

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

Board of Trustees (Regular meeting)

Monday, June 15, 2020

2323 North Broadway via Zoom

Santa Ana, CA 92706

Pursuant to Governor Newsom’s Executive Order N-29-20, dated March 17, 2020, members of the Board of Trustees of the Rancho Santiago Community College District, staff, and the public will participate in the June 15, 2020 meeting via a teleconference. No in-person attendance will be accommodated or permitted. To avoid exposure to COVID-19 this meeting will be held via teleconference by calling **(669) 900-6833, 560964295# (please use *9 to raise your hand using your phone if you’d like to speak during public comments) or by using this link: <https://cccconfer.zoom.us/j/560964295>**. Additionally, you may submit your comments electronically by emailing lucarelli_anita@rsccd.edu.

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing lucarelli_anita@rsccd.edu. Submissions by email must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF JUNE 15, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the president of the Board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at lucarelli_anita@rsccd.edu or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

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

1.4 Approval of Additions or Corrections to Agenda Action

1.5 Public Comment

Should you wish to participate in public comments or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing lucarelli_anita@rscgd.edu. Submissions by email must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF JUNE 15, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the president of the Board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at lucarelli_anita@rscgd.edu or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

1.6 Approval of Minutes – Regular meeting of May 26, 2020 Action

1.7 Approval of Consent Calendar Action

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

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

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

1.9 Public Hearing – 2020-2021 Tentative Budget

2.0 BOARD ORGANIZATION

2.1 Board Organization Action

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

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

3.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 3.1 Report from the Chancellor
- 3.2 Reports from College Presidents
- 3.3 Report from Student Trustee
- 3.4 Reports from Student Presidents
- 3.5 Report from Classified Representative
- 3.6 Reports from Academic Senate Presidents
- 3.7 Report from Board President
- 3.8 Informational Presentation on the Budget
- 3.9 Reports from Board Committee Chairpersons and Representatives of the Board
 - Board Facilities Committee
 - Board Safety & Security Committee
 - Rancho Santiago Community College District Foundation
 - Board Ad Hoc Committee for Discussion and Timing of Reentry Plans According to the Governor's Guidelines

4.0 INSTRUCTION

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

The administration recommends approval of the facilities use agreement with GGUSD, on behalf of Lincoln Education Center, located in Garden Grove, California, as presented.
- *4.2 Approval of Second Amendment to Rancho Santiago Community College District Professional Services Agreement with LeeAnn Stone Action

The administration recommends approval of the second amendment to the RSCCD professional services agreement with LeeAnn Stone, located in Santa Ana, California, as presented.
- *4.3 Approval of Rancho Santiago Community College District to Purchase Hybrid Vehicle Demonstrator Trainers from Klein Educational Systems Under Bid Limit Action

The administration recommends approval of the RSCCD to purchase hybrid vehicle demonstrator trainers from Klein Educational Systems under bid limit, as presented.
- *4.4 Approval of Proposed Revisions for the 2021–2022 Santa Ana College (SAC) Catalog Action

The administration recommends approval of the proposed revisions for the 2021–2022 SAC catalog.

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

- *4.5 Approval of Proposed Revisions for the 2020-2021 Santiago Canyon College (SCC) Catalog and/or 2020–2021 Catalog Addendum Action
The administration recommends approval of the proposed revisions for the 2020-2021 SCC catalog and/or 2020–2021 college catalog addendum as presented.
- *4.6 Approval of Amendment to the 2019-2020 Instructional Service Agreement with Santa Ana Beauty Academy to Operate Santiago Canyon College Cosmetology Program Action
The administration recommends approval of the amendment to the instructional service agreement with Santa Ana Beauty Academy to operate the SCC cosmetology program.
- *4.7 Approval of 2020-2021 Instructional Service Agreement Renewal with Santa Ana Beauty Academy Action
The administration recommends approval of the 2020-2021 instructional service agreement renewal with Santa Ana Beauty Academy as presented.
- *4.8 Approval of Agreement for Third Party Education Program with California Association of Code Enforcement Officers (CACEO) Action
The administration recommends approval of the agreement for third party education program with CACEO as presented.
- *4.9 Approval of Agreement with Pacific Clinics’ Recovery Education Institute (REI) Action
The administration recommends approval of the agreement with Pacific Clinics’ Recovery Education Institute (REI) located in Orange, California.
- *4.10 Approval of Amended Apprenticeship Cost Agreements Action
The administration recommends approval of the amended apprenticeship cost agreements for 2019-2020.
- *4.11 Approval of California/Nevada Training Trust Master Cost Agreement Action
The administration recommends approval of the California/Nevada Training Trust master cost agreement as presented.
- *4.12 Approval of JTS Services Master Cost Agreement Action
The administration recommends approval of the JTS Services master cost agreement as presented.
- *4.13 Approval of Metropolitan Water District of Southern California Master Cost Agreement Action
The administration recommends approval of the Metropolitan Water District of Southern California master cost agreement as presented.

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

- *4.14 Approval of Operating Engineers Training Trust JATC Master Cost Agreement Action
The administration recommends approval of the Operating Engineers Training Trust JATC master cost agreement as presented.
- *4.15 Approval of Orange County Electrical Training Trust Master Cost Agreement Action
The administration recommends approval of the Orange County Electrical Training Trust master cost agreement as presented.
- *4.16 Approval of Southern California Surveyors Master Cost Agreement Action
The administration recommends approval of the Southern California Surveyors master cost agreement as presented.
- 4.17 Approval of Southwest Carpenters Training Fund and Southwest Carpenter and Affiliated Trades Joint Apprenticeship and Training Committee Master Cost Agreement Action
The administration recommends approval of the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee master cost agreement as presented.
- *4.18 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 as presented.
- *4.19 Approval of Memorandum of Understanding (MOU) Renewal for Bridge Program with Orange Unified School District (OUSD) Action
The administration recommends approval of the MOU renewal for bridge program with OUSD as presented.
- *4.20 Approval of Consulting Agreement Renewal with Orange Unified School District Action
The administration recommends approval of the consulting agreement renewal with OUSD as presented.
- *4.21 Approval of Designated Representative to Serve as Official RSCCD Representative on Rancho Santiago Adult Education Consortium for 2020-2021 Fiscal Year Action
The administration recommends approval of Eden Quimzon as the designated representative to serve as the official RSCCD representative on the Rancho Santiago Adult Education Consortium for the 2020-2021 fiscal year as presented.

- *4.22 Approval of Amended Professional Services Agreement with Substance Media, Inc. for the Santiago Canyon College Counseling Department Action
The administration recommends approval of the professional services agreement with Substance Media, Inc. for the SCC Counseling Department as presented.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers from May 13, 2020, to June 2, 2020.
- 5.3 Approval of 2020-2021 Tentative Budget Action
The administration recommends approval of the 2020-2021 proposed Tentative Budget as presented.
- *5.4 Approval of Amendment No. 1 to Retainer Agreement with Public Agency Law Group Action
The administration recommends approval of authorizing the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed Amendment No. 1 to the Retainer Agreement with Public Agency Law Group as presented.
- *5.5 Approval of Renewal of Engagement with Nixon Peabody LLP for Bond Counsel Action
The administration recommends approval of authorizing the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement with Nixon Peabody LLP for Bond Counsel as presented.
- *5.6 Approval of Legal Services Agreement with Orbach Huff Suarez + Henderson, LLP Action
The administration recommends approval of authorizing the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Orbach Huff Suarez + Henderson, LLP as presented.

- *5.7 Approval of Legal Services Agreement with Bergman Dacey Goldsmith, PLC Action
The administration recommends approval of authorizing the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Bergman Dacey Goldsmith, PLC as presented.
- *5.8 Approval of Legal Services Agreement with Atkinson, Andelson, Loya, Rudd & Romo Action
The administration recommends approval of authorizing the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and Atkinson, Andelson, Loya, Rudd & Romo as presented.
- *5.9 Approval of Lease between RSCCD and St. Peter Evangelical Lutheran Church Action
The administration recommends approval of the lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.
- *5.10 Approval of Settlement Agreement with Southwest Inspection & Testing for New Johnson Student Center Project at Santa Ana College Action
The administration recommends approval of the settlement agreement with Southwest Inspection & Testing for the New Johnson Student Center Project at SAC as presented.
- *5.11 Approval of Five Year Construction Plan (2022-2026) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College Action
The administration recommends approval of the Five Year Construction Plan (2022-2026) and IPPs for SAC and SCC as presented.
- *5.12 Approval of Five-Year Software Support Service Agreement with Ellucian, Inc. Action
The administration recommends approval of the Five-Year software support service agreement with Ellucian, Inc. as presented.
- *5.13 Approval of Amendment to Agreement with Ellucian, Inc. for Professional Services Action
The administration recommends approval of the amendment to the agreement with Ellucian, Inc. for professional services as presented.

- 5.14 Adoption of Resolution No. 20-09 to Approve Contracts for Procurement of Microscopes, Specialized Engineering Equipment and Related Equipment and Services Action
The administration recommends adoption of Resolution No. 20-09 to approve contracts for the procurement of microscopes, specialized engineering equipment and related equipment and services without competitive bidding as presented.
- *5.15 Approval of Foundation for California Community Colleges (FCCC) Contract with Hit Labs, Inc. - Master Agreement No. 00002934 Action
The administration recommends approval of the District's use of the FCCC contract with Hit Labs – Master Agreement No. 00002934 including renewals, future addendums, supplements and extensions as presented.
- *5.16 Approval of Foundation for California Community Colleges Contract with Konica Minolta Business Solutions, U.S.A., Inc. – Agreement No. 00003237 Action
The administration recommends approval of the District's use of the FCCC contract with Konica Minolta Business Solutions, U.S.A., Inc. – Agreement No. 00003237 including renewals, future addendums, supplements and extensions as presented.
- *5.17 Approval of 2020-2021 Contract Listing Action
The administration recommends approval of the 2020-2021 contract listing as presented.
- *5.18 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period April 26, 2020, through May 23, 2020.

6.0 GENERAL

- *6.1 Approval of Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Orange County Deputy Sector Navigator Information Communications Technology (ICT)/Digital Media Grant 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 related contractual agreements on behalf of the district.

- *6.2 Approval of Professional Services Agreement with 25th Hour Communications for Marketing and Advertising Services 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 related a related agreement on behalf of the district.
- *6.3 Approval of Agreement for General Counsel Services with AlvaradoSmith Action
It is recommended that the board authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and AlvaradoSmith as presented.
- *6.4 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.
- *6.5 Approval of Legal Services Agreement with Liebert Cassidy Whitmore Action
It is recommended that the Board of Trustees authorize the Vice Chancellor of Human Resources or her designee to renew the proposed agreement between Rancho Santiago Community College District and Liebert Cassidy Whitmore as presented.
- *6.6 Approval of Ground Lease with the City of Santa for Adult Education Center Located on Grounds of Centennial Park Action
The administration recommends approval of authorizing the Chancellor or his designee to sign on behalf of the District the proposed ground lease between RSCCD and the City of Santa Ana for the Adult Education Center located on the grounds of Centennial Park as presented.
- 6.7 Ratification of Amicus Brief Supporting Chancellor of California Community Colleges Action
The administration recommends ratification of the District's inclusion as an "amicus curiae" on the Amicus Brief in support of the Chancellor of California Community Colleges.
- 6.8 Adoption of Resolution No. 20-10 Affirming RSCCD's Commitment to Actively Strategize and Take Action Against Structural Racism Action
It is recommended that the board adopt Resolution No. 20-10 as presented.
- 6.9 Approval of Process and Procedure for Provisional Appointment to Fill Vacancy for Trustee Area 3 Resulting from Resignation of Trustee Nelida Mendoza or Decision to Forgo Appointment and Wait for Scheduled November 3, 2020, Election to Select New Trustee for Area 3 Action
It is recommended that the board discuss the options to fill the vacancy in Trustee Area 3, and if the board decides to fill the vacancy by provisional appointment, determine the appointment process and timeline prescribed by law and board policy.

6.10 Board Member Comments

Information

RECESS TO CLOSED SESSION

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

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

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

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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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COMMENTS FOR THE MEETING OF JUNE 15, 2020. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the president of the Board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at lucarelli_anita@rscsd.edu or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

7.0 HUMAN RESOURCES

- 7.1 Management/Academic Personnel Action
- Approval of 2020-2021 Administrator/Academic Supervisor Step Increases
 - Approval of 2020-2021 Management/Classified Supervisor/Confidential Step Increases
 - Approval of Amendment to Educational Administrator Employment Agreement
 - Approval of Interim Assignments
 - Approval of Extensions of Interim Assignment
 - Approval of 2020-2021 CSEA 888 Contract Step Increases
 - Approval of 2020-2021 FARSCCD 192 Day/12 Month Contract Step Increases
 - Approval of 2019-2020 FARSCCD Contract Extension Days
 - Approval of 2020-2021 FARSCCD Contract Extension Days
 - Approval of Appointments
 - Approval of Hiring of Temporary 1-Year Full-time Faculty Members
 - Approval of Final Salary Placements for Temporary Full-time Faculty Member
 - Approval of State Teachers Retirement System (STRS) Reduced Workload Five Year Agreement
 - Approval of Banked Leave Withdrawals
 - Ratification of Resignations/Retirements
 - Approval of Beyond Contract/Overload Stipends
 - Approval of Part-time/Hourly New Hires/Rehires
- 7.2 Classified Personnel Action
- Approval of 2020-2021 CSEA Chapter 579 Step Increases
 - Approval of Miscellaneous Pay Schedule 2020–2021 (Compliance with scheduled minimum wage increase-Senate Bill 3)
 - Approval of New Appointments
 - Approval of Professional Growth Increments
 - Approval of Leaves of Absence
 - Ratification of Resignations/Retirements
 - Approval of Short Term Assignments
 - Approval of Additional Hours of Ongoing Assignment
 - Approval of Substitute Assignments
 - Approval of Miscellaneous Positions
- 7.3 Approval of Professional Services Agreement with Keenan and Associates for Employee Benefits Consulting Action
- It is recommended that the board approve the professional services agreement with Keenan and Associates for employee benefits consulting, as presented.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

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

**Board of Trustees
(Regular meeting)**

Tuesday, May 26, 2020

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The Zoom meeting was called to order at 4:35 p.m. by Ms. Claudia Alvarez via video/teleconference. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Mr. Phillip Yarbrough, and Mr. Theodore Moreno via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Ms. Nelida Mendoza joined the meeting at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Moreno, Student Trustee, Rancho Santiago Community College District.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Public Comment

Notice of a public comment was submitted prior to the meeting to Ms. Lucarelli by Mr. Scott James regarding support and funding for Distance Education.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the minutes of the regular meeting held May 11, 2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. John Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

- 3.1 Approval of Educational Affiliation Agreement with Learning Tree Therapy, Inc.
The board approved the educational affiliation agreement with Learning Tree Therapy, Inc. located in Long Beach, California, as presented.
- 3.2 Approval of Rancho Santiago Community College District Professional Services Agreement with International Trade Education Programs dba EXP™ - The Opportunity Engine
The board approved the RSCCD professional services agreement with International Trade Education Programs dbaEXP™ - The Opportunity Engine, located in Carson, California, as presented.
- 3.3 Approval of Hospital On-Site Associate Degree Nursing Program Agreement Renewal with St. Joseph Hospital of Orange
The board approved the Hospital On-Site Associate Degree Nursing Program agreement renewal with St. Joseph Hospital of Orange, located in Orange, California, as presented.
- 3.4 Approval of Rancho Santiago Community College District Professional Services Agreement with Twenty Fifth Hour Communications
The board approved the RSCCD Professional Services Agreement with Twenty Fifth Hour Communications, located in Paso Robles, California, as presented.
- 3.5 Approval of Proposed Revisions for 2019–2020 for Santa Ana College Catalog Addendum
The board approved the proposed revisions for the 2019–2020 SAC catalog addendum.
- 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 April 29, 2020, to May 12, 2020.

1.6 Approval of Consent Calendar (cont.)

4.4 Approval of Amendment to Agreement with Hammel, Green and Abrahamson, Inc. for Professional Design Services for Science Center Project at Santa Ana College

The board approved the amendment to the agreement with Hammel, Green and Abrahamson, Inc. for professional design services for Science Center project at SAC as presented.

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

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

4.6 Approval of Amendment to Agreement with SVA Architects, Inc. for Architectural Services for Campus Entrance Improvements – Phase 1 Preliminary Schematic Design Phase at Santa Ana College

The board approved the amendment to the agreement with SVA Architects, Inc. for architectural services for the campus entrance improvements – Phase 1 preliminary schematic design phase at SAC as presented.

4.7 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.

4.8 Approval of Amendment to Agreement with Morrissey Architects, Inc. for Architectural Services for Parking Ticket Kiosks at Santa Ana College and Santiago Canyon College (SCC)

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

4.9 Approval of Amendment to Agreement with Ghatoade Bannon Architects, LLP, for Professional Design Services for New Safety and Security Offices at Santiago Canyon College

The board approved the amendment to the agreement with Ghatoade Bannon Architects, LLP for professional design services for the new Safety and Security offices at SCC as presented.

1.6 Approval of Consent Calendar (cont.)

4.10 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.

4.11 Approval of Amendment to Agreement with Morrissey Associates, Inc. for Architectural Services for Emergency Blue Phone & Americans with Disabilities Act (ADA) Path of Travel Upgrade Project at Various Sites

The board approved the amendment to the agreement with Morrissey Associates, Inc. for architectural services for the emergency blue phone & ADA path of travel upgrade project at various sites as presented.

4.12 Approval of Third Renewal Addendum with LiveSafe, Inc.

The board approved the third renewal addendum with LiveSafe, Inc.

4.13 Award of Bid #1384 for Purchase of Engineering Equipment for New Science Center at Santa Ana College, Line Item #4 (Robotics Training Package)

The board awarded Bid #1384 for the purchase of engineering equipment for the New Science Center at SAC, line Item #4 (robotics training package) to Klein Educational Systems, Incorporated as presented.

4.14 Approval of Utilization of California Multiple Award Schedule (CMAS) Contract #4-19-84-0072A to McMurray Stern

The board approved utilization of CMAS Contract #4-19-84-0072A to McMurray Stern including renewals, future addendums, supplements and extensions as presented.

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

The board approved the purchase orders approved by the chancellor per Resolution No. 20-03.

4.16 Approval of Purchase Orders

The board approved the purchase order listing for the period March 22, 2020, through April 25, 2020.

5.1 Approval of Resource Development Item

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:

- Hunger Free Campus Support (SCC) \$36,588

1.6 Approval of Consent Calendar (cont.)

5.2 Approval of Second Amendment to Sub-Agreement between RSCCD and Carnegie Mellon University for California Education Learning Lab Grant

The board approved the second 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.

1.7 Presentation to 2019-2020 Student Trustee

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

Ms. Mendoza joined the meeting via video/teleconference (Zoom) during Item 1.7.

1.8 Presentation on Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding

Dr. Hernandez and Dr. Lamb provided a presentation on the CARES Act funding. Board members received clarification on the presentation data from Dr. Hernandez and Dr. Lamb.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. John Hernandez, President, Santiago Canyon College
Dr. Jeffrey Lamb, Vice President, Santa Ana College

NOTE: At the April 24, 2017, board meeting Ms. Barrios asked that the enrollment reports presented by the college presidents be attached to the minutes and at the May 11, 2020, board meeting Ms. Alvarez asked that the written reports provided by the college presidents be attached to the minutes.

2.3 Report from Student Trustee

Mr. Moreno provided a report to the board.

2.4 Reports from Student Presidents

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

Mr. Mariano Cuellar, Student President, Santa Ana College
Mr. Jio Gallardy, Student President, Santiago Canyon College

2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 Report from Board President

Ms. Alvarez provided a report to the board.

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the May 18, 2020, Board Facilities Committee meeting.

Mr. Hanna did not provide a report at this time, but provided a report on the May 12, 2020, Board Legislative Committee meeting during Item 5.4 (Board Legislative Committee Recommendations).

On behalf of Ms. Mendoza, Mr. Martinez did not provide a report at this time, but provided a report on the May 14, 2020, Orange County Community Colleges Legislative Task Force meeting during Item 5.4 (Board Legislative Committee Recommendations).

Ms. Alvarez did not provide a report at this time, but provided a report on the Ad Hoc Board Committee for Discussion and Timing of Reentry Plans According to the Governor's Guidelines which met on May 13, May 20, and May 22, 2020, during Item 5.6 (RSCCD COVID-19 Response Plan to Reinstate On-Campus Instruction and Related Activities).

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, and 4.4 through 4.16 were approved as part of Item 1.6 (Consent Calendar).

4.3 Approval of Public Hearing for 2020-2021 Tentative Budget

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza to hold a public hearing on the 2020-2021 Tentative Budget at the board meeting on June 15, 2020. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

5.0 GENERAL

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

5.3 Adoption of Resolution No. 20-08 for Order of Biennial Trustee Election 2020 and Specifications of the Election Order

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to adopt Resolution No. 20-08 for the Order of Biennial Trustee Election and Specifications of the Election Order. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

5.4 Approval of Board Legislative Committee Recommendations

Mr. Hanna provided a report on the May 12, 2020, Board Legislative Committee meeting at this time.

It was moved by Mr. Hanna and seconded by Mr. Hernandez to approve the Board Legislative Committee’s recommendations as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

On behalf of Ms. Mendoza, Mr. Martinez provided a report on the May 14, 2020, Orange County Community Colleges Legislative Task Force meeting at this time.

5.5 Ratification of Expenditures Made Under the CARES Act, Higher Education Emergency Relief Funds

It was moved by Mr. Yarbrough and seconded by Mr. Moreno to ratify the expenditures made by the colleges under the CARES Act. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

5.6 Approval of Rancho Santiago Community College District COVID-19 Response Plan to Reinstate On-Campus Instruction and Related Activities

Ms. Alvarez provided a report on the Ad Hoc Board Committee for Discussion and Timing of Reentry Plans According to the Governor’s Guidelines which met on May 13, May 20, and May 22, 2020, at this time.

It was moved by Ms. Alvarez and seconded by Mr. Yarbrough to approve the Ad Hoc Board Committee on Proposed Plan of Reentry and Timing According to Governor’s Guidelines recommendations of the RSCCD COVID-19 Response Plan to Reinstate On-Campus Instruction and Related Activities. Discussion ensued which included adding one-sentence amendment to the proposed plan that would address Mr. DeCarbo’s concerns to include “in collegial consultation” to Phase 1 bullet points (#2, 3, 4, 5, & 6) regarding the offering of online courses.

The motion to approve the plan as amended carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

5.7 Discussion of Other Post-Employment Benefits (OPEB) Trust Fund

Board members discussed the loss of funds in the OPEB Trust Fund.

5.8 Board Member Comments

Mr. Moreno thanked board members and staff for the assistance provided him as a student trustee for the past year. He reported he plans to attend the University of California, Los Angeles (UCLA) in the fall and study Anthropology/Archaeology and History.

Board members thanked Mr. Moreno and Mr. Gallardy for their service to the RSCCD students and welcomed newly elected 2020-2021 Student Presidents, Mr. Henry Gardner (SCC) and Ms. Monica Renteria (SAC).

Board members congratulated Ms. Mendoza on being elected to serve on the City of Santa Ana Council beginning June 2, 2020.

5.8 Board Member Comments (cont.)

Since the previous day was Memorial Day, Mr. Hernandez thanked those that gave their lives for freedom and Mr. Hanna shared that his father was on the island when Pearl Harbor was attacked, and his father's cousin was killed in the attack on the USS Arizona along with over two thousand United States servicemen and civilians.

Mr. Hanna reported that at the May 12, 2020, Board Legislative Committee, the chancellor informed the committee on the status of funding Calbright College. He proposed consulting with the Academic Senate and having the board take a position at its next meeting to ask the legislature to no longer fund Calbright College.

Ms. Alvarez thanked Ad Hoc Committee members and staff for their hard work on the RSCCD COVID-19 Response Plan to Reinstate On-Campus Instruction and Related Activities.

Ms. Mendoza thanked everyone for their kind words and well wishes as a newly-elected Council Member for the City of Santa Ana. In addition, she thanked the chancellor, college presidents, and staff for their expertise in providing services to the RSCCD students.

Ms. Mendoza asked that the meeting be adjourned in memory of the service members who gave their lives for our freedom.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:52 p.m. to consider the following items:

1. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
 - Property: Centennial Education Center/Centennial Park
2900 W. Edinger Avenue, Santa Ana, California
 - Agency Negotiators: Marvin Martinez, Chancellor, Rancho Santiago Community College District
 - Negotiating Parties: City of Santa Ana
 - Under Negotiation: Price and Terms of Payment

2. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Educational Administrator Appointments
 - (1) Interim SAC President

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. Liability Claim (pursuant to Government Code Section 54956.95)
a. #2007044
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

Ms. Barrios and Mr. Moreno left the meeting at this time.

RECONVENE

The board reconvened at 10:07 p.m.

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

Closed Session Report

Mr. Yarbrough reported during closed session the board discussed real property negotiations, public employment, labor negotiations, a liability claim and public employee discipline/dismissal/release; and Mr. Hardash and Ms. Green announced their retirements; therefore, the board did not extend their contracts.

Public Comment

There were no public comments.

Mr. Labrado joined the meeting at this time.

6.0 HUMAN RESOURCES

- 6.1 Management/Academic Personnel (see additional action Item 6.3 [RSCCD Equal Employment Fund Multiple Method Allocation Model Certification Form]).

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

- Approve Appointment of Interim SAC President

6.1 Management/Academic Personnel (cont.)

- Approve Interim Assignments
- Approve Extensions of Interim Administrative Assignment
- Ratify Resignations/Retirements
- Approve 2019-2020 CSEA 888 Adjusted Annual Salary Schedule
- Approve 2019-2020 CSEA 888 Adjusted Hourly Salary Schedule
- Approve Appointments/Part-time to Tenure Track
- Approve Hiring of Temporary Full-time Faculty Members
- Approve Final Salary Placements
- Approve 2020-2021 Sabbatical Leaves of Absence
- Approve 2019-2020 Contract Extension Days
- Approve 2019-2020 Additional Contract Extension Days
- Approve Beyond Contract/Overload Stipends
- Approve Part-time/Hourly New Hires/Rehires

6.2 Classified Personnel

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

- Approve Miscellaneous Pay Schedule-Revised
- Approve Professional Growth Increments
- Approve Longevity Increments
- Approve Changes in Salary Placement
- Approve New Appointments
- Approve Leaves of Absence

6.3 Approval of RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form for Fiscal Year 2019-2020

It was moved by Ms. Mendoza and seconded by Mr. Yarbrough to approve the RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form for Fiscal Year 2019-2020 and authorize its transmission to the State Chancellor's Office. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

At this time, Mr. Ruben Smith asked the board to amend the motion on Item 6.1 to include reporting the action taken on the appointment of the Interim SAC President.

Mr. Hernandez joined the meeting at this time.

6.1 Management/Academic Personnel (cont.)

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve amending the motion to approve Item 6.1 with the appointment of Interim President of Santa Ana College to Dr. Marilyn Martinez-Flores, at an annual salary of \$245,558.03; the current salary of the present SAC President. The amended motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.4 Rejection of Claim

Mr. Hanna recused himself from the vote due to a potential conflict of interest with his employer. In addition, he stated that he left closed session when this item was being discussed.

Mr. Hanna left the meeting at this time since Item 6.4 was the last item on the agenda.

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza to authorize the chancellor or his designee to reject claim #2007044. The motion carried with the following vote: Aye – Ms. Alvarez, 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 15, 2020.

There being no further business, Ms. Alvarez declared the meeting adjourned at 10:16 p.m., in memory of the memory of those service members who have given their lives for our freedom.

Respectfully submitted,

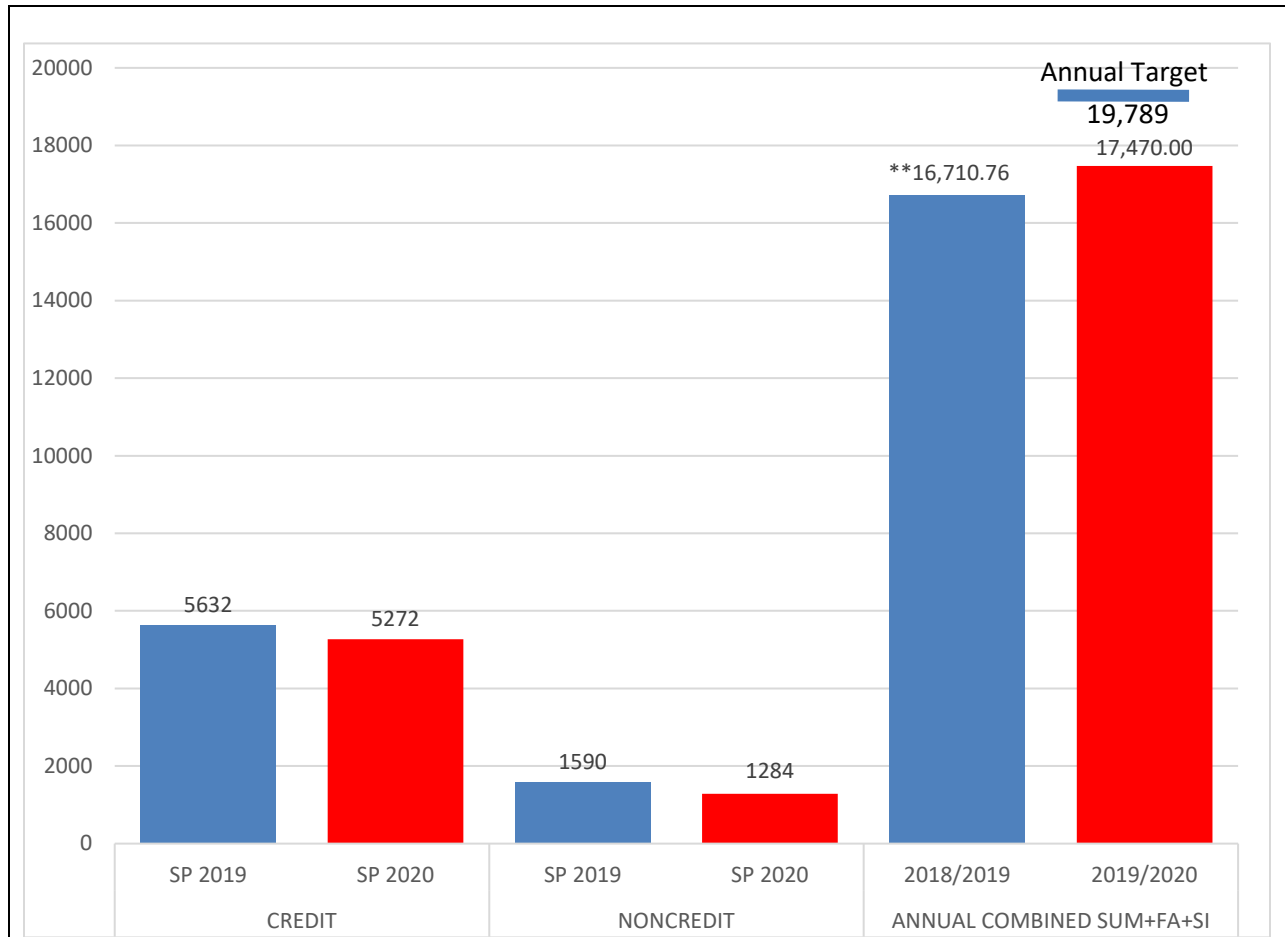
Marvin Martinez, Chancellor

Approved: _____
Clerk of the Board

Minutes approved: June 15, 2020



SAC 2019/2020 Spring Enrollment Report *Date: 5/20/2020



FTES Target

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

NOTES:

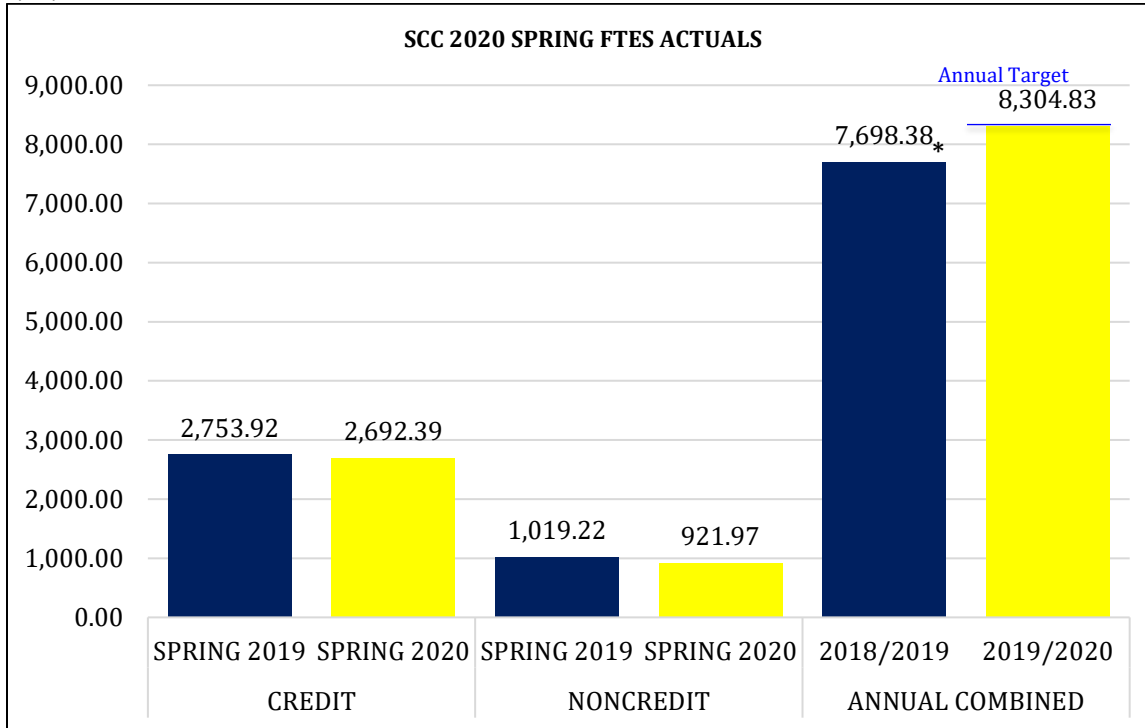
* This report represents a "moment in time" comparison between like terms.

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

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



SCC 2019/2020 ENROLLMENT REPORT
5/20/2020



FTES TARGETS

TERMS	2019/2020	DIFF	PCT
Credit Spring Target	2766		
Credit Spring Projection	2725	-41.00	-1.5%
NonCredit Spring Target	1155		
NonCredit Spring Projection	975	-180.00	-15.6%
Annual Target	8389		
Annual Projection	8433	+44.00	+0.5%

NOTES:

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

SOURCE:

Executive Dashboard Report

Dr. Rose: President's Oral Report to the Board
May 26, 2020

OVERVIEW/COVID-19

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

ENROLLMENT

Credit

- As of May 20, 2020 SAC-Credit was at 5272 FTES, which is down from last year at a comparable date when FTES was at 5632. The bulk of this decline is due to the suspension of our public safety academies and positive attendance courses. Fortunately, the Basic Fire Academy has been back in a limited capacity for the last two weeks and the Basic Sheriff Academy will start back up this week.
- As of May 20, 2020, the RG9040 Census Enrollment Detail Report notes the SAC Student Drops (as a result of COVID-19) are as follows:

Type	Number	
Duplicated	1766	
Un-duplicated	1143	
Unduplicated Courses	359	
Duplicated (prior to 3/11)	1742	

- Academic Deans have been provided this information and will be adding courses to the Summer 2020 and Fall 2020 schedules as needed.

Noncredit

- As of May 20, 2020 SAC-SCE was at 1284 FTES, which is down from last year at a comparable date when SAC-SCE was at 1590. SAC-SCE has initiated a summer marketing campaign and redesigned its website and registration process in order to have a successful summer. Seventy percent (70%) of SAC-SCE website visitors utilize a smart phone and so the new website and registration process is mobile friendly. Please visit SAC.edu/SCE to register for summer classes and for more information.

GOAL 1 - COMPLETION

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

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

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

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

of the SAC Go program there have been over 1,400 confirmed student registrations.

- To date, SAC Financial Aid has provided the following CARES student disbursements:
 - 3,100 applications reviewed
 - 1,880 awarded for \$1,300,000
- To date, SAC-SCE has distributed loaner laptops to 55 students on two laptop distribution dates. The first was on April 22, 2020, which served 43 students and the second was on Monday, May 11, 2020, which served 12 students. Another laptop distribution is not planned at this time; however, SCE faculty and department coordinators continue to identify students who have technological needs.

GOAL 2- TRANSFER

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

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

GOAL 3- UNIT ACCUMULATION

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

GOAL 4-WORKFORCE

Goal 4A: Increase Median Annual Earnings of All Students

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

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

GOAL 5-EQUITY

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

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

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

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

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

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

Goal 5.4A: Increase Median Annual Earnings of All Students

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

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

Career Education

- On Thursday, May 7, 2020, 80 people attended a virtual “Meet & Greet” to learn more about current and future noncredit career education programs.
- On Friday, May 8, 2020, via Zoom, approximately 300 Boys and Girls Club of Garden Grove employees attended workshop entitled “Applying a Growth Mindset in the Workplace During a Time of Change” facilitated by SAC-SCE Career Education faculty. Participants were divided into smaller breakout sessions to discuss ways to navigate the change in their current work environment.
- On Thursday, May 14, 2020, SAC-SCE received approval from the California Department of Public Health to offer the Nurse Assistant Training Program online for the duration of the declared emergency.

**Santiago Canyon College President's Report to the RSCCD Board of Trustees
May 26, 2020**

Enrollment Report:

In **credit**, as of May 20, 2020 we are at 2692.39 FTES which is -61.53 FTES compared to same time period last year. We have revised our projection for credit: -41 FTES short of our spring target of 2766 (an increase of +25 FTES from prior projections).

In **noncredit**, we were 95% into the spring semester and posted 922 FTES which represents 80% of our spring target of 1,155 FTES. The posted FTES is -97 FTES lower than the same time last spring and is due to our transitioning to TRI. However, we continue to see an increase in the number of students participation in TRI and are again changing our spring projection **upward** by another +50 FTES. With this change, noncredit will end the semester approximately -180 FTES from target.

Good News: SCC exceeded its summer target by 73.20 FTES and exceeded its fall target by 209.88 FTES, which provides a "cushion" to offset spring term FTES losses due to COVID19. The **revised projection** for the year is 8433 FTES and will **exceed** our target of 8389 **by +44 FTES.**

COLLEGE UPDATES

CARES ACT Student Emergency Grants

To date 1633 students have been disbursed CARES ACT funds totaling \$614,925.00

Additionally we have received 280 applications which are reviewed individually to ensure Title IV program eligibility requirements. Applications are reviewed on an on-going basis and depending on special circumstances, may be eligible up to \$3000.00.

The College is required to report our CARES data 30 days from the time we received funds. The following link provides the required reporting:

<https://www.sccollege.edu/StudentServices/FinancialAid/Pages/CARES-Act-Reporting-Data.aspx>

Emergency Grants for Undocumented Students

[Staff from our First Year Support Center are reaching out to undocumented students and encouraging them to apply for emergency grants utilizing AB19 and AB2 College Promise state funds. College Promise grants require students to be enrolled in a minimum of 12 units. For DREAMER students enrolled in less than 12 units, the college has earmarked \\$50,000 from other state categorical funds to provide emergency funds. To date, 25 DREAMER students have applied for an emergency grant.](#)

[Additionally, EOPS has issued \\$23,000 in grants to AB540 students.](#)

Commencement Update:

A commencement survey was administered to 1,344 SCC students who are eligible to graduate this academic year, of which 685 students responded. The survey results indicate that a majority of respondents **prefer a rescheduled, in-person commencement ceremony** when it is once again safe to resume large gatherings. Additionally, the majority of respondents indicated a willingness to participate at any future date with no timing restrictions.

On May 12, 2020, College Council discussed the student survey results and made the following recommendations:

- Cancel the in-person commencement ceremony scheduled for June 5, 2020 and invite students eligible to graduate this year to participate in next year's commencement ceremony (spring 2021).
- Create a **Congratulatory Video** to be released the week of June 8, 2020 and emailed to all graduates.
- Produce and print a **Commemorative Graduation Booklet** and mail to graduates no later than June 26, 2020.

I believe these recommendations will allow us to recognize graduates for their accomplishments while providing an opportunity to participate in next year's ceremony.

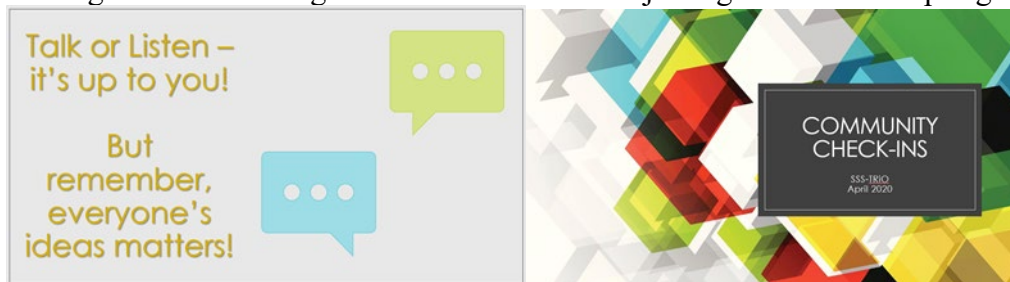
Examples of Virtual Support Services and continued transition to TRI:

TRiO Student Support Services:

We are virtual! Students are connecting with staff via video conferencing, phone, email and texting. Tutoring services are in full swing and students are preparing for mid-terms. Our staff is also working on connecting with students via social media:



Virtual workshops are here! Students can now choose from four different virtual workshops to help them with the transition to virtual learning as well as refining their skills in the classroom. Community Check-Ins are live! We are checking in with students and seeing what they are up to during this time. Some topics in the latest check-in included favorite shows to binge, what we are looking forward to doing when this is over and adjusting to online for Spring and Summer.

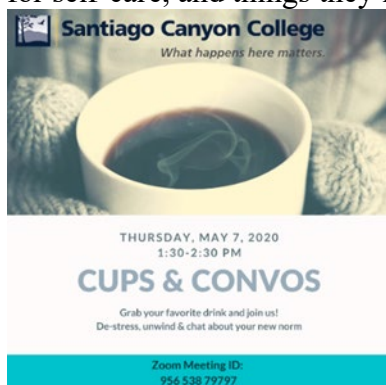


Transfer Success Center hosts virtual workshops including: **Will My Dream School Accept Me** – presented on Thursday, April 30, 2020 by SCC staff. The workshop discusses average GPA's for many of the local universities, resources to help students learn about impaction, and help them prepare a list of schools to apply to when they are ready to transfer.

Pathway to Teaching Program recently hosted two CBEST Workshops: **CBEST Math Workshop** **CBEST English workshop** for future teachers. This was the final workshop in the 3-workshop series. Students analyzed released CBEST questions and practiced developing well-structured responses. A total of 30 students have participated in the series!

College Assistance Migrant Program (CAMP) is hosting **weekly Zoom Hangout** for CAMP students. This is a scheduled time for CAMP students to connect with staff and speak about the difficulties they are experiencing. CAMP staff provided a motivational video and assisted each student. The goal is for each student to leave the Hangout feeling supported, with new ideas and strategies to implement for the following week to come.

The First Year Support Center recently hosted a Cups & Conversation virtual session to provide students an outlet where they can discuss their transition among each other while building community. During the event, students had the opportunity to share new hobbies, tips for self-care, and things they look forward to post COVID-19.



