							5	60,892.74		
1027557	WILD, CHRISTOPHER	13	5	64014.75	2.5						6	67,246.30	68,927.46	5/1/2019
2075987	YAMOTO, SEC STEPHANIE	17	5	80104.01							6	84,143.45		
1338982	ZAMBRANO, WENDY	10	4	52704.34							5	55,319.69		
Board Approved: June 17, 2019														

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: June 17, 2019
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the California School Employees Association (CSEA) Chapter 579	
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 579 and schedule a public hearing for July 15, 2019.

Fiscal Impact: To be Determined	Board Date: June 17, 2019
Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT CHAPTER 579 (CSEA)

June 17, 2019

The district has an interest in opening the following articles to negotiate for a successor collective bargaining agreement.

Article 2 – Effect of Agreement

- 2.3 The District has an interest in clarifying language regarding the specific provisions contained in the agreement.

Article 4 – Negotiations

- 4.1 The District has an interest in promoting the stability of the bargaining relationship, to define the terms of successor agreement/reopeners.

Article 7 – Association Rights and Non-Discriminatory Practices

- 7.5 The District has an interest in discussing the printing and distribution of the contract.

Article 8 – Evaluation

- 8.2 The District has an interest in modifying the evaluation form.
- 8.4 The District has an interest in clarifying the evaluation discussion.

Article 10- Leaves

- 10.12 The District has an interest in discussing voluntary furlough.

Article 14 –Wages and Hours

- The District has an interest in discussing the salary schedule for contract year 2019/2022

Article 15 – District Safety Department

- The District has an interest in adding provisions uniquely affecting the District safety unit members.

Article 19 – Health and Welfare

- The District has an interest in maintaining district contributions at current levels.

The District has an interest in maintaining the Status Quo on all negotiated changes in compensable items until the district affirms the allocation based on the Student-Centered Funding Formula.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Agreement between Rancho Santiago Community College District and Shaw HR Consulting, Inc.	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District has a responsibility to support compliance with Title I of the Americans with Disabilities (ADA) and the California Fair Employment and Housing Act (FEHA). Over the last few years, Human Resources have experienced an increase in the number of disability accommodation requests by our employees. While many of these requests are temporary in nature and can be dealt with temporary restrictions in the workplace, some of the accommodation requests are more complex and require comprehensive and practical solutions.

ANALYSIS

Shaw HR Consulting, Inc. is recognized as a statewide leader in helping public sector employers manage their most challenging personnel issues, particularly when it comes to disability compliance obligations. Shaw HR Consulting, Inc. provides advice and practical assistance with managing the disability interactive process including developing essential function job analysis and facilitating the good faith interactive process meeting.

The term of this agreement is from July 1, 2019 through June 30, 2021.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with Shaw HR Consulting, Inc. as presented.

Fiscal Impact: Based on Utilization	Board Date: June 17, 2019
Prepared by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is hereby entered into this 1st day of July, 2019 in the county of Los Angeles, State of California, by and between the Rancho Santiago Community College District, hereinafter referred to as "ORGANIZATION" and Shaw HR Consulting, Inc., 107 N. Reino Road, # 414, Newbury Park, California 91320, Tax ID: 45-1449198, hereinafter referred to as "CONTRACTOR." ORGANIZATION and CONTRACTOR shall be collectively referred to as the Parties.

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

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform the special services required by the ORGANIZATION, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties, for the consideration stated herein, mutually agree as follows:

1. Agreement Documents. The complete Independent Contractor Agreement (AGREEMENT) includes all of the Agreement documents including, the CONTRACTOR's Certificate Regarding Worker's Compensation Insurance, Insurance Policies or Certificates, this AGREEMENT, and all modifications, addenda, and amendments thereto, by this reference and are incorporated herein. This AGREEMENT documents are complementary and what is called for by any one shall be binding as if called for by all.
2. Scope. ORGANIZATION hereby engages CONTRACTOR as an Independent Contractor to: Provide disability interactive process professional services, development of Essential Functions Job Analyses and generalized human resources consulting and training.
3. Term. CONTRACTOR shall commence providing services under this AGREEMENT on July 1, 2019 and diligently perform as required services as described through June 30, 2021.
4. Compensation. ORGANIZATION agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT. ORGANIZATION shall pay CONTRACTOR according to the following terms and conditions:
 - a. Such compensation shall be based on:

All consulting, case management services and travel time are billed at the rate extended to ASCIP clients of \$150.00 per hour, with drive time billed at \$125.00 per hour for actual drive time and mileage billed at the current IRS tax rate per mile. Services are billed by the tenth of the hour for work competed. This will be provided at a 3-year rate guarantee.

Customized trainings, workshops, expert witness, litigation consultations and program development services are billed by the day or project agreement. Proposals for specific work are available on request.

Payment method shall be made as invoiced upon completion of milestone/assignment or every 30 days, whichever comes first.

Payment shall be made upon approval of ORGANIZATION and receipt of an invoice from CONTRACTOR. CONTRACTOR's invoice shall be sent to: Rancho Santiago Community College District, 2323 N Broadway, Santa Ana CA 92706-1640, Attn.: Don Maus.

5. Independent Contractor. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the ORGANIZATION, and are not entitled to benefits of any kind or nature normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation Insurance. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees.
6. Originality of Services. CONTRACTOR agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, and submitted to, the ORGANIZATION and/or used in connection with this AGREEMENT, shall be wholly original to CONTRACTOR and shall not be copied in whole or in part from any other source, except that submitted to CONTRACTOR by ORGANIZATION as a basis for such services.
7. Business Termination. In the event that CONTRACTOR shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of ORGANIZATION this AGREEMENT shall terminate and be of no further force and effect and any property or rights tangible or intangible, shall forthwith be returned to ORGANIZATION.
8. Termination. ORGANIZATION may, at any time, for any reason, terminate this AGREEMENT and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by ORGANIZATION shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

ORGANIZATION may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONTRACTOR; or (b) any act by CONTRACTOR; or (b) any act by CONTRACTOR exposing the ORGANIZATION to liability to others for personal injury or property damage; or CONTRACTOR is adjudged a bankrupt, CONTRACTOR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONTRACTOR's insolvency. Written notice by ORGANIZATION shall contain the reasons for such intention to terminate and unless with five (5) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the five (5) days cease and terminate. In the event of such termination, the ORGANIZATION may secure the required services from another contractor. If the cost to the ORGANIZATION exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONTRACTOR. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to

ORGANIZATION. Written notice by ORGANIZATION shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

9. Duty to Provide Fit Workers. CONTRACTOR shall at all times enforce appropriate discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in providing the services required under this AGREEMENT. It shall be the responsibility of the CONTRACTOR to ensure compliance with this section. Any person in the employ of the CONTRACTOR whom ORGANIZATION may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this AGREEMENT and shall not again provide services except with written consent of ORGANIZATION.
10. Hold Harmless. CONTRACTOR shall indemnify, defend and hold harmless, ORGANIZATION, its officers, employees, agents, and assigns from and against any and all claims, demands liability, judgments, awards, interest, attorney's fees, costs and expenses of whatsoever kind or nature, at any time arising out of any gross errors or omissions or willful misconduct on the part of the CONTRACTOR, unless the claim, demand liability, judgment, award, interest, attorneys' fee, cost or expense is caused by the negligent or willful misconduct of the ORGANIZATION, its officers, employees, agents, or assigns.
11. Insurance. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, take out prior to commencing the work, and maintain in force and effect, from the commencement of services until expiration of this AGREEMENT, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain a policy or policies of insurance covering CONTRACTOR'S and subcontractor's services and furnish to ORGANIZATION a certificate of insurance evidencing all Coverages and endorsements required hereunder. Said certificate of insurance shall be due upon execution of this AGREEMENT, or such subsequent date as agreed to by the ORGANIZATION. Such insurance shall be with an insurance company admitted by the Insurance Commissioner of the State of California to transact such insurance in the State of California. Minimum coverages shall be as follows.
 - (a) General Liability Insurance for injuries including accidental death, to any one person in an amount not less than \$1,000,000 per occurrence.
 - (b) Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000 per occurrence.
 - (c) Property Damage Insurance in an amount not less than \$1,000,000 per occurrence.
 - (d) Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined bodily injury and property damage in an amount not less than \$300,000 per occurrence.
 - (e) Statutory Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor code of the State of California.
 - (f) A thirty (30) day written notice to ORGANIZATION of cancellation or reduction in coverage.
 - (g) We will also name the District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under our policy (ies).
12. Assignment. The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this AGREEMENT or of its rights, title or interest in or to the same of any part thereof.