Forensics Virtual Competition: associate professor and speech & debate coach Jared Kubicka-Miller, organized an asynchronous **national forensics tournament** the week of April 20, 2020. Eleven schools across four states participated. SCC's team worked tirelessly to create performances that discuss some of our world's most pressing and important issues, and we are thankful that professor Kubicka-Miller took the initiative to provide this incredible opportunity for our students.

Upcoming Events:

Hawk's Nest Drive Through Food Pantry Distribution: Thursday, May 28, 2020 from 10am-2pm in Lot 2. This is our fifth distribution since TRI. On average, we are serving 300 students per distribution date. Special thanks to the Orange County Food Bank, and the Second Harvest Food Bank of Orange County for their continued support. Additionally, our fundraising campaign through the SCC Foundation has raised \$10,370.00 which provides much needed financial support to the pantry and **Basic Needs Center**.

The SCC Bookstore will host a **Drive-Thru, "CURB SIDE" Textbook Rental Returns and Textbook Buy Back Services** during these three (3) days:

Thursday, June 4th 9:00 am to 4:00 pm

Friday, June 5th 9:00 am to 4:00 pm

Monday, June 8th 9:00 am to 4:00 pm

Students can access Lot 6 (near Lorenzo A. Ramirez Library) off the Chapman Avenue entrance.

We are in the planning stages for several celebratory events for example, the Honors Committee is working on a **Drive-Up Honors Ceremony** to celebrate this year's graduating honors students and the Upward Bound Math & Science (UBMS) program is in the planning stages for a **Drive-Up Senior Recognition**. Details forthcoming.

Special thanks:

iFoster, a nonprofit organization and partner to our program provided **SCC Guardian Scholars** 18 cell phones (that serve as hotspots) and 18 laptops for students. This will offset technology barriers for foster youth students during this pandemic.

For the second year, the SCC Guardian Scholars Program received \$2,500 from **Farmers & Merchants Bank** earmarked for scholarships for guardian scholars who are planning to transfer to 4-year universities. This one-time scholarship, allows two transferring Guardian Scholars students to receive \$1,250 to cover educational expenses to continue their educational career at a 4-year university. The 2019-2020 recipients are as follow: **Mr. Solomon Jones** who will be transferring to UC Davis or CSU Fullerton and **Mr. Euronymous Fernandez** who is transferring to CSU Fullerton.

The Orange Rotary will organize a diaper drive for SCC's Basic Needs Center & food pantry distribution. The drive will occur between now and June 4th. Diapers are a much sought item by student parents of infants.

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

To:	Board of Trustees	Date: June 15, 2020
RE:	Approval of Facilities Use Agreement with Garden Grove Unified School District, on behalf of Lincoln Education Center	
Action:	Request for Approval	

BACKGROUND

Lincoln Education Center is an adult education provider located in Garden Grove, California. Programs offered include English as a Second Language (ESL), Vocational, Citizenship, General Education Diploma (GED), High School Diploma, computer courses, First AID/CPR and Adults with Disabilities.

ANALYSIS

Rancho Santiago Community College District, on behalf of Santa Ana College School of Continuing Education, proposes to enter into a partnership and Facilities Use Agreement with Garden Grove Unified School District, on behalf of Lincoln Education Center (“Facilities Agreement”), to provide instructional programs for adult students. The term of this Facilities Agreement is five (5) years and carries no financial obligation or cost. The programs offered will address workforce development skills, workforce preparation and career education courses related to specific job fields. The Lincoln Education Center is located at 11262 Garden Grove Boulevard, Garden Grove, California, 92843.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Facilities Use Agreement with Garden Grove Unified School District, on behalf of Lincoln Education Center, located in Garden Grove, California, as presented.

Fiscal Impact:	None	Board Date: June 15, 2020
Prepared by:	James Kennedy, Ed.D., Vice President, Santa Ana College, School of Continuing Education Stephanie Paramore, Dean, Instruction and Student Services, Santa Ana College, School of Continuing Education Lorena Chavez, Director, Special Programs, Santa Ana College, School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (hereinafter “Agreement”) is entered into between Rancho Santiago Community College District, on behalf of Santa Ana College School of Continuing Education (hereinafter called “College”) and Garden Grove Unified School District, on behalf of Lincoln Education Center (hereinafter called “Lincoln Education Center”).

BASIS AND PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish a mutually beneficial partnership to provide instructional programs for adult students offered through Santa Ana College at Lincoln Education Center located at 11262 Garden Grove Boulevard, Garden Grove, California 92843. These programs will address workforce development skills, workforce preparation, and career education courses related to specific job fields.

The College and Lincoln Education Center agree on the following:

1. Roles and Responsibilities.

Santa Ana College agrees to:

- Provide instruction and hire instructional faculty according to its existing policies and procedures to teach classes at the facility.
- Provide instructional materials and equipment. Santa Ana College will provide maintenance and upkeep for instructional materials and equipment.
- Evaluate the instructors at regular intervals and add additional classes as needed or requested by Lincoln Education Center based on interest.
- Keep an accurate account of all class hours.
- Receive any and all State apportionment related to classes taught under this Agreement.

Lincoln Education Center agrees to:

- Provide suitable facilities and classroom space to hold the number of adult education classes as mutually agreed to by the Lincoln Education Center and the College.
- Assume responsibility for the facility infrastructure and ongoing maintenance.

- 2. Term.** This Agreement shall be effective on or after Tuesday, June 16, 2020, when signed by both parties and shall continue in effect for five years, unless terminated earlier with or without cause by providing 90 days written notice to the other party.
- 3. Insurance.** Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal

injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; statutory limits for California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party. College agrees to add the Garden Grove Unified School District as an Additional Insured under their policy.

- Garden Grove Unified School District to be named as the *Certificate Holder* as well as an Additional Insured on the *Additional Insured Endorsement*. The policy number on the certificate and the accompanying endorsement must match.
- The entire and complete business address must be included in the COI Holder box:

Garden Grove Unified School District
10331 Stanford Avenue
Garden Grove, CA 92840

4. **Indemnification.** All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or 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.
5. **Entire Agreement.** This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. The provisions of the Agreement may not be amended except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.

6. **Notices.** Except as otherwise provided in the Agreement, all notices or other communications shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this Section or by other form of notice agreed to by the parties.

College:

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

With a copy to: District Department Responsible for Contract

Lorena Chavez, Director, Special Programs
Santa Ana College School of Continuing Education
Centennial Education Center
2900 W. Edinger Avenue
Santa Ana, CA 92704
714-241-5845
Chavez_Lorena@sac.edu

Lincoln Education Center:

Robin Patterson, Director, Adult and Alternative Education
Garden Grove Unified School District
Lincoln Education Center
11262 Garden Grove Blvd.
Garden Grove, CA 92843
(714) 663-6305
rpatterson@ggusd.us

7. **Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT,
on behalf of Santa Ana College School of Continuing Education**

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

LINCOLN EDUCATION CENTER

Signature: _____

Date: _____

Robin Patterson
Director, Adult and Alternative Education
Lincoln Education Center
11262 Garden Grove Blvd.
Garden Grove, CA 92843
(714) 663-6305

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Distance Education**

To: Board of Trustees	Date: June 15, 2020
Re: Approval of Second Amendment to the Rancho Santiago Community College District Professional Services Agreement with LeeAnn Stone	
Action: Request for Approval	

BACKGROUND

On July 15, 2019, the Rancho Santiago Community College District (RSCCD) Board of Trustees approved the Rancho Santiago Community College District Professional Services Agreement with LeeAnn Stone (“Agreement”) for Instructional Designer Services to work with faculty to develop model courses for departmental usage to assist with Online Distance Education growth for California Community Colleges California Virtual Campus-Online Education Initiative (CVC-OEI), Distance Education growth for online Associate Degree for Transfer (AD-T) Pathways and Career Technical Education (CTE) Certificates, Open Educational Resource (OER) Course Adoption and Canvas Classroom to Online Migration. The Agreement is for \$1,500 to \$3,000 per course for a maximum total of \$45,000 for services to be completed by December 31, 2019.

On December 9, 2019, the RSCCD Board of Trustees approved the First Amendment to the Agreement to extend the term from December 31, 2019 to June 30, 2020, increase the contract amount not to exceed \$90,000 and increase the amount of courses to be completed in the project time frame dependent on the level of need to 30-60 courses.

ANALYSIS

This Second Amendment to the Agreement extends the term from July 1, 2020 to June 30, 2021 and increases the contract amount from \$90,000 to a revised total amount not to exceed \$150,000. This includes an increased number of additional CVC-OEI online coursework for up to 50-100 courses (which includes AD-T and CTE courses).

RECOMMENDATION

It is recommended that the Board of Trustees approve this Second Amendment to the Rancho Santiago Community College District Professional Services Agreement with LeeAnn Stone, located in Santa Ana, California, as presented.

Fiscal Impact: \$150,000	Board Date: June 15, 2020
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Fernando Ortiz, Ph.D., Dean, Academic Affairs	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

**SECOND AMENDMENT TO THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT WITH LEEANN STONE**

This Second Amendment to Agreement is dated effective as of the later of June 16, 2020 or the date fully executed by both parties ("Effective Date") and is entered into by and between Rancho Santiago Community College District ("District"), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and LeeAnn Stone; a sole proprietor having its principal business address located at 12952 Miriam Place, Santa Ana, CA 92705 (hereinafter called "Contractor").

District and Contractor entered into a certain Agreement dated effective July 16, 2019 (the "Agreement"). District and Contractor entered into a First Amendment to the Agreement dated effective December 10, 2019.

District and Contractor now desire to amend the terms of the Agreement as more particularly set forth below:

- 1 Terms and Conditions, Section 2, Term of the Agreement is hereby amended by deleting December 31, 2019 and inserting the following in lieu thereof: June 30, 2021.
- 2 Terms and Conditions, Section 4, Amount of Compensation is hereby amended by deleting Forty-Five Thousand Dollars (\$45,000) and inserting the following in lieu thereof: One Hundred Fifty Thousand Dollars (\$150,000).
- 3 Exhibit A- Scope of Work and Detailed Schedule of Payment, Section Detailed Schedule of Payment, attached to the Agreement is hereby amended by deleting 15-30 course and inserting the following in lieu thereof: 50-100 courses.
- 4 Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

This Amendment embodies the entire agreement between District and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.

Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

IN WITNESS WHEREOF, District and Contractor have executed and delivered this Amendment effective as of the Effective Date.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

BY: _____
Signature

Print Name: _____

Print Name: Peter J. Hardash

Print Title: _____

Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Career Education and Workforce Development**

To: Board of Trustees	Date: June 15, 2020
Re: Approval of Rancho Santiago Community College District to Purchase Hybrid Vehicle Demonstrator Trainers from Klein Educational Systems Under Bid Limit	
Action: Request for Approval	

BACKGROUND

Klein Educational Systems provides low cost hybrid vehicle training aids that are difficult to source. Locktronics, only sold through Klein Educational Systems, is one of the few companies that makes small and maneuverable hybrid training boards. The unique features of the training boards include easy accessibility for all students, low cost per unit, building capabilities, and included course materials. The Locktronics hybrid boards require students to build a hybrid vehicle simulation from an empty shell and then start diagnostic tests. Other companies that provide hybrid training modules are not buildable. The Locktronics hybrid boards give students a better understanding of how the system operates because they must build the system themselves. We have looked at other vendors that offer hybrid training aids that are not similar and are more expensive. Locktronics is the only vendor that offers them at a much lower price of \$6,018.00 per training board (12 total) that can be disassembled and reassembled, which other vendors do not offer. The training boards will come with a one (1) year warranty and a technician will be on site the day of the delivery to ensure that all boards are delivered, set up and left operating in working condition.

ANALYSIS

Students will gain a thorough understanding of hybrid vehicles and how the system works from the ground up and the department would not need to cancel the hybrid course (AUTO-285) due to insufficient training components. The Santa Ana College Automotive Technology Department would use these training boards in six (6) courses and would then be able to serve approximately 300-350 students annually. Furthermore, we would be able to expend \$78,879.16 from the grant budget and not have to return these funds to the State, while also continuing to provide state-of-the-art hands-on training to better prepare our students for employment and industry standards.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Rancho Santiago Community College District to Purchase Hybrid Vehicle Demonstrator Trainers from Klein Educational Systems Under Bid Limit, as presented.

Fiscal Impact:	\$78,879.16	Board Date: June 15, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Kimberly Mathews, Director of Special Program, Career Education & Workforce Development	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

Santa Ana College - David Roper
Quotation for Hybrid Vehicle Demonstrator Trainers

May 12, 2020

Qty	Item	Description	Unit Cost	Total
12	MEGLOC-HYB	Hybrid Demonstrator Trainer <ul style="list-style-type: none">• Automotive Hybrid Demonstration Panel• Includes Hybrid Engine, Battery, and Electronic Control Unit, Break Switch, and Potentiometer• First Hybrid Training Unit of its Kind• Battery Charge• Regenerative Braking• Hybrid Technologies	\$6,018.00	\$72,216.00
1	DISC	Quantity Purchase Discount - based on purchase of 12 units.	-\$1,000.00	-\$1,000.00

Sub Total	\$71,216.00
City of Santa Ana Sales Tax @ 9.25%	\$5,163.16
Estimated Freight	\$2,500.00
Delivered Cost	\$78,879.16

Make Purchase Orders out to:

Klein Educational Systems, Inc.
523 G Street
Davis, CA 95616
800-698-3249

Fax Purchase orders to: **888-503-3108** or email to debra@kleineducational.com

Prices Valid for 60 Days Terms Net 30 Days Estimated Delivery 95-120 Days ARO



Megatech Corporation Product Warranty For Products Produced and Sold by Megatech Corporation

Company Overview

2020 is being heralded as Megatech's 50th consecutive year of building quality training aids for schools, industry, and the military. Over that time Megatech has been first in developing new products and software such as training aids, cutaway sectionals, and diesel and alternative fueled trainers that provide hands on, competency based instruction for students, technicians and military personnel alike. Whether preparing techs to repair vehicles in the theater of war or providing high school students with the basic skills to be employed in the transportation industry, Megatech has been a globally respected company with its unique and cutting edge product designs.

Standard Warranty

Megatech Corporation (herein referred to as Megatech) warrants that its products will be free from defects in materials and workmanship for a period of one (1) year from the date of shipment. If the product proves defective during the warranty period, Megatech, at its option, will repair or replace the component or part that is defective. The customer must contact Megatech regarding the defect before the end of the warranty period.

In appropriate instances, whereas Megatech uses OEM parts and components, Megatech will ship replacement items to the Customers to be replaced by the Customers under the direction of a Megatech representative and become a valuable student learning experience.

These warranties shall not apply to any defect, failure or damage caused by normal wear and tear, improper use or inadequate maintenance, student abuse, vandalism or care. Megatech shall not be obligated under these warranties:

- a) To repair damage resulting from attempts by personnel other than Megatech representatives to install, repair or service the product, unless directed by a Megatech representative.
- b) In instances where Megatech resells other manufacturers (OEM) equipment, that manufacturer's warranty precedes Megatech.
- c) To repair damage, malfunction or degradation of performance resulting from improper use or connection to incompatible equipment.
- d) To repair an item that has been modified from its original form in such a way that increases difficulty of service and/or degrades performance and reliability.
- e) To perform user maintenance or cleaning to repair damage, malfunction or degradation of performance resulting from failure to perform user maintenance and cleaning as prescribed in published product materials.
- f) To replace items that have been abused, misused or tampered with in any way.

- g) To install replacement items that are considered customer replaceable, such as light bulbs, batteries or any other parts or materials that are designed to be consumed within the life of the product.

Any service identified in the above list and provided by Megatech at the Customer's request shall be invoiced to Customer at Megatech's current rates for parts, labor and travel.

The above warranties are given by Megatech with respect to the purchased item and its related items in lieu of any other warranties, expressed or implied. Megatech disclaims any implied warranties of merchantability or fitness for a particular purpose or any similar standard imposed by applicable legislation. Megatech's responsibility to repair, replace or offer a refund for defective products and related items is the sole and exclusive remedy provided to the customer for breach of these warranties.

Some states, provinces and countries do not allow the exclusion or limitation of incidental or consequential damages or exclusion or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state, province or country.

To the extent allowed by local law, except for the obligations specifically set forth in this warranty statement, in no even shall Megatech be liable for any indirect, special, incidental or consequential damages (including loss of profits) whether based on contract, tort or any other legal theory and irrespective of whether Megatech has advance notice of the possibility of such damages.

In cases where Megatech has partnered with one of our trusted vendors (such as Land and Sea, Matrix Technology, etc.), the vendor service agreement will extend into Megatech's standard product warranty.

Vendor Contacts:

Land and Sea, Inc.
25 Henniker Street; Concord, NH
03301-8528 USA
1-866-396-6648

Matrix Technology Solutions Ltd
33 Gibbet Street, Halifax,
HX1 5BA UK
01422 252 380

Kistler Instrument Corp.
30280 Hudson Drive; Novi, MI
48377 USA
1-248-668-6900

National Instruments
11500 N Mopac Expwy; Austin, TX
78759-3504 USA
1-877-388-1952

Unlimited use of Megatech's 1-800 Product Support Line: 1-800-767-MEGA

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Proposed Revisions for the 2021 – 2022 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 2020. It includes new courses, program revisions, and other curricula changes that are reflected in the catalog ([click here](#)).

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 2021 – 2022 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: June 15, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Brian Sos, Ph.D., Chair of the Curriculum and Instruction Council	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College – Academic Affairs

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Proposed Revisions for the 2020 - 2021 Santiago Canyon College Catalog and/or 2020 – 2021 Catalog Addendum	
Action:	Request for Approval	

BACKGROUND

The attached memo is a summary of actions taken by the Santiago Canyon College Curriculum and Instruction Council during 2020. It includes new courses, course revisions, course deletions, and other curricula changes that will be reflected in the 2020 - 2021 Santiago Canyon College Catalog and/or 2020 – 2021 College Catalog Addendum.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2020 - 2021 Santiago Canyon College Catalog and/or 2020 – 2021 College Catalog Addendum as presented.

Fiscal Impact:	None	Board Date: June 15, 2020
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Darlene Diaz, Chair of the Curriculum and Instruction Council	
Submitted by:	John Hernandez, Ph.D., President	
Recommended by:	Marvin Martinez, Chancellor	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: June 15, 2020

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 2020-2021 SANTIAGO CANYON COLLEGE CATALOG AND/OR 2020-2021 CATALOG ADDENDUM**

The following changes to the 2020-2021 Santiago Canyon College Catalog and/or 2020-2021 Catalog Addendum are proposed by the Curriculum and Instruction Council (CIC) of Santiago Canyon College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santiago Canyon College's CIC is chaired by Darlene Diaz, Designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 17 faculty representatives (including the Chair of the Committee), an Articulation Officer, a Curriculum Specialist, and a student representative.

The changes initiated at Santiago Canyon College for the 2020-2021 Santiago Canyon College Catalog and/or 2020-2021 Catalog Addendum are:

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A)

No changes

GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITY (Plan B)

No changes

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C)

No changes

NEW PROGRAMS, DEGREES, AND CERTIFICATES

(See Attachment #1)

Three (3) 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)

Forty-five (45) 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

No programs were deactivated.

NEW COURSES

(See Attachment #3)

Three (3) new course was approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES

(See Attachment #4)

One hundred and forty-four (144) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

HONORS COURSES

(See Attachment #5)

Three (3) honor course 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

No courses were deactivated.

DISTANCE EDUCATION OFFERINGS

(See Attachment #6)

Sixty-seven (67) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with portions of the instruction, which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

STAND ALONE

No courses were proposed for Stand Alone status.

CC: 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, Dean of Business and Career 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
Joanne Armstrong, Interim 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

Global Studies, Certificate of Achievement
Public Administration, Associate of Science
Public Administration, Certificate of Achievement

Noncredit

None

REVISED PROGRAMS, DEGREES, AND CERTIFICATES**Credit**

After School Program Assistant, Certificate of Achievement
 After School Program Associate Teacher, Certificate of Achievement
 American College English/ESL Certificate of Achievement
 Anthropology, AA-T
 Anthropology, AA-T
 Bilingual Instructional Aide: Spanish, Certificate of Achievement
 Biotechnology, AS
 Business Administration, AS-T
 Child and Adolescent Development, AA-T
 Code Enforcement and Compliance, AS
 Code Enforcement and Compliance, Certificate of Achievement
 Communication, AA
 Earth Sciences, AS
 Economics, AA
 Economics, AA-T
 Elementary Education, AA
 Elementary Teacher Education, AA-T
 Ethnic Studies, AA
 Gender, Sexuality, and Women's Studies, AA
 Kinesiology - Fitness and Active Lifestyle, AS
 Kinesiology - Fitness and Active Lifestyle, CA
 Kinesiology - Health Promotion, AS
 Kinesiology - Health Promotion, CA
 Kinesiology - Sport Studies, AS
 Kinesiology - Sport Studies, CA
 Kinesiology, AA-T
 Liberal Arts: Mathematics and Sciences, AA
 Liberal Arts: Multi-Cultural Studies, AA
 Liberal Arts: Social and Behavioral Sciences, AA
 Mathematics, AS-T
 Nutrition and Dietetics, AS-T
 Psychology, AA-T
 Social Justice Studies: Chicano, AA-T
 Social Justice Studies: Ethnic, AA-T
 Social Justice Studies: Gender, AA-T
 Social Justice Studies: General, AA-T
 Social Work and Human Services, AA-T
 Sociology, AA
 Sociology, AA-T
 Spanish, AA-T
 Water Treatment, AS
 Water Treatment, Certificate of Achievement

REVISED PROGRAMS, DEGREES, AND CERTIFICATES (Cont'd)

Noncredit

ESL Beginning Multilevel, Certificate of Competency

ESL Intermediate Multilevel, Certificate of Competency

Medical Billing, Certificate of Completion

NEW COURSES

Credit

Counseling 152, Philosophy of Helping

Noncredit

Vocational: Medical 090, Introduction to Medical Coding
Workforce Preparation 009, Beginning Computers

REVISED COURSES**Credit**

Accounting 035, Quickbooks
 Apprenticeship Operating Engineers 047, Operating Engineers Hazmat 40
 Apprenticeship Operating Engineers 048, Disaster Site Worker
 Apprenticeship Operating Engineers 061, Concrete Transportation Construction Inspector
 Apprenticeship Operating Engineers 062, Asphalt Inspection
 Apprenticeship Operating Engineers 063A, ACI Laboratory Testing Technician I
 Apprenticeship Operating Engineers 064A, ACI Laboratory Testing Technician II
 Apprenticeship Operating Engineers 071A, Reinforced Concrete
 Apprenticeship Operating Engineers 072A, Prestressed Concrete
 Apprenticeship Operating Engineers 073A, Structural Steel/Welding
 Apprenticeship Operating Engineers 074A, Structural Masonry
 Apprenticeship Operating Engineers 075A, Soils Inspection and Testing
 Apprenticeship Operating Engineers 076A, Structural Plan Reading for Inspectors
 Apprenticeship Operating Engineers 077A, ICC Soils Special Inspector
 Astronomy 102, Introduction to Stars and Galaxies
 Biology 190, Introduction to Biotechnology
 Biology 191, Biotech A: Basic Lab Skills
 Biology 211, Cellular and Molecular Biology
 Biology 221, Animal Diversity and Evolution
 Biology 231, Plant Diversity and Ecology
 Chemistry 100, Introduction to Chemistry
 Chemistry 200A, General Chemistry A
 Chemistry 200AH, Honors General Chemistry A
 Computer Science 120, Introduction to Programming
 Computer Science 131, Data Structures Concepts
 Criminal Justice 101, Introduction to Criminal Justice
 Economics 101, Principles/Micro
 Economics 102, Principles/Macro
 Geography 101L, Physical Geography Laboratory
 History 122, American History-Dynamics of Change
 Information Studies 100, Library Research Fundamentals
 Information Studies 103, Researching in the Digital Age
 Mathematics 105, Mathematics for Liberal Arts Students
 Mathematics 140, College Algebra
 Mathematics 171, Precalculus and Trigonometry
 Mathematics 199, Mathematics Independent Study
 Mathematics 203, Fundamental Concepts of Elementary Mathematics
 Mathematics 219, Statistics and Probability
 Mathematics 219H, Honors Statistics and Probability
 Mathematics 220, Statistics and Probability with Integrated Review
 Mathematics N40, Intermediate Algebra Support Course
 Physical Science 100, Survey of Chemistry and Physics
 Physics 250A, Physics for Scientists and Engineers I
 Physics 250B, Physics for Scientists and Engineers II
 Physics 250C, Physics for Scientists and Engineers III
 Sociology 125, Introduction to Statistics in Sociology

REVISED COURSES (Cont'd)**Credit**

Sociology 125H, Honors Introduction to Statistics in Sociology
 Spanish 201, Intermediate Spanish I
 Spanish 202, Intermediate Spanish II
 Spanish 213, College Spanish Composition
 Water Utility Science 074, Water Quality Laboratory Analysis

Noncredit

Adult Basic Education 023, Adult Basic Education Reading
 Adult Basic Education 024, Adult Basic Education Writing
 Adult Basic Education 025, Adult Basic Education Mathematics
 Adult Basic Education 026, Adult Basic Education Spelling
 English as a Second Language 010, ESL Writing
 English as a Second Language 120, ESL Civics
 English as a Second Language 250, Seminar for Beginning ESL Students
 English as a Second Language 260, Seminar for Intermediate ESL Students
 English as a Second Language 300, Literacy
 English as a Second Language 301, Beginning Low
 English as a Second Language 440, Beginning Multilevel
 English as a Second Language 500, Intermediate Multilevel
 English as a Second Language 510, English for Work 1
 English as a Second Language 520, English for Work 2
 English as a Second Language 530, American English Pronunciation
 English as a Second Language 570, Conversation 1
 English as a Second Language 580, Conversation 2
 English as a Second Language 601, Advanced Grammar and Writing
 English as a Second Language 606, Interactive Language Training
 High School Subjects 400, High School Equivalency Test Preparation
 High School Subjects: Arts 020, Literature Brought to Life
 High School Subjects: Arts 070, Short Stories
 High School Subjects: Arts 828, Understanding America Through Art
 High School Subjects: Arts 837, The Film As Art
 High School Subjects: English 020, Literature Brought to Life
 High School Subjects: English 030, AP English 1A
 High School Subjects: English 050, English Through Literature 11B
 High School Subjects: English 051, English Through Literature 12B
 High School Subjects: English 052, English Language Arts 1
 High School Subjects: English 053, English Language Arts 2,
 High School Subjects: English 063, English Through Literature 11A
 High School Subjects: English 064, English Through Literature 12A
 High School Subjects: English 066, English Fundamentals 2
 High School Subjects: English 067, English Fundamentals 3
 High School Subjects: English 068, English Fundamentals 4
 High School Subjects: English 070, The Short Story
 High School Subjects: English 072, Poetry
 High School Subjects: English 076, The Novel

REVISED COURSES (Cont'd)**Noncredit**

High School Subjects: English 083, Composition 1
 High School Subjects: English 084, Composition 2
 High School Subjects: English 085, Composition 3
 High School Subjects: English 086, College Preparatory Composition
 High School Subjects: English 098, Building Vocabulary 3
 High School Subjects: English 201, Survey of English Level 1
 High School Subjects: English 202, Survey of English Level 2
 High School Subjects: English 203, Survey of English Level 3
 High School Subjects: English 204, Survey of English Level 4
 High School Subjects: Mathematics 101, Introduction to Calculus 1A
 High School Subjects: Mathematics 102, Introduction to Calculus 1B
 High School Subjects: Mathematics 103, Math Study Skills Support 1A
 High School Subjects: Mathematics 104, Math Study Skills Support 1B
 High School Subjects: Mathematics 120, Integrated Math 1A
 High School Subjects: Mathematics 121, Integrated Math 1B
 High School Subjects: Mathematics 122, Integrated Math 2A
 High School Subjects: Mathematics 123, Integrated Math 2B
 High School Subjects: Mathematics 124, Integrated Math 3A
 High School Subjects: Mathematics 125, Integrated Math 3B
 High School Subjects: Mathematics 154, Pre-Algebra A
 High School Subjects: Mathematics 155, Pre- Algebra B
 High School Subjects: Mathematics 156, Essential Mathematics 1
 High School Subjects: Mathematics 157, Essential Mathematics 2
 High School Subjects: Mathematics 158, Math Fundamentals 1
 High School Subjects: Mathematics 159, Math Fundamentals 2
 High School Subjects: Mathematics 161, Introduction to Trigonometry 1A
 High School Subjects: Mathematics 163, Algebra 1A
 High School Subjects: Mathematics 164, Algebra 1B
 High School Subjects: Mathematics 165, Algebra 2A
 High School Subjects: Mathematics 166, Algebra 2B
 High School Subjects: Mathematics 167, Geometry A
 High School Subjects: Mathematics 168, Geometry B
 High School Subjects: Mathematics 180, Introduction to Trigonometry 1B
 High School Subjects: Other 505, Spanish 2A
 High School Subjects: Other 510, Spanish 2B
 High School Subjects: Reading 089, Reading Proficiency Development
 High School Subjects: Reading 090, Reading Improvement
 High School Subjects: Reading 093, Building Reading Skills 1
 High School Subjects: Reading 094, Building Reading Skills 2
 High School Subjects: Science 168, Life Science 1
 High School Subjects: Science 169, Life Science 2
 High School Subjects: Science 190, Physical Science 1
 High School Subjects: Science 191, Physical Science 2
 High School Subjects: Social Sciences 215, Introduction to Economics
 High School Subjects: Social Sciences 218, U.S. History 1: Colonization to Industrialization
 High School Subjects: Social Sciences 219, U.S. History 2: The Shaping of Modern America

REVISED COURSES (Cont'd)

Noncredit

High School Subjects: Social Sciences 222, Government 1: United States Federal Government and Politics

High School Subjects: Social Sciences 229, World History, Geography, and Culture 1

High School Subjects: Social Sciences 230, World History, Geography, and Culture 2

Math Continuing Education 100, Math Study Skills and Basic Skills Support

Vocational: Food 005: Food Handler Test Preparation

Vocational: Food 010: Food Service Manager Test Preparation

Vocational: Medical 091, Introduction to Medical Billing

Workforce Preparation 005, Safety on the Job

Workforce Preparation 100, Understanding Employees with Disabilities in the Workplace

HONORS COURSES

Credit

Chemistry 200AH, Honors General Chemistry A
Mathematics 219H, Honors Statistics and Probability
Sociology 125H, Honors Introduction to Statistics in Sociology

Noncredit

None

DISTANCE EDUCATION OFFERINGS**Credit**

Accounting 035, Quickbooks
 Computer Science 120, Introduction to Programming
 Astronomy 102, Introduction to Stars and Galaxies
 Apprenticeship Operating Engineers 073A, Structural Steel/Welding
 Apprenticeship Operating Engineers 074A, Structural Masonry
 Apprenticeship Operating Engineers 077A, ICC Soils Special Inspector
 Criminal Justice 101, Introduction to Criminal Justice
 Geography 101L, Physical Geography Laboratory
 Information Studies 100, Library Research Fundamentals
 Information Studies 103, Researching in the Digital Age
 Mathematics 105, Mathematics for Liberal Arts Students
 Mathematics 171, Precalculus and Trigonometry
 Mathematics 220, Statistics and Probability with Integrated Review
 Spanish 201, Intermediate Spanish I
 Spanish 202, Intermediate Spanish II

Noncredit

Adult Basic Education 024, Adult Basic Education Writing
 English as a Second Language 010, ESL Writing
 English as a Second Language 120, ESL Civics
 English as a Second Language 250, Seminar for Beginning ESL Students
 English as a Second Language 260, Seminar for Intermediate ESL Students
 English as a Second Language 300, Literacy
 English as a Second Language 301, Beginning Low
 English as a Second Language 440, Beginning Multilevel
 English as a Second Language 500, Intermediate Multilevel
 English as a Second Language 510, English for Work 1
 English as a Second Language 520, English for Work 2
 English as a Second Language 530, American English Pronunciation
 English as a Second Language 570, Conversation 1
 English as a Second Language 580, Conversation 2
 English as a Second Language 601, Advanced Grammar and Writing
 English as a Second Language 606, Interactive Language Training
 High School Subjects 400, High School Equivalency Test Preparation
 High School Subjects: Arts 020, Literature Brought to Life
 High School Subjects: Arts 070, Short Stories
 High School Subjects: Arts 828, Understanding America Through Art
 High School Subjects: Arts 837, The Film As Art
 High School Subjects: English 020, Literature Brought to Life
 High School Subjects: English 066, English Fundamentals 2
 High School Subjects: English 067, English Fundamentals 3
 High School Subjects: English 070, The Short Story
 High School Subjects: English 072, Poetry
 High School Subjects: English 076, The Novel
 High School Subjects: English 083, Composition 1

DISTANCE EDUCATION OFFERINGS**Noncredit**

High School Subjects: English 084, Composition 2
High School Subjects: English 086, College Preparatory Composition
High School Subjects: English 098, Building Vocabulary 3
High School Subjects: Mathematics 158, Math Fundamentals 1
High School Subjects: Mathematics 159, Math Fundamentals 2
High School Subjects: Mathematics 163, Algebra 1A
High School Subjects: Mathematics 164, Algebra 1B
High School Subjects: Science 168, Life Science 1
High School Subjects: Science 169, Life Science 2
High School Subjects: Science 190, Physical Science 1
High School Subjects: Science 191, Physical Science 2
High School Subjects: Social Sciences 215, Introduction to Economics
High School Subjects: Social Sciences 218, U.S. History 1: Colonization to Industrialization
High School Subjects: Social Sciences 219, U.S. History 2: The Shaping of Modern America
High School Subjects: Social Sciences 222, Government 1: United States Federal Government and Politics
High School Subjects: Social Sciences 229, World History, Geography, and Culture 1
High School Subjects: Social Sciences 230, World History, Geography, and Culture 2
Math Continuing Education 100, Math Study Skills and Basic Skills Support
Vocational: Food 005: Food Handler Test Preparation
Vocational: Food 010: Food Service Manager Test Preparation
Vocational: Medical 090, Introduction to Medical Coding
Vocational: Medical 091, Introduction to Medical Billing
Workforce Preparation 005, Safety on the Job
Workforce Preparation 100, Understanding Employees with Disabilities in the Workplace

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Santiago Canyon College - Business & Career Education)

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Amendment to the 2019-2020 Instructional Service Agreement with Santa Ana Beauty Academy to operate the Santiago Canyon College Cosmetology Program	
Action:	Request for Approval	

BACKGROUND

This request is to modify the 2019-2020 Instructional Service Agreement with Santa Ana Beauty Academy Agreement approved at the June 17, 2019, RSCCD Board meeting between Rancho Santiago Community College District - Santiago Canyon College and Santa Ana Beauty Academy. The program is performing well and students are completing hours at a higher rate than expected. To support student completion, we are increasing the contract funds. To see the original agreement from June 17, 2019 board docket, please [click here](#).

ANALYSIS

The Rancho Santiago Community College District-Santiago Canyon College will continue to receive apportionment for students enrolled in this program. This modification represents an adjustment in the *not-to-exceed* portion, adding \$50,000 to the contract period through June 30, 2020. Billing will be managed on a monthly basis.

RECOMMENDATION

It is recommended that the Board approve the amendment to the Instructional Service Agreement with Santa Ana Beauty Academy to operate the Santiago Canyon College Cosmetology Program.

Board Date: June 15, 2020	
Fiscal Impact:	A positive impact of revenue to the college is contingent upon student enrollments and hours completed. RSCCD-SCC shall pay the Santa Ana Beauty Academy an amount not-to-exceed \$250,000 for the contract period July 1, 2019 – June 30, 2020.
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President
Recommended by:	Marvin Martinez, Chancellor

THIS AMENDMENT to AGREEMENT is made this 15th day of June in the year 2020, 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

The Contractor and District do mutually agree as follows:

- 1. To amend AGREEMENT entered into on July 1, 2019 by increasing the *not-to-exceed* portion to \$250,000, adding \$50,000 to the contract period through June 30, 2020.**

Signature:

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Date

Name of Organization:

**Rancho Santiago Community College District
on behalf of Santiago Canyon College**

Address:

**8045 E. Chapman Ave.
Orange, CA 92869**

Signature:

Phuong-Dung (Tammy) Nguyen

Date

Name of Organization

Santa Ana Beauty Academy

Address:

**2231 N. Tustin Ave.
Santa Ana, CA 92705**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Santiago Canyon College - Business & Career Education)

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Instructional Service Agreement Renewal with Santa Ana Beauty Academy	
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 2020 – June 30, 2021. Billings will be managed on a monthly basis.

RECOMMENDATION

It is recommended that the Board approve the instructional service agreement renewal with Santa Ana Beauty Academy as presented.

Board Date: June 15, 2020	
Fiscal Impact:	Apportionment
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President
Recommended by:	Marvin Martinez, Chancellor

SANTA ANA BEAUTY ACADEMY
and
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

VOCATIONAL COSMETOLOGY EDUCATION AGREEMENT 2020-2021

This Agreement is made and entered into this 1st day of July, 2020, 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 eight 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, student's 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 2020/2021 calendar year starting on July 1, 2020 and expires on June 30, 2021. 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 June 30, 2021, 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 Education

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Agreement for Third Party Education Program with California Association of Code Enforcement Officers (CACEO)	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District on behalf of Santiago Canyon College has the only Code Enforcement Certificate in the State of California. CACEO desires to partner with SCC to provide quality, consistent education to code enforcement professionals in the region.

ANALYSIS

SCC is fully qualified to provide the services required in a professional manner. It is appropriate that we would be a Third-Party Education Program Provider (3PEPP) for CACEO.

RECOMMENDATION

It is recommended that the Board approve the agreement for third party education program with CACEO as presented.

Fiscal Impact: none	Board Date: June 15, 2020
Prepared by: Marilyn Flores, PhD., Vice President Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by: John Hernandez, PhD., President	
Recommended by: Marvin Martinez, Chancellor	

**AGREEMENT FOR
THIRD PARTY EDUCATION PROGRAM**

THIS AGREEMENT is made and entered into this June 16, 2020, between the California Association of Code Enforcement Officers (CACEO), a 501c (6) organization, and Rancho Santiago Community College District (RSCCD) on behalf of Santiago Canyon College (SCC or Program Provider), an accredited community college in California.

RECITALS

- A. The administrative regulations of CACEO allow an entity to apply and qualify for Third Party Education Program Provider (3PEPP) status.
- B. An application was received from SCC which was accepted as completed to form from a qualified applicant for consideration.
- C. CACEO desires to partner with SCC to provide quality, consistent education to code enforcement professionals in the region.
- D. SCC is fully qualified to provide the services required in a professional manner.

AGREEMENT

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

1. Program Provider Services

- 1.1 CACEO will review SCC developed and state approved curriculum to include the minimum standard for Module training to ensure consistent education throughout the state.
- 1.2 All faculty/instructors will be hired by RSCCD and must meet the minimum qualifications for California Community Colleges as established by the California Community Colleges Chancellor's Office. SCC shall have final hiring responsibility for instructors, however, SCC shall first consult with CACEO with regard to such hiring, and CACEO shall have the opportunity and right to provide such a recommendation and shall ensure such instructors meet the minimum standards for instructors adopted, and amended from time to time, by the CACEO Board. All courses shall be subject to review by and at the discretion of CACEO to ensure quality of instruction.
- 1.3 SCC Administration, in consultation with CACEO Education Committee Chair, shall develop the fall and spring semester schedules. Courses that are low enrolled will be cancelled.
- 1.4 Class sizes shall be limited to 35 students.
- 1.5 Program Provider may advertise and claim "Licensed CACEO Education Program Provider" for approved courses. Additionally, Program Provider is licensed to use the marks "California Association of Code Enforcement Officers" and "CACEO" during the term of this Agreement, and solely for purposes of performance of this Agreement, provided said use of the marks does not state, imply or infer that Program Provider and CACEO are

partners or joint ventures, or that Program Provider's programs are operated or presented by CACEO. No licensing privilege or component is transferable, assignable or able to be delegated.

- 1.6 As part of the course of study, students shall successfully pass an examination developed and implemented by SCC, which is consistent with the adopted curriculum and approved by CACEO. SCC will transcribe certificates of achievements for students who successfully complete course of study. Upon completion of a course, the SCC Faculty Expert shall provide to CACEO:
- CACEO Student Roster with the total number of instruction hours the student attended and the final exam score. This shall be a form provided by CACEO, which clearly states by completing the form the student authorizes the information to be shared with CACEO. No student shall be required to participate or share information with CACEO. At no time shall SCC be required to provide nor shall CACEO request any confidential student information;
 - Course schedule with assigned instructors;
 - Detailed description of course content; and
 - Instructors will be encouraged to have students complete a CACEO course evaluation to submit to CACEO.
- 1.7 Each student at their own discretion may submit their certificate to CACEO and pay the fee as published in the fee resolution to obtain credit toward certification requirements or continuing education units.
- 1.8 A testing venue shall be provided to CACEO at SCC as necessary for students to take the certification exam as proctored by a CACEO representative. This will not occur during hours of regular course instruction.
- 1.9 SCC faculty associated with the program are encouraged to participate in curriculum development with CACEO to contribute knowledge and experience relating to the presentation of the course in the classroom to continually improve the course content and instruction provided to participants in all Module courses approved by CACEO.
- 1.10 Online courses or other online programs offered by, on behalf of or through SCC are expressly excluded from this agreement. Such courses are not approved by CACEO and shall not be eligible or qualify for any CACEO benefits, including but not limited to, certification (CCEO status) or continuing education. SCC shall clearly and conspicuously identify to registrants and potential registrants that any online course(s) offered by SCC are not approved by CACEO or eligible for CACEO credit of any kind or towards certified code enforcement officer status.

2. CACEO

- 2.1 CACEO shall accept certificates for all class participants who pass the course, attend at least 90% of scheduled course hours, successfully pass exams administered by SCC, pass

- any required CACEO certification exam with a score of 70% or more and remit fees as established in the fee resolution.
- 2.2 SCC certificates shall be accepted by CACEO for the accrual of Continuing Education Units subject to the same fees established by the CACEO Board.
 - 2.3 CACEO shall include SCC courses in the organizational calendar and reasonably advertise the courses to membership.
 - 2.4 This Agreement is non-exclusive. If CACEO develops intention to enter into agreement with a college, CACEO must discuss the matter with SCC. Additional courses may be scheduled by CACEO, but reasonable effort shall be made to avoid conflict with courses scheduled by SCC. Any CACEO Mobility Academy (non-accredited courses) may be scheduled by CACEO, but reasonable efforts shall be made to avoid conflict with courses scheduled by SCC.
3. **Term of Agreement.** The term of this Agreement shall become effective as of the date of mutual execution by way of both parties' signature for the 2019-2020 and 2020-2021 school year at SCC, ending no later than June 30, 2021.

Parties to this agreement have the option to renew in one (1) year increments to a total of five (5) years unless sooner terminated as provided in Section 6 herein. Renewal is contingent upon approval by the CACEO Executive Board and payment of all required fees as determined by the current CACEO Fee Schedule.

4. **Compensation.** Within thirty (30) days of the agreement being executed or renewed, CACEO shall provide an invoice and Program Provider shall remit to CACEO the application and licensing fee as determined by the current CACEO Fee Schedule:

3PEPP Application Fee	\$500.00
Licensing Fee – 2019/20	500.00
Licensing Fee – 2020/21	<u>500.00</u>
	\$1,500.00

CACEO may amend the Licensing Fee for future years.

The Program Provider shall be solely responsible for compensation and expenses of instructors employed by the Program Provider.

5. **Cooperation.** Program Provider and CACEO agree to act in good faith to advance and promote the code enforcement profession.
6. **Indemnification and Hold Harmless.** Each party to this Agreement shall indemnify and save each other harmless from and against any and all liabilities, claims, and costs (including reasonable attorney's fees, penalties and fines) for injuries or damages arising from (a) any default by each

in the performance of its obligations under this Agreement, (b) the manner of each party's performance of this Agreement, or (c) any acts, omissions, or negligence of said party or its agents, employees, contractors or invitees. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended, at its expense, by counsel reasonably satisfactory to the other party. This hold harmless and indemnity shall survive termination of this Agreement.

7. **Insurance.** Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.
8. **Termination.** CACEO or Program Provider shall have the right to terminate this agreement at any time for any or no reason on not less than thirty (30) days prior written notice to program provider. Any fees previously paid shall be returned on a prorated scale based on the number of courses presented.

This Agreement may also be terminated for cause by either party, without notice, provided the terminating party provided the other party at least fifteen (15) days prior written notice of breach of a material term of this Agreement, and further provided the breach of a material term is not fully cured during said fifteen-day notice period.

Upon termination of this agreement for any reason, program provider shall immediately cease advertising or promoting courses as providing a certificate, certification or using any other language causing those enrolled to believe attendance will lead to Certified Code Enforcement Officer status as defined in the California Health & Safety Code.

9. **Notices.** Any notices, bills, invoices, reports, or other required documents shall be addressed as follows:

To CACEO:

Calif. Assoc. of Code Enforcement Officers
5620 Birdcage St., Ste. 200
Citrus Heights, CA 95610-7691

To program provider:
Santiago Canyon College
Attn: Sergio Verino
8045 E. Chapman Ave.
Orange, CA 92869

10. **Non-Discrimination and Equal Employment Opportunity.** In the performance of this agreement, Program Provider shall not discriminate against any employee, subcontractor, adjunct faculty, or student because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

11. **Entire Agreement.** This agreement consists of this document, and any other documents, attachments and/or exhibits referenced herein by such reference. This agreement may not be amended, nor any provisions or breach hereof waived, except in a writing signed by the parties which expressly refers to this agreement.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date written above.

Program Provider:	Calif. Assoc. of Code Enforcement Officers
By: _____	By: _____
Name Date	Name Date
_____	CACEO President
Title	

By: _____	By: _____
Name Date	Name Date
_____	CACEO 1st Vice President, Education Chair
Title	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College - Academic Affairs

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Agreement with Pacific Clinics' Recovery Education Institute (REI)	
Action:	Request for Approval	

BACKGROUND

Pacific Clinics' Recovery Education Institute (REI), in Orange County, is a training institute focused on higher education specifically geared toward individuals with mental illness lived experience and their family members. REI provides a wide array of educational training services that support REI-enrolled students to advance their education, as well as assist them to successfully transition to other educational settings.

ANALYSIS

The attached Agreement between RSCCD, on behalf of SCC, and REI outlines procedural guidelines and responsibilities for each institution. Santiago Canyon College will provide academic credit courses through contract education (non-apportionment) to Pacific Clinics' Recovery Education Institute students located at the REI facility, 401 South Tustin Avenue, Orange, California, 92866.

The Agreement covers the period of July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with Pacific Clinics' Recovery Education Institute (REI), located in Orange, California.

Fiscal Impact:	Revenue, not to exceed \$45,000.00	Board Date: June 15, 2020
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs	
Submitted by:	John Hernandez, Ph.D., President	
Recommended by:	Marvin Martinez, Chancellor	

**AGREEMENT FOR PROVISION OF
RECOVERY EDUCATION INSTITUTE SERVICES
BETWEEN SANTIAGO CANYON COLLEGE
AND PACIFIC CLINICS
2020-2021 Academic Year**

THIS AGREEMENT, entered into this 1st day of July, 2020 which date is enumerated for purposes of reference only, is by and between **Pacific Clinics**, hereinafter referred to as "PROVIDER," and **Rancho Santiago Community College District on behalf of Santiago Canyon College**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, PROVIDER has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer Recovery Education Institute Services to the residents of Orange County; and

WHEREAS, PROVIDER is desirous of contracting with CONTRACTOR, for the provision of Educational Courses for college credit described herein to the residents of Orange County; and

WHEREAS, CONTRACTOR is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

- A. This Agreement, together with Exhibits A, B, attached hereto and incorporated herein by reference, fully expresses all understanding of PROVIDER and CONTRACTOR with respect to the subject matter of this Agreement.
- B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of, the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in writing and formally approved by PROVIDER, CONTRACTOR.

2. COMPENSATION

- A. PROVIDER shall compensate CONTRACTOR, per semester, in arrears, actual costs of services provided as identified herein, according to the cost of each individual course up to a maximum obligation of \$50,000.00, as referenced in Exhibit B, and any additional costs incurred by the college to accommodate the instructional needs of students with Verified Special Needs/Disabilities (DSPS), for whom the college must provide accommodations as referenced in Exhibit A, up to a maximum obligation of \$10,000.00. Provider will determine when any portion of the unspent funds may be used for additional classes/units to be added under the same terms without further negotiation, as determined by Recovery Education Institute.

- B. CONTRACTOR shall receive no compensation for the services provided pursuant to this Agreement, except as set forth in Exhibit B to this Agreement.
- C. The obligation of PROVIDER under this Agreement, is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. PROVIDER shall give CONTRACTOR written notification of such termination as specified in the Termination Paragraph of this Agreement. Notice shall be deemed served on the date of mailing.
- D. PROVIDER and CONTRACTOR may mutually agree, in writing, to modify the Compensation Paragraph of this Agreement.

3. COMPLIANCE

- A. COMPLIANCE PROGRAM - COUNTY has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.
 - 1. PROVIDER has the option to adhere to COUNTY's Compliance Program or establish its own provided it has been approved and accepted by COUNTY's Compliance Officer.
 - 2. PROVIDER shall ensure that CONTRACTOR is made aware of the Compliance Program and Code of Conduct approved by COUNTY's and relevant policies and procedures relating to the Compliance Program, which is located at the following website:
<http://www1.ochca.com/ochealthinfo.com/training/compliance/>.
 - 3. PROVIDER shall make Compliance Training, approved by COUNTY, available to CONTRACTOR. Such training shall be made available to SUBCONTRATOR within thirty (30) calendar days of employment or engagement, and annually thereafter.
 - 4. Upon approval of PROVIDER's Compliance Program by COUNTY's Compliance Officer, CONTRACTOR shall ensure that its employees, Contractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Compliance Program and related policies and procedures.
- B. CONTRACTOR's personnel shall hold and maintain during the performance of this Agreement any and all applicable licenses, permits, and/or certificates necessary for performance of the services under this Agreement, and shall comply with all applicable federal, state, and local laws, statutes, regulations, rules, and ordinances, as well as with all CONTRACTOR'S policies, rules, and procedures in the performance of the services under this Agreement. Per Education Code Sections 87013 and 88024, all permanent employees of CONTRACTOR shall be fingerprinted within ten working days of employment. In addition, all CONTRACTOR'S part- time instructors shall also be fingerprinted within ten working days of employment.

4. CONFIDENTIALITY

- A. CONTRACTOR shall agree to maintain the confidentiality of all records, including billings and audio and/or video recordings, in accordance with all applicable federal, state and COUNTY codes and regulations, as they now exist or may hereafter be amended or changed.
 - 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients, and family members of clients, of the COUNTY Mental Health services system, and therefore it may be necessary for authorized staff of COUNTY and/or PROVIDER to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.

2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such consents shall be obtained by CONTRACTOR in accordance with California Civil Code, Division 1, Part 2.6 relating to confidentiality of medical information.
 3. In the event of a collaborative service agreement between Mental Health services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.
- B. CONTRACTOR agrees to implement administrative, physical and technical safeguards, that reasonably and appropriately protect the confidentiality integrity, and availability of all confidential information that it creates, receives maintains or transmits. CONTRACTOR shall provide PROVIDER with information concerning such safeguards.
 - C. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR, in violation of the applicable state and federal regulations regarding confidentiality. CONTRACTOR shall report to PROVIDER any issues regarding confidentiality.

5. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-Contractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, sub-Contractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, Contractors and consultants for the period prescribed by the law.

6. CONFLICT OF INTEREST

- A. The parties hereto acknowledge that CONTRACTOR may be affiliated with one or more organizations or professional practices located in Orange County. CONTRACTOR warrants that he/she shall not violate any applicable law, rule or regulation of any governmental entity relating to conflict of interest. Except as specified in the Services Paragraph of this Agreement, CONTRACTOR shall not knowingly undertake any act which unjustifiably results in any relative benefit to any organization or professional practice with which he/she is affiliated as a direct or indirect result, whether economic or otherwise in nature, of the performance of duties and obligations required by this Agreement, when compared to the result such act has on any other organization or professional practice.
- B. CONTRACTOR, while providing services under this Agreement, shall not refer consumers or accept consumer referrals to his or her private practice or for any professional clinical services.

7. DELEGATION AND ASSIGNMENT

CONTRACTOR may not delegate the obligations or assign the rights hereunder, either in whole or in part without prior written consent of PROVIDER and ADMINISTRATOR. This Agreement shall not terminate or alter the responsibilities of PROVIDER to COUNTY to assure that all activities and provisions described in COUNTY's Agreement with PROVIDER shall be carried out.

8. INDEMNIFICATION

- A. 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.
- B. In the event CONTRACTOR provides services at the PROVIDER's facility, CONTRACTOR shall ensure its compliance with all safety and health requirements for its employees in accordance with federal, state and COUNTY safety and health regulations.

9. INSPECTIONS AND AUDITS

- A. PROVIDER, COUNTY, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial, medical and client records of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.
- B. CONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.
- C. AUDIT RESPONSE
 - 1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, PROVIDER may terminate this Agreement as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to PROVIDER and COUNTY in writing within thirty (30) calendar days after receiving notice from PROVIDER and/or COUNTY.
 - 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to PROVIDER, or payment of sums due from PROVIDER to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to PROVIDER, and such reimbursement is not received within said sixty (60) calendar days, PROVIDER may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due PROVIDER.
- D. CONTRACTOR shall forward to PROVIDER and COUNTY a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of CONTRACTOR's operations,

whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

10. LICENSES AND LAW

- A. CONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. CONTRACTOR shall notify PROVIDER immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.
- B. CONTRACTOR -shall comply with all laws, rules or regulations applicable to the services provided herein, as any may now exist or be hereafter amended or changed.

11. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

- C. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by PROVIDER and COUNTY before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the internet.
- D. Any advertisement through radio, television broadcast or the internet for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by PROVIDER and ADMINSTRATOR.
- E. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other public available social media sites-) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to PROVIDER and COUNTY upon reasonable notice. CONTRACTOR shall inform PROVIDER and COUNTY of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use P&P as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by PROVIDER and COUNTY.
- F. Any information as described in the Literature, Advertisement, and Social Media Paragraph of this Agreement shall not imply endorsement by PROVIDER or COUNTY, unless PROVIDER and COUNTY consent thereto in writing.

12. NOTICES

Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

- A. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of the Agreement or as otherwise directed by COUNTY and/or PROVIDER;
- B. When faxed, transmission confirmed;
- C. When sent by Email; -or

- D. When accepted by United States Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

13. PAYMENTS

- A. PROVIDER shall pay CONTRACTOR for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed CONTRACTOR'S Maximum Obligation as referenced in the Compensation Paragraph of this Agreement; and provided further, CONTRACTOR'S costs are reimbursable pursuant to COUNTY, state, and federal Regulations. PROVIDER may, at its discretion, pay supplemental invoices for any month that has not been fully paid.
- B. CONTRACTOR'S invoices shall be on a form approved or supplied by PROVIDER and provide such information as is required by PROVIDER. Payments are interim payments only, and subject to final settlement in accordance with the Expenditure Report Paragraph of this Agreement. Invoices are due at the end of each semester/term as noted in Exhibit B. Invoices received after the due may not be paid within the same month. Payments to CONTRACTOR should be released by PROVIDER no later than twenty-one (21) calendar days after receipt of the correctly completed invoice form.
- C. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or specifically agreed upon in a subsequent Agreement.

PROVIDER and CONTRACTOR may mutually agree, in writing, to modify the Payments Paragraph of this Agreement.

14. RECORDS MANAGEMENT AND MAINTENANCE

- A. SUBCONTRACTOR, shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, which include, but are not limited to:
 - 1. California Code of Regulation Title 22, §§7075 1(c), 7155 1(c), 73543(a), 7473 1(a), 75055(a), 75343(a), and 77143(a).
 - 2. State of California, Health and Safety Code§123145.
- B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of Protected Health Information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.
- C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain patient records and must establish and implement written record management procedures.
- D. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.
- E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.
- F. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR

shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

- G. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.
- H. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.
- I. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the COUNTY.
- J. If CONTRACTOR is unable to meet the record location criteria above, PROVIDER and COUNTY may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.
- K. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the COUNTY.
- L. CONTRACTOR shall notify PROVIDER of any Public Record Act (PRA) requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide PROVIDER and COUNTY all information that is requested by the PRA request.

15. REPORTS

- A. CONTRACTOR shall be required to submit to PROVIDER fiscal and/or programmatic reports, as requested by PROVIDER. Fiscal and/or programmatic reports required include invoice, income statement, labor distribution, benefits allocation, and other documents as agreed upon by CONTRACTOR and PROVIDER and shall be submitted by the 15th of each following month.
- B. Additional Reports: Upon PROVIDER's request, CONTRACTOR shall make such additional reports available, as required by PROVIDER concerning CONTRACTOR's activities as they affect the services hereunder. PROVIDER shall be specific to the information requested and allow thirty (30) calendar days for CONTRACTOR to respond.
- C. CONTRACTOR and PROVIDER may mutually agree, in writing to modify the Reports Paragraph of this Agreement.

16. SERVICES TO BE PROVIDED

CONTRACTOR shall provide Educational Advancement Related Courses services to PROVIDER for the duration of the Agreement in a thorough and timely manner in accordance with Exhibit A and Exhibit B of this Agreement.

17. SPECIAL PROVISIONS

- A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
 - 1. Making cash payments to intended recipients of services through this Agreement.
 - 2. Lobbying any governmental agency or official or making political contributions.
CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, U.S.C., §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
 - 3. Supplanting current funding for existing services.

4. Fundraising.
 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.
 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.
 7. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, Contractors, and members of the Board of Directors or its designee or authorized agent or making salary advances or giving bonuses to CONTRACTOR's staff.
 8. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management (OPM). The OPM Executive Salary Schedule may be found at www.opm.gov.
- B. Unless otherwise specified in advance and in writing by PROVIDER and COUNTY, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:
1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
 2. Providing inpatient hospital services or purchasing major medical equipment.
 3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for PROVIDER's clients.
 5. Funding travel or training (excluding mileage or parking).
 6. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.
 7. Payment for grant writing, consultants, certified public accounting, or legal services.
 8. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

18. STATUS OF SUBCONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, PROVIDER, and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

19. TAX LIABILITY

CONTRACTOR shall report all income and pay all applicable federal, state and local income taxes or similar levies as a result of any monies paid CONTRACTORs pursuant to this Agreement. CONTRACTOR shall indemnify, defend and hold PROVIDER and COUNTY harmless from all liability, claims, losses, demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in the event that any taxing authority or other agency attempts to obtain from

PROVIDER or COUNTY any such monies , penalties, and/or interests imposed resulting from any failure of CONTRACTOR s to comply with the provisions of this paragraph.

20. TERM

The term of this Agreement shall commence on July 1, 2020 or the execution date and terminate no later than June 30, 2021; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

21. TERMINATION

- A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.
- B. Unless otherwise specified in this Agreement, PROVIDER may terminate this Agreement upon five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At PROVIDER's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.
- C. PROVIDER may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:
 - 1. The loss by CONTRACTOR of legal capacity.
 - 2. Cessation of services.
 - 3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
 - 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
 - 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
 - 6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
 - 7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.
- D. CONTINGENT FUNDING
 - 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and COUNTY funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
 - 2. In the event such funding is subsequently reduced or terminated, PROVIDER may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR. If PROVIDER elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.
- E. In the event this Agreement is terminated by either party, after receiving a Notice of Termination CONTRACTOR shall do the following:
 - 1. Comply with termination instructions provided by PROVIDER in a manner which is consistent with recognized standards of quality care and prudent business practice.
 - 2. Obtain immediate clarification from PROVIDER of any unsettled issues of contract performance during the remaining contract term.

3. Until the date of termination, continue to provide the same level of service required by this Agreement.
 4. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of PROVIDER.
- F. The rights and remedies of PROVIDER provided in this Termination Paragraph of this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

22. WAIVER OF DEFAULT OR BREACH

Waiver by PROVIDER of any default or breach by CONTRACTOR shall not be considered waiver of any subsequent default or breach. Waiver by PROVIDER of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of the Agreement.

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

Signature & Date

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

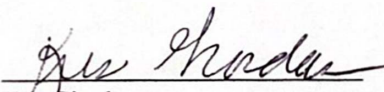
Name Organization:

Rancho Santiago Community College District on behalf of Santiago Canyon College

Address:

2323 North Broadway Santa Ana, CA 92706

Signature & Date



Kris Giordano
Executive Vice President

Name of Organization: Pacific Clinics

Address:

800 South Santa Anita Avenue Arcadia, CA 91006
(626) 254-5000

Exhibit A

To the Agreement for Provision of

Educational Advancement College Credit Courses Services

Between

Pacific Clinics

And

Rancho Santiago Community College District on behalf of Santiago Canyon College

2020-2021 Academic Year

CONTRACTOR shall provide the following services in accordance with the terms and conditions pursuant to the Agreement between PACIFIC CLINICS and Santiago Canyon College:

TYPES OF SERVICES: Educational Advancement College Credit Courses

CONTRACTOR will ensure its employees of the Recovery Education Institute (REI) Program Agreement provide the following services in accordance with the terms and conditions pursuant to the Agreement between the COUNTY and PROVIDER:

Santiago Canyon College will:

- 1) Provide the mutually agreed upon college credit course(s) for the Fall, Spring, and Summer academic semesters beginning on July 1, 2020.
- 2) Provide college Faculty who meet state minimum qualifications to teach the agreed upon course(s) at the REI Campus. Classes may be conducted in a traditional classroom setting format (face-to-face instruction) or via an online format (distance education instruction).
- 3) Provide College credit courses to up to (30) REI students, per credit course, per semester. Students must be residents of Orange County.
- 4) Initiate a facilitated enrollment process for REI students that does not require Matriculation fees or any other student fees (optional health, student ID fees may be considered), exclusive of textbooks and classroom material fees.

Pacific Clinics will:

- 1) Pay Santiago Canyon College a flat fee per course as follows:
 - a. \$2,000.00 for courses with 18 hours of instruction;
 - b. \$3,500.00 for courses with 36 hours of instruction;
 - c. \$5,000.00 for courses with 54 hours of instruction;
 - d. \$6,500.00 for courses with 72 hours of instruction; and
 - e. \$8,000.00 for courses with 90 hours of instruction, during any instructional term for the 2020-2021 Academic Year.
- 2) Adhere to Santiago Canyon College's Academic schedules.

- 3) REI to cover any additional costs incurred by the college to accommodate the instructional needs of students with Verified Special Needs/Disabilities (DSPS), for whom the college must provide accommodations, up to a maximum obligation of \$10,000, to be amended if additional accommodations are required for Santiago Community College to comply with ADA Section 4 legal requirements. Provider will determine when any portion of the unspent funds may be used for additional classes/units to be added under the same terms without further negotiation, as determined by REI.
- 4) Coordinate collaborative meetings on a regular basis (or as needed) with Santiago Canyon College's Designee to ensure continued quality and seamless educational services provided to REI and Santiago Canyon College students.

Additional contract details:

There will be a registration/enrollment/assessment for course placement process for REI students jointly coordinated by Pacific Clinics and Santiago Canyon College designated staff.

EXHIBIT B

2020-2021 Academic Year

I. BUDGET

Santiago Canyon College

Cost per course:

- a. **\$2,000.00** for courses with **18** hours of instruction;
- b. **\$3,500.00** for courses with **36** hours of instruction;
- c. **\$5,000.00** for courses with **54** hours of instruction;
- d. **\$6,500.00** for courses with **72** hours of instruction; and
- e. **\$8,000.00** for courses with **90** hours of instruction

Number of Students: Up to 30

Number of units per course: 1-5

Total: Not to exceed \$50,000

II. COURSE DESCRIPTIONS

2020-21-TBD from Santiago Canyon College Course Catalog

The courses offered by Santiago Canyon College are mutually identified and selected and may be applicable toward a college degree or certificate, depending on the course.

III. JOB DESCRIPTIONS

Link on Santiago Canyon College site for job descriptions located at:
<http://www.rscdd.edu/Employment/Pages/Employment.aspx>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Education

To: Board of Trustees	Date: June 15, 2020
Re: Approval of Amended Apprenticeship Cost Agreements	
Action: Request for Approval	

BACKGROUND

This is a request to modify the Cost Agreements originally approved at the January 13, 2020 RSCCD Board meeting between the Santiago Canyon College and seven Joint Apprenticeship Training Centers (JATC) listed below for contracts beginning July 1, 2019 through June 30, 2020.

1. California/Nevada Training Trust, Agreement
2. JTS Services, Agreement
3. Metropolitan Water District of Southern California, Agreement
4. Operating Engineers Training Trust, Agreement
5. Orange County Electrical Training Trust, Agreement
6. Southern California Surveyors, Agreement
7. Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee, Agreement

ANALYSIS

This modification represents an adjustment in the apprenticeship budget amount received by Santiago Canyon College and a change in the amount not-to-exceed, based on the percentage of funding payable to Santiago Canyon College from the State Chancellor's Office for the seven programs below.

	Original Fiscal Impact to RSCCD-SCC	Amended Fiscal Impact to RSCCD-SCC	Original Not-to-Exceed	Amended Not-to-Exceed
Master Cost Agreements Board Approved May 28, 2019				
California/Nevada Training Trust	\$53,714	\$64,366	\$365,252	\$429,108
JTS Services	\$2,035	\$1,994	\$7,325	\$7,180
Metropolitan Water District of Southern California	\$10,173	\$12,491	\$36,623	\$44,968
Operating Engineers Training Trust JATC	\$69,583	\$76,270	\$473,167	\$508,464
Orange County Electrical Training Trust	\$67,142	\$74,128	\$456,565	\$494,188
Southern California Surveyors	\$21,974	\$27,649	\$149,421	\$184,323
Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship Training Committee	\$268,568	\$378,703	\$1,826,260	\$2,524,685
	\$493,188	\$635,601	\$3,314,614	\$4,192,916

RECOMMENDATION

It is recommended that the Board approve the Amended Apprenticeship Cost Agreements as indicated in the chart above for 2019-2020.

Fiscal Impact: Approximately, \$635,601 to RSCCD-SCC Board Date: June 15, 2020 RSCCD-SCC shall pay the above listed Apprenticeship Training Trusts an amount equal to the Amended Not-To-Exceed Total of \$4,192,916.
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education
Submitted by: John C. Hernandez, Ph.D., President
Recommended by: Marvin Martinez, Chancellor

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Education

To: Board of Trustees	Date: June 15, 2020
Re: Approval of California/Nevada Training Trust Master Cost Agreement	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with California/Nevada Training Trust Joint Apprenticeship and Training Committee. The California/Nevada Training Trust is a formal training program for students. The purpose for these programs is to provide entry to journey level skills training to the California/Nevada Training Trust Joint Apprenticeship and Training Committee workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Power Lineman.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.45 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula. This agreement covers the period of July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended that the Board approve the California/Nevada Training Trust Master Cost Agreement as presented.

Fiscal Impact: Approximately \$85,822 to RSCCD-SCC	Board Date: June 15, 2020
The RSCCD-SCC shall pay California/Nevada Training Trust an amount equal to eighty percent (80%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$411,944.	
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President
Recommended by: Marvin Martinez, Chancellor	

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA/NEVADA TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2020, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the CALIFORNIA/NEVADA TRAINING TRUST, hereinafter referred to as CAL/NEVA:

WITNESSETH:

It is the intent of RSCCD and CAL/NEVA to enter into an agreement whereby RSCCD will reimburse CAL/NEVA for all instructional materials and curriculum development used by and for RSCCD indentured power linemen apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice power lineman in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, CAL/NEVA is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and CAL/NEVA desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice power linemen duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and CAL/NEVA's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the CAL/NEVA under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by CAL/NEVA.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF CAL/NEVA

A. Instruction and Curriculum

1. CAL/NEVA shall provide instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
2. CAL/NEVA shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. CAL/NEVA shall provide clerical support to maintain training records.
4. CAL/NEVA instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
5. CAL/NEVA shall provide funds for and administer one (1) instructor workshop annually.
6. CAL/NEVA shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities, Equipment and Supplies

1. CAL/NEVA shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, CAL/NEVA will be responsible for the maintenance of these facilities.

2. CAL/NEVA shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. CAL/NEVA shall provide instructional supplies and materials.

ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2020) and will continue until the end of the fiscal year (June 30, 2021), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by CAL/NEVA and performing services for their training committee shall be solely employees of CAL/NEVA. CAL/NEVA will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay CAL/NEVA an amount equal to eighty-five percent (80%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the California/Nevada Training Trust, 9846 Limonite Ave., Riverside, CA 92509, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
Business & Career Education Office
8045 E. Chapman Avenue
Orange, CA 92869

With a Copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations/Fiscal Services
c/o Contracts Specialist

To CAL/NEVA: California/Nevada Training Trust
9846 Limonite Ave.
Riverside, CA 92509
ATTN: Director

5. 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.

6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.

8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - a. Emergency conditions resulting from acts of God.
 - b. Non-performance of the terms of this Agreement.

9. RSCCD agrees to provide CAL/NEVA with records indicating attendance, income and expenditure data.

10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

CALIFORNIA/NEVADA TRAINING TRUST

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Armando Mendez
Director

Date: _____

Approved by Governing Board,

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College – Business & Career Education

To: Board of Trustees	Date: June 15, 2020
Re: Approval of JTS Services Master Cost Agreement	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going with JTS Services. Cosmetology is one of the apprenticeship programs the college offers relationship students in preparation for the California Department of Consumer Affairs, Board of Barbering and Cosmetology license. At the conclusion of the apprenticeship program, students receive a Certificate of Achievement in Cosmetology making them eligible for state licensure.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.45 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplemental Instruction (RSI) formula. This agreement covers the period of July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended that the Board approve the JTS Services Master Cost Agreement as presented.

Fiscal Impact: Approximately \$1,994 to RSCCD-SCC	Board Date: June 15, 2020
The RSCCD-SCC shall pay JTS Services an amount equal to seventy-five percent (75%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$7,180.	
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Marvin Martinez, Chancellor	

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
JTS SERVICES TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2020, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the JTS SERVICES, hereinafter referred to as JTS:

WITNESSETH:

It is the intent of RSCCD and JTS to enter into an agreement whereby RSCCD will reimburse JTS for all instructional materials and curriculum development used by and for RSCCD indentured cosmetology apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the cosmetology apprentice in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, JTS has established a "unilateral apprenticeship training committee" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and JTS desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for cosmetology apprentices duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and JTS's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the JTS under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished JTS
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF JTS

A. Instruction and Curriculum

1. JTS shall provide instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
2. JTS shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. JTS shall provide clerical support to maintain training records.
4. JTS instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
5. JTS shall provide funds for and administer one (1) instructor workshop annually.
6. JTS shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities, Equipment and Supplies

1. JTS shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, JTS will be responsible for the maintenance of these facilities.

2. JTS shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. JTS shall provide instructional supplies and materials.

ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2020) and will continue until the end of the fiscal year (June 30, 2021), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by JTS and performing services for their training committee shall be solely employees of JTS. JTS will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay JTS an amount equal to seventy-five percent (75%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the JTS Services, 1905 E. 17th St., #316, Santa Ana, CA, 92705, within sixty (60) days of receipt of final positive attendance hours and grades each semester.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
Business & Career Education Office
8045 E. Chapman Avenue
Orange, CA 92869

With a Copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations/Fiscal Services
c/o Contracts Specialist

To JTS: JTS Services
1905 E. 17th St., #316
Santa Ana, CA 92705
ATTN: John Sanders

5. 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.

6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - a. Emergency conditions resulting from acts of God.
 - b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide JTS with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

JTS SERVICES

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

John Sanders
Chair, Cosmetology Apprenticeship

Date: _____

Approved by Governing Board:

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Education

To: Board of Trustees	Date: June 15, 2020
Re: Approval of The Metropolitan Water District of Southern California Master Cost Agreement	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with the Metropolitan Water District (MWD) Joint Apprenticeship & Training Committee (JATC). Metropolitan's Apprenticeship Mechanical and Electrical Operations Technician Programs are formal structured training programs developed by MWD in collaboration with Santiago Canyon College. The purpose for these programs is to provide entry to journey level skills training to Metropolitan's workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Maintenance Mechanic & Electrician.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.45 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula. This agreement covers the period of July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended that the Board approve the Metropolitan Water District of Southern California Master Cost Agreement as presented.

Fiscal Impact: Approximately \$12,491 to RSCCD-SCC.	Board Date: June 15, 2020
The RSCCD-SCC shall pay the Metropolitan Water District an amount equal to seventy-five percent (75%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$44,968.	
Prepared by: Marilyn Flores, Ph.D., Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by: John Hernandez, Ph.D., President	
Recommended by: Marvin Martinez, Ph.D., Chancellor	

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

This Agreement made and entered into this 1st day of July, 2020, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT hereinafter referred to as RSCCD, and METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, hereinafter referred to as MWD:

WITNESSETH:

It is the intent of RSCCD and MWD to enter into an agreement whereby RSCCD will reimburse MWD for instructional materials and curriculum development used by and for RSCCD indentured maintenance mechanic apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice maintenance mechanic in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, MWD has established a “joint apprenticeship training committee” (JATC) and “local apprenticeship program sponsor” within the meaning of California Education Code Section 8150 et seq and California Labor Code Section 3074, and

Whereas, RSCCD and MWD desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice maintenance mechanics duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and MWD's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the MWD under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the activities of the instructional staff furnished by MWD.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.
5. RSCCD will be responsible to secure related instruction funding for this program.

ARTICLE III - RESPONSIBILITIES OF MWD

A. Instruction and Curriculum

1. MWD shall provide instructor manuals and other teaching aids necessary to instruct the classes.
2. MWD shall monitor the students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and the State of California.
3. MWD shall provide clerical support to maintain training records.
4. MWD instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
5. MWD shall provide funds for and administer one (1) instructor workshop annually.
6. MWD shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors. They will assist the instructors in the restoring of the shop areas to a neat and orderly condition and in the return of tools, equipment and surplus materials to the proper storage areas after classes.

B. Facilities, Equipment and Supplies

1. MWD shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, MWD will be responsible for the maintenance of these facilities.
2. MWD shall provide, install, and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. MWD shall provide instructional supplies and materials.

ARTICLE IV - GENERAL PROVISIONS

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2020) and will continue until the end of the fiscal year (June 30, 2021) unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by MWD and performing services for MWD shall be solely employees of MWD and not employees of RSCCD. MWD shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay MWD an amount equal to seventy-five percent (75%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Metropolitan Water District, 700 N. Alameda St., Los Angeles, CA 90012, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all responsibility for the submission and accuracy of positive hours of attendance to the State of California.
- D. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
Business & Career Education Office
8045 E. Chapman Avenue
Orange, CA 92869

With a Copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations/Fiscal Services
c/o Contracts Specialist

To MWDJATC: Metropolitan Water District
Apprenticeship Program
33752 Newport Road
Winchester, CA 92596
ATTN: Coordinator

- E. 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.
- F. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
- G. This Agreement and the rights and duties there under shall not be assigned in whole or in part without the written consent of both said parties.
- H. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - 1. Emergency conditions resulting from acts of God.
 - 2. Non-performance of the terms of this Agreement.
- I. RSCCD agrees to provide MWD with monthly accumulative reports indicating attendance, income and expenditure data.
- J. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA

Peter J. Hardash
Vice Chancellor,
Business Operations/Fiscal Services

James F. Green
Group Manager, Water System Operations

Date: _____

Approved by Governing Board

APPROVED AS TO FORM:

Date: _____

Marcia L. Scully, General Counsel

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Education

To: Board of Trustees	Date: June 15, 2020
Re: Approval of Operating Engineers Training Trust JATC Master Cost Agreement	
Action: Request Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with the Operating Engineers Training Trust Joint Apprenticeship and Training Committee (JATC). The Operating Engineers Training Trust JATC is a formal training program for the heavy-duty repairers, heavy equipment operators, and plant equipment/rock, sand and gravel and special inspector engineer students. The purpose for these programs is to provide entry to journey level skills training to the Operating Engineers Training Trust JATC workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Heavy-Duty Repairers, Heavy Equipment Operators, Plant Equipment/Rock, Sand and Gravel and Special Inspector Engineer.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.45 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula. This agreement covers the period of July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended that the Board approve the Operating Engineers Training Trust JATC Master Cost Agreement as presented.

Fiscal Impact: Approximately \$101,693 to RSCCD-SCC. Board Date: June 15, 2020	
The RSCCD-SCC shall pay Operating Engineers Training Trust Joint Apprenticeship and Training Committee an amount equal to eighty percent (80%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$488,125.	
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President
Recommended by:	Marvin Martinez, Ph.D., Chancellor

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
OPERATING ENGINEERS TRAINING TRUST JATC**

This Agreement, made and entered into this 1st day of July, 2020, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the OPERATING ENGINEERS TRAINING TRUST JATC, hereinafter referred to as OETTJATC:

WITNESSETH:

It is the intent of RSCCD and OETTJATC to enter into an agreement whereby RSCCD will reimburse OETTJATC for all instructional materials and curriculum development used by and for RSCCD indentured operating engineer apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice operating engineers in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, OETTJATC is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and OETTJATC desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will provide courses in related instruction for apprentice and journeymen operating engineers duly registered with RSCCD.
2. RSCCD shall arrange for utilizing the instructional staff employed by the OETTJATC under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by OETTJATC.
3. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF OETTJATC

A. Instruction and Curriculum

1. OETTJATC will conduct classes and related instruction for apprentice and journeymen operating engineers duly registered with RSCCD.
2. OETTJATC will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD curriculum and the OETTJATC training committee standards.
3. OETTJATC shall provide manuals, instructional supplies, and other teaching aids necessary to instruct classes.
4. OETTJATC shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
5. OETTJATC shall provide clerical support to maintain training records.
6. OETTJATC instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
7. OETTJATC shall provide funds for and administer one (1) instructor workshop annually.
8. OETTJATC shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities, Equipment and Supplies

1. OETTJATC shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, OETTJATC will be responsible for the maintenance of these facilities.
2. OETTJATC shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. OETTJATC shall provide instructional supplies and materials.

ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2020) and will continue until the end of the fiscal year (June 30, 2021), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OETTJATC and performing services for their training committee shall be solely employees of OETTJATC. OETTJATC will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OETTJATC an amount equal to eighty-five percent (80%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Operating Engineers JATC, 2190 S. Pellissier Place, Whittier, CA 90601, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
Business & Career Education Office
8045 E. Chapman Avenue
Orange, CA 92869

With a Copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations/Fiscal Services
c/o Contracts Specialist

To OETTJATC: Operating Engineers JATC
2190 S. Pellissier Place
Whittier, CA 90601
ATTN: Administrator

5. 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.

6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.

8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - a. Emergency conditions resulting from acts of God.

 - b. Non-performance of the terms of this Agreement.

9. RSCCD agrees to provide OETTJATC with records indicating attendance, income and expenditure data.

10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

OPERATING ENGINEERS JATC

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Larry Hopkins
Administrator

Date: _____

Approved by Governing Board:

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Education

To: Board of Trustees	Date: June 15, 2020
Re: Approval of the Orange County Electrical Training Trust Master Cost Agreement	
Action: Request for Approval	

BACKGROUND

The Rancho Santiago Community College Districts-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with Orange County Electrical Training Trust (OCETT), Joint Apprenticeship and Training Committee (JATC). The Orange County Electrical Training Trust is a formal training program for the electrical, transportation and telecommunication students. The purpose for these programs is to provide entry to journey level skills training to the Orange County Electrical Training Trust workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Electrical-Industrial, Intelligent Transportation, Sound Installer and Sound Technician.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.45 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula. This agreement covers the period of July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended that the Board approve the Orange County Electrical Training Trust Master Cost Agreement as presented.

Fiscal Impact: Approximately \$98,838 to RSCCD-SCC.		Board Date: June 15, 2020
The RSCCD-SCC shall pay Orange County Electrical Training Trust (OCETT) an amount equal to eighty percent (80%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$474,421.		
Prepared by:	Marilyn Flores, Ph.D., Vice-President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by:	John Hernandez, Ph.D., President	
Recommended by:	Marvin Martinez, Ph.D., Chancellor	

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
ORANGE COUNTY ELECTRICAL TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2020, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the ORANGE COUNTY ELECTRICAL TRAINING TRUST, hereinafter referred to as OCETT:

WITNESSETH:

It is the intent of RSCCD and OCETT to enter into an agreement whereby RSCCD will reimburse OCETT for instructional materials and curriculum development used by and for RSCCD indentured electrical apprentices and electrical trainees.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplement instruction for the apprentice electrician and electrical trainee in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, OCETT is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and OCETT desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice electricians and electrical trainees duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and OCETT's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by OCETT under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by OCETT.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF OCETT

A. Instruction and Curriculum

1. OCETT shall provide instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
2. OCETT shall monitor the students, maintain records of work experience and be responsible for student evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. OCETT shall provide clerical support to maintain training records.
4. OCETT instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses or college credit electrical trainee courses.
5. OCETT shall provide funds for and administer one (1) instructor workshop annually.
6. OCETT shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities, Equipment and Supplies

1. OCETT shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, OCETT will be responsible for the maintenance of these facilities.
2. OCETT shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. OCETT shall provide instructional supplies and materials.

ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2020) and will continue until the end of the fiscal year (June 30, 2021), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OCETT and performing services for their training committee shall be solely employees of OCETT. OCETT will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OCETT an amount equal to eighty-five percent (80%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Orange County Electrical Training Trust, 717 S. Lyon St., Santa Ana, CA 92705, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
Business & Career Education Office
8045 E. Chapman Avenue
Orange, CA 92869

With a Copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations/Fiscal Services
c/o Contracts Specialist

To OCETT: Orange County Electrical Training Trust
717 S. Lyon St.
Santa Ana, CA 92705
ATTN: Coordinator

5. 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.

6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - a. Emergency conditions resulting from acts of God.
 - b. Non-performance of the terms of this Agreement.

9. RSCCD agrees to provide OCETT with records indicating attendance, income and expenditure data.

10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

ORANGE COUNTY ELECTRICAL
TRAINING TRUST

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

David Lawhorn
Coordinator

Date: _____

Approved by Governing Board:

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Education

To: Board of Trustees	Date: June 15, 2020
Re: Approval of Southern California Surveyors Master Cost Agreement	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with the Southern California Surveyors Joint Apprenticeship Training Committee. The Southern California Surveyors (SCS) is a formal training program for students. The purpose for these programs is to provide entry to journey level skills training to the SCS workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Surveying Chainman and Chief of Party.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.45 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula. This agreement covers the period of July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended that the Board approve the Southern California Surveyors Master Cost Agreement as presented.

Fiscal Impact: Approximately \$36,865 to RSCCD-SCC.	Board Date: June 15, 2020
The RSCCD-SCC shall pay Southern California Surveyors Joint Apprenticeship Training Committee an amount equal to eighty percent (80%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$176,950.	
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President
Recommended by:	Marvin Martinez, Ph.D., Chancellor

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SOUTHERN CALIFORNIA SURVEYORS**

This Agreement made and entered into this 1st day of July, 2020, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the SOUTHERN CALIFORNIA SURVEYORS, hereinafter referred to as SCS:

WITNESSETH:

It is the intent of RSCCD and SCS to enter into an agreement whereby RSCCD will reimburse the SCS for instructional materials and curriculum development used by and for RSCCD indentured surveyor apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice surveyors in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, SCS is a "joint apprenticeship training committee" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and SCS desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice surveyors duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and SCS's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the SCS under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by SCS.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF FUND/SCS

A. Instruction, Supplies and Curriculum

1. SCS shall provide instructor, instructional supplies and materials, including but not limited to text and reference books and shall also provide the services of members of the SCS staff for the purpose of introducing the apprentices enrolled in the program to the functions of the SCS operations as they relate to the program. The cost of providing the specified instructional materials shall be included in the amount to be paid per clock hour of teaching time as set forth hereunder. No additional payments will be made by the RSCCD for instructional materials provided by the SCS.
2. SCS is responsible for the development of curriculum for instruction, and the administration and supervision of related and supplemental instruction for apprentices, coordination of instruction with job experiences, and in cooperation with the RSCCD, the selection and the training of teachers. SCS shall provide such coordinators as are required to implement and maintain the program as specified herein.
3. SCS shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and the State of California.
4. SCS shall provide clerical support to maintain training records.
5. SCS instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be instructors of record for RSCCD and will be certified as adjunct instructors for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.

6. SCS shall provide funds for and administer one (1) instructor workshop annually.
7. SCS shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities and Equipment

1. SCS shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, SCS will be responsible for the maintenance of these facilities.
2. SCS shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.

ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2020) and will continue until the end of the fiscal year (June 30, 2021), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by SCS and performing services for their training committee shall be solely employees of SCS. SCS will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay SCS an amount equal to eighty-five percent (80%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Southern California Surveyors Joint Apprenticeship Committee, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
Business & Career Education Office
8045 E. Chapman Avenue
Orange, CA 92869

With a Copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations/Fiscal Services
c/o Contracts Specialist

To SCS: Southern California Surveyors Joint Apprenticeship Committee
9480 Utica Ave., Suite 604
Rancho Cucamonga, CA 91730
ATTN: Administrator:

5. 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.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - a. Emergency conditions resulting from acts of God.
 - b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide SCS with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SOUTHERN CALIFORNIA SURVEYORS

Peter J. Hardash
Vice Chancellor,
Business Operations/Fiscal Affairs

Raymond Diaz
Administrator

Date: _____

Date: _____

Approved by Governing Board:

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Education

To: Board of Trustees	Date: June 15, 2020
Re: Approval of the Southwest Carpenters Training Fund and Southwest Carpenter and Affiliated Trades Joint Apprenticeship and Training Committee Master Cost Agreement	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long-standing, on-going relationship with Southwest Carpenters Training Fund (SCTF) and Southwest Carpenter and Affiliated Trades Joint Apprenticeship and Training Committee (JATC). Southwest Carpenters Training Fund and Southwest Carpenter and Affiliated Trades JATC are formal training programs for students. The purpose for these programs is to provide entry to journey level skills training to SCTF and Southwest Carpenter and Affiliated Trades JATC workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to receive Certificates of Achievement and Associate of Science Degrees in Carpentry.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$6.45 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula. This agreement covers the period of July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended that the Board approve the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement as presented.