13. Compliance With Applicable Laws. The services completed herein must meet the approval of the ORGANIZATION and shall be subject to the ORGANIZATION’S general right of inspection to secure the satisfactory completion thereof. 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.
14. Conflict of Interest. CONTRACTOR affirms that to the best of his/her knowledge, there exists no actual or potential conflict between CONTRACTOR’s family, business, or financial interest and the services provided under this AGREEMENT, and in the event of change in either private interests or services under this AGREEMENT, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the ORGANIZATION. CONTRACTOR shall not be in a reporting relationship to a ORGANIZATION employee who is near relative, nor shall a near relative be in a decision-making position with respect to the CONTRACTOR.
15. Affirmative Action Employment. In the performance of the terms of this AGREEMENT CONTRACTOR agrees that it will not engage in, nor permit such subcontractor as it may employ to engage in, unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
16. Notice. All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified 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, the addresses of the parties are as follows:

ORGANIZATION:

Rancho Santiago Community College District
2323 N Broadway
Santa Ana, CA 92706-1640
Attention: Don Maus

CONTRACTOR:

Shaw HR Consulting, Inc
107 N. Reino Road # 414
Newbury Park, CA 91320
Attention: Rachel Shaw,
President

17. Non-Waiver. The failure by any one of the Parties to require performance of any provision shall not affect that Parties right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as to the date herein:

CONTRACTOR:

Shaw HR Consulting, Inc.

By: _____

Authorized Signature

Print Name: Rachel Shaw

Title: President

Date: _____

Tax ID: 45-1449198

ORGANIZATION:

Rancho Santiago Community College District

By: _____

Authorized Signature

Print Name: _____

Title: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: June 17, 2019
Re:	Approval of Professional Services Agreement with Rosemet Environmental Services	
Action:	Request for Approval	

BACKGROUND

The district generates various forms of hazardous waste from its operations such as used oil, waste anti-freeze, waste paint, and numerous other chemicals from the science labs. These wastes are generated on a year-round basis. Federal law states that we may only store hazardous waste on-site for no more than six months at a time and then it needs to be transported to a federally approved hazardous waste site. We generally schedule hazardous waste pick-ups at the end of each semester to remain in compliance.

ANALYSIS

There are numerous State and Federal laws that mandate how hazardous waste must be segregated, labeled, transported and stored. In order to remain compliant with all these laws, the district utilizes a third party consultant who manages the pick-up and disposal of our waste on an as-needed basis. Cost is based on utilization at current market rates for the disposal facilities and is billed to the district on a per pick-up basis. The consultant charges us on an hourly basis. The district wishes to enter into a formal contract with the hazardous waste consultant to formalize the terms and conditions of their service.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with Rosemet Environmental Services.

Fiscal Impact: Cost will be based on utilization.	Board Date: June 17, 2019
Prepared by: Don Maus, Director of Workplace Safety and Risk Management	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and Rosemet Environmental Services, having its principal business address located at 10106 Artesia Place, Bellflower, CA, 90706 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 desires to utilize the services of Consultant as an independent contractor to provide hazardous waste disposal services, including identification, labeling, collection, transportation, and disposal of hazardous wastes in accordance with applicable state and federal laws; 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.

1. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 1, 2019, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement. The District may, upon mutual agreement, extend the contract for three (3) additional one year terms. In no event shall the contract be extended beyond June 30, 2024.

2. 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.
3. 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, based on details 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.

4. 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.

5. 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.

6. 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.

7. 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.

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.
- d. Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant’s subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant’s subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

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:

1. 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;
2. 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).

3. 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;
4. Pollution Liability and/or Asbestos Pollution Liability and/or Professional Liability:
 - A. \$1,000,000 each occurrence/\$2,000,000 policy aggregate covering the cleanup, removal, storage, disposal, reuse, and/or recycling of pollutants. If the Contractor is a specialist, then Professional Liability specific to the environmental services is also required.

Other Insurance Requirements

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

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

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

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

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

14. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Don Maus
Director, Workplace Safety & Risk Management
2323 N. Broadway
Santa Ana, Ca 92706

Contractor: Elise Doran
10106 Artesia Place
Bellflower, Ca 90706

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

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

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

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

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

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

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

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

arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

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

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

28. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been

convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility.

- 33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

- 34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
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.

1. Contractor shall provide hazardous waste disposal services, including identification, labeling, collection, transportation, and disposal of hazardous wastes in accordance with applicable state and federal laws on an as-needed basis.
2. Contractor shall identify and segregate all unknown chemicals and wastes, and/or provide advice to staff regarding proper segregation and chemical compatibility. This may, at times, require an urgent onsite response by the contractor and/or immediate assistance over the phone.
3. Contractor shall organize all hazardous waste materials for transport.
4. Emergency-Urgent Response – Contractor shall provide emergency-urgent response or technical services at the request of the District. Emergency-urgent response incidents demand prompt attention and may include, but are not limited to:
 - a. Emergency collection of hazardous wastes within four (4 hours) of request.
 - b. Identification of unknown materials.
5. Contractor shall provide all necessary materials required for proper separation, containerization, handling, storage, transport, and disposal of hazardous waste materials collected by District staff. Contractor must be able to provide an adequate number of recovery drums and absorbent materials for on-site solidification.
6. Contractor shall remain aware of current laws, regulations and analytical requirements for disposal of hazardous wastes at approved California Department of Toxic Substances Control (DTSC)/Environmental Protection Agency (EPA) permitted disposal facilities.
7. Contractor shall be responsible to have the hazardous wastes collected from the District and transported to designated facilities for recycling, fuels blending, treatment, neutralization, transformation, destruction, incineration, or other disposal. Contractor shall be responsible for maintaining knowledge of any and all changes to applicable laws and regulations and ensuring all transporters and waste facilities are properly permitted.
8. Contractor shall be responsible to determine which disposal methods will be selected to ensure the best and most cost-effective disposal.
9. Contractor shall provide a spill prevention and emergency response plan for all services performed pursuant to its contract with the District.
10. Contractor shall provide personal protective equipment for contractor's personnel, as well as, absorbents, floor coverings, and other necessary spill containment materials for their work area(s).
11. Contractor shall ensure that all hazardous waste is lawfully and efficiently manifested to the satisfaction of the DTSC, California DOT, US DOT, EPA, and EPA permitted disposal facilities. All waste shall be transported under manifest using the appropriate District Facility EPA generator identification number.

Price Reference Sheet

Cost for transportation and disposal is based on utilization at current market rates of the facilities and is billed to the district on a per pick-up basis.

Additional costs for Rosemet Environmental are as follows:

Normal Hazmat Services	\$	65.00	Per Hour
55 Gallon Drum (New)	\$	75.00	Each
55 Gallon Drum (Reconditioned)	\$	55.00	Each
30 Gallon Drum (New)	\$	65.00	Each
30 Gallon Drum (Reconditioned)	\$	30.00	Each
5 Gallon Pail	\$	17.50	Each
Absorbent Material	\$	25.00	Each
Plastic Sheets (Per Roll)	\$	75.00	Each
Delivery Charge	\$	25.00	Per Trip