Fiscal Impact: Approximately \$504,937 to RSCCD-SCC.	Board Date: June 15, 2020
The RSCCD-SCC shall pay Southwest Carpenters Training Fund and Southern California Carpentry JATC an amount equal to eighty percent (80%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$2,423,698.	
Prepared by:	Marilyn Flores, Ph.D., Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education
Submitted by:	John Hernandez, Ph.D., President
Recommended by:	Marvin Martinez, Ph.D., Chancellor

MASTER COST AGREEMENT

BETWEEN

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

AND

SOUTHWEST CARPENTERS TRAINING FUND

AND

**SOUTHWEST CARPENTER AND AFFILIATED TRADES JOINT
APPRENTICESHIP AND TRAINING COMMITTEE**

This Agreement, made and entered into this 1st day of July, 2020, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD and SOUTHWEST CARPENTERS TRAINING FUND hereinafter referred to as FUND and SOUTHWEST CARPENTER AND AFFILIATED TRADES JOINT APPRENTICESHIP AND TRAINING COMMITTEE hereinafter referred to as SCATJATC:

WITNESSETH:

It is the intent of RSCCD and FUND/SCATJATC to enter into an agreement whereby RSCCD will reimburse the FUND/SCATJATC for instructional materials and curriculum development used by and for RSCCD indentured carpenter apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice carpenter in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, FUND/SCATJATC is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code Section 3074, and

Whereas, RSCCD and FUND/SCATJATC desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice and journeyman carpenters duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and SCATJATC'S Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the FUND/SCATJATC under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by FUND/SCATJATC.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF FUND/SCATJATC

A. Instruction and Curriculum

1. FUND/SCATJATC shall provide instructor manuals and other teaching aids necessary to instruct the classes.
2. FUND/SCATJATC shall monitor the students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. FUND/SCATJATC shall provide clerical support to maintain training records.
4. FUND/SCATJATC instructors will meet the minimum qualifications for instruction as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct instructors for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college-credit apprenticeship courses.
5. FUND/SCATJATC shall provide funds for and administer one (1) instructor workshop annually.

B. Facilities, Equipment and Supplies

1. FUND/SCATJATC shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, SCATJATC will be responsible for the maintenance of these facilities.
2. FUND/SCATJATC shall provide, install, and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. FUND/SCATJATC shall provide instructional supplies and materials.
4. RSCCD utilizes the following real property, 7111 Firestone Blvd., Buena Park, CA 90621; 10015 Rose Hills Road, Whittier, CA 90601; 412 Dawson Drive, Camarillo, CA 93012; 2301 A Street, Santa Maria, CA 93455; 3250 E. Shelby St., Ontario, CA 91764; 8595 Miralani Drive, San Diego, CA 92126; 15885 Valley View Court, Sylmar, CA 91342 costs of which are included in this Master Cost Agreement.

ARTICLE IV - GENERAL PROVISIONS

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2020) and will continue until the end of the fiscal year (June 30, 2021), unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by FUND/SCATJATC and performing services for FUND/SCATJATC shall be solely employees of FUND/SCATJATC and not employees of RSCCD. FUND/SCATJATC shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay FUND/SCATJATC an amount equal to eighty-five percent (80%) of the amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, 533 S. Fremont Ave., Suite 401, Los Angeles, California 90071-1706, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all responsibility for the submission and accuracy of positive hours of attendance to the State of California.
- D. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
Business & Career Education Office
8045 E. Chapman Avenue
Orange, CA 92869

With a Copy to: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
Business Operations/Fiscal Services
c/o Contracts Specialist

To FUND: Southwest Carpenters Training Fund
3250 E. Shelby Street, Suite 210
Ontario, CA 91764

To SCATJATC: Southwest Carpenter and Affiliated Trades Joint Apprenticeship and
Training Committee
3250 E. Shelby Street, Suite 210
Ontario, CA 91764

- E. 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.
- F. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
- G. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
- H. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - 1. Emergency conditions resulting from acts of God.
 - 2. Non-performance of the terms of this Agreement.
- I. RSCCD agrees to provide SCATJATC with records indicating attendance, income and expenditure data.
- J. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SOUTHWEST CARPENTER AND AFFILIATED TRADES JOINT
APPRENTICESHIP AND TRAINING COMMITTEE

Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Affairs

Sean Hartfranft
Date: _____

Approved by Governing Board:

SOUTHWEST CARPENTERS TRAINING FUND

Date: _____

Louis Ontiveros
Date: _____

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

To: Board of Trustees	Date: June 15, 2020
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, 2020 and the Pacific Clinics is requesting to renew the agreement for an additional year. The agreement renewal is for the period of July 1, 2020 through June 30, 2021.

ANALYSIS

Attached is the One year renewal of the ISA (SCC Contract # SCC 20-0615B) 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 be scheduled take place at the Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866 but may be held through Temporary Remote Instruction if needed. 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 as presented.

Fiscal Impact: Apportionment	Board Date: June 15, 2020
Item Prepared by: Jose F. Vargas, Vice President, Continuing Education	
Item Submitted by: John C. Hernandez, Ph.D., President	
Item Recommended by: Marvin Martinez, Chancellor	

ONE (1) YEAR RENEWAL OF INSTRUCTIONAL SERVICES AGREEMENT
BETWEEN THE
PACIFIC CLINICS
AND THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is entered into this 1st day of July, 2020, 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, 2020 and terminating June 30, 2021, 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. Classes may be conducted in a traditional classroom setting format (face-to-face instruction) or via an online format (distance education instruction).
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	June 15, 2020
Re:	Approval of Memorandum of Understanding Renewal for Bridge Program with 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, 2020 through June 30, 2021. 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 or via a remote instruction modality if needed. 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 memorandum of understanding renewal for Bridge Program with Orange Unified School District as presented.

Fiscal Impact:	Apportionment	Board Date: June 15, 2020
Prepared by:	Jose Vargas, Vice President, Continuing Education	
Submitted by:	John C. Hernandez, Ph.D., President	
Recommended by:	Marvin Martinez, Chancellor	

**Memorandum of Understanding
Bridge Classes Program
2020-2021**

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, 2020 through June 30, 2021. 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. In the event that classes cannot meet in a physical classroom (face-to-face instruction), classes may be held via a remote instruction modality.
- C. 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.
- D. 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.
- E. Both parties will comply with any and all requirements of the Americans with Disabilities Act.
- F. 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.
- G. Upon one semester advance written notice by either of the parties hereto, this agreement may be terminated for any reason.
- H. 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 15, 2020
Re: Approval of Consulting Agreement Renewal 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, 2020 through June 30, 2021.

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 consulting agreement renewal with Orange Unified School District as presented.

Fiscal Impact: Apportionment	Board Date: June 15, 2020
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: Marvin Martinez, Chancellor	



CONSULTING AGREEMENT

THIS AGREEMENT is made effective on **July 1, 2020**, 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, 2020**, and will diligently, properly and in full compliance perform as required and complete the performance of services by **June 30, 2021**. 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@rscsd.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
2020-2021**

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 2020-2021 academic year, beginning on or after July 1, 2020 and ending by June 30, 2021 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 2020-2021 academic year, beginning on or after July 1, 2020 and ending by June 30, 2021, 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. Any classes offered during OUSD regular school day will abide by AB288 agreement.
- Collect apportionment for OUSD students who enroll in credit courses at SCC through the Dual Enrollment Program. The students who are concurrently enrolled are exempt from enrollment fees, health, and student fees. Special Admit OUSD students taking dual enrolled courses are responsible for purchasing textbooks and material fees. (Section 76001 - Education Code). If dual enrolled 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.

OTHER (TITLE IX, STUDENT CONDUCT AND DISCIPLINARY ACTION)

- Title IX of the Education Amendments of 1972 and certain other federal and state laws prohibit discrimination or harassment on the basis of gender or sex in education programs and activities operated by RSCCD. The protection against discrimination on the basis of gender includes sexual harassment, sexual misconduct, intimate partner violence, and stalking. Students should contact the District Administrator for Title IX if they have any questions about school policies or wish to file a report (www.rsccd.edu/incidentreportingform). To learn more about Title IX, please visit www.rsccd.edu/titleix.
- Students enrolled in college-credit courses offered as part of the Dual Enrollment Program at the School District shall be held to the same behavioral standards as those expected of students in courses taught at the Santiago Canyon College campus. For further information, please refer to the college catalog under Standards of Student Conduct or Disciplinary Action (www.sccollege.edu/Catalog/Pages/College-Policies-and-Procedures.aspx). If students have any questions and/or concerns, please contact the Associate Dean of Student Development.

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

To: Board of Trustees	Date: June 15, 2020
Subject: Approval of Designated Representative to Serve as Official RSCCD Representative on the Rancho Santiago Adult Education Consortium for the 2020-21 Fiscal Year	
Action: Request for Approval	

BACKGROUND

The 2015-2016 State Budget included a \$500 million Adult Education Block Grant (AEBG) to be allocated among regional consortia comprised of representatives from community college districts, K-12 districts, and other organizations that serve a role in adult education (each consortium is defined by the boundaries of a community college district). The corresponding bill, AB 104, requires that a member of a consortia be a representatives officially designated by the governing board of the member. In 2018-2019, the Adult Education Block Grant was renamed to the California Adult Education Program (CAEP).

ANALYSIS

An official representative on the Rancho Santiago Adult Education Consortium is necessary to ensure that the Rancho Santiago Community College District has a full voice in the decision making process to implement the local adult education plan supported by the California Adult Education Program. Eden Quimzon, Interim Executive Director of AEBG (SCC Continuing Education), is well versed about the instructional programs and student support services that are authorized in AB 104.

RECOMMENDATION

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

Fiscal Impact: None	Board Date: June 15, 2020
Item Prepared by: Jose Vargas, Vice President, Continuing Education	
Item Submitted by: John C. Hernandez, Ph.D., President	
Item Recommended by: Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College - Student Services

To:	Board of Trustees	Date:	June 15, 2020
Re:	Approval of Amended Professional Services Agreement with Substance Media, Inc. for the Santiago Canyon College Counseling Department		
Action:	Request for Approval		

BACKGROUND

Upon receiving Board approval on November 19, 2019, Santiago Canyon College and Substance Media Inc. entered into contract to produce film, photography and animation content in support of SCC's Online New Student Orientation. Due to the COVID-19 crisis and campus closure on March 13, 2020, production was put on hold. Approval of an amended production schedule and Exhibit A document is necessary.

ANALYSIS

Due to the campus closure because of COVID-19, the original contract ([click here](#)) that was Board approved on November 19, 2019 must be amended with new production delivery dates. The scope of work remains identical to the original contract: Nine (9) Orientation Videos; One (1) Explainer Animation for AB 705; Forty (40) High Resolution Photographs; Aerial Drone Footage of Campus; Three rounds of revisions; and, Captioning in accordance with the Rehabilitation Act and the Americans with Disabilities Act.

This amended agreement will support SCC's Counseling Department by continuing efforts toward improving online onboarding services for students. The amended agreement is not to exceed \$20,175 (50% of remainder balance) paid to Substance Media Inc., and will end no later than June 30, 2021. The project is funded by one-time Guided Pathways dollars.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with Substance Media, Inc. for the Santiago Canyon College Counseling Department as presented.

Fiscal Impact:	\$20,175	Board Date:	June 15, 2020
Prepared by:	Syed Rizvi, Vice President of Student Services Ruth Babeshoff, Dean of Counseling & Student Support Services		
Submitted by:	John C. Hernandez, Ph.D., President		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 15th day of June in the year 2020, between **SUBSTANCE MEDIA, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**” on behalf of Santiago Canyon College.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend the attached **PROFESSIONAL SERVICES AGREEMENT** entered into on November 19, 2019 (hereinafter referred to as “**AGREEMENT**”) and amended June 15, 2020 to provide video production services as specified in **Exhibit A** of the attached AGREEMENT. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract duration period from November 19, 2019 / June 30, 2020 to be through November 19, 2019 / June 30, 2021 due to the impact of COVID-19.
 - 2. Amended Exhibit A with revised production dates.
- B. Except as amended herein, the terms and conditions of AGREEMENT effective November 19, 2019, shall remain in full force and effect.

SUBSTANCE MEDIA, INC.

By 

Print Name Brian Y. Marsh

Title Creative Director

Date 5/21/2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Date _____

COPIES TO:

GENERATING OFFICE
Santiago Canyon College
8045 E. Chapman Ave.
Orange, CA 92869
Syed Rizvi, Vice President of Student Services

PURCHASING DEPARTMENT
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706
Linda Melendez, Director of Purchasing

Amended 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.

This Scope of Work is for the filming, editing, and creation of the Online Orientation Videos ("ORIENTATION VIDEOS"). The ORIENTATION VIDEOS will guide students through placement and college services. Visual aesthetics will be similar in taste and style to past educational and explainer videos Contractor has created for District. Motion graphics animation will be tastefully designed and animated.

ORIENTATION VIDEOS will consist of four (4) days of filming at four (4) consecutive hours max per day, for a total of sixteen (16) hours of filming.

Production Date(s) and Time(s): **TBD between CLIENT and AGENCY. Slated to begin March 2021.**

Production Location: Santiago Canyon College, 8045 E Chapman Avenue, Orange, CA 92869

Deliverables:

Nine (9) ORIENTATION VIDEOS at 1:30 - 1:45 minutes in length.

One (1) EXPLAINER ANIMATION for Guided Self-Placement at 1:00 to 1:30 minute in length.

Aerial drone footage capture of campus.

Forty (40) HI-RESOLUTION PHOTOS professionally shot and processed.

CLIENT to scout and cast talent for "On-camera Presenter" in ORIENTATION VIDEOS.

CLIENT to supply AGENCY with the script.

AGENCY to provide English closed captions for all videos and animation in accordance with the Rehabilitation Act and the Americans with Disabilities Act.

Three (3) rounds of revisions allotted per video. (Note: revisions only pertain to post-production services. Revisions requiring additional preproduction or production hours are subject to overage charges at a rate to be later determined between Contractor and District.)

Amended Final script to AGENCY by **January 25, 2021.**

Amended Final production (filming) date: **March 31, 2021.**

Amended First draft date: **May 21, 2021.**

Amended Final delivery date: **June 30, 2021.**

Note: District is responsible for FINAL SCRIPT delivery to Contractor by January 25, 2021. Missing this deliverable or any other project milestone, including art/asset delivery and approvals created and incurred by District may shift the DELIVERABLE schedule and result in additional costs or Overage Fees to District.

Payment Schedule:

District agrees to pay the TOTAL COST of \$40,350 USD. Payment to be made payable to SUBSTANCE MEDIA, INC. A 50% non-refundable deposit in the amount of \$20,175 USD has already been received by SUBSTANCE MEDIA, INC. The remaining balance is due upon final delivery of the ORIENTATION VIDEOS. CLIENT further agrees to a late fee of 1.5% per month (not to exceed 6% per annum) to be applied on all balances more than sixty (60) days overdue.

Overages and Fees

Any additional hour(s) rendered necessary to complete the ORIENTATION VIDEOS can be negotiated between Contractor and District. Additional production hours will be charged at the rate of \$180 per hour. District will be subjected to OVERAGE CHARGES if the ORIENTATION VIDEOS animations exceed its respective length by 0:15 seconds or more.

Three (3) rounds of revisions are allowed per video prior to final delivery. NORMAL HOURLY RATE (\$180/hour) applies for additional revisions after the third round of revisions. Furthermore, revisions only pertain to post-production services. Revisions requiring additional pre-production or production hours are subject to overage charges at a rate to be later determined between Contractor and District. Further, revisions must be requested *prior* to the FINAL DELIVERY DATE. Any edits requested after the FINAL DELIVERY DATE will be subject to additional costs to be later determined between District and Contractor. If District requests or instructs changes in a revision that is in excess of fifty percent (50%) of the time required to produce any DELIVERABLE and/or the value of the TOTAL COST, NORMAL HOURLY RATE (\$180/hour) will apply. Any missed milestones, including art/asset delivery and approvals created and incurred by District may shift the DELIVERABLE schedule and result in additional costs.

District shall pay all applicable sales, use, or value added taxes. District shall also pay Contractor any expenses incurred in connection with this agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, typesetting, blueprints, models, presentation materials, photocopies, computer expenses, parking fees and tolls, and, if applicable, mileage reimbursement at \$.58 per mile; and (b) travel expenses including transportation, meals, and lodging, incurred by Contractor with District's prior approval. In the event any overage charges, costs, or fees apply pursuant to this section, Contractor shall obtain District's written approval via email.

District Representations

District represents that it shall be responsible for performing the following in a reasonable and timely manner: (a) Coordination and execution of any decision-making with parties other than Contractor; (b) Provision of art/asset delivery in a form suitable for reproduction or incorporation into the DELIVERABLE(S) without further preparation, unless otherwise expressly provided in this Scope of Work; and (c) Final proofreading of DELIVERABLE(S). Note: In the event that CLIENT has approved DELIVERABLE(S) but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, CLIENT shall incur the cost of correcting such errors. In such cases, NORMAL HOURLY RATE applies.

District also represents that any provision of art, asset(s), photography, footage, and/or proprietary information by District to Client for use in any DELIVERABLE is with authority and without infringement on any patents, copyrights, trademarks, service marks, trade secrets, and/or other legally protected intellectual property rights.

Rancho Santiago Comm Coll District
 Bank Code: 92 District Funds

Board Meeting of 06/15/20
 Check Registers Submitted for Approval
 Checks Written for Period 05/13/20 Thru 06/02/20

AP0020
 Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68348	General Fund Unrestricted	0.00	100.00	-100.00	92*0534312	92*0534312
68405	General Fund Unrestricted	60,681.24	0.00	60,681.24	92*0537349	92*0537422
68406	General Fund Unrestricted	825,892.92	0.00	825,892.92	92*0537425	92*0537483
68410	General Fund Unrestricted	43,250.00	0.00	43,250.00	92*0537504	92*0537504
68411	General Fund Unrestricted	32,453.30	0.00	32,453.30	92*0537508	92*0537571
68415	General Fund Unrestricted	181,709.86	0.00	181,709.86	92*0537579	92*0537655
68419	General Fund Unrestricted	1,041.05	0.00	1,041.05	92*0537667	92*0537684
68420	General Fund Unrestricted	45,656.25	0.00	45,656.25	92*0537685	92*0537917
68421	General Fund Unrestricted	230,905.81	0.00	230,905.81	92*0537918	92*0538041
68426	General Fund Unrestricted	44,932.40	0.00	44,932.40	92*0538060	92*0538189
Total Fund 11 General Fund Unrestricted		\$1,466,522.83	\$100.00	\$1,466,422.83		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68253	General Fund Restricted	0.00	552.00	-552.00	92*0533108	92*0533108
68289	General Fund Restricted	0.00	2,250.00	-2,250.00	92*0533744	92*0533744
68367	General Fund Restricted	0.00	778.80	-778.80	92*0534786	92*0534786
68405	General Fund Restricted	393,549.28	0.00	393,549.28	92*0537350	92*0537424
68406	General Fund Restricted	859,076.44	0.00	859,076.44	92*0537428	92*0537484
68410	General Fund Restricted	11,000.00	0.00	11,000.00	92*0537502	92*0537502
68411	General Fund Restricted	1,116,827.31	0.00	1,116,827.31	92*0537505	92*0537569
68415	General Fund Unrestricted	2,190,599.06	0.00	2,190,599.06	92*0537587	92*0537656
68421	General Fund Restricted	1,365,026.24	0.00	1,365,026.24	92*0537920	92*0538043
Total Fund 12 General Fund Restricted		\$5,936,078.33	\$3,580.80	\$5,932,497.53		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68405	GF Unrestricted One-Time Func	5,000.00	0.00	5,000.00	92*0537382	92*0537382
68406	GF Unrestricted One-Time Func	2,931.69	0.00	2,931.69	92*0537426	92*0537471
68410	GF Unrestricted One-Time Func	8,193.22	0.00	8,193.22	92*0537503	92*0537503
68411	GF Unrestricted One-Time Func	76,182.56	0.00	76,182.56	92*0537506	92*0537552
68415	General Fund Unrestricted	53,614.27	0.00	53,614.27	92*0537585	92*0537648
68421	GF Unrestricted One-Time Func	56,132.98	0.00	56,132.98	92*0537923	92*0538034
Total Fund 13 GF Unrestricted One-Time		<u>\$202,054.72</u>	<u>\$0.00</u>	<u>\$202,054.72</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68402	Child Development Fund	234.50	0.00	234.50	92*0537339	92*0537341
68407	Child Development Fund	8,845.00	4,422.50	4,422.50	92*0537485	92*0537490
68416	Child Development Fund	6,670.00	0.00	6,670.00	92*0537657	92*0537659
68422	Child Development Fund	8,136.26	0.00	8,136.26	92*0538044	92*0538046
Total Fund 33 Child Development Fund		\$23,885.76	\$4,422.50	\$19,463.26		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68295	Capital Outlay Projects Fund	0.00	720.00	-720.00	92*0533885	92*0533885
68403	Capital Outlay Projects Fund	30,379.27	0.00	30,379.27	92*0537342	92*0537347
68408	Capital Outlay Projects Fund	49,395.97	0.00	49,395.97	92*0537491	92*0537499
68417	Capital Outlay Projects Fund	30,019.00	0.00	30,019.00	92*0537660	92*0537664
68423	Capital Outlay Projects Fund	96,088.10	0.00	96,088.10	92*0538047	92*0538050
Total Fund 41 Capital Outlay Projects Fun		\$205,882.34	\$720.00	\$205,162.34		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68404	Bond Fund, Measure Q	19,398.81	0.00	19,398.81	92*0537348	92*0537348
68409	Bond Fund, Measure Q	60,411.93	0.00	60,411.93	92*0537500	92*0537501
68412	Bond Fund, Measure Q	1,597,630.52	0.00	1,597,630.52	92*0537572	92*0537574
68418	Bond Fund, Measure Q	60,087.00	0.00	60,087.00	92*0537665	92*0537666
68424	Bond Fund, Measure Q	145,054.71	0.00	145,054.71	92*0538051	92*0538058
Total Fund 43 Bond Fund, Measure Q		\$1,882,582.97	\$0.00	\$1,882,582.97		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68413	Property and Liability Fund	252.65	0.00	252.65	92*0537575	92*0537575
Total Fund 61 Property and Liability Fund		<u>252.65</u>	<u>0.00</u>	<u>252.65</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68425	Workers' Compensation Fund	463.93	0.00	463.93	92*0538059	92*0538059
Total Fund 62 Workers' Compensation Fu		<u>463.93</u>	<u>0.00</u>	<u>463.93</u>		

Checks Written for Period 05/13/20 Thru 06/02/20

68414	Student Financial Aid Fund	1,061,718.00	0.00	1,061,718.00	92*0537576	92*0537578
Total Fund 74 Student Financial Aid Fund		<u><u>\$1,061,718.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,061,718.00</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	1,466,422.83
Total Fund 12 General Fund Restricted	5,932,497.53
Total Fund 13 GF Unrestricted One-Time Fund	202,054.72
Total Fund 33 Child Development Fund	19,463.26
Total Fund 41 Capital Outlay Projects Fund	205,162.34
Total Fund 43 Bond Fund, Measure Q	1,882,582.97
Total Fund 61 Property and Liability Fund	252.65
Total Fund 62 Workers' Compensation Fund	463.93
Total Fund 74 Student Financial Aid Fund	1,061,718.00
Grand Total:	<u><u>\$10,770,618.23</u></u>

Checks Written for Period 05/13/20 Thru 06/02/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1A2005316	SAC Diversified Agency Fund	466.40	0.00	466.40	1A*0002315	1A*0002315
1A2005423	SAC Diversified Agency Fund	1,742.15	0.00	1,742.15	1A*0002316	1A*0002320
Total 1A SAC Diversified Agency Fund		<u><u>\$2,208.55</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,208.55</u></u>		

Checks Written for Period 05/13/20 Thru 06/02/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1B2005316	SAC Bookstore Fund	1,335.09	0.00	1,335.09	1B*0002440	1B*0002443
1B2005423	SAC Bookstore Fund	489.93	0.00	489.93	1B*0002444	1B*0002446
Total 1B SAC Bookstore Fund		<u><u>\$1,825.02</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,825.02</u></u>		

Checks Written for Period 05/13/20 Thru 06/02/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1C2005423	SAC Community Education Fund	4,162.60	0.00	4,162.60	1C*0001259	1C*0001263
Total 1C SAC Community Education Fund		<u><u>\$4,162.60</u></u>	<u><u>\$0.00</u></u>	<u><u>\$4,162.60</u></u>		

Checks Written for Period 05/13/20 Thru 06/02/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1S2005316	SAC Associated Students Fund	959.42	0.00	959.42	1S*0001706	1S*0001710
1S2005423	SAC Associated Students Fund	1,532.46	0.00	1,532.46	1S*0001711	1S*0001713
Total 1S SAC Associated Students Fund		<u><u>\$2,491.88</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,491.88</u></u>		

Checks Written for Period 05/13/20 Thru 06/02/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1T2005316	SAC Diversified Trust Fund	9,871.40	4,935.70	4,935.70	1T*0001933	1T*0001942
1T2005423	SAC Diversified Trust Fund	491.73	0.00	491.73	1T*0001943	1T*0001944
Total 1T SAC Diversified Trust Fund		<u><u>\$10,363.13</u></u>	<u><u>\$4,935.70</u></u>	<u><u>\$5,427.43</u></u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	2,208.55
Total Fund 1B SAC Bookstore Fund	1,825.02
Total Fund 1C SAC Community Education Fu	4,162.60
Total Fund 1S SAC Associated Students Fun	2,491.88
Total Fund 1T SAC Diversified Trust Fund	5,427.43
Grand Total:	<u><u>\$16,115.48</u></u>

Checks Written for Period 05/13/20 Thru 06/02/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A2005423	SCC Diversified Agency Fund	682.83	0.00	682.83	2A*0001759	2A*0001760
2A2005530	SCC Diversified Agency Fund	1,580.00	0.00	1,580.00	2A*0001761	2A*0001763
2A2006102	SCC Diversified Agency Fund	745.00	0.00	745.00	2A*0001764	2A*0001764
Total 2A SCC Diversified Agency Fund		<u>\$3,007.83</u>	<u>\$0.00</u>	<u>\$3,007.83</u>		

Checks Written for Period 05/13/20 Thru 06/02/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B2005423	SCC Bookstore Fund	65,985.91	1,797.10	64,188.81	2B*0002240	2B*0002250
2B2005530	SCC Bookstore Fund	6,648.60	0.00	6,648.60	2B*0002251	2B*0002253
2B2006102	SCC Bookstore Fund	6,217.49	1,797.10	4,420.39	2B*0002254	2B*0002256
Total 2B SCC Bookstore Fund		\$78,852.00	\$3,594.20	\$75,257.80		

Checks Written for Period 05/13/20 Thru 06/02/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2C2005530	SCC Community Education Fund	130.00	0.00	130.00	2C*0001203	2C*0001204
Total 2C SCC Community Education Fund		<u><u>\$130.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$130.00</u></u>		

Checks Written for Period 05/13/20 Thru 06/02/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S2005423	SCC Associated Students Fund	25,350.00	0.00	25,350.00	2S*0001425	2S*0001427
2S2005530	SCC Associated Students Fund	257.14	0.00	257.14	2S*0001428	2S*0001433
Total 2S SCC Associated Students Fund		<u>\$25,607.14</u>	<u>\$0.00</u>	<u>\$25,607.14</u>		

Checks Written for Period 05/13/20 Thru 06/02/20

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2T2005423	SCC Diversified Trust Fund	8,412.69	0.00	8,412.69	2T*0001501	2T*0001504
2T2005530	SCC Diversified Trust Fund	6,261.26	0.00	6,261.26	2T*0001505	2T*0001507
Total 2T SCC Diversified Trust Fund		<u>\$14,673.95</u>	<u>\$0.00</u>	<u>\$14,673.95</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	3,007.83
Total Fund 2B SCC Bookstore Fund	75,257.80
Total Fund 2C SCC Community Education Fu	130.00
Total Fund 2S SCC Associated Students Fun	25,607.14
Total Fund 2T SCC Diversified Trust Fund	14,673.95
Grand Total:	<u><u>\$118,676.72</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/13/2020 To 06/02/2020
Board Meeting on 06/15/2020**

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES		458,999
2000	CLASSIFIED SALARIES	5,161	
3000	EMPLOYEE BENEFITS		92,438
4000	SUPPLIES & MATERIALS		10,122
5000	OTHER OPERATING EXP & SERVICES	3,903	
6000	CAPITAL OUTLAY	934	
7900	RESERVE FOR CONTINGENCIES	551,561	
Total Transfer Fund 11		\$561,559	\$561,559
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		12,461
2000	CLASSIFIED SALARIES		258,369
3000	EMPLOYEE BENEFITS		107,809
4000	SUPPLIES & MATERIALS		63,381
5000	OTHER OPERATING EXP & SERVICES	616,902	
6000	CAPITAL OUTLAY		150,507
7000	OTHER OUTGO		24,375
Total Transfer Fund 12		\$616,902	\$616,902
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
2000	CLASSIFIED SALARIES		4,696
3000	EMPLOYEE BENEFITS		517
4000	SUPPLIES & MATERIALS		2,632
5000	OTHER OPERATING EXP & SERVICES	10,295	
6000	CAPITAL OUTLAY		2,450
Total Transfer Fund 13		\$10,295	\$10,295
<u>Fund 41: Capital Outlay Projects Fund</u>			
4000	SUPPLIES & MATERIALS	1,410	
6000	CAPITAL OUTLAY		51,410
7900	RESERVE FOR CONTINGENCIES	50,000	
Total Transfer Fund 41		\$51,410	\$51,410

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/13/2020 To 06/02/2020
Board Meeting on 06/15/2020**

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET INCREASES AND DECREASES

		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	(136,197)	
8600	STATE REVENUES	11,976,860	
1000	ACADEMIC SALARIES		(958)
2000	CLASSIFIED SALARIES		71,239
3000	EMPLOYEE BENEFITS		43,509
4000	SUPPLIES & MATERIALS		(5,008)
5000	OTHER OPERATING EXP & SERVICES		11,813,558
6000	CAPITAL OUTLAY		(67,649)
7000	OTHER OUTGO		(14,028)
Total Transfer Fund 12		\$11,840,663	\$11,840,663
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	1,526	
8600	STATE REVENUES	14,157	
7000	OTHER OUTGO		15,683
Total Transfer Fund 74		\$15,683	\$15,683

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 05/13/2020 To 06/02/2020
Board Meeting on 06/15/2020

This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
BCAFJLHZQ8	05/18/20		
1000	ACADEMIC SALARIES		458,999
3000	EMPLOYEE BENEFITS		92,562
7900	RESERVE FOR CONTINGENCIES	551,561	
Total Reference BCAFJLHZQ8		\$551,561	\$551,561
Reason:	Adjustment		
Description:	Fund Adjunct Faculty Accounts		
<u>Fund 12: General Fund Restricted</u>			
B026601	05/29/20		
1000	ACADEMIC SALARIES		4,618
2000	CLASSIFIED SALARIES		216,752
3000	EMPLOYEE BENEFITS		73,275
4000	SUPPLIES & MATERIALS		20,250
5000	OTHER OPERATING EXP & SERVICES	442,645	
6000	CAPITAL OUTLAY		127,750
Total Reference B026601		\$442,645	\$442,645
Reason:	Special Project Adjustment		
Description:	Revised budget for SP2181. SAC to allocate funds to appropriate accounts		
BCA5TVPF1J	05/14/20		
3000	EMPLOYEE BENEFITS	22,618	
4000	SUPPLIES & MATERIALS	4,946	
5000	OTHER OPERATING EXP & SERVICES	6,769	
6000	CAPITAL OUTLAY		34,333
Total Reference BCA5TVPF1J		\$34,333	\$34,333
Reason:	Special Project Adjustment		
Description:	Equipment Purchase		
BCOMY1J92K	05/15/20		
2000	CLASSIFIED SALARIES		93,037
3000	EMPLOYEE BENEFITS		43,158
4000	SUPPLIES & MATERIALS		925
5000	OTHER OPERATING EXP & SERVICES	137,120	
Total Reference BCOMY1J92K		\$137,120	\$137,120
Reason:	Special Project Adjustment		
Description:	To cover Fiscal Agent S&B TOE		
BCUPO2KGNR	05/28/20		
4000	SUPPLIES & MATERIALS		55,000
5000	OTHER OPERATING EXP & SERVICES	55,000	
Total Reference BCUPO2KGNR		\$55,000	\$55,000
Reason:	Special Project Adjustment		
Description:	Purchasing desktops		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 05/13/2020 To 06/02/2020
Board Meeting on 06/15/2020**

BUDGET TRANSFERS	From	To
Fund 41: Capital Outlay Projects Fund		
BCVE0AUGBL 06/02/20		50,000
6000 CAPITAL OUTLAY		
7900 RESERVE FOR CONTINGENCIES	50,000	
Total Reference BCVE0AUGBL	50,000	50,000
Reason: Adjustment		
Description: Cover FMR expenses for FY19-20		

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
Fund 12: General Fund Restricted		
B026594 05/13/20		
8600 STATE REVENUES	(8,983)	
5000 OTHER OPERATING EXP & SERVICES		(70,780)
6000 CAPITAL OUTLAY		61,797
Total Reference B026594	\$(8,983)	\$(8,983)
Reason: Special Project Adjustment		
Description: Reverse Revenue PY (Ref#BC2TQ7PNYF)		
B026597 05/18/20		
8600 STATE REVENUES	12,000,000	
2000 CLASSIFIED SALARIES		71,239
3000 EMPLOYEE BENEFITS		44,028
4000 SUPPLIES & MATERIALS		395
5000 OTHER OPERATING EXP & SERVICES		11,884,338
Total Reference B026597	\$12,000,000	\$12,000,000
Reason: New Budget		
Description: New Budget 19/20 - SWP K12 Prime Award #19-205-011		
B026598 05/20/20		
8100 FEDERAL REVENUES	(134,671)	
4000 SUPPLIES & MATERIALS		(5,403)
6000 CAPITAL OUTLAY		(129,268)
Total Reference B026598	\$(134,671)	\$(134,671)
Reason: Special Project Adjustment		
Description: Revise Prior Year Rev - SAC TV/Video Program		

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 05/13/2020 To 06/02/2020
Board Meeting on 06/15/2020**

BACKGROUND

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

ANALYSIS

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
05/15/20	J059028	Close underspent amount in Achieving the Dream OER to General Fund 11 - Unrestricted	25.95
05/15/20	J059029	Close overspent amount in Sector Navigator - RHT to General Fund 11 - Unrestricted	444.16
05/30/20	J059166	Underspent VTEA OFFICE TECH SAC - FD11 TO FD12	78.66
05/30/20	J059167	Underspent VTEA OFFICE TECH SCC - FD11 TO FD12	4.78

RECOMMENDATION

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

5.2 (5)

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of the 2020-21 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 Budget Summary [website](#). 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 Funds, 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 prior to the governor’s May Revise. This proposed Tentative Budget does not include the effects of the current pandemic on California’s budget. 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 1, 2020 meeting. The proposed Adopted Budget, which will include updated information known at that point, is scheduled to be presented for approval at the October 12, 2020 Board meeting in accordance with the Chancellor’s Office extended October 31 deadline this year.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2020-21 proposed Tentative Budget as presented.

Fiscal Impact:	As identified in the Tentative Budget	Board Date: June 15, 2020
Prepared by:	Adam M. O’Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Amendment No. 1 to Retainer Agreement with Public Agency Law Group	
Action:	Request for Approval	

BACKGROUND

The District utilizes a number of law firms for specialized legal services. The law firm of Public Agency Law Group (PALG) specializes in matters relating to the development, design, bidding, and construction, maintenance of various physical facilities, real property transactions, and other general business, purchasing and public contract matters. PALG has offices located in the greater Los Angeles area.

ANALYSIS

Hourly rates for PALG professional staff remain at the current levels and ranges from \$255/per hour to \$266/per hour with no other amendments to the retainer agreement.

The term of this amendment No. 1 extends the retainer agreement through June 30, 2021.

Due to Covid-19 issues, it is recommended that all legal services contracts be extended for one year with the intention of preparing a request for proposal for legal services during this next fiscal year.

Ruben Smith, Esq., General Counsel to the Board of Trustees has reviewed and approved this agreement as presented.

RECOMMENDATION

It is recommended the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed Amendment No. 1 to the Retainer Agreement with Public Agency Law Group as presented.

Fiscal Impact:	Based upon utilization	Board Date: June 15, 2020
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**AMENDMENT NO. 1 TO
RETAINER AGREEMENT**

This Amendment No. 1 to Retainer Agreement ("Amendment") is entered into by and between Rancho Santiago Community College District ("District") and Public Agency Law Group ("Counsel") this 1st day of June, 2020 with reference to the following Recitals, all of which are incorporated herein.

WHEREAS, on or about April 1, 2015, the District and Counsel entered into a written agreement entitled "Retainer Agreement" ("Agreement").

WHEREAS, the Term of the Agreement is for five (5) years; the Term of the Agreement expires May 31, 2020.

WHEREAS, the District and Counsel desire to extend the Term of the Agreement as set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the District and Counsel agree as follows:

1. Amendment to Agreement, Paragraph 5. The Term of the Agreement set forth in Paragraph 5 of the Agreement is extended to June 30, 2021 ("Extended Term"). Except as set forth herein, there are no other amendments to Paragraph 5 of the Agreement.
2. Amendment to Agreement, Paragraph 2. The hourly rates for Counsel professional staff are amended to the following for the Extended Term:

Sherman Wong	\$266 per hour
Joyce Ma	\$255 per hour

Except as set forth herein, there are no other amendments to Paragraph 2 of the Agreement.

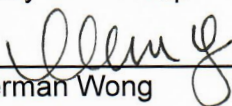
3. Extended Term. Except as expressly amended by the provisions of this Amendment, no other the terms and conditions of the Agreement are amended by this Amendment and all terms and conditions of the Agreement shall be applicable during the Extended Term, except as expressly amended herein.

IN WITNESS HEREOF, the District and Counsel have executed this Amendment as of the date set forth above.

Rancho Santiago Community College District

By: _____
Peter Hardash
Vice Chancellor, Business Services

Public Agency Law Group

By:  _____
Sherman Wong
Principal

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Renewal of Engagement with Nixon Peabody LLP - Bond Counsel	
Action:	Request for Approval	

BACKGROUND

The District utilizes a number of law firms for specialized legal services. The law firm of Nixon Peabody LLP specializes in matters relating to the issuance of bonds or other debt instruments for the capital and other needs of the District, and other financial matters and related issues as determined by the District. Nixon Peabody is global with offices located in Los Angeles and San Francisco, California.

ANALYSIS

Hourly rates for service remain unchanged in this renewal engagement and range from \$285 to \$610 depending upon service and professional staff as presented in exhibit A.

The term of this renewal of engagement extends that agreement through June 30, 2021.

Due to Covid-19 issues, it is recommended that all legal services contracts be extended for one year with the intention of preparing a request for proposal for legal services during this next fiscal year.

Ruben Smith, Esq., General Counsel to the Board of Trustees has reviewed and approved this agreement as presented.

RECOMMENDATION

It is recommended the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement with Nixon Peabody LLP – Bond Counsel as presented.

Fiscal Impact:	Based on utilization	Board Date: June 15, 2020
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Graham M. Beck
Partner
T 415-984-8358
gbeck@nixonpeabody.com

One Embarcadero Center, 32nd Floor
San Francisco, CA 94111
415-984-8200

June __, 2020

Mr. Peter Hardash
Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, California 92706-1640

RE: Renewal of Engagement for Bond Counsel and Disclosure Counsel Services

Dear Mr. Hardash:

On behalf of Nixon Peabody LLP (the “Firm”), we are very pleased to continue to assist Rancho Santiago Community College District (the “District”) on matters relating to the issuance of bonds or other debt instruments from time to time to provide for the capital and other needs of the District; and other financing matters and related issues, as determined by the District.

In connection with the issuance of general obligation bonds (“Bonds”), we would provide Bond Counsel and Disclosure Counsel services to the District from time to time as the District requires on the following basis. The Firm would participate in conference calls and meetings with District staff, any Municipal Advisor selected by the District (the “Municipal Advisor”) and any underwriter selected by the District (the “Underwriter”): (1) to develop, draft and finalize a Resolution for the Board to authorize the issuance of Bonds, other debt instruments, and other relevant documents; (2) to assist with the preparation of its preliminary official statement, and final official statement, and review and negotiation of a bond purchase agreement, (3) to conduct due diligence respecting the District’s proposed use of proceeds for public law and tax law purposes, (4) to engage in any necessary liaison with the County regarding the issue, and (5) to participate, as necessary, in rating and bond insurance presentations. In connection with each issue, the Firm would issue its final approving opinion as to the exclusion of interest from federal personal income taxation (where appropriate) and the exemption from California income taxes, would coordinate a closing at our offices in Los Angeles, and would prepare final transcripts of the proceedings. We also will provide ancillary services as needed and directed by the District such as training and assistance with its Citizens Oversight Committee and assistance with post-issuance compliance obligations applicable under the Internal Revenue Code.

In cases where the District elects to issue Bond Anticipation Notes (“BANs”), or to roll over certain outstanding BANs, to issue TRANs or to execute and deliver Certificates of Participation or Lease Revenue Bonds through a Joint Exercise of Powers Authority, the scope of our Bond Counsel services would be adjusted to the needs of those particular financings.

We are also available to assist the District on additional finance-related matters from time to time as requested by the District, including but not limited to matters related to compliance with one or more project lists associated with its prior general obligation bond elections, federal securities law, federal tax law, and finance related state, local or public law. In particular, as you know, the degree of scrutiny being exercised by the Securities and Exchange Commission (the “SEC”) on the offerings of public agencies has dramatically increased in recent years, and we are well-equipped to provide the District with advice and training regarding compliance with SEC Rule 15c2-12, and other securities laws matters.

The work performed under this engagement will generally be invoiced on a fully contingent, fixed fee payable at and from the proceeds of sales of the District’s bonds; however, to the extent that you direct the Firm to provide services not directly related to a new issue of bonds or bond anticipation notes, the Firm would then invoice the District monthly on the basis of the Firm’s discounted hourly rates, set forth on *Exhibit A* to this letter. If less than \$5,000 of fees and expenses have accumulated during any particular calendar month, the Firm would typically combine two months’ of effort in a single invoice, to reduce handling expenses.

We are also pleased to report that Miss Lisel Wells, previously of Counsel at the Firm, has in her retirement chosen to open her own consulting firm, Wells Consultancy LLC. The Firm has entered into a consultancy contract with Miss Wells to assist Firm clients from time to time. While we do not anticipate Miss Wells taking as active a role in the District’s financings as she has in the past, we are grateful to have her on hand when unique situations arise, as her substantial depth of school district finance experience is often of assistance to our clients.

If approved by you, this letter would constitute our agreement for the performance of the legal services described above and the charges for these services. Under California Business and Professions Code, Section 6148, we are required to enter into a written agreement for legal services with our clients. The law specifies certain matters that such agreement must address and they are included below. As these are statutory requirements, this letter is of necessity relatively formal.

1. Scope of Engagement. Our client in this engagement will be the District for the services described above. We will obtain from and share information with the District staff and the District’s Municipal Advisor, and all such information is intended to be protected by the attorney-client privilege. You may limit or expand the scope of our representation from time to time, provided that we will not substantially expand the scope of our representation without a further written agreement.

2. Conditions. Once you have returned a signed copy of this agreement, this agreement will take effect. Until then, we have no obligation to provide legal services.

3. Term of Engagement. You may terminate our representation at any time upon reasonable notice, and we retain that right as well, subject on our part to applicable rules of professional conduct. Your termination of our services will not affect your responsibility to pay for legal services rendered and charges incurred during the representation. In the event that we terminate the engagement we will take such steps as are reasonably practicable to protect your interests in this

matter. If permission for withdrawal is required by a court, we will promptly apply for such permission and you agree to engage successor counsel to represent you. In the event that our representation is terminated, you agree to pay all invoices thereafter rendered covering the period prior to the termination and covering an orderly transition of the matter.

4. Conclusion of Representation; Retention and Disposition of Documents. Following termination of this agreement, any otherwise non-public information you have supplied to us will be kept confidential in accordance with applicable rules of professional conduct. Upon request, your papers and property will be available for you to pick up at our office or shipped to you at your expense. Our own files pertaining to the matter, which may include copies of your papers, will be retained by the Firm. You agree that Firm administrative records; time and expense reports; personnel and staffing materials; credit and accounting records; and the documents containing our attorney work product, mental impressions, notes, drafts of documents and legal and factual research, including investigative reports, shall be and remain Firm property and shall not be considered part of your client file. In addition, electronic documents such as our internal e-mails, documents containing or reflecting our internal deliberations or self-evaluations, and our internal data bases shall be and remain Firm property and shall not be considered part of your client file. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the elimination of storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of this engagement. In any event, all documents and other materials in our files may be discarded or destroyed, without further notice to you at any time after the seven-year anniversary of the conclusion of this engagement.

5. Post-Engagement Matters. You are engaging the Firm to provide legal services in connection with specific public finance matters. After the termination of this agreement, changes may occur in applicable laws or regulations that could have an impact upon your future rights and liabilities; however, the Firm will have no continuing obligation to advise you with respect to future legal developments. In addition, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines which may arise from these matters for which we have been engaged.

6. Confidentiality. It is in your best interests to preserve the confidentiality of all communications between us. Your privilege to prevent disclosure of such communications may be jeopardized by disclosing the contents of our communications to third parties.

7. Conflicts. As you can imagine, the Firm represents many other companies and individuals. Many of these clients rely upon the Firm for general representation. It is possible that during the time we are representing you, some of our current or future clients will have disputes or transactions with the District. In addition, the Firm regularly represents many underwriters, credit providers and other municipal market participants in transactions unrelated to those of the District. For example, you should be aware that members of the Firm may have represented and or continue to represent your designated Underwriter. By entering into this agreement, you consent to our representation of those entities on matters *entirely unrelated to transactions for the District*. If a conflict should arise in the future, we undertake to notify the District promptly and to seek a waiver if

that is necessary; if the District should decline to grant such a waiver, the Firm would withdraw from one of the representations.

8. Client Responsibilities. You agree to pay our statements for services and expenses as provided above. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us.

9. Insurance. We will maintain at all times during the term of this agreement appropriate levels of Errors and Omissions Insurance. Our current coverage provides for up to \$75,000,000 per claim and \$150,000,000 in the aggregate.

10. Not a Public Official. You and we agree that the Firm is not a “public official” for purposes of Government Code sections 87200 *et seq.* We will conduct research and arrive at conclusions with respect to our rendering of services under this agreement independent of the control and direct of the District or any District official, other than normal contract monitoring. In addition, you agree that we possess no authority with respect to any action the District may take (or fail to take) based upon our advice.

11. Firm Announcements. From time to time, the Firm publishes or displays materials discussing completed transactions and other engagements such as “tombstone advertisements” announcing our role in particular transactions. We confirm your consent to our publication or display of such materials in printed, electronic or other media.

NIXON PEABODY LLP
ATTORNEYS AT LAW

NIXONPEABODY.COM
@NIXONPEABODYLLP

If this agreement correctly sets forth your understanding of the scope of legal services to be rendered by the Firm to the District, and if all of the terms set forth herein are satisfactory, then please execute and return the enclosed copy of this agreement to us so that we may be engaged as your counsel. If the scope of services described is incorrect or if the terms set forth are not satisfactory to you, please let us know in order for us to resolve any issues. We appreciate your decision to retain us in these matters and very much look forward to the opportunity to work with you.

Sincerely,

Graham Beck
Partner

Enclosures

APPROVED FOR:
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT:

By: _____
Peter Hardash
Its: Vice Chancellor
Business Operations/Fiscal Services

EXHIBIT A
FEE STRUCTURES

The following fixed fees are proposed for various financing transactions of the District:

General Obligation Bonds:	\$65,500 for each series of bonds under the same authorization
Certificates of Participation or Lease Revenue Bonds:	\$50,000-\$85,000 (dependent upon the size of the issue, the structure of the deal, identity of the counter-party and any anticipated real estate issues)
TRANS (including tax work):	\$30,000
Bond Anticipation Notes:	\$30,000

The above fee quotes assume, where applicable, “new money” issuance (refunding transactions would be charged at an additional \$5,000 to \$10,000 per transaction, dependent upon whether a crossover structure is anticipated, the complexity of the issues involved, particularly as related to the application of the tax law), fixed rate bonds, five months to closing, delivery of the Bonds occurring on a standard basis (and not on a forward basis), no validation actions, no litigation, no direct communication with the IRS, SEC, or other Federal, State or local regulatory or oversight entities, and no other significant delays.

We also propose to be reimbursed for certain out-of-pocket expenses incurred in connection with the services rendered, including costs related to the preparation of transcripts. We closely monitor such expense items to be certain that these changes are only incurred when needed. The Firm’s charges for out-of-pocket disbursements and expenses represent either a direct pass-through of costs from another party or our own internal costs, which include no add-ons. For example, expenses on a general obligation bond matter will range from \$1,500 to as much as \$5,000, depending upon the number of parties and the needs of the District and can be estimated more precisely at the time the District elects to proceed with us as its counsel.

The Firm also provides specialized legal services, such as discussions or responses to the IRS, SEC or other Federal, State or local regulatory agencies, validation actions and other matters not normally covered in the scope of Bond Counsel or Disclosure Counsel services, on the basis of our hourly rates. Such tasks are undertaken only upon the specific instruction of senior District staff, and estimates of costs can be provided at the time of any such assignment.

The hourly rates of the attorneys at the Firm most likely to be asked to assist the District are displayed below:

Discounted Hourly Rates
(as Assigned)

Lisel Wells (consultant)	\$610
Graham Beck	\$475
Angelica Valencia	\$465
Travis Gibbs	\$720
Joel Swearingen	\$445
Dia Walrath	\$415
David Song	\$330
Dan Deaton	\$625
Stuart Clapp	\$285

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Legal Services Agreement – Orbach Huff Suarez + Henderson, LLP	
Action:	Request for Approval	

BACKGROUND

The District utilizes a number of law firms for specialized legal services. The law firm of Orbach Huff Suarez + Henderson, LLP specializes in the representation of public agencies in the planning, implementation and finalization of modernization, and ground-up construction programs and has an office in Los Angeles County.

ANALYSIS

Hourly rates for service remain the same and ranges from \$260 per hour for partners/of counsel; \$245 for senior associates and \$235 for associates as well as other reimbursable costs as specified in Attachment A of the agreement.

The term of this agreement is from July 1, 2020 through June 30, 2021.

Due to Covid-19 issues, it is recommended that all legal services contracts be extended for one year with the intention of preparing a request for proposal for legal services during this next fiscal year.

Ruben Smith, Esq., General Counsel to the Board of Trustees has reviewed and approved this agreement as presented.

RECOMMENDATION

It is recommended the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Orbach Huff Suarez + Henderson, LLP as presented.

Fiscal Impact:	Based upon utilization	Board Date: June 15, 2020
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Rancho Santiago Community College District

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2020, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ORBACH HUFF SUAREZ HENDERSON Limited Liability Partnership (the "FIRM").

RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin July 1, 2020 and shall continue thereafter until June 30, 2021 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide legal service and representation as may be requested by the DISTRICT. The FIRM shall represent the DISTRICT in providing legal advice and representation in preventive risk counseling, negotiations, mediations, arbitrations, litigation, related to construction contracting and construction related contracting matters regarding the DISTRICT's building program(s) and/or construction projects, and as otherwise requested by DISTRICT, and as to any other facilities or business related matters.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. **Supervising Attorney:** The FIRM appoints Philip J. Henderson, Esq. as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in

writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work.
- e. Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
 - i.** If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT'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 any single source of fifty dollars (\$50.00) or less during any twelve-month period.”

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

4. THE DISTRICT'S RESPONSIBILITIES:

- a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

- a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.
- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The

maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.

- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
 - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices,

programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

- b. Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- c. Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

- 7. DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:
Dr. Raúl Rodriguez
Chancellor
Rancho Santiago Community College District
2323 N Broadway, Suite 410
Santa Ana, CA 92706
Email: rodriguez_raul@rscd.edu

To the FIRM:
Orbach Huff Suarez + Henderson LLP
1901 Avenue of the Stars, Suite 575
Los Angeles, CA 90067
Email: phenderson@ohshlaw.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT 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 the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other 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 DISTRICT, 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 services rendered effective as of the date of this AGREEMENT.
11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.
- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers,

agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:

- i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
 - ii. The above insurance must be provided or written on an occurrence basis.
- b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
 - c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
 - d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

12. INDEPENDENT CONTRACTOR STATUS: This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

13. GOVERNING LAWS: This AGREEMENT 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 AGREEMENT shall be brought in Orange County.

14. ENTIRE AGREEMENT: This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

15. WAIVER: No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be


construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

AGREEMENT FOR PROFESSIONAL SERVICES

EXECUTED AS SET FORTH HEREINABOVE:

ORBACH HUFF SUAREZ + HENDERSON LLP

By: 
Philip J. Henderson, Esq.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Title: _____

Approved as to Form:

**AlvaradoSmith, a
Professional Law Corporation**

By: _____
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Approval and Payment

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.
AlvaradoSmith APC
1 MacArthur Place, Suite 200
Santa Ana, CA 92707
Tel: 714-852-6800
rsmith@alvaradosmith.com

C. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed.

The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to

work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated

copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items:

(1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get

up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Hourly Rates (Billed at .10 minute increments)	
PARTNERS / OF COUNSEL	\$260/hr
SENIOR ASSOCIATES	\$245/hr
ASSOCIATES	\$235/hr

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Legal Services Agreement – Bergman Dacey Goldsmith, PLC	
Action:	Request for Approval	

BACKGROUND

The District utilizes a number of law firms for specialized legal services. The law firm of Bergman Dacey Goldsmith, PLC is a civil litigation firm with an emphasis on construction and real estate matters and has offices in Los Angeles and Orange Counties.

ANALYSIS

Hourly rates for service remain the same and range from \$250 per hour for shareholders or of counsel; \$220 for associates and \$150 for paralegals and other reimbursable costs as specified in Attachment A of the original agreement.

The term of this agreement is from July 1, 2020 through June 30, 2021.

Due to Covid-19 issues, it is recommended that all legal services contracts be extended for one year with the intention of preparing a request for proposal for legal services during this next fiscal year.

Ruben Smith, Esq., General Counsel to the Board of Trustees has reviewed and approved this agreement as presented.

RECOMMENDATION

It is recommended the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Bergman Dacey Goldsmith, PLC as presented.

Fiscal Impact:	Based upon utilization	Board Date: June 15, 2020
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment ("First Amendment") dated as of May 28, 2020, to Agreement for Professional Services which is dated as of July 1, 2018 ("Agreement"), is entered into by and between Rancho Santiago Community College District ("District") and Bergman Dacey Goldsmith, PLC ("Firm").

The Agreement is amended to provide that the new term for the Agreement shall be July 1, 2020 through June 30, 2021. Except as provided herein the Agreement is not otherwise modified.

District:

Rancho Santiago Community College District

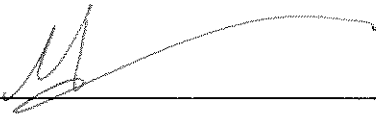
By: _____

Name: _____

Title: _____

Firm:

Bergman Dacey Goldsmith, PLC

By:  _____

Name: Gregory M. Bergman, Esq.

Title: President

Rancho Santiago Community College District

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2018, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and BERGMAN DACEY GOLDSMITH, PLC (the "FIRM").

RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin July 1, 2018 and shall continue thereafter until June 30, 2020 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide legal service and representation as may be requested by the DISTRICT. The FIRM shall represent the DISTRICT in providing legal advice and representation in preventive risk counseling, negotiations, mediations, arbitrations, litigation, related to construction contracting and construction related contracting matters regarding the DISTRICT's building program(s) and/or construction projects, and as otherwise requested by DISTRICT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. **Supervising Attorney:** The FIRM appoints John P. Dacey, Esq. as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any

changes in this designation shall be promptly communicated in writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work. .
- e. Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.

 - i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT'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 any single source of fifty dollars (\$50.00) or less during any twelve-month period.”

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

4. THE DISTRICT'S RESPONSIBILITIES:

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or

modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

- b. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- c. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to,

Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:
Dr. Raúl Rodríguez
Chancellor
Rancho Santiago Community College District
2323 N Broadway, Suite 410
Santa Ana, CA 92706
Email: rodriguez_raul@rsccd.edu

To the FIRM:
Bergman Dacey Goldsmith, PLC
10880 Wilshire Blvd., Suite 900
Los Angeles, CA 90024
EMAIL: jdacey@bdgfirm.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT 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 the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other 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 DISTRICT, 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 services rendered effective as of the date of this AGREEMENT.

- 11. INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.
- a. Liability Insurance: Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
 - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
 - ii. The above insurance must be provided or written on an occurrence basis.
 - b. Workers' Compensation Insurance: The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
 - c. Professional Liability Insurance (Errors and Omissions): FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
 - d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.
- 12. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the

FIRM for injuries arising from services performed under this AGREEMENT.

13. **GOVERNING LAWS:** This AGREEMENT 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 AGREEMENT shall be brought in Orange County.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

AGREEMENT FOR PROFESSIONAL SERVICES

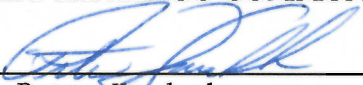
EXECUTED AS SET FORTH HEREINABOVE:

Bergman Dacey Goldsmith, PLC



By: _____
John P. Dacey, Esq.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By:  _____ 6/26/18
Name: Peter Hardash
Title: Vice Chancellor, Business Operations/Fiscal

Approved as to Form:

**AlvaradoSmith, a
Professional Law Corporation**

By:  _____
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Approval and Payment

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.
AlvaradoSmith APC
1 MacArthur Place, Suite 200
Santa Ana, CA 92707
Tel: 714-852-6800
rsmith@alvaradosmith.com

C. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed.

The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to

work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated

copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items:

(1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get

up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Hourly Rates (Billed at .10 minute increments)	
SHAREHOLDER/ OF COUNSEL	\$250/hr
ASSOCIATES	\$220/hr
PARALEGAL	\$150/hr

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Legal Services Agreement – Atkinson, Andelson, Loya, Rudd & Romo	
Action:	Request for Approval	

BACKGROUND

The District utilizes a number of law firms for specialized legal services. The law firm of Atkinson, Andelson, Loya, Rudd & Romo (AALRR) specializes in the representation of both private and public sector clients, with emphasis in the areas of employment, labor, construction, education, real estate, general business and business litigation, corporate, taxation, bankruptcy and immigration. AALRR has offices throughout the state including in Orange County.

ANALYSIS

Hourly rates for services remain the same and ranges from \$300 per hour for senior partners; \$285 for partners/senior counsel; \$275 for senior associates and \$265 for associates to \$200 for consultants and \$155-\$175 for paralegals, law clerks and assistants as well as other reimbursable costs as specified in Attachment A of the Agreement.

The term of this agreement is from July 1, 2020 through June 30, 2021.

Due to Covid-19 issues, it is recommended that all legal services contracts be extended for one year with the intention of preparing a request for proposal for legal services during this next fiscal year.

Ruben Smith, Esq., General Counsel to the Board of Trustees has reviewed and approved this agreement as presented.

RECOMMENDATION

It is recommended the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Atkinson, Andelson, Loya, Rudd & Romo as presented.

Fiscal Impact:	Based upon utilization	Board Date: June 15, 2020
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Rancho Santiago Community College District

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of May 26, 2020, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ATKINSON, ANDELSON, LOYA, RUDD & ROMO, a Professional Law Corporation (the "FIRM").

RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin on **July 1, 2020** and shall continue thereafter until **June 30, 2021**, unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. Supervising Attorney: The FIRM appoints Sharon J. Ormond, Esq. as the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the DISTRICT and is subject to

prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of Supervising Attorney shall be subject to prior written approval by the DISTRICT.

- b. **Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. **Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work.
- e. **Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
 - i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. **Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT'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 any single source of fifty dollars (\$50.00) or less during any twelve-month period.*”

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

- g.** The District acknowledges that from time to time the Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, the Law firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Chancellor or designee authority to consent to joint representation in the circumstances described in this paragraph.

4. THE DISTRICT’S RESPONSIBILITIES:

- a. Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT’s records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT’s operations and policies.
- b. Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT’s possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT’s behalf.

5. COMPENSATION:

- a. Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT’s “Billing Requirements,” attached hereto as Attachment “A” and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT’s amended Billing Requirements. Additionally, the FIRM’s request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT’s Billing Requirements.
- b. Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment “B” to this AGREEMENT. The

billing rates set forth in Attachment “B” shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT’s Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM’s overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment “B”. Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT’s Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT’s General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM’S invoice, provided they are approved by the District. FIRM’S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM’s billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. **TERMINATION:**

- a. **Termination and/or Suspension for the DISTRICT’s Convenience:** The FIRM’s services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT’s best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.

- i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.
- ii. Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

b. Notice of Termination: The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.

Termination for Professional Conflict of Interest: If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. DISPUTE RESOLUTION. In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in

Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

- 8. NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:

Marvin Martinez
Chancellor
Rancho Santiago Community College District
2323 N Broadway, Suite 410
Santa Ana, CA 92706
Email: martinez_marvin@rscd.edu

To the FIRM:

Sharon J. Ormond
Mark T. Palin
Atkinson, Andelson, Loya, Rudd & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703
Emails: sormond@aalrr.com

- 9. ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
- 10. INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT 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 the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to actor other 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 DISTRICT, 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 services rendered effective as of the date of this AGREEMENT.
- 11. INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.
- a. Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
 - i. Comprehensive General Liability insurance** endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
 - ii. The above insurance must be provided or written on an occurrence basis.**
 - b. Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
 - c. Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
 - d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a**

material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

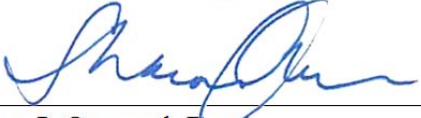
12. **INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.
13. **GOVERNING LAWS:** This AGREEMENT 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 AGREEMENT shall be brought in Orange County.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

AGREEMENT FOR PROFESSIONAL SERVICES

EXECUTED AS SET FORTH HEREINABOVE:

**ATKINSON, ANDELSON, LOYA, RUDD & ROMO,
a Professional Law Corporation**

By: 
Sharon J. Ormond, Esq.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____
Name: Peter j. Hardash
Title: Vice Chancellor of Business/Fiscal Operations

Approved as to Form:

**AlvaradoSmith, a
Professional Law Corporation**

By: _____
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Approval and Payment

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.
AlvaradoSmith APC
1 MacArthur Place, Suite 200
Santa Ana, CA 92707
Tel: 714-852-6800
rsmith@alvaradosmith.com

C. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual

time incurred. If an activity warrants a minimum billing entry it shall not exceed 1/10th (.10) of an hour. Minimum charges for any activity in any amount above 1/10th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls

must specify the participants and the subject matter discussed. The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal

doing the work and billing time on a single case.

Firm personnel may occasionally have to work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The

DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from

home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items: (1) Local telephone calls and all cellular phone charges; (2) Per-page fax charges; (3) Routine postage, such as U.S. Postal Service rates for letters; (4) File opening, file organization, or other administrative charges; (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained; (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case); (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable; (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills); (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing,); (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval; (11) Meals, except in conjunction with travel as authorized by the DISTRICT; (12) Entertainment; (13) Staff overtime charges; (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction

(e.g., research on local rules, special verdict forms, standards for motions for summary judgment); (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get up to speed; (16) Staffing inefficiencies caused by the unavailability of the FIRM's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g.,

Westlaw, Lexis-Nexis or other legal database charge), unless the service provides a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

<p>Hourly Rates (Billed at .10 minute increments)</p>

Senior Partners	\$300.00
Partners/ Senior Counsel	\$285.00
Senior Associates	\$275.00
Associates	\$265.00
Electronic Technology Litigation Specialist	\$265.00
Non-Legal Consultants	\$200.00
Senior Paralegals/Law Clerks	\$175.00
Paralegals/Legal Assistants	\$155.00

Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Lease between RSCCD 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 Evangelical Lutheran Church located at 1510 N Parton in Santa Ana. This location offers services to 125 children and families through the district's contract with the California Department of Education, Early Education and Support Services.

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, 2020 through December 31, 2020.

The lease costs are paid for by Child Development Services funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.

Fiscal Impact:	\$7,729 per month Not to exceed \$46,374	Board Date: June 15, 2020
Prepared by:	Janneth Linnell, Executive Director, Child Development Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

LEASE

1. **PARTIES.** This Lease ("Lease"), dated July 1, 2020 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 six (6) months commencing July 1, 2020 (the "Commencement Date") and ending on December 31, 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 dollars (\$5,814) per month for the Premises and one thousand nine hundred fifteen dollars (\$1,915) for the cleaning services and custodial and hygiene supplies for a total of seven thousand seven hundred twenty-nine dollars (\$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 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

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Landlord Tenant

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

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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

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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. MAINTENANCE, REPAIRS, ALTERATIONS AND COMMON AREA SERVICES.

10.1 **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.

10.2 Tenant's Obligations.

A. Notwithstanding Landlord's obligation to keep the Premises in good

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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.

10.3 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

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Term.

10.4 **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.

11. **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.

12. **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.

13. INSURANCE AND INDEMNITY.

13.1 **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.

13.2 **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.

13.3 **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.

13.4 **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

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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.

13.5 **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.

13.6 **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.

13.7 **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.

13.8 **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.

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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.

14. **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.

15. **REAL PROPERTY TAXES.**

15.1 **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.

15.2 **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.

16. **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.

17. **LANDLORD'S ACCESS.**

17.1 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,

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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.

17.2 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.

18. DAMAGE OR DESTRUCTION.

18.1 **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.

18.2 Premises Damage; Premises Project Partial Damage.

A. Insured Loss: Subject to the provisions of Sections 17.4 and 17.5, if at any

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Landlord Tenant

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.

18.3 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.

18.4 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

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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.

18.5 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.

18.6 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.

19. DEFAULT; REMEDIES.

19.1 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;

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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

19.2 **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.

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19.3 **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.

19.4 **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.

20. 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.

21. **PARKING.** Tenant shall be entitled to use non-reserved parking spaces at no cost to Tenant.

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Landlord Tenant

22. **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).

23. **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.

24. **TIME OF ESSENCE.** Time is of the essence with respect to the obligations to be performed under this Lease.

25. **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.

26. **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.

27. **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.

28. **COVENANTS AND CONDITIONS.** Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.

29. **BINDING EFFECT; CHOICE OF LAW.** Subject to any provisions hereof restricting

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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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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.

37. **AUTHORITY.** Tenant, and each individual executing this Lease on behalf of Tenant,

Initials: _____
Landlord Tenant

represents and warrant that such individual is duly authorized to execute and deliver this Lease on behalf of said entity.

38. **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.

39. **BINDING EFFECT.** This Lease shall become binding upon Landlord and Tenant only when fully executed by both Parties.

40. **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.

41. **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.

42. **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.

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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: _____

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Landlord Tenant

*

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.

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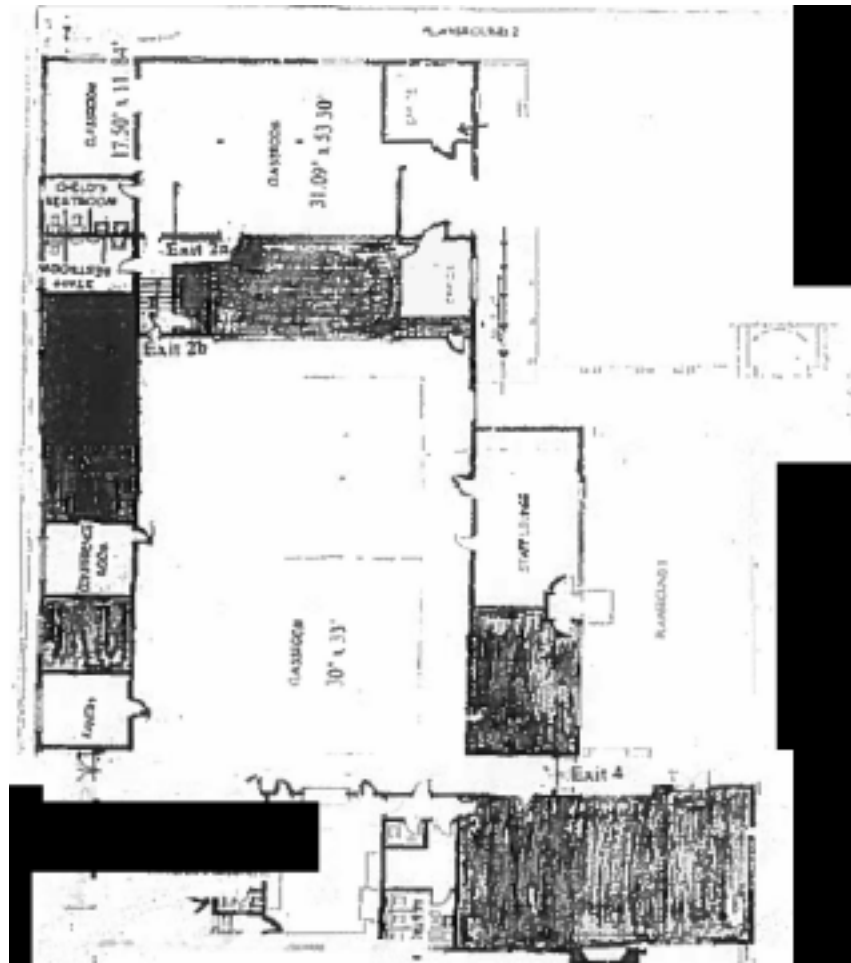
(19) 5.9 (19)

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.



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(20) 5.9 (20)

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
- Clean and disinfect all high-touch areas (light switches, door handles, etc.)
- 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
- Clean and disinfect all high-touch areas (light switches, door handles, etc.)
- Empty and refill all portable sinks' water containers as needed, up to twice daily

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

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(21) 5.9 (21)

Services to be performed in all restrooms

Daily

- Clean, disinfect, and polish the inside and out of toilets, urinals and fixtures
- Clean and sanitize all high touch surfaces (door handles, light switches, counters) 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, and doorframes

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
- Clean and disinfect all high-touch areas (light switches, door handles, etc.)

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

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(22)

5.9 (22)

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

To:	Board of Trustees	Date:	June 15, 2020
Re:	Approval of Settlement Agreement with Southwest Inspection & Testing for the New Johnson Student Center Project at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

On December 11, 2018, the District and Southwest Inspection & Testing (“Southwest”) entered into a special inspection and material testing consultant services agreement for the Santa Ana College new Johnson Student Center project. A component of the inspection services provided by Southwest is to perform non-destructive testing (“NDT”) of structural steel. On or about July 18, 2019, the District’s Division of State Architect (“DSA”) inspector discovered that Southwest Lab of Record (LOR) had not renewed their DSA certification for their lab to perform NDT testing and that their certification had expired. Southwest had already completed and performed the NDT testing on structural steel before it was discovered that the DSA certification for their lab had lapsed. To see the original agreement, please [click here](#).

As a result of Southwest’s failure to maintain the proper DSA certification in a timely fashion, Southwest had to hire RMA Group to reperform NDT testing on the structural steel to keep the project moving along. This delay and re-inspection impacted the delivery of structural steel to the job site. The subcontractor had to: unbundle steel materials that were ready to be delivered, re-handle steel and un-batch bundles to spread out in the yard and remove paint to allow for the LOR to re-inspect the necessary welds. Several pieces of steel were loaded and delivered out of sequence to the project site and many of the loads that were delivered were under optimal weight(s). Thus, causing an installation and erection delay as many of the pieces that were delivered required handling and crane time that took away from the critical path production work. Structural steel was originally to be delivered to the site August 12, 2019 but was delayed until August 19, 2019 and was reflected in the project schedule update from August 2019.

ANALYSIS:

As a result of this situation, the District met with McCarthy Building Companies and the subcontractor McWirter Steel to evaluate all time and cost impacts to the project. The District and construction manager, Linik Corp. reviewed in detail all of the re-work activities, conducted an analysis of the batches of re-inspection that were needed, visited the steel yard and analyzed the tickets and costs of re-batching and re-testing of steel bundle loads that were impacted.

The general contractor on the project, McCarthy Building Companies, was impacted in the amount of \$223,109.04. The District also incurred additional inspection costs of \$8,594.00, construction management costs of \$6,810.00 and legal fees of \$2,794.50, for a total damage of \$241,307.54.

On February 21, 2020, District legal counsel, Kimble Cook of Orbach Huff Suarez & Henderson, submitted a demand letter on behalf of the District to Southwest and its insurers to recover the District’s full damages of \$241,307.54. Southwest responded acknowledging liability but proposed a payment plan spanning over a year with the last payment to be made in March 2021. The District was not agreeable to the proposal and responded with a further payment demand to include interest at 4% on the Southwest proposed payment plan and desired an earlier repayment date rather than March 2021. After further negotiations between counsel and Southwest, Southwest agreed to pay the full lump sum of \$241,307.54 in exchange for a settlement and release of the District’s claim.

District staff in consultation with the District’s legal counsel, Kimble Cook of Orbach Huff Suarez & Henderson recommend settling the District’s pending claim against Southwest Testing & Inspection for \$241,307.54 (the “Settlement Sum”). The Settlement Sum fully compensates the District for all damages it incurred resulting from Southwest’s breach of contract for services performed on the District’s Johnson Student Center Project.

Therefore, District staff recommends that the Board approve the proposed Settlement Agreement & Release (attached) as it is a full recovery of the District’s damages and legal costs in pursuing this claim against Southwest.

This agreement is funded by Measure Q funds. The reimbursement of funds shall be returned as 1) a reimbursement credit back to the District’s contract contingency funds as part of the construction contract with McCarthy Building Companies for the project in the amount of \$223,109.04 and 2) including, reimbursing the District \$18,198.50 to cover additional inspection, construction management and legal fees.

RECOMMENDATION:

It is recommended the Board of Trustees approve the Settlement Agreement with Southwest Inspection & Testing for the New Johnson Student Center Project at Santa Ana College as presented.

Fiscal Impact:	\$241,307.54 reimbursement credit	Board Date: June 15, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("**Settlement Agreement**") is made and entered into as of _____ 2020 by and between **Rancho Santiago Community College District** ("**District**") and **Southwest Inspection & Testing, Inc.** ("**Southwest**"). The District and Southwest may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, on December 11, 2018, the District and Southwest entered into a Special Inspection and Material Testing Consultant Services Agreement ("**Agreement**") wherein the District agreed to compensate Southwest for the performance of special inspection and testing services in connection with the District's Johnson Student Center Project (ID #3035) ("**Project**"); and

WHEREAS, the Agreement provided:

- That Southwest would "at all times be qualified and approved by the Division of the State Architect [(**DSA**)] and [would] at all times maintain proper qualifications, to perform the duties of an act as a testing laboratory and/or special inspector on community college building construction projects to perform the services required by [the Agreement]"; and
- That Southwest would provide the District "all the inspection and/or testing services necessary to complete the [Project] as required by the DSA approved Construction Documents" and the Agreement, including the services set forth in Article I of the Agreement and Exhibit A thereto, which required Southwest to perform non-destructive testing ("**NDT**") as required by the District; and
- Southwest represented specifically that it was "qualified in all respects to provide to the [District] all of the services contemplated by [the Agreement] and, to the extent required by any applicable laws, [Southwest] had all such licenses and/or governmental approvals ... required to carry out and perform, for the benefit of the [District] such services" called for by the Agreement, and that Southwest would "at all times comply with all applicable federal, state, and local laws, rules, regulations, and ordinances" in performing the services required by the Agreement;

WHEREAS, a component of Southwest's services on the Project required that Southwest perform NDT for structural steel on the Project, and after Southwest had already performed this testing, the general contractor – McCarthy Building Companies, Inc. ("**McCarthy**") scheduled the mobilization and delivery of the structural steel for use on the Project to occur on August 9, 2019, with construction to commence utilizing this steel on August 12, 2019; and

WHEREAS, on or about July 18, 2019, after Southwest had already had performed NDT testing on the structural steel, the District discovered that Southwest lacked DSA certification to perform NDT testing, which required Southwest to hire RMA Group ("**RMA**") as a subconsultant to reperform the NDT testing on the structural steel; and

WHEREAS, as direct result of Southwest's failure to maintain the proper qualifications and/or certifications to perform NDT testing of the structural steel for the Project, and the required reinspection of the structural steel on the Project, the Project suffered significant cost, time, and efficiency impacts which increased the cost of the Project to the District in the amount of \$241,307.54 (collectively, "**Additional Cost Damages**"); and

WHEREAS, on February 21, 2020, the District tendered the recovery of the Additional Cost Damages to Southwest and its insurers; and

WHEREAS, the Parties have agreed to settle their disputes between them regarding the Additional Cost Damages and now enter into this Settlement Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

1. This Settlement Agreement is subject to approval by the District's Board of Trustees.
2. **Payment.** Within thirty (30) days of the final execution of this Settlement Agreement, Southwest shall pay to the District the total sum of **Two Hundred and Forty-One Thousand Three Hundred Seven Dollars and Fifty-Four Cents (\$241,307.54)** ("**Settlement Sum**").
3. **Release.**
 - a. It is the intention of the parties in executing this Settlement Agreement that each Party, upon the District's receipt of the Settlement Sum, does hereby fully and finally settle, release, relieve, acquit and forever discharge the other Party, and their officers, employees, administrators, assigns, agents, and representatives, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of the other party and all of their respective agents, employees, inspectors, assignees and transferees which arise out of the Claims.
 - b. The Parties, and each of them, represents and ensures that it is unaware of any claim, complaint, right, demand, debt, action, obligation, liability, or cause of action that it may have against the other Party that has not been addressed and released in this Agreement, with respect to the Claims only.
 - c. The Parties represent and warrant that no other person or entity has any interest in the claims, demands, or obligations referred to in this Agreement and that the Parties have not assigned or otherwise transferred any of their rights, actions, or claims for damages against any party to any other individual or entity prior to the execution of this Agreement.
 - d. Subject to the exceptions contained herein, the Parties, and each of them, understand and agree that, as to the specific issues released herein only, the foregoing releases are a full and final release applying to all claims encompassed in this Settlement Agreement of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected, past or present. The Parties, and each of them, also understand and agree to waive the provisions of California Civil Code Section 1542, which provide:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties have been and are represented by legal counsel, and they understand and acknowledge the significance and consequence of this waiver of California Civil Code Section 1542 and hereby assume full responsibility for any injuries, damages, losses, or liabilities that they may hereafter result therefrom as to the specific issues released herein.

4. **Attorney's Fees.** Each Party shall bear its own attorney's fees and costs as it relates solely to the prosecution or defense of the Claims. In any action or proceeding to enforce the terms, or otherwise arising out of a breach, of this Settlement Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
5. **Miscellaneous.**
 - a. The provisions of this Settlement Agreement are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Settlement Agreement shall also remain in full force and effect, and shall be enforceable.
 - b. This Agreement shall not be construed as an admission of liability or wrongdoing by any Party and may not be offered or received in evidence in any action or proceeding as evidence or an admission of liability or wrongdoing by any Party.
 - c. This Agreement constitutes the entire agreement between the Parties on the matters addressed herein. This Agreement supersedes all prior agreements, written or oral, between or among the Parties. There are no other understandings or agreements, verbal or otherwise, among the Parties. No other agreement, statement, or promise made by one party to another as to any matter addressed in this Agreement shall be binding or valid. This Agreement cannot be orally modified.
 - d. This Settlement Agreement is the result of negotiations between the District and Southwest who have negotiated and reviewed its terms. The fact that one Party may have drafted some, most, or all of this Settlement Agreement shall not be used to interpret any ambiguity or dispute.
 - e. The Parties warrant that they have full ownership of the claims released by them and that the persons executing this Acknowledgment have full authority to execute this Settlement Agreement on their behalf.
 - f. This Settlement Agreement is binding upon the Parties and their parent companies, subsidiaries, successors, assigns, and related entities.
 - g. The Parties certify that they have not received any representations, promises or inducements from the other party or their representatives other than those expressed in this Settlement Agreement. The Parties further certify that, in entering into this Settlement Agreement, they are relying upon their knowledge and understanding of their damages and liability or lack of liability therefore rather than on any representations from other parties on these subjects.

- h. No provision of this Settlement Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the respective Parties.
- i. The Parties hereby agree to execute all such other documents and to take all such other actions as may be reasonably necessary to effectuate the purposes of this Settlement Agreement, including the Stipulated Judgment if required as provided for herein.
- j. This Settlement Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Settlement Agreement shall be determined and governed by the laws of the State of California. The County in which the District's administrative offices are located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Settlement Agreement.
- k. This Settlement Agreement may be executed in any one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The transmission of an executed signature page by any party may also be accomplished via facsimile or via electronic transmission, and such copies of such documents may be treated as if they were originals.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By (Signature): _____

Print Name: _____

Print Title: _____

Dated: _____, 2020

SOUTHWEST TESTING & INSPECTION, INC.

By (Signature): _____

Print Name: _____

Print Title: _____

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Five Year Construction Plan (2022-2026) 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 August 1, 2020. 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 instructional delivery locations, a list of initial project proposals that the District is seeking applications for state funding as well as a description of identified locally funded projects that include current or future projects (see attached list). The list provided in the plan is for the purposes of meeting the State's requirements and is not intended to be an exhaustive list of every project discussed or contemplated in the campus Facility Master Plan. Each year, this list is reviewed, updated with current project descriptions, and space inventory to meet the State Chancellor's Office planning requirements. A summary is attached showing the projects outlined in the Five Year Construction Plan.

The District is resubmitting initial project proposals (IPPs) to be considered for state funding in its Five Year Construction Plan 2022-2026, which is one of the first steps in the state process to become eligible for state facility project funding. The IPPs for this year (2023-2024) are competing with all other community college IPPs to be eligible for state funding in the 2023-2024 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 re-submitting IPPs the same applications as the prior year. The state is also currently reviewing the current funding model and eligibility requirements for state funded projects. Therefore, the applications may need to change in the future.

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 2023-2024 State (IPPs) as follows:

2023-2024 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 – Applied 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 2022-2026 requires approval by the Board of Trustees.

RECOMMENDATION:

It is recommended the Board of Trustees approve the Five Year Construction Plan (2022-2026) and Initial Project Proposals (IPPs) for Santa Ana College and Santiago Canyon College as presented.

Fiscal Impact:	Varies with each project	Board Date: June 15, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

RSCCD Five Year Capital Construction Plan 2022-2026
Summary Project List (State and Local Funded Projects)

Updated 05/15/2020

Project	Campus	Estimated Year of Target 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	22/23	\$40,948,000 ²	\$20,729,000	\$20,219,000	FPP and DSA Approved
						Pending approval from State for Bid Phase
Bldg A Reconfiguration (First Floor) Career Ed Workforce Development and Human Services and Technology Div	SAC	23/24	\$5,000,000 ³	Locally funded	\$5,000,000	In Planning Phase
Campus Entrance Site Improvements	SAC	23/24	\$10,000,000 ³	Locally funded	\$10,000,000	In Planning Phase
Barrier Removal/Campus Entrance Site Improvements Phase 1	SCC	23/24	\$10,000,000 ³	Locally funded	\$10,000,000	In Planning Phase
Barrier Removal/Campus Entrance Site Improvements Phase 2	SCC	24/25	Included as part of Phase 1 project	Locally funded	Included in above budget	In Planning Phase
OEC Environmental Remediation Phase	SCC	21/22*	Included as part of OEC replacement	Locally funded	Included in below budget	In Planning Phase
OEC Replacement	SCC	25/26	\$34,667,295 ⁴	Locally funded	\$34,667,295	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. Russell Hall Replacement project estimated District contribution is \$38,071,000 based on last updated budget from 2019 but the plan must reflect only the JCAF32 budget as noted in this table.

³ Estimated budget 2020 for planning phase and may be subject to future budget updates.

⁴ Estimated budget 2016 for planning phase and may be subject to future budget updates.

⁵ Estimated budget 2019 for planning phase and may be subject to future budget updates.

*Denotes start of remediation phase.

5.11 (3)

Note: This list is not intended to be a comprehensive list of all projects noted in the Colleges' Facility Master Plans as projects may be reprioritized when deemed necessary. This list is for planning purposes to meet the State's requirement of submitting an annual Five Year Capital Construction Plan which identifies projects that are currently in construction and for projects that may be submitted as potential state funded project applications for the year or other locally funded capital projects.

CEC Renovation/Replacement	CEC	25/26	\$50,000,000 ³	Locally Funded	\$50,000,000	In Planning Phase
Student Services & Student Life Building Phase 1	SCC	27/28	\$38,717,011 ²	\$17,526,531	\$21,190,480	Pending IPP Resubmittal in 2020, In Planning Phase
Learning Commons (Library)	SAC	27/28	\$61,996,686 ²	\$31,251,601	\$30,745,085	Pending IPP Resubmittal in 2020, In Planning Phase
Applied Technology Center	SAC	27/28	\$49,497,249 ²	\$24,752,066	\$24,745,183	Pending IPP Resubmittal in 2020, In Planning Phase.
Visual & Performing Arts Center	SAC	27/28	\$36,297,808 ²	\$18,200,310	\$18,097,498	Pending IPP Resubmittal in 2020, In Planning Phase
Parking Structure	SAC	27/28	\$31,000,000 ⁵	Locally funded	\$31,000,000	In Planning Phase
Secondary Effects – Building A (Chavez)	SAC	28/29	\$6,575,000 ⁵	Locally funded	\$6,575,000	In Planning Phase
Secondary Effects – Building D (Dunlap Hall)	SAC	28/29	\$4,671,000 ⁵	Locally funded	\$4,671,000	In Planning Phase
Student Services & Student Life Building Phase 2	SCC	28/29	\$36,000,000 ⁵	Locally funded	\$36,000,000	In Planning Phase
Secondary Effects – Modernization of Building E	SCC	28/29	\$8,282,000 ⁵	Locally funded	\$8,282,000	In Planning Phase
Secondary Effects – Modernization of Building D	SCC	28/29	\$4,526,000 ⁵	Locally funded	\$4,526,000	In Planning Phase
Secondary Effects – Conversion of Science Lab	SCC	28/29	\$2,195,000 ⁵	Locally funded	\$2,195,000	In Planning Phase
Secondary Effects – Modernization of LRC	SCC	28/29	\$507,000 ⁵	Locally funded	\$507,000	In Planning Phase
Upper Fields/Athletic Complex	SCC	29/30	\$25,000,000 ⁵	Locally funded	\$25,000,000	In Planning Phase
Fine & Performing Arts	SCC	29/30	\$82,700,000 ³	Locally funded	\$82,700,000	In Planning Phase
Central Plant & Infrastructure	SCC	29/30	\$65,000,000 ⁵	Locally funded	\$65,000,000	In Planning Phase

5.11 (4)

⁵ Estimated budget 2019 for planning phase and may be subject to future budget updates.

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Five-Year Software Support Service Agreement with Ellucian, Inc.	
Action:	Request for Approval	

BACKGROUND

On June 15, 2015, the Board of Trustees approved a five-year maintenance advantage program with Ellucian, Inc. which will end June 30, 2020. The vendor is the proprietary service provider of Colleague ERP software acquired by the district in 2007. The Colleague ERP software comprises Student, Finance, H/R, Ellucian Mobile and other various modules and applications.

ANALYSIS

The district would like to enter into a new five-year agreement for software support with Ellucian, Inc. commencing July 1, 2020 and ending June 30, 2025. The subscription fee for the first year is \$513,345 and an annual increase not to exceed 5% year over year for the four years thereafter.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the Five-Year Software Support Service Agreement with Ellucian, Inc. as presented.

Fiscal Impact:	\$513,345 annually with year over year increases not to exceed 5%	Board Date: June 15, 2020
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



SOFTWARE SUPPORT SERVICES ORDER FORM

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
("Client")**

As of the latest signing date below, **ELLUCIAN COMPANY L.P.** (hereafter referred to as "Ellucian") and Client agree that the most recent underlying agreement between the parties related to software support services or maintenance ("Agreement"), amended as follows, will apply to this Software Support Services Order Form ("Order Form"), which will constitute a separate and independent contract between the parties hereto. By the execution below, each party represents and warrants that it is bound by the signature of its respective signatory for the attached non-cancellable Order Form. Except as amended by the Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under the Order Form are in addition to, and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any software or any future software, product or service.

In connection with the Software identified in the Software Support Services Table below, Ellucian will provide Client with Software Support Services for the Baseline Software pursuant to this Order Form at the fees provided herein. Software Support Services means, collectively, maintenance, improvements, and new releases as those terms are defined in the Agreement. The term "Contract Year" shall mean each period of twelve (12) months beginning July 1 and ending June 30 through the Expiration Date specified below.

Services Limitations. All Software Support Services will be part of the applicable Baseline Software and will be subject to all of the terms and conditions of the Agreement. Ellucian's obligation to provide Client with Software Support Services for Baseline Software owned by parties other than Ellucian is limited to providing Client with the software support services that the applicable third party owner provides to Ellucian for that Baseline Software. In this regard, to the extent that an agreement authorizing Ellucian to resell or sublicense a third party's Baseline Software is terminated or expires prior to the Expiration Date, or prior to the expiration of any renewal term, for that Baseline Software, then Ellucian's obligation to provide Software Support Services to Client for that Baseline Software, and Client's obligation to pay Ellucian for same, shall automatically terminate simultaneously with the termination or expiration of the relevant agreement. Client must provide Ellucian with such facilities, equipment and support as are reasonably necessary for Ellucian to perform its obligations under the Agreement, including remote access to the Equipment.

Client is obtaining Software Support Services for the following Software for the fees stated in the Software Support Services Table(s) and the notes thereto (below):

SOFTWARE SUPPORT SERVICES TABLE - PAID IN ADVANCE

COMMENCEMENT DATE: July 1, 2020

EXPIRATION DATE: June 30, 2025

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: due on July 1, 2020

Baseline Software	Maintenance Standards	Initial Payment Amount
Core CORE COLLEAGUE MAINTENANCE DATA DEFENSE	Advantage	\$83,157
Student STUDENT PLANNING MAINTENANCE STUDENT SYSTEM MAINTENANCE WEBADVISOR- INSTANT ENROLLMENT MAINTENANCE	Advantage	\$126,223

CAMPUS ORGANIZATION MAINTENANCE CALIFORNIA GOLD MAINTENANCE		
Finance COLLEAGUE FINANCE SYSTEM MAINTENANCE FIXED ASSETS MAINTENANCE FIXED ASSETS IMPORT UTILITY MAINTENANCE	Advantage	\$40,789
Human Resources HUMAN RESOURCES MAINTENANCE PAYROLL MAINTENANCE HR POSITION BUDGETING MAINTENANCE EMPLOYMENT ACTIONS MAINTENANCE	Advantage	\$28,781
Per User PER USER 0-200 MAINTENANCE PER USER 201-300 MAINTENANCE PER USER 301-400 MAINTENANCE UNRESTRICTED USERS APPLICATION SERVER	Advantage	\$75,884 \$20,184 \$13,413 \$11,243
Application Development Environment COLLEAGUE STUDIO TOOL MAINTENANCE	Advantage	\$30,953
Other ELLUCIAN MOBILE - APPLICATION EDITION MAINTENANCE ELECTRONIC APPLICATION UTILITY ANNUAL LICENSE OFFICIAL PAYMENT ECOMMERCE GATEWAY MAINTENANCE	Advantage	\$21,667 \$6,312 \$15,693
Partner APPLICATION SERVER 0-100 PARTNER MAINTENANCE APPLICATION SERVER 101-200 PARTNER MAINTENANCE APPLICATION SERVER 201-300 PARTNER MAINTENANCE APPLICATION SERVER 301-400 PARTNER MAINTENANCE APPLICATION SERVER 401-500 PARTNER MAINTENANCE	Advantage	\$11,496 \$9,963 \$8,560 \$7,154 \$1,873
Initial Payment Amount (covers the Contract Year July 1, 2020 through June 30, 2021)		\$513,345

In performing the Software Support Services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

Payment Terms: For the software identified in the Software Support Services Table above, Ellucian’s obligation to provide Software Support Services and Client’s obligation to make payment for such Software Support Services shall each commence on the Commencement Date and continue through the Expiration Date. Unless the Agreement provides different payment terms with respect to Software Support Services, Client’s payments under this Order Form will be due within thirty (30) days of the date of Ellucian’s invoices:

(a) The Initial Payment Amount stated above is the total that would be due from Client for Software Support Services fees for the initial full twelve (12) month period and shall be due and payable on the First Annual Contract Year Payment Date as specified in the Software Support Services Table.

(b) With respect to Software Support Services for the Software identified in the table above, for each subsequent Contract Year through the Expiration Date, Software Support Services fees will be specified by Ellucian in an annual invoice and may increase by not more than 5% over the amount payable for Software Support Services for the immediately preceding Contract Year. Ellucian will invoice Client for such fees in full, in advance, on or before the start of the applicable Contract Year for which such Software Support Services fees are being remitted.

(c) Following the Expiration Date specified herein, unless the parties have negotiated a new agreement or an extension or modification to the terms hereof, Ellucian shall be under no obligation to continue to provide Software Support Services (and therefore Client shall have no prospective (new) liability for payment for Software Support Services following the Expiration Date.

Maintenance Standards. The hours during which Software Support Services will be provided for the Baseline Software, the targeted response times for certain defined categories of Software Support Services calls for the Baseline Software, and other details and procedures (collectively, the “Maintenance Standards”) relating to the provision of Software Support Services for the Baseline Software are specified in further detail in the Resource Library Section at: <https://www.ellucian.com/assets/en/solution-sheet/maintenance-advantage-program.pdf>. To the extent that a different Maintenance Standard applies to certain Baseline Software than that which applies to others, the Maintenance Standard applicable to the Baseline Software will be described in the table(s).

Use of Client Data. Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, client data solely for the purposes of performing Ellucian’s obligations under this Order Form and complying with applicable law; (b) to use and otherwise process client data for Ellucian’s internal business purposes, including development, analysis and corrective purposes in connection with the Software and Services, and for otherwise improving and enhancing the Software and Services or Ellucian’s business; and (c) to use or otherwise process Aggregated Data for Ellucian’s business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. “Aggregated Data” means data derived from client data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer.

Ellucian	Client
By: _____ <i>Authorized Signature</i>	By: _____ <i>Authorized Signature</i>
Name: <u>Peter J. Hardash</u> <i>Printed</i>	Name: _____ <i>Printed</i>
Title: <u>Vice Chancellor - Business Operations/Fiscal Services</u>	Title: _____
Date: _____	Date: _____

The later date of signature above is the “Execution Date” of this Order Form.

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Amendment to Agreement with Ellucian, Inc. for Professional Services	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement to extend time only. On July 15, 2019, the Board approved the agreement with Ellucian, Inc. to update the District's reporting solution, conduct maintenance and cleanup processes to improve system performance, and establish best operational practices. Significant portion of the project has been completed but additional time is required to finalize system process analysis regarding the CCFS-320 report, currently in progress.

ANALYSIS

This amendment will extend the contract duration from June 30, 2020 to July 31, 2020. There are no additional costs to the contract amount, which remains based on a not-to-exceed fee of \$183,640. The District has reviewed the amendment and has found the time extension to be sufficient and reasonable to complete the work.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the amendment to agreement with Ellucian, Inc. for professional services as presented.

Fiscal Impact:	N/A	Board Date: June 15, 2020
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Project Change Request

Change Request Details:

Title	Rancho Santiago Community College District – 320 Engagement and Contract Extension		
Request #:	05	Request Date:	6/9/2020
Client Name:	Rancho Santiago Community College District	Project:	Rancho Santiago Community College District - Optimization Services Phase 1, 2019
Requestor:	Jesse Gonzalez	Requestor Phone:	
Ellucian Project Manager:	Adelina Munjone	Ellucian Delivery Director:	Ranga Narayanan
Change Type:	<input checked="" type="checkbox"/> Scope <input type="checkbox"/> Contract Milestone <input type="checkbox"/> Key Personnel <input type="checkbox"/> Future Hours Concession <input type="checkbox"/> Budget <input checked="" type="checkbox"/> Delivery Date <input type="checkbox"/> Repurpose Funds <input checked="" type="checkbox"/> WBS Rate/Date Ext		

Description of Requested Change

Rancho Santiago Community College District would like to amend the existing work order signed Peter J. Hardash and John McMonagle III and Joan Haynes on July 18, 2019, to repurpose 25 hours from the Project Management hours to deliver the below Statement of Work and extend the contract duration period from June 30th, 2020 to be through July 31st, 2020. All terms and conditions from the original agreement remain in force.

Rancho Santiago Community College District Consulting Scope of Work (“SOW”)

Overview

During the proposed scope of services, Ellucian will assist the client with training and consulting on the CCFS-320 report.

Service Description

Engagement	High Level Tasks	Deliverables	Hours
Cal-MIS – 320 Report Consulting	Review with the client the setup of the required translation tables and get those tables populated correctly.		1
	Run the processes and review the results with the client.		8
	Assist with the development of additional processing to obtain any additional reports wanted by the Chancellor’s Office but not included in the baseline delivered product.	Computed columns and saved lists.	8
	Create an End User Documentation Manual on process.	Word Document – End User Documentation for CCFS-320 Processing	8
		Total Hours:	25 hours

Service Assumptions

- Project Management services are included separately as a part of this project.
- All services delivered remote, unless otherwise indicated.

Out of Scope

Consulting on or review of the other Cal-MIS related processes

Impact Analysis and Recommendations:

Impact to Scope:	See Description of Requested Change
Impact to Schedule:	Services to be scheduled upon CR signature
Impact to Effort:	See Description of Requested Change
Impact to Cost:	No additional budget is added to the contract.
Other Impacts:	N/A
Recommendations:	N/A

Approvals:

Role	Name	Signature	Date
Client Executive Sponsor:	Peter J. Hardash		
Client Project Sponsor:	Jesse Gonzalez		
Client Project Manager:	Stuart Davis		
Ellucian Delivery Director	Ranga Narayanan	<i>Ranga Narayanan</i>	6/9/2020
Ellucian Project Manager:	Adelina Munjone	<i>Adelina Munjone</i>	6/9/2020

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Adoption of Resolution No. 20-09, to Approve Contracts for the Procurement of Microscopes, Specialized Engineering Equipment and Related Equipment and Services	
Action:	Request for Adoption	

BACKGROUND

The District must purchase new microscopes and specialized engineering equipment to properly equip the new Science Center at Santa Ana College.

ANALYSIS

On April 7, 2020 the District's Bid #1383, Purchase of Microscopes for the new Science Center at Santa Ana College closed. Only one bid was received and was deemed non-responsive. The Board of Trustees approved the rejection of bid at the May 11, 2020 Board meeting.

On April 14, 2020 the District's Bid #1384, Purchase of Engineering Equipment for the new Science Center at Santa Ana College closed. Three bids were received, one item to be awarded and two were deemed non-responsive. The Board of Trustees approved the award of one item and rejection of two items at the May 26, 2020 Board meeting.

District staff, in consultation with the District's legal counsel, Hugh Lee of Atkinson, Andelson, Loya, Ruud & Romo have evaluated and considered other options to procure the microscopes and specialized engineering equipment including, but not limited to, cooperative purchasing agreements, however, the cooperative contracts available do not meet all legal requirements applicable to the District. As re-bidding would not produce any advantage to the District, the Board of Trustees is asked to adopt Resolution No. 20-09, to Approve Contracts for the Procurement of Microscopes, Specialized Engineering Equipment and Related Equipment and Services without a competitive bidding process as detailed in Section 4 as attached.

RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 20-09, to Approve Contracts for the Procurement of Microscopes, Specialized Engineering Equipment and Related Equipment and Services without competitive bidding as presented.

Fiscal Impact:	N/A	Board Date: June 15, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**RESOLUTION TO APPROVE CONTRACTS FOR THE PROCUREMENT OF
MICROSCOPES, SPECIALIZED ENGINEERING EQUIPMENT, AND RELATED
EQUIPMENT AND SERVICES**

RESOLUTION NO. 20-09

WHEREAS, the Rancho Santiago Community College District (“District”) is currently constructing the new Science Center at Santa Ana College (“Project”);

WHEREAS, District must purchase new microscopes and specialized engineering equipment to properly equip the Project for use by professors and for the instruction of students;

WHEREAS, the District prepared, advertised, and let competitive bids for the purchase of microscopes and related equipment and services pursuant to Public Contract Code section 20651 (“Microscope Bid”);

WHEREAS, on April 7, 2020, the District received only one bid for the Microscope Bid which was submitted by Olympus, but this one bid received was deemed non-responsive;

WHEREAS, prepared, advertised, and let competitive bids for the purchase of seven different pieces of specialized engineering equipment and related equipment and services pursuant to Public Contract Code section 20651 (“Engineering Equipment Bid”);

WHEREAS, on April 14, 2020, the District received only three bids (one bid each for three of the seven pieces of the engineering equipment), with two of the three bids being deemed non-responsive;

WHEREAS, District staff believes that a limited number of bids were received and only one bid was responsive due to several reasons including, but not limited to, the current COVID-19 pandemic and its restrictions, inexperience with the competitive bidding process and requirements by potential vendors who are able to supply the required microscopes and specialized engineering equipment, and the complexity, number of factors, and variables the bidders had to consider when submitting a bid;

WHEREAS, District staff evaluated and considered other options to procure the microscopes and specialized engineering equipment including, but not limited to, cooperative purchasing agreements from the University of California and E&I Cooperative Services; however, legal counsel and District staff could not confirm and verify that these alternative cooperative purchasing agreements meet all legal requirements applicable to the District;

WHEREAS, District staff believes that if the District were to issue another Microscope Bid and another Engineering Equipment Bid, the bid results would be similar, and it would work an incongruity and that there would be no advantage to rebid Microscope Bid and Engineering Equipment Bid; and

WHEREAS, the cases of Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 hold that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage for the District.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE:

Section 1. That the above recitals are all true and correct.

Section 2. That due to the current COVID-19 pandemic and its restrictions, inexperience with the competitive bidding process and requirements by potential vendors who are able to supply the required microscopes and specialized engineering equipment, and the complexity, number of factors, and variables the bidders have to consider when submitting a bid, the District anticipates similar results if it rebids the Microscope Bid and Engineering Equipment Bid.

Section 3. That based on the facts and issues noted in the Resolution, it would work an incongruity and not produce any advantage for the District to rebid the Microscope Bid and Engineering Equipment Bid.

Section 4. That the Board hereby delegates to the District’s Director of Purchasing Services, who is hereby authorized and directed, pursuant to a majority of the vote of the Governing Board and Education Code section 81655 and similar statutes, the authority to perform the following, all subject to Board ratification: (a) obtain prices and quotes from various vendors to provide all necessary microscopes, specialized engineering equipment and related equipment and services required for the new Science Center at Santa Ana College ; (b) based on the prices received, to determine whether it is in the District’s best interest to accept or reject the one responsive bid received for the Engineering Equipment Bid; (c) execute contracts and other required documents to procure all necessary microscopes, specialized engineering equipment and related equipment and services; and (d) otherwise carry out the intent of this Resolution.

Section 5. That this Resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED by the Governing Board of Trustees of the Rancho Santiago Community College District on June 15, 2020, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

I, Phillip Yarbrough, Clerk of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

Secretary

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Foundation for California Community Colleges (FCCC) Contract with Hit Labs, Inc. – Master Agreement No. 00002934	
Action:	Request for Approval	

BACKGROUND

The Rancho Santiago Community College District wishes to utilize the Foundation for California Community Colleges (FCCC), Master Agreement No. 00002934 for the purchase of Pronto software offered by Hit Labs for communication platform software. To utilize this contract, Board of Trustees approval is required.

ANALYSIS

Pronto software is used by all Canvas users to assist instructors to communicate more effectively with their students. It also helps to foster student-to-student communication and collaboration which is an important component of Title V. During a time of remote live instruction, it is important to keep our lines of communication open with our students. Pronto software has been vetted by Information Technology Services and recommended for utilization districtwide. The FCCC entered into a Master Services Agreement with Hit Labs, Inc. (supplier) for use by California community colleges for the period December 20, 2019 through December 19, 2022 with an option to extend up to two additional one year terms. Utilization of this contract will allow the District to purchase Pronto software from Hit Labs.

To view FCCC Agreement No. 00002934 please [click here](#).

This software is funded by the ITS operating budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the District's use of the Foundation for California Community Colleges (FCCC) contract with Hit Labs – Master Agreement No. 00002934 including renewals, future addendums, supplements and extensions as presented.

Fiscal Impact:	\$36,123 for FY 2020/2021	Board Date: June 15, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Foundation for California Community Colleges (FCCC) Contract with Konica Minolta Business Solutions, U.S.A., Inc. – Agreement No. 00003237	
Action:	Request for Approval	

BACKGROUND

The Rancho Santiago Community College District wishes to utilize the Foundation for California Community Colleges (FCCC) Agreement No. 00003237 for the purchase, lease, installation, maintenance and warranty of hardware, multifunctional copiers, accessories and related software services on an as needed basis. This contract allows the District to expand our procurement options for various models of copiers. To utilize this contract, Board of Trustees approval is required.

ANALYSIS

On February 22, 2016 the Board of Trustees approved the use of the FCCC Administrative Services Agreement #CB 13-001 and CB 13-011 for the purchase, lease, maintenance and related software for Konica Minolta Business Solutions products. This contract expired on September 10, 2019. The FCCC entered into a new Administrative Services Agreement with Konica Minolta Business Solutions, U.S.A., Inc. for use by California community colleges for the period March 12, 2020 through April 4, 2024. Utilization of this contract will allow the District to purchase, lease and maintain copiers for newly constructed buildings districtwide and will also allow the District to renew leases due to expire.

To view FCCC Agreement No. 00003237 please [click here](#).

RECOMMENDATION

It is recommended the Board of Trustees approve the District's use of the Foundation for California Community Colleges (FCCC) contract with Konica Minolta Business Solutions, U.S.A., Inc. – Agreement No. 00003237 including renewals, future addendums, supplements and extensions as presented.

Fiscal Impact:	Based on Utilization	Board Date: June 15, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of the 2020-2021 Contract Listing	
Action:	Request for Approval	

BACKGROUND

As per Board Policy 6630 and Administrative Regulation 6330, all contracts over \$15,000 require Board of Trustees approval in advance.

ANALYSIS

Contract renewal pricing is solicited in the spring of each year for departments throughout the District entering into a new year of service beginning in the new fiscal year, July 1, 2020 through June 30, 2021. The attached spreadsheet lists vendor, department utilizing the services, description of services and estimated cost for the term of service. These contracts exceed the \$15,000 limit, therefore Board of Trustees approval is required. Multi-year contracts that do not expire on June 30, 2020 are not included on this listing.

It is the desire of the District to have all contracts run concurrently with the fiscal year. Other contracts that expire mid-fiscal year along with new contracts will be brought to the Board of Trustees for approval at a later date.

RECOMMENDATION

It is recommended the Board of Trustees approve the 2020-2021 contract listing as presented.

Fiscal Impact:	\$896,840.97 (Estimated)	Date: June 15, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**District Contract Renewals For 2020-2021
\$15,000 Above**

Vendor	Department	Service	Estimated		Period	
			Cost for 20-21	Term	From	To
Ad Astra Information System	ITS	Astra Schedule Hosting, Blue (FTE 20,000 or larger, interface maintenance fee) used to track classroom and lab utilization districtwide.	\$16,300	1 year	09-20-20	09-19-21
Certified Transportation	Districtwide	Transportation Services for local trips using school and mini-coach busses	\$45,000	1 year	07-01-20	06-30-21
Community College League of California	ITS	Turnitin academic plagiarism identification software	\$80,642.98	1 year	08-01-20	07-31-21
Community College League of California	Library - SAC	Electronic Library Subscriptions for academic resources including magazines, newspapers, and journals	\$39,869	1 year	07-01-20	06-30-21
Community College League of California	Library - SCC	Electronic Library Subscriptions for academic resources including magazines, newspapers, journals, and ebooks	\$41,684	1 year	07-01-20	06-30-21
Foundation for Calif Community Colleges	Facility Planning - DO	Fusion License for Facilities Utilization & Space Inventory	\$23,848.53	1 year	07-01-20	06-30-21
Gold Coast Tour	Districtwide	Transportation Services for long distance and out-of-state trips	\$45,000	1 year	07-01-20	06-30-21
Hyland LLC	ITS	Perceptive, CaptureNow and ImageNow software licesnce support for workflow and imaging solutions used to process approvals for employee absense requests, budget transfer requests, employee status change forms and timecards	\$41,589.61	1 year	07-01-20	06-30-21
Kelly Paper	Publications	Paper supplies for printing projects	\$15,000	1 year	07-01-20	06-30-21
Online Computer Library Center (OCLC)	SAC - Library	Worldshare Management Service software for Library resource search engine and operations system.	\$35,636	1 year	07-01-20	06-30-21
SectorPoint Inc (Formerly School Web Services)	ITS	Software support - SWS Dynamic Web Suite for SAC, SCC & DO websites	\$60,000	1 year (2 of 3)	07-01-20	06-30-21
SectorPoint Inc (Formerly School Web Services)	ITS	Remote service provision (RSP) for support of SAC, SCC, DO & intranet websites to provide software support for change requests	\$72,000	1 year	07-01-20	06-30-21

Vendor	Department	Service	<u>Estimated</u>		<u>Period</u>	
			Cost for 20-21	Term	From	To
So Cal Land Maintenance	M&O - SCC	Sports field maintenance	\$92,400	1 year (4 of 5)	07-01-20	06-30-21
VPLS Solutions	ITS	Aruba wireless networking software license & support for districtwide Wi-Fi system	\$39,169.95	1 year	07-01-20	06-30-21
Veritiv	Publications	Paper supplies for printing projects	\$15,000	1 year (2 of 3)	07-01-20	06-30-21
Wilcon	Districtwide	Dark Fiber Connectivity service fee	\$186,000	1 year (8 of 10)	07-01-20	06-30-21
Wilcon	OEC - CWPC	Dark Fiber Connectivity service fee	\$47,700	1 year (5 of 10)	07-01-20	06-30-21

Grand Total

\$896,840.07

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-B0001835	04/29/20	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	9,531.39
20-B0001836	04/29/20	79	Auxiliary Services Office	Other Operating Exp & Services	WELLSPRING SOFTWARE INC	88.04
20-B0001837	04/29/20	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	6,949.75
20-P0061260	04/29/20	11	Manufacturing Technology	Contracted Repair Services	ORANGE COUNTY INDUSTRIAL SEWING MACHINE CO	431.84
20-P0061261	04/29/20	12	Safety & Parking - DO	Contracted Services	NICOLE MILLER & ASSOC INC	255.00
20-P0061262	04/29/20	11	CJ/Academies	Contracted Services	AMERICAN CITY PEST CONTROL INC	978.26
20-P0061263	04/29/20	41	Facility Planning Office	Site Improv - DSA Fees	DEPT OF GENERAL SERVICES	813.50
20-P0061264	04/29/20	12	Career Education Office	Food and Food Service Supplies	PARADISE BAKERY & CAFE	1,262.81
20-P0061265	04/29/20	11	Admin Services Office	Inst Dues & Memberships	SOUTH COAST HIGHER EDUCATION COUNCIL	50.00
20-P0061266	04/29/20	12	Career Education Office	Food and Food Service Supplies	PARADISE BAKERY & CAFE	1,168.52
20-P0061267	04/29/20	11	CJ/Academies	Contracted Services	PYRO-COMM SYSTEMS, INC.	1,800.00
20-P0061268	04/29/20	33	EHS Administration	Software License and Fees	PARENTS AS TEACHERS NATL CENTER	240.00
20-P0061269	04/29/20	11	Human Svcs & Technology Office	Software License and Fees	SIMUCASE LLC	3,717.00
20-P0061270	04/29/20	12	Upward Bound	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	425.00
20-P0061271	04/29/20	12	Talent Search	Awards & Incentives	HOUSE OF TROPHIES & AWARDS INC	730.37
20-P0061272	04/29/20	41	Facility Planning Office	Site Improv - DSA Fees	DEPT OF GENERAL SERVICES	698.75
20-P0061273	04/29/20	41	Facility Planning Office	Bldg Impr - DSA Fees	DEPT OF GENERAL SERVICES	161.25
20-P0061274	04/29/20	41	Facility Planning Office	Buildings - DSA Fees	DEPT OF GENERAL SERVICES	4,748.50
20-P0061275	04/29/20	43	Facility Planning Office	Buildings - OCIP	ARTHUR J. GALLAGHER & CO.	1,459.96
* 20-P0061276	04/30/20	11	Educational Multimedia Service	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	1,614.09
* 20-P0061276	04/30/20	12	Business Division Office	Instructional Supplies	B & H PHOTO VIDEO INC	730.41
PO Amt Total for * 20-P0061276:						2,344.50
20-P0061277	04/30/20	41	Facility Planning Office	Equip-All Other > \$5,000	DEERE & COMPANY	41,317.64
20-P0061278	04/30/20	41	Facility Planning Office	Equip-All Other > \$5,000	ARIZONA MACHINERY	72,252.50
20-P0061279	04/30/20	13	Art	Equip-All Other >\$1,000<\$5,000	ROCKLER WOODWORKING & HARDWARE	10,472.33
20-P0061280	04/30/20	41	Facility Planning Office	Equip-All Other > \$5,000	DEERE & COMPANY	66,736.73
20-P0061281	04/30/20	41	Facility Planning Office	Bldg Impr - Other Services	HKA ELEVATOR CONSULTING, INC.	18,000.00
20-P0061282	05/01/20	12	Library Services	Library Books - Databases	EBSCO	635.48
20-P0061284	05/01/20	11	Operations	Trash Disposal	WARE DISPOSAL CO INC	2,025.85
20-P0061285	05/04/20	61	Risk Management	Self Insurance Claims	MTGL, INC	7,500.00
20-P0061286	05/04/20	12	Resource Development	Contracted Services	GREEN CARISSA MICHELE	5,100.00
20-P0061287	05/04/20	11	Automotive Technology/Engine	Other Licenses & Fees	STATE OF CALIFORNIA	200.00
20-P0061288	05/04/20	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	7,734.90
20-P0061289	05/04/20	11	Human Svcs & Technology Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	794.79
20-P0061290	05/04/20	12	Career Education Office	Non-Instructional Supplies	AMAZON COM	143.59
* 20-P0061291	05/04/20	11	Communications & Media Studies	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	3,299.35
* 20-P0061291	05/04/20	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	2,018.20
PO Amt Total for * 20-P0061291:						5,317.55
20-P0061292	05/04/20	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	ADVENTURES IN ADVERTISING	3,026.23
20-P0061293	05/04/20	12	Human Svcs & Technology Office	Instructional Supplies	AMAZON COM	391.28
20-P0061294	05/05/20	12	SAC Continuing Ed-Instruction	Equip-All Other >\$1,000<\$5,000	POCKET NURSE	10,211.60
20-P0061295	05/06/20	11	Fire Academy	Contracted Services	KALMIKOV ENTERPRISES, INC	5,707.80

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0061296	05/06/20	11	Safety & Security Office	Contracted Services	PYRO-COMM SYSTEMS, INC.	1,945.00
20-P0061297	05/06/20	12	Family & Consumer Studies	Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	2,726.63
20-P0061298	05/06/20	12	Short-Term Vocational	Software License and Fees	MITCHELL1	581.21
20-P0061299	05/06/20	12	Upward Bound	Transportation - Student	GOLD COAST TOURS	832.10
20-P0061300	05/06/20	12	Computer Science	Software License and Fees	MICROSOFT CORP	499.00
20-P0061301	05/06/20	11	Maintenance	Contracted Repair Services	KONE INC	728.00
20-P0061302	05/06/20	13	Maintenance	Contracted Repair Services	PRICE DAVID MATTHEW	568.76
20-P0061303	05/06/20	12	Family & Consumer Studies	Instructional Supplies	THE DICKLER CORPORATION	1,085.79
20-P0061304	05/07/20	13	Educational Services Office	Inst Dues & Memberships	OCBC ORANGE CTY BUS COUNCIL	5,000.00
20-P0061305	05/07/20	13	Custodial	Equip-All Other >\$1,000<\$5,000	HOME DEPOT	1,129.08
20-P0061306	05/07/20	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	KRUEGER INTERNATIONAL INC.	2,201.40
20-P0061307	05/07/20	11	Risk Management	Equip-All Other >\$1,000<\$5,000	BEST BUY	1,566.98
20-P0061308	05/07/20	11	Risk Management	Non-Instructional Supplies	AMAZON COM	102.12
20-P0061309	05/07/20	12	Upward Bound	Equip-Fed Prgm >\$1,000< \$5,000	GOLDEN STAR TECHNOLOGY, INC.	13,010.03
20-P0061310	05/08/20	13	Digital Media Center	Contracted Services	HILLS BROS LOCK & SAFE	2,480.16
20-P0061311	05/08/20	12	Business Division Office	Instructional Supplies	AMAZON COM	1,081.11
20-P0061312	05/08/20	12	Continuing Education Division	Advertising	25TH HOUR COMMUNICATIONS	2,500.00
20-P0061313	05/08/20	11	Administrative Services Office	Non-Instructional Supplies	AMAZON COM	82.99
* 20-P0061314	05/08/20	11	Distance Education	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	564.85
* 20-P0061314	05/08/20	12	Distance Education	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	776.66
PO Amt Total for * 20-P0061314:						1,341.51
20-P0061315	05/08/20	12	Fine & Performing Arts Office	Instructional Supplies	AMAZON COM	396.84
20-P0061316	05/08/20	12	CJ/Academies	Contracted Services	DIGITAL NETWORKS GROUP INC	13,131.95
20-P0061317	05/11/20	11	District Wide Technology	Contracted Services	TPUSA - FHCS INC	735.00
20-P0061318	05/11/20	43	Facility Planning Office	Equip-Mod Furn > \$5,000	OFFICE FURNITURE GROUP, LLC	205,200.37
20-P0061319	05/11/20	11	Safety & Security Office	Non-Instructional Supplies	HOME DEPOT	917.59
20-P0061320	05/11/20	12	Communications & Media Studies	Instructional Supplies	B & H PHOTO VIDEO INC	874.31
20-P0061321	05/11/20	12	Orange Educ Ctr-Instruction	Software License and Fees	99TOTALMD INC	5,018.20
20-P0061322	05/11/20	12	Welding	Equip-All Other > \$5,000	SIMS ORANGE WELDING SUPPLY	36,650.12
20-P0061323	05/11/20	12	Safety & Parking - DO	Non-Instructional Supplies	DG INVESTMENT INTERMEDIATE HOLDINGS 2, INC.	3,382.86
20-P0061324	05/11/20	11	Safety & Security Office	Non-Instructional Supplies	GRAINGER	2,483.67
20-P0061325	05/11/20	41	Facility Planning Office	Bldg Impr - Contractor Svcs	HILLS BROS LOCK & SAFE	8,809.90
20-P0061326	05/12/20	12	Library Services	Instructional Supplies	MEDIA EDUCATION FOUNDATION	288.92
20-P0061327	05/12/20	12	Theatre Arts	Software License and Fees	FIGURE 53, LLC	799.00
20-P0061328	05/12/20	33	CDC Administration	Other Licenses & Fees	DEPT OF SOCIAL SERVICES	2,782.50
20-P0061329	05/13/20	11	Safety & Security Office	Contracted Services	ORANGE CYCLE	432.00
20-P0061330	05/13/20	11	Fine & Performing Arts Office	Non-Instructional Supplies	INTERNATIONAL E-Z UP INC	2,008.09
20-P0061331	05/13/20	13	Custodial	Equip-All Other >\$1,000<\$5,000	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	8,968.88
20-P0061332	05/13/20	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	22.30
20-P0061333	05/13/20	11	Human Svcs & Technology Office	Non-Instructional Supplies	AMAZON COM	76.46
20-P0061334	05/13/20	11	Library Services	Library Books	YANKEE BOOK PEDDLER INC	1,510.35
20-P0061335	05/13/20	11	Maintenance	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	796.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0061336	05/13/20	13	Custodial	Equip-All Other > \$5,000	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	13,067.80
20-P0061337	05/13/20	13	Maintenance	Contracted Repair Services	C BELOW INC	3,185.00
20-P0061338	05/13/20	13	Maintenance	Contracted Services	WEST COAST ARBORISTS INC	7,000.00
20-P0061339	05/13/20	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	AMAZON COM	998.81
20-P0061340	05/13/20	12	Resource Development	Contracted Services	QUARTERMAIN MEDIA, LLC	14,500.00
20-P0061341	05/13/20	12	Resource Development	Contracted Services	SMALL WORLD SOCIAL MEDIA, LLC	3,500.00
20-P0061342	05/13/20	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	AMAZON COM	421.16
20-P0061343	05/13/20	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	AMAZON COM	147.38
20-P0061344	05/13/20	11	Business Operations' Office	Legal Expenses	NIXON PEABODY LLP	6,859.79
20-P0061345	05/13/20	12	Talent Search	Contracted Services	COUNCIL FOR OPPORTUNITY IN EDUCATION	3,000.00
20-P0061346	05/14/20	12	Talent Search	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,700.65
20-P0061347	05/14/20	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	271.49
20-P0061348	05/14/20	12	Art	Instructional Supplies	B & H PHOTO VIDEO INC	15,056.84
20-P0061349	05/15/20	12	Business Division Office	Instructional Supplies	MONOPRICE INC	1,570.94
20-P0061350	05/15/20	12	Engineering	Instructional Supplies	AMAZON COM	758.62
20-P0061351	05/15/20	12	Engineering	Instructional Supplies	AMAZON COM	1,138.16
20-P0061352	05/15/20	13	Art	Equip-All Other > \$5,000	WILCOX SUPPLY, INC.	6,799.72
20-P0061353	05/15/20	12	Engineering	Instructional Supplies	AMAZON COM	343.90
20-P0061354	05/15/20	13	Educational Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	92.30
20-P0061355	05/15/20	12	Family & Consumer Studies	Instructional Supplies	AMAZON COM	960.59
* 20-P0061356	05/18/20	11	Distance Education	Non-Instructional Supplies	CDW GOVERNMENT INC.	26.05
* 20-P0061356	05/18/20	12	Distance Education	Non-Instructional Supplies	CDW GOVERNMENT INC.	2.89
PO Amt Total for * 20-P0061356:						28.94
20-P0061357	05/18/20	13	Public Affairs/Gov Rel Office	Advertising	INTERACT COMMUNICATIONS	8,193.22
20-P0061358	05/18/20	13	Public Affairs/Gov Rel Office	Advertising	LIBERMAN BROADCASTING INC	8,405.00
20-P0061359	05/18/20	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	218.87
20-P0061360	05/19/20	11	District Wide Technology	Non-Instructional Supplies	AMAZON COM	21.27
20-P0061361	05/19/20	13	Grounds	Non-Instructional Supplies	WOODWARDS ACE HARDWARE	250.00
* 20-P0061362	05/19/20	12	Continuing Education Division	Advertising	25TH HOUR COMMUNICATIONS	20,000.00
* 20-P0061362	05/19/20	13	Public Affairs/Gov Rel Office	Advertising	25TH HOUR COMMUNICATIONS	16,000.00
PO Amt Total for * 20-P0061362:						36,000.00
20-P0061363	05/19/20	11	Public Affairs/Gov Rel Office	Contracted Services	INTERACT COMMUNICATIONS	43,250.00
20-P0061364	05/19/20	13	Maintenance	Contracted Repair Services	DUTHIE POWER SVC	669.50
20-P0061365	05/19/20	11	Continuing Education Division	Security Systems & Services	BOYD & ASSOCIATES	125.00
20-P0061366	05/19/20	11	Public Affairs/Gov Rel Office	Advertising	LIBERMAN BROADCASTING INC	8,104.00
20-P0061367	05/19/20	13	Public Affairs/Gov Rel Office	Advertising	25TH HOUR COMMUNICATIONS	13,500.00
20-P0061368	05/19/20	12	Student Equity	Books Paid for Students	DON BOOKSTORE	4,055.91
20-P0061369	05/19/20	13	Santiago Canyon College	Contracted Services	NICOLE MILLER & ASSOC INC	7,450.40
20-P0061370	05/19/20	12	Chemistry	Software License and Fees	BEYOND LABZ LLC	750.00
20-P0061371	05/19/20	12	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	6,365.00
20-P0061372	05/19/20	13	Maintenance	Contracted Repair Services	D4 SOLUTIONS INC.	986.53
20-P0061373	05/19/20	12	Continuing Education Division	Lease Agreement - Facility	OUR LADY OF THE PILLAR CHURCH	1,092.00

5.18 (3)

Legend: * = Multiple Funds for this P.O.

04/26/20 thru 05/23/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0061374	05/19/20	12	Student Equity	Books Paid for Students	DON BOOKSTORE	7,999.78
20-P0061375	05/19/20	11	International Student Program	Advertising	SABERS RENA	4,054.25
20-P0061376	05/19/20	11	CJ/Academies	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0061377	05/20/20	12	Distance Education	Instructional Material Fees	LUMEN LEARNING LLC	15,480.00
20-P0061378	05/20/20	13	Grounds	Non-Instructional Supplies	HOME DEPOT	500.00
20-P0061379	05/20/20	12	Library Services	Library Books - Databases	EBSCO	125.00
20-P0061380	05/20/20	11	International Student Program	Conference Expenses	US DEPT OF COMMERCE	250.00
20-P0061381	05/20/20	33	EHS Administration	Online Training Courses	EVERYCHILD CALIFORNIA	269.00
20-P0061382	05/20/20	33	EHS Administration	Online Training Courses	TIERNAN C. MCLLWAIN	1,300.00
20-P0061383	05/20/20	33	EHS Administration	Online Training Courses	TIERNAN C. MCLLWAIN	650.00
20-P0061384	05/20/20	12	SAC Continuing Ed-Instruction	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,472.86
20-P0061385	05/20/20	12	Financial Aid Office	Software Support Service	ELLUCIAN COMPANY L.P.	2,500.00
20-P0061386	05/20/20	41	Facility Planning Office	Bldg Impr - Haz Mat	CONVERSE CONSULTANTS	12,644.00
20-P0061387	05/20/20	13	Maintenance	Contracted Repair Services	NSWC MECHANICAL SERVICE LLC	1,115.00
20-P0061388	05/20/20	12	Career Education Office	Advertising	ORANGE COUNTY APT HOUSE ASSOCIATION INC.	250.00
20-P0061389	05/20/20	13	Maintenance	Contracted Repair Services	VERNES PLUMBING INC	1,235.00
20-P0061390	05/20/20	12	Nursing	Online Training Courses	NCSBN LEARNING EXTENSION	900.00
20-P0061391	05/21/20	12	Talent Search	Non-Instructional Supplies	PASSION PLANNER, LLC	826.53
20-P0061392	05/21/20	13	Custodial	Equip-All Other >\$1,000<\$5,000	HOME DEPOT	4,962.35
20-P0061393	05/21/20	11	Maintenance & Operations	Equip-All Other >\$1,000<\$5,000	GLASBY MAINTENANCE SUPPLY	4,368.91
20-P0061394	05/21/20	33	EHS Administration	Online Training Courses	CA HEAD START ASSOC.	500.00
20-P0209521	04/30/20	12	Financial Aid Office	Software License and Fees	GLOBAL FINANCIAL AID SERVICES, INC.	333,000.00
20-P0209522	05/05/20	12	Resource Development	Contracted Services	PLUMAS ALTERNATIVE LEARNING SERVICES	125,000.00
20-P0209523	05/05/20	12	Resource Development	Contracted Services	CONTRA COSTA COMMUNITY COLLEGE DISTRICT	190,000.00
20-P0209524	05/05/20	12	Resource Development	Contracted Services	TULARE COUNTY OFFICE OF EDUCATION	285,000.00
20-P0209525	05/05/20	12	Educational Services Office	Contracted Services	PERALTA COMMUNITY COLLEGE DISTRICT	200,000.00
20-P0209526	05/11/20	12	Resource Development	Contracted Services	GROSSMONT UNION HIGH SCHOOL DISTRICT	125,000.00
20-P0209527	05/11/20	12	Resource Development	Contracted Services	LAKE TAHOE UNIFIED SCHOOL DISTRICT	125,000.00
20-P0209528	05/11/20	12	Resource Development	Contracted Services	IMPERIAL COUNTY OFFICE OF EDUCATION	125,000.00
20-P0209529	05/11/20	12	Resource Development	Contracted Services	RIVERSIDE COUNTY OFFICE OF EDUCATION	250,000.00
20-P0209530	05/11/20	12	Resource Development	Contracted Services	SONOMA COUNTY OFFICE OF EDUCATION	125,000.00
20-P0209531	05/11/20	12	Resource Development	Contracted Services	TULARE COUNTY OFFICE OF EDUCATION	125,000.00
20-P0209532	05/11/20	12	Resource Development	Contracted Services	COASTLINE ROP	125,000.00
20-P0209533	05/13/20	12	Resource Development	Contracted Services	LONG BEACH CITY COLLEGE	544,161.00
20-P0209534	05/13/20	12	Resource Development	Contracted Services	EL CAMINO COMMUNITY COLLEGE DISTRICT	483,200.00
20-P0209535	05/13/20	12	Resource Development	Contracted Services	COAST COMMUNITY	248,000.00
Grand Total:						\$4,326,772.36

5.18 (4)

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-DON002991	5/14/2020	31	SAC BOOKSTORE	General Merchandise	DESIGN SOURCE USA, INC.	\$17,138.00
GM-DON002992	5/22/2020	31	SAC BOOKSTORE	General Merchandise	ACADEMIC CAP & GOWN	\$5,950.00
GM-HAWK003565	5/4/2020	31	SCC BOOKSTORE	General Merchandise	Leanin Tree Greeting Cards	\$17.52
GM-HAWK003566	5/7/2020	31	SCC BOOKSTORE	General Merchandise	GRAD AWARDS	\$96.00
GM-HAWK003567	5/7/2020	31	SCC BOOKSTORE	General Merchandise	GRAD AWARDS	\$144.00
TX-CEC000626	5/14/2020	31	SEC BOOKSTORE	Textbook	CAMBRIDGE UNIVERSITY PRES	\$858.00
TX-CEC000627	5/14/2020	31	SEC BOOKSTORE	Textbook	PEARSON EDUCATION	\$2,249.25
TX-CEC000628	5/14/2020	31	SEC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$612.00
TX-HAWK004676	5/6/2020	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	\$600.00
TX-HAWK004677	5/15/2020	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	\$3,363.80
						\$31,028.57

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
78	Retiree Benefits - Irrevocable
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvst
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

5.18 (6)

Legend: * = Multiple Funds for this P.O.

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Environment: Production

LoginID: DR21189

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
17-P0043836	04/26/20*	43	AMERICAN REPROGRAPHICS CO LL	7,500.00	CHANGE ORDER #1 1/11/18; INCREASE PO BY \$5,000 FOR ADDITIONAL BLUE PRINT AND REPROGRAPHIC SERVICES.	CE28973
17-P0043836	05/04/20	43	AMERICAN REPROGRAPHICS CO LL	9,500.00	CHANGE ORDER #2 5/4/20 INCREASE PO BY \$2,000 FOR ADDITIONAL BLUE PRINT AND REPROGRAPHIC SERVICES.	FC78314
17-P0043836 Changed in: PO Amount, Printed Coments						
20-P0057663	04/26/20*	11	HOME DEPOT	3,000.00		DE68698
20-P0057663	05/12/20	11	HOME DEPOT	3,000.00	Change Order #1 5/12/20 Add Chuck Wales as Authorized for Payment.	FC78314
20-P0057663 Changed in: Printed Coments						
20-P0057955	04/26/20*	11	WOODWARDS ACE HARDWARE	5,000.00		DE68698
20-P0057955	04/28/20	11	WOODWARDS ACE HARDWARE	5,000.00	CHANGE ORDER NO.:1, DATE: 04/28/2020, TO AMEND AUTHORIZED FOR PAYMENT PER DEPARTMENT REQUEST.	EE88439
20-P0057955 Changed in: Printed Coments						
20-P0058797	04/26/20*	12	DON BOOKSTORE	360.00		DP29747
20-P0058797	04/28/20	12	DON BOOKSTORE	210.00	CHANGE ORDER NO.:1, DATE: 04/28/2020, TO REDUCE PO BY \$150 FOR A TOTAL PO AMOUNT OF \$210 PER DEPARTMENT REQUEST.	EE88439
20-P0058797	04/29/20	12	DON BOOKSTORE	360.00		EE88439
20-P0058797	05/11/20	12	DON BOOKSTORE	210.00	CHANGE ORDER NO.: 1, DATE: 05/11/2020 TO DECREASE PO BY \$150 TOTAL PER DEPARTMENT REQUEST.	EE88439
20-P0058797 Changed in: PO Amount, Printed Coments						
20-P0059096	04/26/20*	12	DON BOOKSTORE	228,181.50	CHANGE ORDER #1, 3/19/20; DECREASE PO BY \$21,818.50 PER DEPARTMENT REQUEST	DR21189
20-P0059096	04/28/20	12	DON BOOKSTORE	215,101.65	CHANGE ORDER NO.: 1, DATE: 04/28/2020, TO DECREASE PO BY \$13,079.85 FOR A PO TOTAL AMOUNT OF \$215,101.65 PER DEPARTMENT REQUEST.	EE88439
20-P0059096	04/28/20	12	DON BOOKSTORE	215,101.65	CHANGE ORDER NO.: 2, DATE: 04/28/2020, TO DECREASE PO BY \$13,079.85 FOR A PO TOTAL AMOUNT OF \$215,101.65 PER DEPARTMENT REQUEST.	EE88439
20-P0059096	04/29/20	12	DON BOOKSTORE	228,181.50	CHANGE ORDER #1, 3/19/20; DECREASE PO BY \$21,818.50 PER DEPARTMENT REQUEST	EE88439
20-P0059096	05/07/20	12	DON BOOKSTORE	215,118.92	CHANGE ORDER NO.:2, 05/07/2020; TO DECREASE PO BY \$13,062.58 PER DEPARTMENT REQUEST.	EE88439
20-P0059096 Changed in: PO Amount, Printed Coments						
20-P0059968	04/26/20*	11	SABERS RENA	4,041.19	Advertisement and promotional items for SCC International Student Program.	FC78314
20-P0059968	05/12/20	11	SABERS RENA	0.00	Change Order #1 5/12/20; Cancel entire PO. Advertisement and promotional items for SCC International Student Program.	FC78314

5.18 (7)

* This entry shows the PO on the given date, not that it changed on this date.

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0059968 Changed in: PO Amount, Printed Coments						
20-P0060008	04/26/20*	11	CERTIFIED TRANSPORTATIONS	10,120.30	CHANGE ORDER #1, 3/20/20; INCREASE PO BY \$3,819.22 TO COVER OPEN INVOICES FOR THE YEAR.	DR21189
20-P0060008	05/04/20	11	CERTIFIED TRANSPORTATIONS	12,746.30	CHANGE ORDER #2, 5/4/20; INCREASE PO BY \$2,626 TO COVER ADDITIONAL INVOICES	DR21189
20-P0060008	05/06/20	11	CERTIFIED TRANSPORTATIONS	12,766.30	CHANGE ORDER #3, 5/6/20; INCREASE PO BY \$20.00 TO COVER REMAINING INVOICE	DR21189
20-P0060008 Changed in: PO Amount, Printed Coments						
20-P0060281	04/26/20*	11	OFFICE DEPOT BUSINESS SVCS	2,260.39	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	CP41423
20-P0060281	05/21/20	11	OFFICE DEPOT BUSINESS SVCS	1,590.39	Change Order #1 5/21/20 Decrease PO by \$670. Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	FC78314
20-P0060281 Changed in: PO Amount, Printed Coments						
20-P0060584	04/26/20*	12	HOME DEPOT	5,620.00	***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	DE68698
20-P0060584	05/04/20	12	HOME DEPOT	5,920.00	CHANGE ORDER #1 5/4/20 INCREASE PO BY \$300. ***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	FC78314
20-P0060584 Changed in: PO Amount, Printed Coments						
20-P0060597	04/26/20*	12	DON BOOKSTORE	150.00		HR72316
20-P0060597	05/12/20	12	DON BOOKSTORE	10.00	CHANGE ORDER NO.: 1, DATE: 05/12/2020, TO DECREASE PO BY \$140 TOTAL PER DEPARTMENT REQUEST.	EE88439
20-P0060597 Changed in: PO Amount, Printed Coments						
20-P0060608	04/26/20*	13	OFFICE DEPOT BUSINESS SVCS	1,568.00	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	FC78314
20-P0060608	04/30/20	13	OFFICE DEPOT BUSINESS SVCS	0.00	CHANGE ORDER #1, 4/30/20; CANCELLATION OF PO. Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	DR21189
20-P0060608 Changed in: PO Amount, Printed Coments						
20-P0060650	04/26/20*	12	DEMCO INC	2,000.00		FC78314
20-P0060650	05/19/20	12	DEMCO INC	2,000.00	Change Order #1, dated 5/19/20. Reduce PO amount by:----	JM13964
20-P0060650 Changed in: Printed Coments						

5.18 (8)

* This entry shows the PO on the given date, not that it changed on this date.

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0060708	04/26/20*	12	GOLDEN STAR TECHNOLOGY, INC.	19,298.35		DT25624
20-P0060708	04/27/20	12	GOLDEN STAR TECHNOLOGY, INC.	18,951.37	Change Order #1 4/27/20 Amend item #2 description and unit price.	FC78314
20-P0060708 Changed in: PO Amount, Printed Coments						
20-P0060714	04/26/20*	11	IRVINE MEGAN ONEILL	5,500.00		EE88439
20-P0060714	04/28/20	11	IRVINE MEGAN ONEILL	0.00	CHANGE ORDER NO.:1, DATE: 04/28/2020, TO CANCEL ENTIRE ORDER.	EE88439
20-P0060714 Changed in: PO Amount, Printed Coments						
20-P0060818	04/26/20*	11	FASTSIGNS	322.29		EE88439
20-P0060818	04/28/20	11	FASTSIGNS	0.00	CHANGE ORDER NO.:1, DATE: 04/28/2020, TO CANCEL ENTIRE ORDER.	EE88439
20-P0060818 Changed in: PO Amount, Printed Coments						
20-P0061090	04/26/20*	12	SCHOOL NURSE SUPPLY INC	3,240.01		FC78314
20-P0061090	05/07/20	12	POCKET NURSE	3,240.01	Change Order #1 5/7/2020 Amend vendor name and address to read as follows.	FC78314
20-P0061090 Changed in: Vendor, Printed Coments						
20-P0061097	05/01/20	12	SCHOOL NURSE SUPPLY INC	7,301.85		MS37758
20-P0061097	05/07/20	12	POCKET NURSE	7,301.85	Change Order #1 5/7/20 Amend vendor name and address to read as follows.	FC78314
20-P0061097 Changed in: Vendor, Printed Coments						
20-P0061165	04/26/20*	12	SEHI COMPUTER PRODUCTS	10,610.40		DT25624
20-P0061165	05/04/20	12	SEHI COMPUTER PRODUCTS	10,610.40	Change Order #1 5/4/20 Amend item #1 account number to read as follows:	FC78314
20-P0061165 Changed in: Printed Coments						
20-P0061251	04/26/20*	11	TPUSA - FHCS INC	735.00		FC78314
20-P0061251	05/11/20	11	TPUSA - FHCS INC	735.00	Change Order #1 5/11/20; Amend Board Approval Date to April 27, 2020.	FC78314
20-P0061251 Changed in: Printed Coments						
20-P0061262	05/14/20	11	AMERICAN CITY PEST CONTROL I	586.50		JP21702
20-P0061262	05/14/20	11	AMERICAN CITY PEST CONTROL I	978.26	CHANGE ORDER #1, 5/14/20; INCREASE PO BY \$391.75 TO COVER THE REMAINING AMOUNT ON AGREEMENT	DR21189
20-P0061262 Changed in: PO Amount, Printed Coments						
20-P0061278	04/30/20	41	DEERE & COMPANY	72,252.50	VENDOR TO PROVIDE THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT# 4-18-78-0032B AND 4-07-51-0019A; BOARD APPROVED: 2/3/2020	FC78314

5.18 (9)

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0061278	05/04/20	41	ARIZONA MACHINERY	72,252.50	CHANGE ORDER #1 5/4/20 AMEND VENDOR TO READ AS FOLLOWS: VENDOR TO PROVIDE THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT# 4-18-78-0032B AND 4-07-51-0019A; BOARD APPROVED: 2/3/2020	FC78314
20-P0061278	05/04/20	41	ARIZONA MACHINERY	72,252.50	CHANGE ORDER #1 5/4/20 AMEND VENDOR NAME AND ADDRESS TO READ AS FOLLOWS: VENDOR TO PROVIDE THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT# 4-18-78-0032B AND 4-07-51-0019A; BOARD APPROVED: 2/3/2020	FC78314
20-P0061278 Changed in: Vendor, Printed Coments						
20-P0061283	05/04/20	12	SCHOOL NURSE SUPPLY INC	10,211.60		FC78314
20-P0061283	05/05/20	12	SCHOOL NURSE SUPPLY INC	10,211.60	Change Order #1 5/5/20 Cancel entire PO. Order was sent to incorrect vendor.	FC78314
20-P0061283	05/05/20	12	SCHOOL NURSE SUPPLY INC	0.00	Change Order #1 5/5/20 Cancel entire PO. Order was sent to incorrect vendor.	FC78314
20-P0061283 Changed in: PO Amount, Printed Coments						
20-P0061287	05/04/20	11	STATE OF CALIFORNIA	200.00	Larisa Sergeyeva/David Roper SAC Automotive Technology Program J-103	JM13964
20-P0061287	05/04/20	11	STATE OF CALIFORNIA	200.00		JM13964
20-P0061287 Changed in: Printed Coments						
20-P0061290	05/04/20	12	AMAZON COM	126.45		FC78314
20-P0061290	05/04/20	12	AMAZON COM	143.59		FC78314
20-P0061290 Changed in: PO Amount						
20-P0061307	05/07/20	11	BEST BUY	1,566.98	These items are assigned to Risk Management for Room 230	JM13964
20-P0061307	05/07/20	11	BEST BUY	1,566.98	** These items are assigned to Risk Management for Room 230	JM13964
20-P0061307 Changed in: Printed Coments						
20-P0061309	05/07/20	12	GOLDEN STAR TECHNOLOGY, INC.	13,010.03	Ref Contract: MNNVP-133 as of 11/1/2015. Participating Addendum #7-15-70-34-001. Expires 7/31/2021	FC78314
20-P0061309	05/07/20	12	GOLDEN STAR TECHNOLOGY, INC.	13,010.03	Golden Star Tech (GST) VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	JM13964
20-P0061309 Changed in: Printed Coments						
20-P0061321	05/11/20	12	99TOTALMD INC	5,482.39		FC78314
20-P0061321	05/11/20	12	99TOTALMD INC	5,018.20		FC78314

5.18(10)

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0061321 Changed in: PO Amount						
20-P0061330	05/14/20	11	EZ-UP DIRECT.COM LLC	2,008.09	These items are being used as promotion for the CMSD Department to recruit Santa Ana College students into their program	FC78314
20-P0061330	05/14/20	11	EZ-UP DIRECT.COM LLC	2,008.09	Change Order #1 5/14/20 Amend vendor address to read as follows:	FC78314
20-P0061330	05/18/20	11	INTERNATIONAL E-Z UP INC	2,008.09	Change Order #1 5/18/20 Amend vendor name and address to read as follows:	FC78314
20-P0061330 Changed in: Vendor, Printed Coments						
20-P0061336	05/13/20	13	ADVANTAGE WEST INVESTMENT EN	13,067.80		FC78314
20-P0061336	05/13/20	13	ADVANTAGE WEST INVESTMENT EN	13,067.80	VENDOR TO FURNISH THE FOLLOWING CUSTODIAL SUPPLIES IN ACCORDANCE WITH THE TERMS & CONDITIONS OF CMAS CONTRACT# 4-13-73-0024A; BOARD APPROVED 04/13/15	FC78314
20-P0061336 Changed in: Printed Coments						
20-P0061339	05/13/20	12	AMAZON COM	1,198.58		FC78314
20-P0061339	05/13/20	12	AMAZON COM	998.81		FC78314
20-P0061339	05/14/20	12	AMAZON COM	998.81	Books are for Inmate Education Program	FC78314
20-P0061339 Changed in: PO Amount, Printed Coments						
20-P0061342	05/13/20	12	AMAZON COM	421.16		FC78314
20-P0061342	05/14/20	12	AMAZON COM	421.16	Books are for Inmate Education Program	FC78314
20-P0061342 Changed in: Printed Coments						
20-P0061343	05/13/20	12	AMAZON COM	147.38		FC78314
20-P0061343	05/14/20	12	AMAZON COM	147.38	Books are for Inmate Education Program	FC78314
20-P0061343 Changed in: Printed Coments						
20-P0061360	05/19/20	11	AMAZON COM	15.28		FC78314
20-P0061360	05/19/20	11	AMAZON COM	21.27		FC78314
20-P0061360 Changed in: PO Amount						
19-P0199476	04/26/20*	12	SOUTHWESTERN COMMUNITY COLLE	200,000.00	Change Order no.:1, Date: 06/06/2019, to update the terms of payment per the first amendment to the agreement dated 01/14/2019, Board Approved: 01/14/2019	EE88439
19-P0199476	05/15/20	12	SOUTHWESTERN COMMUNITY COLLE	200,000.00	CHANGE ORDER #2, 5/15/20; EXTENTION OF THE PERIOD OF PERFORMANCE TO BE THROUGH 12/31/19 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/9/19. BOARD APPROVED: 12/9/19	DR21189
19-P0199476 Changed in: Printed Coments						

* This entry shows the PO on the given date, not that it changed on this date.

(11) 518

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0209143	04/26/20*	11	CANON SOLUTIONS AMERICA, INC	61,817.95	CHANGE ORDER NO.:1, DATE: 11/04/2019, TO ADD LINE ITEMS 8-9. Continuation of 60-month lease for the following equipment in accordance with the WSCA-NASPO (CALIFORNIA) State contract. This transaction shall be governed in all respects by the terms and conditions of contract #30917-15-70-23. Any terms and contitions which conflict with, vary from or supplement the agreement terms shall be null and void. Board approved: 12/4/17.	EE88439
20-P0209143	04/28/20	11	CANON SOLUTIONS AMERICA, INC	65,117.32	CHANGE ORDER #2, 4/28/20; INCREASE COPY USAGE OF VP140 BY \$2,800.00 AND VP6160 BY \$220.00. Continuation of 60-month lease for the following equipment in accordance with the WSCA-NASPO (CALIFORNIA) State contract. This transaction shall be governed in all respects by the terms and conditions of contract #30917-15-70-23. Any terms and contitions which conflict with, vary from or supplement the agreement terms shall be null and void. Board approved: 12/4/17.	DR21189
20-P0209143	04/28/20	11	CANON SOLUTIONS AMERICA, INC	65,155.56	CHANGE ORDER #2, 4/28/20; INCREASE COPY USAGE OF VP140 BY \$2,800.00, VP6160 BY \$220.00 AND IPC850 (B/W) BY \$35.00. Continuation of 60-month lease for the following equipment in accordance with the WSCA-NASPO (CALIFORNIA) State contract. This transaction shall be governed in all respects by the terms and conditions of contract #30917-15-70-23. Any terms and contitions which conflict with, vary from or supplement the agreement terms shall be null and void. Board approved: 12/4/17.	DR21189
20-P0209143 Changed in: PO Amount, Printed Coments						
20-P0209202	04/26/20*	12	XEROX CORP	1,672.71	CHANGE ORDER #1, 2/13/20; DECREASE LINE ITEM 1 BY 3 MONTHS AND COPY USAGE BY \$117.03 PER DEPARTMENT REQUEST. VENDOR TO FURNISH THE FOLLOWING EQUIPMENT, SERVICES AND SUPPLIES IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC ADMINISTRATIVE SERVICES AGREEMENT CB 13-012; BOARD APPROVED: 9.8.14.	DR21189
20-P0209202	04/29/20	12	XEROX CORP	2,128.58	CHANGE ORDER #2, 4/29/20; INCREASE LEASE BY 3 MONTHS AND INCREASE THE COPY USAGE BY \$4.83 FOR ADDITIONAL USE. VENDOR TO FURNISH THE FOLLOWING EQUIPMENT, SERVICES AND SUPPLIES IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC ADMINISTRATIVE SERVICES AGREEMENT CB 13-012; BOARD APPROVED: 9.8.14.	DR21189
20-P0209202	05/04/20	12	XEROX CORP	2,147.44	CHANGE ORDER #3, 5/4/20; INCREASE COPY USAGE BY \$17.26 FOR ADDITIONAL USE. VENDOR TO FURNISH THE FOLLOWING EQUIPMENT, SERVICES AND SUPPLIES IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC ADMINISTRATIVE SERVICES AGREEMENT CB 13-012; BOARD APPROVED: 9.8.14.	DR21189
20-P0209202 Changed in: PO Amount, Printed Coments						
20-P0209273	05/15/20	11	METROPOLITAN WATER DISTRICT	39,213.00		DE68698
20-P0209273	05/18/20	11	METROPOLITAN WATER DISTRICT	30,519.00	Change Order #1 5/18/20 Decrease PO by \$8694.	FC78314
20-P0209273 Changed in: PO Amount, Printed Coments						

5.18 (12)

* This entry shows the PO on the given date, not that it changed on this date.

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0209274	04/26/20*	11	JTS SERVICES	9,150.00		DP29747
20-P0209274	05/18/20	11	JTS SERVICES	6,104.00	Change Order #1 5/18/20 Decrease PO by \$3046.	FC78314
20-P0209274 Changed in: PO Amount, Printed Coments						
20-P0209325	05/15/20	11	SOUTHWEST CARPENTERS	1,583,706.00		DE68698
20-P0209325	05/18/20	11	SOUTHWEST CARPENTERS	1,521,884.00	Change Order #1 5/18/20 Decrease PO by \$61,822.	FC78314
20-P0209325 Changed in: PO Amount, Printed Coments						

5.18 (13)

* This entry shows the PO on the given date, not that it changed on this date.

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 26, 2020 THROUGH MAY 23, 2020
BOARD MEETING OF JUNE 15, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0061277	\$41,317.64	Landscaping equipment for the new Grounds Department to maintain the Santiago Canyon College campus grounds and athletic fields.	Facility Planning Office	Purchased from the California Multiple Awards Schedule (CMAS) Contract #4-18-78-0032B Board Approved: February 3, 2020
20-P0061278	\$72,252.50	Landscaping equipment for the new Grounds Department to maintain the Santiago Canyon College campus grounds and athletic fields.	Facility Planning Office	Purchased from the California Multiple Awards Schedule (CMAS) Contract #4-18-78-0032B Board Approved: February 3, 2020
20-P0061280	\$66,736.73	Landscaping equipment for the new Grounds Department to maintain the Santiago Canyon College campus grounds and athletic fields.	Facility Planning Office	Purchased from the California Multiple Awards Schedule (CMAS) Contract #4-18-78-0032B Board Approved: February 3, 2020
20-P0061281	\$18,000.00	Elevator consulting services for the Building D Elevator Modernization project at Santiago Canyon College	DO -Facility Planning	Board Approved: April 27, 2019
20-P0061318	\$205,200.37	Office furniture including workstations, tables and storage and filing cabinets for the new Science Center at Santa Ana College	DO -Facility Planning	Purchased from the Foundation for California Community Colleges (FCCC) Contract #CB-255-18 Board Approved: July 15, 2019
20-P0061322	\$36,650.12	Fume extraction arms, duct connectors, and welding table with fixture kit for student use in Welding classes at Santa Ana College	SAC -Welding	Received Quotations: *1. Sims Orange Welding Supply 2. WeldingSupply.Com 3. Trick-Tools.com *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 26, 2020 THROUGH MAY 23, 2020
BOARD MEETING OF JUNE 15, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0061348	\$15,056.84	Cameras with accessory kits for the photography program at Santa Ana College	SAC -Art	Received Quotations: *1. B&H Photo 2. Samy's Camera *Successful Bidder
20-P0061362	\$36,000.00	Advertising and marketing services to promote enrollment for Santa Ana College's School of Continuing Education Summer campaigns, including General SCE, SAC Go, SAC-SCE College Ready, SAC-SCE HiSET, SAC-SCE Career Ed and SAC-SCE Citizenship.	Continuing Education Division	Resolution No. 20-03 Board Approved: March 23, 2020 *Board Approved on Resolution Supplement: May 26, 2020
20-P0061363	\$43,250.00	Targeted social media advertising and search engine marketing to promote enrollment for Santa Ana College's Online Pathways program for the Summer and Fall 2020 terms.	Public Affairs/Gov Rel Office	Resolution No. 20-03 Board Approved: March 23, 2020 *Board Approved on Resolution Supplement: May 26, 2020
20-P0061377	\$15,480.00	Instructional material fees for Santa Ana College student use of Lumen Learning Courseware	SAC -Distance Education	Based on FTES
20-P0209521	\$333,000.00	Financial Aid Student Verification Software for the ability to submit financial aid documents online to be used at Santa Ana College and Santiago Canyon College	SAC -Financial Aid	Board Approved: March 23, 2020
20-P0209522	\$125,000.00	Sub-agreement with Plumas Charter School to host the Strong Workforce Program K12 Pathway Coordinator serving the Feather River CCD in the North/Far North Region	DO -Resource Development	Board Approved: March 23, 2020

5.18 (15)

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 26, 2020 THROUGH MAY 23, 2020
BOARD MEETING OF JUNE 15, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0209523	\$190,000.00	Sub-agreement with Contra Costa CCD to host the K14 Technical Assistance Provider for the Bay Area Region	DO -Resource Development	Board Approved: March 9, 2020
20-P0209524	\$285,000.00	Sub-agreement with Tulare County Office of Education to host the K14 Technical Assistance Provider for the Central/ Mother Lode Region	DO -Resource Development	Board Approved: June 17, 2019
20-P0209525	\$200,000.00	Sub-agreement with Peralta CCD on behalf of College of Alameda to host the Bay Area Region Deputy Sector Navigator/ Regional Director for Advanced Transportation and Logistics	DO -Resource Development	Board Approved: August 12, 2019
20-P0209526	\$125,000.00	Sub-agreement with Grossmont Union High School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Grossmont-Cuyamaca CCD in the San Diego/Imperial Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209527	\$125,000.00	Sub-agreement with Lake Tahoe Unified School District to host the Strong Workforce Program K12 Pathway Coordinator serving the Lake Tahoe CCD in the North/Far North Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209528	\$125,000.00	Sub-agreement with Imperial County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Imperial Valley CCD in the San Diego/Imperial Region	DO -Resource Development	Board Approved: March 23, 2020

5.18 (16)

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 26, 2020 THROUGH MAY 23, 2020
BOARD MEETING OF JUNE 15, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0209529	\$250,000.00	Sub-agreement with Riverside County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Mt. San Jacinto and Palo Verde CCDs in the Inland Empire Destert Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209530	\$125,000.00	Sub-agreement with Sonoma County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Sonoma County CCD in the Bay Area Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209531	\$125,000.00	Sub-agreement with Tulare County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator serving the Sequoias CCD in the Central Valley/Mother Lode Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209532	\$125,000.00	Sub-agreement with Coastline Regional Occupational Program to host the Strong Workforce Program K12 Pathway Coordinator serving the Coast CCD in the Orange County Region	DO -Resource Development	Board Approved: March 23, 2020
20-P0209533	\$544,161.00	Sub-agreement with Long Beach CCD on behalf of Long Beach City College to implement FY19/20 of the Strong Workforce Program Regional Apportionment Funding	DO -Resource Development	Board Approved: February 27, 2017

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM APRIL 26, 2020 THROUGH MAY 23, 2020
BOARD MEETING OF JUNE 15, 2020**

P.O. #	Amount	Description	Department	Comment
20-P0209534	\$483,200.00	Sub-agreement with El Camino CCD on behalf of El Camino College to implement FY19/20 of the Strong Workforce Program Regional Apportionment Funding	DO -Resource Development	Board Approved: February 27, 2017
20-P0209535	\$248,000.00	Sub-agreement with Coast CCD on behalf of Golden West College to implement FY19/20 of the Strong Workforce Program Regional Apportionment Funding	DO -Resource Development	Board Approved: February 27, 2017
GM-DON002991	\$17,138.00	General Merchandise purchased for resale	SAC -Bookstore	Purchased from DESIGN SOURCE USA, INC. Auxiliary Services Director Review Jennie Adams 05/14/2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Sub-Agreement between RSCCD and Stephen A. Wright, LLC for the Orange County Deputy Sector Navigator Information Communications Technology (ICT)/Digital Media Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the “Key Talent Administration and Sector Strategy” grant, Prime Award #19-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (CCCCO), Workforce and Economic Development Division, to provide fiscal management and technical support services for the CCCCCO’s workforce and economic development programs, including Regional Directors for Employer Engagement (formerly titled Deputy Sector Navigators).

In addition to serving as the Fiscal Agent, RSCCD also hosts the Orange County Regional Director-ICT/Digital Media. The person serving as the OC Regional Director-ICT will retire on 6/30/20. The current year performance period ends 9/30/20.

ANALYSIS

In order to complete the current year OC Regional Director-ICT program, Stephen A. Wright, LLC, prepared a workplan for 7/1/20 – 9/30/20 to provide bridge services to complete the OC Regional Director-ICT program work. The Chancellor’s Office has approved the workplan, and the enclosed sub-agreement (#DO-19-2566-75) has been developed for Stephen A. Wright, LLC to implement the scope of work. The sub-agreement outlines the terms and conditions to implement the project for \$36,249. The performance period is 7/1/20 – 9/30/20.

Steven A. Wright, LLC is currently contracted by RSCCD to serve as the Statewide Director-ICT/Digital Media in an agreement that ends 6/30/20. There will be no conflict in Mr. Wright implementing the Statewide Director and Regional Director work, as the periods of work and payment for that work are separate and do not overlap. The work that will be performed for 7/1/20 – 9/30/20 is a separate agreement to complete the OC Regional Director-ICT work. A new sub-agreement for the 20/21 Statewide Director-ICT/Digital Media will be presented for the Board’s approval with a start date of 10/01/20.

Project Administrator: Sarah Santoyo.

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:	\$36,249 (grant-funded)	Board Date: June 15, 2020
Prepared by:	Sarah Santoyo, Assistant Vice Chancellor of Educational Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Stephen A Wright, LLC***

This grant sub-agreement (hereinafter “Agreement”) is entered into this 15th day of June 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and the Stephen A. Wright, LLC (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 as the Fiscal Agent for the “Key Talent Administration and Sector Strategy” grant, Prime Award # 19-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs, such as regional initiatives and Key Talent positions; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, RSCCD is the host for and supervises the **Orange County Deputy Sector Navigator/Regional Director for Information Communications Technology (ICT)/Digital Media**; and

WHEREAS, the person serving as the Deputy Sector Navigator/Regional Director in 19/20 will retire effective June 30, 2020, and the PRIME SPONSOR and RSCCD support completion of the project ending September 30, 2020;

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR will implement the Grant as described in the attached Statement of Work (*Exhibit A – revised*), which has been reviewed and approved by the PRIME SPONSOR. SUBCONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2020, through September 30, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$36,249 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 A - revised*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and 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 & Invoicing

RSCCD shall make payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR will submit an invoice for \$12,083/per month on a monthly basis for the term of the Agreement. Invoices should include the Agreement number (refer to footer), and should be submitted via email to Santoyo_Sarah@rsccd.edu, with a copy to Villasenor_Francisco@rsccd.edu.

6. Reporting

SUBCONTRACTOR will be responsible for completion of the project report for the 1st Quarter of 2020/2021, covering the performance period of 7/1/20 – 9/30/20. The report will describe the progress and completion of the workplan activities and outcomes. RSCCD will complete the fiscal portion of the report, as well as review, certify and submit all quarterly reports.

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

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 complete all activities and related expenditures allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be paid for work incurred on or prior to **September 30, 2020**.

9. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, 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 - revised*), 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 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 Chancellor's Office, 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 Chancellor's Office, 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 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.

17. 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: Sarah Santoyo, Project Administrator
Rancho Santiago Community College District
2323 North Broadway, Ste. 201
Santa Ana, CA 92706-1640
Santoyo_Sarah@rsccd.edu
(714) 480-7466

SUBCONTRACTOR: Stephen A Wright, LLC
Attn: Stephen A. Wright
1696 La Jolla Drive
Thousand Oaks, CA 91362
Steve@wrightca.com
(805) 231-8444

18. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/2018 and Article II, Rev. 05/2014), as set forth and incorporated into this Agreement by reference. As the Grant 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.

2. Assurances

By signing this Agreement, the Parties certify that they comply with the Legal Terms and Conditions as described in Article II (Rev. 5/2014) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Non-discrimination Clause, Accessibility for Person 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: Stephen A Wright,
LLC

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Steven A. Wright

Title: Business Operations/Fiscal Services

Title: Manager

Date: _____

Date: _____

Board Approval Date: June 15, 2020

EIN/TIN: 81-2592903

EXHIBIT A - revised

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Rancho Santiago Community College District

COLLEGE: N/A

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 8
Develop transition plan and facilitate onboarding of new RD-EE for OC on new grant cycle.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
8.1	Discuss Regional Director-Employer Engagement (RD-EE) objectives and past needs with OC Regional Consortium leadership and help proactively develop a workplan for 20-21.	Workplan will meet OC needs for employer engagement.	July- Sept 2020	Steve Wright Gustavo Chamoro
8.2	Communicate with interested CC's with regard to RD-EE competencies and success factors and meet with prospective applicants to help them understand the job.	Credible applicants will be identified for the role.	July- Sept 2020	Steve Wright Gustavo Chamoro
8.3				

6.1 (7)

EXHIBIT A - revised

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Rancho Santiago Community College District

COLLEGE: N/A

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 9
Enhance Remote Business Professional Program from the BIW pathways and Digital Media applications training that is responsive to the post COVID-19 work from home environment for implementation in OC.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
9.1	Survey OC Business Faculty for interest in evolving programs to suit a post-COVID increasing remote work world (Business Technology and Digital Media)	Identify faculty advocates.	July- Sept 2020	Steve Wright Nicole Sherman
9.2	Identify business needs relative to remote workers utilizing research, available survey and outreach methodologies.	Establish priority business needs.	July- Sept 2020	Steve Wright Nicole Sherman
9.3	Establish a relevant list of skills and prospective courses for OC CCCs to align for program offerings (Business Technology and Digital Media)	Presentation and whitepaper on remote business professional skills.	July- Sept 2020	Steve Wright Nicole Sherman

6.1 (8)

EXHIBIT A - revised

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: Deputy Sector Navigator

DISTRICT: Rancho Santiago Community College District

COLLEGE: N/A

RFA NUMBER: 18-207

**Statement of Work (Annual Workplan)
Objectives**

Objective: 9
Enhance Remote Business Professional Program from the BIW pathways and Digital Media applications training that is responsive to the post COVID-19 work from home environment for implementation in OC.

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
9.4	Collaborate with the OC Multi Sector Recovery and Retraining Team as appropriate (Business technology and Digital Media)	Achieve consistency in product and messaging with OC efforts.	July- Sept 2020	Steve Wright Nicole Sherman
9.5				
9.6				

6.1 (9)

EXHIBIT A - revised

Budget

Project: Regional Director-Employer Engagement (formerly Deputy Sector Navigator)

Sector: Info & Comm Tech (ICT)/Digital Media

District: Rancho Santiago Community College District

College: N/A

Fiscal Year: 2020/21

Prime Award.: 19-207-001

Project Performance Period: July 1, 2020 - September 30, 2020

Subcontractor: Stephen A. Wright, LLC

Total Cost:

The total cost to RSCCD for performance of this Agreement shall not exceed \$36,249 USD.

Invoices:

SUBCONTRACTOR will submit three (3) monthly invoices to receive payment for work performed for this Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: June 15, 2020
Re: Approval of Professional Services Agreement with 25 th Hour Communications for Marketing and Advertising Services	
Action: Request for Approval	

BACKGROUND

The director of Public Affairs & Publications position remains vacant at the Rancho Santiago Community College District offices. The Board of Trustees approved an agreement with 25th Hour Communications at the December 9, 2019 meeting to assist with marketing and advertising services to the Rancho Santiago Community College District ([link](#)). That contract period ends June 30, 2020. The agreement proposed is to continue assistance with marketing and advertising services that include but not limited to:

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

ANALYSIS

25th Hour Communications is a comprehensive marketing and communications agency with expertise in higher education and, in particular, in California community colleges. This agreement includes a combination of onsite and remote services from July 1, 2020 - December 31, 2020. The District will have access to the entire 25th Hour Communications team throughout the term of the contract including one point person onsite two days per week. 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.

This agreement is funded by the Public Affairs Department through general funds.

RECOMMENDATION

It is recommended that the Board approve this agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related agreement on behalf of the district.

Fiscal Impact: \$70,000.00	Board Date: June 15, 2020
Prepared by: Patricia S. Duenez, Assistant to the Vice Chancellor, Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of the Educational Services Division and 25th Hour Communications, Inc., having its principal business address located at 4756 Mallard Ct., Paso Robles, CA 93446 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

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

2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 1, 2020, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

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

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed seventy thousand Dollars (\$70,00.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Enrique Perez, J.D.
Vice Chancellor, Educational Services
2323 N. Broadway, Ste. 302
Santa Ana, CA 92706

Contractor: Trish Lamantia
4756 Mallard Ct.
Paso Robles, CA 93446

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

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

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

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

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

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

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

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

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

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

for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: Patricia Lamantia
Signature of Authorized Person

Print Name: Patricia Lamantia

Print Title: CEO

Date: 6/3/2020

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

25th Hour Communications 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, 2020 - December 31, 2020. You will have one point person onsite two days per week, but will have access to entire 25th Hour Communications 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.
- 3) 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.
- 4) 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.
- 5) 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. Access will continue through June 30, 2021.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) Web Content Development: We will serve as the web content support agents for your websites by writing new content as needed.
- 10) 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.

Terms & Conditions:

25th Hour Communications 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.

25th Hour Communications plans to begin this project upon approval of the proposal and expect completion by December 31, 2020. Based on the findings, the project scope and schedule may change with the agreement of both parties.

All invoices must include purchase order number.

Send invoices to the attention of: Enrique Perez, J.D., Vice Chancellor of Educational Services, RSCCD at perez_enrique@rscdd.edu.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	June 15, 2020
Re:	Approval of Agreement for General Counsel Services – AlvaradoSmith		
Action:	Request for Approval		

BACKGROUND

The District utilizes a number of law firms for specialized legal services. In May 2016 the board of trustees engaged AlvaradoSmith to serve as General Counsel with Ruben Smith, Esq. as Supervising Attorney.

ANALYSIS

Hourly rates for service as General Counsel will be \$300 per hour for the first 20 hours per month and \$305 per hour for those in excess of 20 hours. Other hourly rates are \$325 per hour for shareholders; \$280 per hour for associates and \$140 per hour for paralegals. Other expenses incurred will be billed monthly at the actual cost.

Ruben Smith, Esq., General Counsel to the Board of Trustees has reviewed and approved this agreement.

The term of this agreement is from July 1, 2020 through June 30, 2021.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and AlvaradoSmith as presented.

Fiscal Impact:	Based upon utilization	Board Date:	June 15, 2020
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Marvin Martinez, Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

Rancho Santiago Community College District

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2020, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ALVARADOSMITH, A PROFESSIONAL CORPORATION (the "FIRM").

RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services;
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

1. TERM OF PROFESSIONAL SERVICES AGREEMENT

The term of this AGREEMENT shall begin July 1, 2020 and shall continue thereafter until June 30, 2021 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at any time upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

2. SCOPE OF REPRESENTATION

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

3. THE FIRM'S SERVICES AND RESPONSIBILITIES:

- a. **Supervising Attorney: The FIRM appoints Ruben Smith as the "General Counsel" and the "Supervising Attorney" for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in**

writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of General Counsel shall be subject to prior written approval by the DISTRICT.

- b. Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT
- c. Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- d. Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work. .
- e. Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
 - i.** If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- f. Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM 1s notified that the DISTRICT'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 any single source offifty dollars (\$50.00) or less during any twelve-month period. "

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

4. THE DISTRICT'S RESPONSIBILITIES:

- a. **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b. **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

5. COMPENSATION:

- a. **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b. **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non- Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
 - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: **1)** stop services on the date and to the extent specified in the Suspension or Termination Notice; and **2)** complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

- b. Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
- c. Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. DISPUTE RESOLUTION. In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.

The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:
Mr. Marvin Martinez
Chancellor
Rancho Santiago Community College District
2323 N Broadway, Suite 410
Santa Ana, CA 92706
Email: martinez_marvin@rsccd.edu

To the FIRM:
The Firm:
AlvaradoSmith
1 Macarthur Place, Suite 200,
Santa Ana, Ca 92707
EMAIL: rsmith@alvaradosmith.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT 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 the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other 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 DISTRICT, 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 services rendered effective as of the date of this AGREEMENT.
11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to

the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
 - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
 - u. The above insurance must be provided or written on an occurrence basis.
- b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
- d. **Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.**

12. INDEPENDENT CONTRACTOR STATUS: This AGREEMENT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

13. GOVERNING LAWS: This AGREEMENT 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 AGREEMENT shall be brought in Orange County.

14. ENTIRE AGREEMENT: This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and

contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

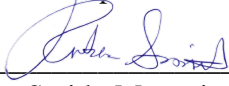
15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

[Signatures to follow on the next page]

AGREEMENT FOR PROFESSIONAL SERVICES

EXECUTED AS SET FORTH HEREINABOVE:

AlvaradoSmith,
a professional corporation

By: 
Ruben Smith, Managing Shareholder

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____
Name:
Title:

Approved as to Form:

AlvaradoSmith, a
Professional Law Corporation

By: _____
Ruben A. Smith

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES
DISTRICT BILLING REQUIREMENTS

A. Billing Submissions

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

B. Approval and Payment

Before any payment is made, all bills must be sent to DISTRICT's General Counsel at the address below. The General Counsel, who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills to the DISTRICT for final review and payment.

Ruben Smith, Esq.
AlvaradoSmith APC
1 MacArthur Place, Suite 200
Santa Ana, CA 92707
Tel: 714-852-6800
rsmith@alvaradosmith.com

C. Billing Format

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1110th (.10) of an hour. Minimum charges for any activity in any amount above 1110th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed.

The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

C. Level of Work Performed

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to

work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent (10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

D. Maximum Allowable Charges

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated

copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

E. Travel

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non-DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

F. Disallowed Charges

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items:

- (1) Local telephone calls and all cellular phone charges;
- (2) Per-page fax charges;
- (3) Routine postage, such as U.S. Postal Service rates for letters;
- (4) File opening, file organization, or other administrative charges;
- (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained;
- (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case);
- (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable;
- (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills);
- (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing.);
- (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval;
- (11) Meals, except in conjunction with travel as authorized by the DISTRICT;
- (12) Entertainment;
- (13) Staff overtime charges;
- (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment);
- (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get

up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; (18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS

Hourly Rates (Billed at .10 minute increments)	
General Counsel	\$300 For first 20 hours*
Shareholders	\$325
Associates	\$280
Paralegal	\$140
<p>*General Counsel Services The Firm shall charge a lower rate of \$300 per hour for the first 20 hours per month for attending Board meetings, other general meetings at the college, regardless of which attorney attends the meetings, at the college such as Cabinet Committee Meetings, meetings with the Chancellor of the District, staff and Board Members, as well as for telephone calls relating to general District business ("General District Business"). If the amount of hours spent on these activities exceeds 20 hours, then the firm will bill the rest of the hours for this type of work at the reduced rate of \$305 per hour. All other matters not relating to General District Business shall be billed at the discounted rate of \$325 per hour for matters billed by</p>	

Shareholders and \$280 for Associates based on the number of years of practice.	
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Training Costs. The Firm will provide up to 4 in-services training seminars to the District at no cost each fiscal year.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: June 15, 2020
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, 2020. 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, 2020 through June 30, 2021.

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 15, 2020
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Marvin Martinez, Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES (“Contract”) is made and entered into this 1st day of July 2020, 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: Marvin Martinez, 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

By: 

Christopher J. Townsend
President

“CLIENT”
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
a non-profit corporation

By: _____
Marvin Martinez
Chancellor

EXHIBIT "A"
TO
CONTRACT FOR CONSULTING SERVICES

TERM: July 1, 2020 through June 30, 2021

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

Human Resources

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Legal Services Agreement – Liebert Cassidy Whitmore	
Action:	Request for Approval	

BACKGROUND

The District utilizes a number of law firms for specialized legal services. The law firm of Liebert Cassidy Whitmore (LCW) specializes in employment relations matters and school law matters, including representation in negotiations and in administrative and court proceedings, as requested by District or otherwise required by law. LCW has offices in Northern and Southern California, with offices located in Los Angeles and San Diego.

ANALYSIS

Hourly rates for service will remain the same and ranges from \$340 for partners; \$310 per hour for senior counsel; \$210-290 per hour for associates; \$240 for labor relations/HR consultant; \$130 for paralegals; \$125 for e-discovery specialists and \$130-170 for law clerks. Other expenses incurred will be billed monthly at the actual cost.

The term of this agreement is from July 1, 2020 through June 30, 2021.

Due to the Covid-19 issues we are recommending that all legal services contracts be extended for one year. We intend to prepare a request for proposal for legal services for all legal services during this next fiscal year.

Ruben Smith, Esq., General Counsel to the Board of Trustees has reviewed and approved this agreement.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Vice Chancellor of Human Resources or her designee to renew the proposed agreement between Rancho Santiago Community College District and Liebert Cassidy Whitmore as presented.

Fiscal Impact:	Based upon utilization	Board Date: June 15, 2020
Prepared by:	Tracie Green, Vice Chancellor, Human Resources	
Submitted by:	Tracie Green, Vice Chancellor, Human Resources	
Recommended by:	Marvin Martinez, Chancellor	

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (“District”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until District returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide District with consulting, representational and legal services pertaining to employment relations matters and school law matters, including representation in negotiations and in administrative and court proceedings, as requested by District or otherwise required by law.

3. Fees, Costs, Expenses

District agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Forty Dollars (\$210.00 - \$340.00). See Schedule I for a full Fee Schedule. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the District with written notification of any adjustment in the range of rates. Attorney bills its time in minimum units of one-tenth of an hour.

For Litigation Matters

See Schedule II attached for a description of Attorney's Litigation and E-Discovery Management.

Other Expenses

District agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of District. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page. See Schedule I attached.

Payment by District against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. Professional Liability Insurance

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

5. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between District and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between District and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

6. File Retention

After our services conclude, Attorney will, upon District's request, deliver the file for the matter to District, along with any funds or property of District's in our possession. If District requests the file for the matter, Attorney will retain a copy of the file at the District's expense. If District does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If District does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to District. At any point during the seven (7) year period, District may request delivery of the file.

7. Assignment

This Agreement is not assignable without the written consent of District.

8. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of District.

9. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

10. Term

This Agreement is effective July 1, 2020 to June 30, 2021, and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

RANCHO SANTIAGO
COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE I – FEES & COSTS

1. Hourly Rates (As of Agreement Effective Date)

Partners	\$340.00
Senior Counsel	\$310.00
Associates	\$210.00 - \$290.00
Labor Relations/HR Consultant	\$240.00
Paralegals	\$130.00
E-Discovery Specialists	\$125.00
Law Clerks	\$130.00 - \$170.00

2. COSTS

1. Photocopies	\$0.15 per copy
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SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information (“ESI”) in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of \$375 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today’s complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of the Ground Lease with the City of Santa for the Adult Education Center Located on the Grounds of Centennial Park	
Action:	Request for Approval	

BACKGROUND

For over 40 years Rancho Santiago Community College District (the “District”) has operated the Santa Ana College School of Continuing Education (the “Adult Education Center”) at a campus located on the grounds of Santa Ana’s Centennial Park. The park is owned and operated by the City of Santa Ana (“City”). Historically the District occupied the campus under the terms of a November 5, 1979 license agreement with the City. That license agreement has now expired, and the District must enter into a new agreement with the City in order to continue operating the Adult Education Center.

ANALYSIS

In early 2019 the District and the City entered into negotiations for a new long-term Ground Lease to replace the 1979 license agreement. After much hard work by all parties involved, an agreement has been reached (subject to approval by the Board of Trustees) for the City and District to enter into a new Ground Lease which would give the District the right to occupy the campus premises and operate the Adult Education Center for another 81 years, through June 3, 2101. The District’s negotiating team believes the economic terms and other provisions of the Ground Lease are favorable to the District. The City has signed the Ground Lease.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor or his designee to sign on behalf of the District the proposed Ground Lease between the District and the City of Santa Ana for the Adult Education Center located on the grounds of Centennial Park as presented.

Fiscal Impact: Rent not exceeding \$56,440 during 1 st year. Annual rent increases not to exceed 5% One-time capital improvement payment of \$1 Million (likely within 5 years) Construction costs for campus improvements during years 2030-2035 (approx.)	Board Date: June 15, 2020
Prepared by:	Ruben Smith, Board General Counsel
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor
Recommended by:	Marvin Martinez, Chancellor

presencia silvia
cuerpo ds

INSURANCE NOT ON FILE
WORK MAY NOT PROCEED
CLERK OF COUNCIL
DATE:

MAY 18 2020

GROUND LEASE WITH RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FOR A PORTION OF CENTENNIAL PARK KNOWN AS THE SANTA ANA COLLEGE-SCHOOL OF CONTINUING EDUCATION

Preamble and Recitals

This lease is entered into on May 8, 2020, by and between Rancho Santiago Community College District ("District") and the City of Santa Ana, a municipal corporation of the State of California ("City"), collectively referred to as "the Parties."

- A. City is the owner of real property in the City of Santa Ana, County of Orange, State of California, commonly known as the Santa Ana College-School of Continuing Education (the "Premises") located at City's Centennial Park ("Park") at 2900 West Edinger Avenue, in Santa Ana, California. Exhibit "A," which is attached and made part of this lease, depicts the Premises, which is the area containing buildings located between the two parking lots. Exhibit "A" also depicts the parking lots and access road which serve the Premises, but those are not part of the Premises.
- B. District desires to lease the Premises for the purpose of operating an educational center.
- C. District previously operated its education center at the Premises pursuant to a license agreement between the parties. Said license agreement began on November 5, 1979 and included District erecting buildings on the Premises owned by the City. Said license agreement will expire upon the Commencement Date of this lease.
- D. The Parties agree that this lease is conditioned upon District making improvements, including significant improvements, for the public benefit, to the Premises during the term of this lease.
- E. The Parties agree that this lease is conditioned upon the National Park Service's approval of the lease or approval of a land conversion related to deed restrictions on the Park.

ARTICLE 1: LEASE OF PREMISES AND TERM OF LEASE

Agreement to Lease

Section 1.01. For and in consideration of the fees to be paid and covenants to be performed by District under the lease, City agrees to lease the Premises to District, and District agrees to lease the Premises from City, on the terms and conditions set forth in this lease. Except as expressly otherwise provided in this lease, "the Premises" includes the real property plus any appurtenances and easements described in Exhibit "A" of this lease, including any and all improvements now or subsequently located on the Premises, notwithstanding that any improvements may or shall be construed as affixed to and as constituting part of the described Premises, and without regard to whether ownership of the improvements is in City or District.

Term of Lease

Section 1.02. The term of this lease shall commence on May 8, 2020 (“Commencement Date”), and shall expire on June 3, 2101, unless terminated earlier as provided in this lease.

ARTICLE 2: FEES

Operation and Maintenance Fees

Section 2.01. During the term of this lease, District agrees to pay to City, on a quarterly basis, twenty-five percent (25%) of the operation and maintenance expenses (but excluding the cost of capital improvements) incurred by City in operating and maintaining the Park; provided, however, that during the first year of the term of this lease, the District shall not be required to pay more than Fifty-Six Thousand Four Hundred Forty Dollars (\$56,440.00) towards such operation and maintenance costs, and thereafter the amounts payable by the District hereunder for such operation and maintenance costs shall not increase by more than five percent (5%) per year. Costs payable by the District under this Section 2.01 shall be payable in equal installments on January 1, April 1, July 1, and October 1, subject to the City’s issuance of the Estimated Statement required by Section 2.02 below. The City acknowledges that the District has already paid the January and April installments for the year 2020. All such costs, and any fees required under this lease shall be paid to City at 20 Civic Center Plaza, P.O. Box 1988, Santa Ana, California, 92701, Attention: Executive Director or Parks, Recreation and Community Services Agency, or any other place or places that City may designate by written notice to District. Amounts payable under this Section 2.01 are sometimes referred to in this lease as “rent”.

Estimated Statements of Annual Costs

Section 2.02. On an agreed upon date annually during the term of this lease, the City shall deliver to the District the City’s good-faith estimate of the costs that will be payable by the District for the upcoming year pursuant to Section 2.01 above (“Estimated Statement”).

Annual Reconciliation of Costs

Section 2.03. After year-end of each year during the term of this lease, the City shall deliver to the District a statement of the actual costs owing by the District under Section 2.01 above for the preceding year (“Reconciliation Statement”). If the Reconciliation Statement

reveals that the District's share of those costs is more than the total rent paid by the District for the prior year's Section 2.01 costs, the District agrees to pay the City the difference in a lump sum within forty-five (45) days of receipt of the Reconciliation Statement. If the Reconciliation Statement reveals that the District's actual share of those costs is less than the total rent paid by the District for such prior year's costs, the City will credit any overpayment toward the next monthly installment(s) of rent.

District's Audit Rights

Section 2.04. If the District questions any Reconciliation Statement, it shall have the right, at any time within three (3) years after delivery thereof to the District, to request in writing copies of backup documentation reasonably sufficient to support the disputed item(s) in the Reconciliation Statement, which the City shall provide within a reasonable time (not to exceed thirty [30] days) after the City receives the District's written request. The District's right to request backup documentation shall not entitle the District to withhold, delay or offset against any payment of costs or any other charge owing under the lease pending resolution of the dispute. If the City and the District are unable to resolve the dispute within thirty (30) days after the District receives the requested supporting documentation, or if the City fails to timely deliver such documentation, then the District shall have the right, after reasonable notice and at reasonable times, to inspect and photocopy the City's accounting records at a location in the City of Santa Ana, California, mutually acceptable to the District and the City. If, after such inspection and photocopying, the District continues to dispute the amount of the costs attributable to the District pursuant to the Reconciliation Statement, then the District shall be entitled to retain a certified public accountant to audit and/or review the City's records to determine the proper amount of the District's proportionate share of the costs at issue. If such audit or review reveals that the City has overcharged the District, then the City shall either immediately credit the overpayment against the next installment(s) of rent due, or else refund the overpayment to the District within forty-five (45) days after the receipt of the results of the audit.

No Partnership or Joint Venture

Section 2.05. Nothing in this lease shall be construed to render City in any way or for any purpose a partner, joint venture, or any associate in any relationship with District other than that of City and District, not shall this lease be construed to authorize either to act as agent for the other.

ARTICLE 3: USE OF THE PREMISES

Permitted Use

Section 3.01. District shall use the Premises solely for the purpose of operating and maintaining (subject to District's agreement to make certain improvements set forth in this Lease) District's School of Continuing Education located on the Premises. The City agrees that the parking areas adjacent to the Premises as shown on Exhibit A shall be available without charge for use by the students, teachers and staff of that school. The City and District each acknowledges and understands that certain obligations under this lease are contingent upon the approval of the National Parks Service of said lease or in the alternate the approval of a land conversion by the National Parks Service. If neither is obtained, the City and District will terminate the lease on a schedule acceptable to both parties and in accordance with direction from the National Parks Service. District shall not change the use of the Premises without first obtaining the written consent of the City. District shall use its best efforts to use and permit Use of the Premises for purposes permitted by this Section 3.01.

Compliance with Laws

Section 3.02. District shall, at District's own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, both federal and state, and to any county or municipal ordinances which are enforceable against community college districts under California state law, whether those statutes, ordinance, regulations, and requirements are now in force or are subsequently enacted. The Parties acknowledge that under state law the design and construction of community college buildings and facilities is governed by the decisions and regulations of the California Department of General Services' Division of the State Architect ("DSA") rather than by municipal law. If any license, permit or other governmental authorization is required for lawful use or occupancy of the Premises or any portion of the Premises, District shall procure and maintain it throughout the term of this lease. To the extent that the City itself is the entity issuing such licenses, permits or other authorizations, the City agrees to work in good faith with the District to issue those permits as promptly as possible pursuant to the City's usual and customary practices and procedures for issuance of such licenses, permits, or authorizations, compliance with the Municipal Code, City Charter and applicable laws. Disputes between the Parties regarding violations of this Section or any other provision of this lease will be resolved by the dispute resolution procedures set forth in Exhibit "B" of this lease, which is incorporated by reference herein.

Prohibited Use

Section 3.03. District shall not use or permit the Premises or any portion of the Premises to be improved, developed, used or occupied in any manner or for any purpose that is in any way in violation of the deed restrictions on the Premises (unless or until they are removed), or in violation of Section 3.02 above. District shall not make improvements except as specified in Article 5 below. Furthermore, District shall not maintain, commit, or permit the

maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises and District.

ARTICLE 4: TAXES AND UTILITIES

District to Pay Taxes

Section 4.01. To the extent that there are any, District shall pay during the term of this lease, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this lease by any governmental agency or entity (other than the City) on or against the Premises, the improvements located on the Premises, personal property located on or in the Premises or improvements, and the leasehold estate created by this lease.

Tax Hold Harmless Clause

Section 4.02. District shall indemnify and hold City and City's property, including the Premises, and any improvements now or subsequently located on the Premises, free and harmless from any liability, loss or damage resulting from any taxes, assessments, or other charges required by this Article to be paid by District and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments or other charges.

Utilities

Section 4.03. District shall pay or cause to be paid, and hold City and City's property including the Premises free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, and other public utilities to the Premises during the lease's term and for the removal of a garbage and rubbish from the Premises during the term of this lease. All such utilities shall be separately metered to the Premises.

Payment by City

Section 4.04. Should District fail to pay within the time specified in this Article any taxes, assessments, or other charges required by this Article to be paid by the District, City may, without notice to or demand on District, pay, discharge, or adjust that tax, assessment, or other charge for the benefit of District. In that event, District shall promptly on written demand of City reimburse City for the full amount paid by City in paying, discharging, or adjusting that tax, assessment or other charge together with interest thereon at the then-maximum legal rate from the date of payment by City until the date of repayment by District. If this Article does not specify the time within which District must pay any charge required by this Article, District shall pay that charge before it becomes delinquent.

ARTICLE 5: IMPROVEMENTS BY DISTRICT

Previous Improvements

Section 5.01. The parties agree that pursuant to the previous license agreement between the parties, certain buildings and structures were built on the Premises. The terms of the previous license agreement between the parties provided that District had a duty to remove the structures or buildings from the property at the termination or expiration of the license and that, if District did not, the title of those buildings and structures would pass to the City. The parties agree that these improvements, for purposes of this lease, will be called "Previous Improvements," and that title for those Previous Improvements will remain with the District during the term of this lease but will automatically transfer to City upon expiration or termination of this lease. District agrees to execute, acknowledge, deliver to City any instrument requested by City as necessary in City's opinion to perfect City's right, title, and interest to the Previous Improvements and the Premises.

Duty to Make Significant Improvements

Section 5.02. District shall, at District's sole cost and expense, make Significant Improvements such as replacement of buildings on the Premises for the benefit of the users of the college campus located thereon, in the manner and according to the terms and conditions of this Article. References in this lease to "Significant Improvements" means those improvements to the Premises which the Parties will mutually agree upon within four and one half (4 ½) years of the Commencement Date. At the discretion of the Parties, an informal working group may be appointed by the Parties to facilitate determination of the Significant Improvements.

Some of the Significant Improvements shall be for the joint use of the District and the City. These improvements could include a branch library to be staffed by the City at the City's expense; a community room; and classrooms for recreational, physical fitness and other community service classes, such as yoga, dance, and similar subjects. The Parties will negotiate and enter into separate joint-use agreements for any Significant Improvements that will be jointly used by the City and the District, outlining the respective rights and responsibilities of each Party with respect to those joint-use facilities.

The Parties agree that it is their belief and intention that the improvements will increase the appeal and use of the Park by the public. The Parties agree that the Significant Improvements do not change the ownership of the Park and that the Significant Improvements, while owned by the District, do not create a property interest of any kind for the District in the Park. Where applicable and subject to Section 3.02 above, District will comply with the following terms:

- a) If the Significant Improvements meet the threshold of the City's Community Workforce Agreement in effect as of the date of this lease ("CWA"), District will comply with the terms of the CWA; and
- b) If required by law, District will pay prevailing wages as part of the construction contracts for the Significant Improvements.
- c) All improvements to the Premises, including Significant Improvements, will comply with City building standards, parking requirements, the Santa Ana Municipal Code, and Santa Ana City Charter, but only to the extent those are not preempted by state law or the requirements of the DSA (if applicable); and
- d) District will comply with the California Environmental Quality Act ("CEQA") for any Significant Improvements.

Duty to Make Capital Improvement Contribution

Section 5.03. In addition, the District shall make a one-time capital contribution in the amount of one million dollars (\$1,000,000) for improvement of areas adjacent to the Premises, which may include sidewalks, landscaping, surface parking lots, or similar items. The parties shall mutually agree upon the improvements for which that contribution shall be spent. The nature of the improvements must be such that they benefit both the City and the District. Examples of improvements that might be acceptable to both parties are: (i) new signage including an electronic sign at the corner of Fairview Street and Edinger Avenue that would be shared between the District's college and the City's Parks and Recreation Department; (ii) improved lighting in the portion of the Park surrounding the Premises; (iii) improved landscaping in the portion of the Park surrounding the Premises; (iv) improved utility infrastructure, including a new water main leading to the Premises; (v) a contribution towards improvements to the Park's lake, to help reduce the odor emitted from the lake which affects the Premises; (vi) a contribution towards developing a lighted corridor between Godinez High School, the Park's parking structure, and the Premises; and/or (vii) improvements to the Park's parking lots which serve both users of the Park and users of the Premises.

Requirement of City's Written Approval

Section 5.04. No structure or improvement of any kind shall be constructed on the Premises unless and until the plans, specifications, and proposed location of that structure or improvement has been approved in writing by City prior to the District's submission of same to the DSA where applicable. Furthermore, no structure or other improvement shall be constructed on the Premises that does not comply with plans, specifications and locations approved in writing by City, except as modified at the direction of the DSA where applicable.

Preparation and Submission of Plans

Section 5.05. District shall, at District's own cost and expense, engage a licensed architect or engineer to prepare plans and specifications for the Significant Improvements:

- a) District shall submit the following to City for approval by the date which is the later of (i) five (5) years after the commencement of this lease or (ii) three (3) years after approval by the National Parks Services of the land conversion identified in Section 3.01 above, or (iii) three (3) years after the Parties have agreed upon the Significant Improvements:
 1. Two copies of drawings and materials in the form of plans, elevations, sections and rendered perspectives sufficient to convey the architectural design of the Significant Improvements to City.
 2. Two copies of the estimated construction costs for the Significant Improvements prepared by the engaged architect or engineer.
- b) Within 30 days after approval by City of the items specified in subsection a) of this Section. District shall provide two copies of the following to City:
 1. Detailed working drawings, plans and specifications for the Significant Improvements; and
 2. A revised statement of estimated construction costs for the Significant Improvements prepared by the engaged architect or engineer.

City's Approval or Rejection of Plans

Section 5.06. Within 30 days after receipt by City of any documents submitted to City for approval under Section 5.05 of this lease, City shall either approve those documents or City shall give written notice to District of any reasonable objections City may have to those documents. In the event that City fails to provide written notice to the District within 30 days after receipt of said documents, District will advise City's City Manager in writing and allow for an additional 30 day period. The City's failure to provide such notice within 30 days, after District advises City Manager in writing of any failure to provide written notice of any objections, shall be deemed approval by the City (on design but not for purposes of any required submissions for discretionary approvals, permits, entitlements, and similar approvals legally required from City as a public entity approving or denying said Significant Improvements). . Notwithstanding the foregoing, the City acknowledges that both the design and the manner of construction of classrooms and other community college facilities is governed by The Field Act (as codified in the California Education Code) and is subject to approval by the California Department of General Services' Division of the State Architect ("DSA"); the City agrees that it shall not disapprove any design element or construction specifications which are required by the Field Act or the DSA. Within a reasonable time not to exceed 60 days, after service on District of the written notice of City's objections, District may deliver corrective amendments to the documents to City and City shall, within a reasonable

time, not to exceed 60 days, after receiving the corrective amendments, serve written notice on District of City's approval or rejection of the documents as so amended.

Submission of Plans to DSA

Section 5.07. After approval by City of the documents pertaining to the Significant Improvements described in Section 5.02 of this lease, the District shall submit those documents to the DSA for approval, if the nature of the Significant Improvement is such that the plans are required to be submitted to the DSA by the Field Act or other applicable State law. The City shall have no right to approve or disapprove any changes required by the DSA, but shall have the right to approve or disapprove any substantial change proposed by the District independent of DSA requirements in the plans or specifications for the Significant Improvements shall be approved by the City. For purposes of this Section, "substantial change" means one that materially changes the exterior appearance of the Significant Improvements or one that results in a decrease in construction costs of 25% or more. City's failure to give written notice to District of any objections City may have to any proposed substantial changes within 60 days after a written statement of the proposed substantial changes has been given to City by District shall constitute City's approval of the changes. Minor changes proposed by the District independent of DSA requirements in work or materials not constituting a substantial change need not be approved by City but a copy of the altered plans and specifications reflecting those changes shall be given to City.

All Work on Written Contract

Section 5.08. All work required in the construction of the Significant Improvements, including any site preparation work, landscaping work, and utility installation work, as well as actual construction work on the significant improvement, shall be performed only by competent contractors licensed under the laws of the State of California and shall be performed in accordance with written contracts with those contractors. Each such contract shall provide that the final payment under the contract due to the contractor shall be in an amount equaling at least five percent (5%) of the full amount payable under the contract and shall be paid to contractor (subject to the District's right to withhold disputed amounts) not later than sixty (60) days after the date of completion.

Performance and Lien Bonds

Section 5.09. Each contractor engaged by District to perform any services for construction of the Significant Improvement including any construction, site preparation, utility installation, landscaping, or parking lot construction services, shall furnish to District, who shall deliver copies of both of the following to City, at the contractor's own expense at the time of entering a contract with District for those services:

- a) A bond issued by a corporate surety authorized to issue surety insurance in California in an amount agreed upon by the parties) securing the faithful performance by the contractor of its contract with District;
- b) A bond issued by a corporate surety authorized to issue surety insurance in California in an amount equal to one hundred percent (100%) of the contract provide payable under the contract securing the payment of all claims for the performance of labor or services on, or the furnishing of materials for, the performance of the contract.

Compliance with Laws and Standards

Section 5.10. The Significant Improvements shall be constructed, all work on the Premises shall be performed, and all buildings, or other improvements on the Premises shall be erected in accordance with all valid laws, ordinances, regulations, and orders of all federal, state, county, or local governmental agencies or entities having jurisdiction over the Premises as specified in Section 3.02 above. This includes compliance with City building standards to the extent they are not inconsistent with the Field Act or requirements of the DSA where applicable, parking requirements, and where applicable CEQA; provided, however, that any structure or other Improvement erected on the Premises, including the Significant Improvements, shall be deemed to have been constructed in full compliance with all such valid laws, ordinances, regulations and orders when a valid final Certificate of Occupancy or other DSA approval where applicable allowing for occupancy and use of the structure or other improvements have been duly issued by proper governmental agencies or entities. All work performed on the Premises under this lease, or authorized by the lease, shall be done in a good workmanlike manner and only with new materials of good quality and high standard.

Time for Commencement of Construction

Section 5.11. District shall cause construction of the Significant Improvements to be commenced no later than seven (7) years after the Commencement Date or three (3) years after the plan submission deadline specified in Section 5.05(a) above, whichever is later. In the event that, District fails to commence construction of the Significant Improvements on or before that time, City will provide 1 years' worth of notice in writing to District of the termination of this lease. Said notice shall be revoked by City in the event that District causes construction of the Significant Improvements to be commenced, meaning not less than, completion of the construction of the foundation of the agreed upon Significant Improvement(s), no later than the end of that 1-year notice period.

Time for Completion of Construction

Section 5.12. District shall complete construction of each of the Significant Improvements no later than twelve (12) years after commencement of this lease or five (5) years after the construction commencement deadline specified in Section 5.11 above, whichever is later. Completion of construction shall be evidenced by issuance of a Certificate of

Occupancy(s) or final approval of building permits, or other evidence issued by the DSA where applicable, if a Certificate of Occupancy is not required. City may agree to extend the time for completion of the Significant Improvements in writing for good cause.

Mechanics Lien

Section 5.13. At all times during the term of this lease, District shall keep the Premises and all improvements now or hereafter located on the Premises free and clear of all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Premises. Should District fail to pay and discharge or cause the Premises to be released from any such lien or claim of lien within thirty (30) days after service on District of written request from City to do so, City may pay, adjust, compromise and discharge any such lien or claim of lien on any terms and in any manner that City may deem appropriate. In that event, District shall on or before the first day of the next calendar month following any such payment by City, reimburse City for the full amount paid by City in paying, adjusting, compromising, payment by City, reimburse City for the full amount paid by City in paying, adjusting, compromising, and discharging that lien or claim of lien, including any attorneys' fees or other costs expended by City together with interest at the then-maximum legal rate from the date of payment by City to the date of repayment by District.

Zoning and Use Permit

Section 5.14. Should District deem it necessary or appropriate to obtain any use permit, variance, or entitlements of the Premises to construct Significant Improvements, City agrees to execute any documents, petitions, applications, and authorizations that may be necessary or appropriate to construct Significant Improvements. Any permits, variances, entitlements, and/or plans necessary to construct Significant Improvements shall be obtained at the sole cost and expense of District and District agrees to protect and save City and the property of City, including the Premises, free and harmless from any cost or expense.

Ownership of Improvements

Section 5.15. With the exception of Previous Improvements discussed in Section 5.01, title to all improvements, including Significant Improvements, to be constructed on the Premises by District shall be owned by District during the lease term and shall become the property of the City upon expiration or earlier termination of the lease, unless expressly agreed in writing by the parties. District agrees to execute, acknowledge, deliver to City any instrument requested by City as necessary in City's opinion to perfect City's right, title, and interest to the improvements, including Significant Improvements.

ARTICLE 6- ENCUMBRANCE OF LEASEHOLD ESTATE

Section 6.01. District shall not encumber the leasehold estate under this lease without the express written permission of City, which permission shall not be unreasonably withheld.

ARTICLE 7- REPAIRS AND RESTORATION

Maintenance by District

Section 7.01. At all times during the term of this lease District shall, at District's own cost and expense, keep and maintain the Premises, all improvements, and all appurtenances (including landscaped and parking areas) now or hereafter on the Premises in a first-class condition, in good order and repair, and in a safe and clean condition.

Requirements of Government Agencies

Section 7.02. At all times during the term of this lease, District, at District's own cost and expense, shall do all of the following, subject to Section 3.02 above:

- a) Make all alterations, additions, repairs to the Premises or the improvements on the Premises, required by any valid law, ordinance, statute, order or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Notwithstanding the foregoing, if the City is the entity imposing such law, ordinance, statute, order or regulation, the District's obligations hereunder shall apply only to those which are consistent with the Premises' zoning, City building standards or are applicable to all properties within the City
- b) Observe and comply with all valid laws, ordinances, statutes, orders and regulations now or hereafter made or issued by governmental authorities other than the City respecting the Premises or the improvements.
- c) Contest if District, in District's sole discretion, desires by appropriate legal proceedings brought in good faith and diligently prosecuted in the name of the District, or in the names of District and City where appropriate or required, the validity or applicability to the Premises of any law, ordinance, statute, order, or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity; provided, however, that any such contest or proceeding, through maintained in the names of District and City, shall be without cost to City, and District shall protect the Premises and City from District's failure to observe or comply during the contest with the contested law, ordinance, statute, order or regulation; and
- d) Indemnify and hold City and the property of City, including the Premises, free and harmless from any and all liability, loss, damages, fines, penalties, claims,

actions resulting from District's failure to comply with and perform the requirements of this section.

District's Duty to Restore Premises

Section 7.03. If at any time during this lease's term, any improvement(s) or Previous Improvements for which District holds title, now or hereafter on the Premises are destroyed in whole or in part by fire, theft, the elements, or any other cause not the fault of the City, this lease shall continue in full force and effect and District, at District's own cost and expense, shall repair and restore the damaged improvements or Previous Improvements.

- a) Any restoration by District of the Improvement(s) shall comply with the original plans for the improvements described in Article 5, except as (i) modified by District and approved in writing by City or (ii) required by the DSA, the Field Act, or other applicable law. Any restoration by District of Previous Improvements under the previous 1979 license between the parties shall comply with the original project approvals except that any currently applicable code updates shall be made, except as otherwise modified by District and approved in writing by City.
- b) The work of repair and restoration shall be commenced by District within ninety (90) days after the damage or destruction occurs and shall be completed with due diligence not later than two years after the work commenced or a date mutually agreed upon in writing by the parties. In all other respects, the work of repair and restoration shall be done in accordance with the requirements for original construction work on the whether or not funds are available from insurance proceeds.
- c) Notwithstanding the foregoing, the District shall have the right to terminate this lease without repair or replacement if the damage or destruction occurs during the final ten (10) years of the term of this lease. If the District elects to terminate the lease without repairing or replacing a damaged or destroyed building, the District shall at its expense demolish the building and remove the demolition debris.

Application of Insurance Proceeds

Section 7.04. Except to the extent prohibited by state law, any and all fire, casualty, or other insurance proceeds that become payable at any time during the term of this lease because of damage to or destruction of any improvements for which District holds title, on the Premises shall be paid to District and applied by District toward the cost of repairing and restoring the damaged or destroyed improvements, in the manner required by Section 7.03 of this lease.

ARTICLE 8- INDEMNITY AND INSURANCE

Indemnity Agreement

Section 8.01. Each Party shall indemnify and hold the other free and harmless from any and all liability claims, loss, damages, or expenses resulting from District's occupation and use of the Premises (where the District is the indemnifying party) or resulting from the City's ownership and operation of the Park (where the City is the indemnifying party), specifically including, without limitation, any liability, claim, loss, damage, or expense arising by reason of the following:

- a) The death or injury of any person, including District or any person who is an employee, board member, official, agent of District, or any invitee to the property by District or by reason of the damage to or destruction of any property owned by District or by any person who is an employee or agent of District, from any cause whatever while that person or property is in or on the Premises or in any way connected with the Premises or with any of the improvements or personal property on the Premises;
- b) Any work performed on the Premises or materials furnished to the Premises at the instance or request of District or any person or entity acting for or on behalf of District; or
- c) District's failure to perform any provision of this lease or to comply with any requirement of law or any requirement imposed on District or the Premises by any duly authorized governmental agency or political subdivision.

Liability Insurance

Section 8.02. District shall, at District's own cost and expense (unless otherwise agreed to in any joint-use agreement entered into by the parties pursuant to Section 5.02 above relative to joint-use facilities), procure and maintain during the entire term of this lease a broad form comprehensive coverage policy of public liability insurance issued by an insurance company licensed by the State of California insuring District and City against loss of liability caused by or connected with District's occupation and use of the Premises under this lease in amounts not less than the following:

- a) District shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of District's operations in the performance of this lease, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount which is

customary and agreed upon by the parties. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions.

- b) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c) Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, the District, is required to be insured against liability for worker's compensation or to undertake self-insurance.
- d) The following requirements apply to the insurance to be provided by the District pursuant to this section:
 - 1. The District shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - 2. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - 3. The District shall supply City with a fully executed additional insured endorsement.

Fire and Casualty Insurance

Section 8.03. District shall, at District's own cost and expense (unless otherwise agreed to in any joint-use agreement entered into by the parties pursuant to Section 5.02 above relative to joint-use facilities), at all times during the term of this lease, keep all improvements on the Premises, including Previous Improvements, insured for their full replacement value by insurance companies authorized to do business in the State of California against loss of destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire and earthquake insurance policies in the county where the Premises are located.

Specific Perils to Be Insured

Section 8.04. Notwithstanding anything to the contrary contained in Section 8.03 of this lease, the insurance required by Section 8.03 of this lease shall, whether or not included in the standard extended coverage endorsement referred to in Section 8.03, insure all improvements, including Significant Improvements, on the Premises against loss of destruction by earthquake, flood, windstorm, cyclone, tornado, hail, explosion, riot, civil unrest, malicious mischief, vandalism, aircraft, fire, smoke damage, and sprinkler leakage. Furthermore, the insurance required by Section 8.03 of this lease during the construction of the Significant Improvements described in Article 5 shall include coverage for course of construction, vandalism, and

malicious mischief, insuring the Significant Improvements during its construction and all materials delivered to the site of the Significant Improvements for their full insurable value.

Deposit of Insurance with City

Section 8.05. District shall, within 10 days after the commencement of the lease and promptly thereafter when any such policy is replaced, rewritten, or renewed, deliver to City a true and correct copy of each insurance policy required by this lease or a certificate of insurance from an authorized agent of the insurance companies, providing evidence of the coverages required by this lease. Failure to provide the insurance policies or a certificate of insurance as specified in this Section is grounds for immediate termination of the lease.

Notice of Cancellation of Insurance

Section 8.06. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

ARTICLE 9-CONDEMNATION

Total Condemnation

Section 9.01. If, during the term of this lease, fee title to all of the Premises or to all of the improvements, including Significant Improvements, or the entire leasehold estate of District is taken under the power of eminent domain by a public or quasi-public agency or entity other than the City and other than any entity or agency controlled by the City ("total taking"), this lease shall terminate as of 12:01 a.m. on whichever of the following occurs first: (1) the date legal title becomes vested in the agency or entity exercising the power of eminent domain; or (2) the date actual physical possession is taken by the agency or entity exercising the power of eminent domain. Thereafter, both City and District shall be released from all obligations under this lease, except those specified in Section 9.05.

Partial Taking-Improvements

Section 9.02. If at any time during the term of this lease a taking occurs that is less than a total taking and affects the rentable portion of the improvements on the Premises, all compensation and damages payable for that taking shall be made available to and used, to the extent reasonably needed, by District to repair any portion of the remaining rentable portion of the improvements damaged by the taking and to replace the rentable portion of the improvements taken with other new rentable space on the portion of the Premises not taken, provided that replacement is then permitted by existing law. Plans and specifications for the replacement rental space must be compatible, in terms of architecture and quality of construction, with the improvements not taken and must be first approved in writing by City pursuant to Article 5 above. Notwithstanding anything to the contrary in this Section, if the

rentable portion of the improvements taken by eminent domain results in a net loss of fifty percent (50%) or more of the area of the Premises that can, after considering any replacement rentable space that can be lawfully constructed on the remaining portion of the Premises and paid for by the condemnation proceeds, be devoted to rentable space as compared with the area devoted to that rentable space immediately before the taking, District may terminate this lease in the manner prescribed in Section 9.03 of this lease. Moreover, the District may also terminate this lease in the manner prescribed in Section 9.03 if, in the District's reasonable opinion, the number of parking spaces taken by eminent domain deprives the Premises of sufficient parking necessary for the operation of the college upon the Premises.

Termination for Partial Taking

Section 9.03. District may terminate this lease for the reasons stated in Section 9.02 of this lease, by serving written notice of termination on City within sixty (60) days after District has received from City or from the condemning authority written notice of an intended taking that sets forth the extent and scope of the intended taking. If District elects to terminate this lease, the effective date of the termination shall be the earlier of (1) the date of termination specified in District's notice to City or (2) the date the condemning authority takes physical possession of the portion of the Premises taken by eminent domain. On termination of this lease under this Section, the Premises shall be delivered to City free and clear of all encumbrances.

Condemnation Award

Section 9.04. Any compensation or damages awarded or payable because of the taking of all or any portion of the Premises by eminent domain shall be allocated between City and District as follows:

- a) All compensation or damages awarded or payable for the taking by eminent domain or any land that is part of the Premises shall be paid to and be the sole property of City, free and clear of any claim of District or any person claiming rights to the Premises through or under District.
- b) All compensation or damages awarded or payable because of any improvements, including Significant Improvements constructed or located on the portion of the Premises taken by eminent domain when only a portion of the Premises is taken by eminent domain and District is not entitled to or does not terminate this lease shall be applied in the manner specified in Section 9.02 or Section 9.03 toward the replacement of those improvements, including Significant Improvements, with equivalent new improvements, including Significant Improvements, on the remaining portions of the Premises.
- c) All compensation or damages awarded or payable because of the improvements constructed or located in the portion of the Premises taken by eminent domain when this lease is terminated because of the taking by eminent domain, whether

all or only a portion of the Premises is taken by eminent domain, shall be allocated between District and City as follows:

1. That percentage of the compensation or damages awarded or payable because of the improvements that equals the percentage of the full term of this lease that has, at the time of the taking, not expired shall belong to and be the sole property of the District.
 2. That percentage of the compensation or damages awarded or payable because of the improvements that equals the percentage of the full term of this lease that has, at the time of the taking, expired shall belong to and be the sole property of City.
 3. The term "time of taking" as used in this subparagraph shall mean 12:01 a.m. of whichever of the following shall first occur: the date that title, the date that physical possession of the portion of the Premises on which the improvements are located, is taken by the agency or entity exercising the eminent domain power.
- d) Any severance damages awarded or payable because only a portion of the Premises is taken by eminent domain shall be equally divided, except to the extent needed to replace and improvements taken by eminent domain with equivalent improvements on the remaining portion of the Premises when District cannot or does not terminate this lease, between City and District.

Rent Abatement for Partial Taking

Section 9.05. If title and possession of only a portion of the Premises is taken under the power of eminent domain by any public or quasi-public agency or entity during the term of this lease and District does not or cannot terminate this lease, then this lease shall terminate as to the portion of the Premises taken under eminent domain as of 12:01 a.m. on whichever of the following first occurs: the date title is taken, or the date actual physical possession of the portion taken by eminent domain is taken, by the agency or entity exercising the eminent domain power. Furthermore the rent payable under this lease (including fees and costs payable under Section 2.01 above) shall, as of that time, be reduced in the same proportion that the value of the portion of the Premises taken by eminent domain bears to the full value of the Premises at that time provided, however, that District shall, subject to the provisions of this lease, replace any improvements or facilities on the remaining portion of the Premises and do all other acts at District's own cost and expense required by the eminent domain taking to make the remaining portion of the Premises fit for the uses specified in this lease.

Voluntary Conveyance in Lieu of Eminent Domain

Section 9.06. A voluntary conveyance by City of title to all or a portion of the Premises to a public or quasi-public agency or entity (not affiliated with the City) in lieu of any under threat by that agency or entity to take it by eminent domain proceedings shall be considered a taking of title to all or any portion of the Premises under the power of eminent domain subject to the provisions of this Article.

ARTICLE 10- ASSIGNMENT AND SUBLEASING

No Assignment without City's Consent

Section 10.01. District may not assign this lease without the prior approval of City, which approval shall not be unreasonably withheld.

District's Right to Sublease

Section 10.02. District may not sublease the Premises without prior approval of the City, which approval shall not be unreasonably withheld.

ARTICLE 11-TERMINATION OF LEASE IF PROPERTY RETAKEN BY FEDERAL GOVERNMENT

Termination if Property Retaken by Federal Government

Section 11.01. It is understood that title to the Premises and surrounding area of Centennial Park was conveyed to the City by Quitclaim deed from the United States of America, and if, for any reason whatsoever, the federal government should retake possession of the property, City shall not be liable to District in any way whatsoever on account thereof. Nothing in this Article is intended to or shall waive the District's rights to receive condemnation proceeds from the federal government.

ARTICLE 12-DEFAULT AND REMEDIES

Continuation of Lease in Effect

Section 12.01. Should District breach this lease and abandon the Premises before the natural expiration of the lease's term, City may continue this lease in effect by not terminating District's right to possession of the Premises, in which event City shall be entitled to enforce all of City's rights and remedies under this lease, including the right to recover the rent specified in this lease as it becomes due under this lease.

Termination and Unlawful Detainer

Section 12.02. In the event of a default by either Party which remains uncured by the end of any and all applicable cure periods, the non-defaulting Party may terminate this lease by providing one year's written notice to the defaulting Party and/or utilize any or all legal options available to the non-defaulting Party.

Breach and Default by District

Section 12.03. All covenants and agreements contained in this lease are declared conditions to this lease and to the term hereby leased to District. Should District fail to perform any covenant, condition or agreement contained in this lease and the default is not cured within thirty (30) days, unless this lease specifies a longer cure period, after written notice of default is served on District by City, then District shall be in default under this lease. Notwithstanding the foregoing, if the nature of the default is such that it cannot reasonably be cured within 30 days, the District shall not be in default if it commences the cure within that 30-day period and thereafter diligently proceeds to implement the cure until complete. In addition to District's failure to perform any covenant, condition, or agreement contained in this lease within the cure period permitted by this section, the following shall constitute a default by District under this lease:

- a) The appointment of a receiver to take possession of the Premises or improvements, or of District's interest in, to, and under this lease, the leasehold estate, or of District's operations on the Premises for any reason, including, without limitation, assignment for benefit of creditors or voluntarily or involuntary bankruptcy proceedings, when not released within ninety (90) days.
- b) An assignment by District for the benefit of creditors; or the voluntarily filing by District of the involuntary filing against District of a petition, other than court action, or suit under any law for any purpose of (1) adjudicating District a bankrupt; (2) extending time for payment, (3) satisfaction of District's liabilities, or (4) reorganization, dissolution, or arrangement on account of, or to prevent, bankruptcy or insolvency; provided, however, that in the case of an involuntary proceeding, if all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated or otherwise permanently stayed or terminated within ninety (90) days after the filing or other initial event, then District shall not be in default under this Section; and
- c) The subjection of any right or interest of District to or under this lease to attachment, execution, or other levy, or to seizure under legal process when the claim against District is not released within ninety (90) days.

Cumulative Remedies

Section 12.04. The remedies given to City and District in this Article shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this lease.

Waiver of Breach

Section 12.05. The waiver by either Party of any breach by the other Party of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this lease.

Surrender of Premises

Section 12.06. On expiration or earlier termination of this lease, District shall surrender the Premises and all improvements, including Significant Improvements in or on the Premises to City in as good, safe, and clean condition as practicable, reasonable wear and tear expected.

Default by City

Section 12.07. should the City fail to perform any covenant, condition or agreement contained in this lease and the default is not cured within thirty (30) days, unless this lease specifies a longer cure period, after written notice of default is served on the City by the District, then the City shall be in default under this lease. Notwithstanding the foregoing, if the nature of the default is such that it cannot reasonably be cured within 30 days, the City shall not be in default if it commences the cure within that 30-day period and thereafter diligently proceeds to implement the cure until complete.

ARTICLE 13- OTHER PROVISIONS

Force Majeure

Section 13.01. Except as otherwise expressly provided in this lease, if the performance of any act required by this lease to be performed by either City or District is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the prompt payment of rent by District as required by this lease or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

Attorneys' Fees

Section 13.02. Should any litigation be commenced between the parties to this lease concerning the Premises, this lease, or the rights and duties of either in relation thereto, the party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum as and for the party's attorneys' fees in that litigation that shall be determined by the court in that litigation or in a separate action brought for that purpose.

Notices

Section 13.03. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to the parties shall be in writing and shall be deemed duly served and given when personally delivered to either party, or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, or sent by express mail that allows for tracking, or delivered by FedEx or any similar commercial courier and sent by next-day delivery where the signature of the recipient is required, addressed in all cases to the parties as indicated below. Either party may change its address for purposes of this Section by giving written notice of the change as specified in this Section.

a) Notice to City/City:

Clerk of Council
City of Santa Ana
20 Civic Center Plaza, M-30
Post Office Box 1988
Santa Ana, California 92702

And,

Executive Director of Parks, Recreation, and Community Services Agency
City of Santa Ana
20 Civic Center Plaza, M-23
Post Office Box 1988
Santa Ana, California 92702

With a courtesy copy to,

City Attorney
City of Santa Ana
20 Civic Center Plaza, M-29
Post Office Box 1988
Santa Ana, California 92702

b) Notice to District/Tenant:

Attention: Chancellor
Rancho Santiago Community College District
2323 North Broadway Street
Santa Ana, California 92706

With a courtesy copy to,

Ruben A. Smith, Esq.
AlvaradoSmith
1 MacArthur Place, Suite 200
Santa Ana, California 92707

Governing Law and Venue

Section 13.04. This lease, and all matters relating to this lease, shall be governed by the laws of the State of California in force at the time any need for interpretation of this lease or any decision or holding concerning this lease arises. Venue for any action regarding enforcement or interpretation of this lease shall be proper in Orange County, California.

Binding on Heirs and Successors

Section 13.05. This lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this section shall be construed as a consent by City to any assignment of this lease or any interest in the lease by District except as provided for in Article 10 of this lease.

Partial Invalidity

Section 13.06. If any provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

Sole and Only Agreement

Section 13.07. This instrument constitutes the sole and only agreement between the City and District respecting the Premises, the leasing of the Premises to District, the agreement to construct the improvements, including Significant Improvements but not the details of the improvements or Significant Improvements, described in this lease on the Premises, and the lease terms set forth in this lease, and correctly sets forth the obligations of City and District to

each other as of its date. Any agreements or representations respecting the Premises, their leasing to District by City, or any other matter discussed in this lease not expressly set forth in this instrument are null and void.

Time of Essence

Section 13.08. Time is expressly declared to be of the essence of this lease.

Non-Discrimination

Section 13.09. District shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. District affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

This section intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement the date and year first above written.

<p>CITY OF SANTA ANA</p> <p></p> <hr/> <p>KRISTINE RIDGE City Manager</p>	<p>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p> <hr/> <p>MARVIN MARTIN Chancellor</p>
<p>ATTEST:</p> <p></p> <hr/> <p>DAISY GOMEZ Clerk of the Council</p> 	
<p>APPROVED AS TO FORM:</p> <p>SONIA R. CARVALHO City Attorney</p> <p>By: </p> <hr/> <p>Laura A. Rossini Senior Assistant City Attorney</p>	<p>APPROVED AS TO FORM:</p> <hr/> <p>Ruben Smith, Esq. AlvaradoSmith, APC</p>
<p>RECOMMENDED FOR APPROVAL:</p> <p></p> <hr/> <p>LISA RUDLOFF Executive Director, Parks, Recreation and Community Services Agency</p>	

EXHIBIT A

Site Plan Depicting the Premises

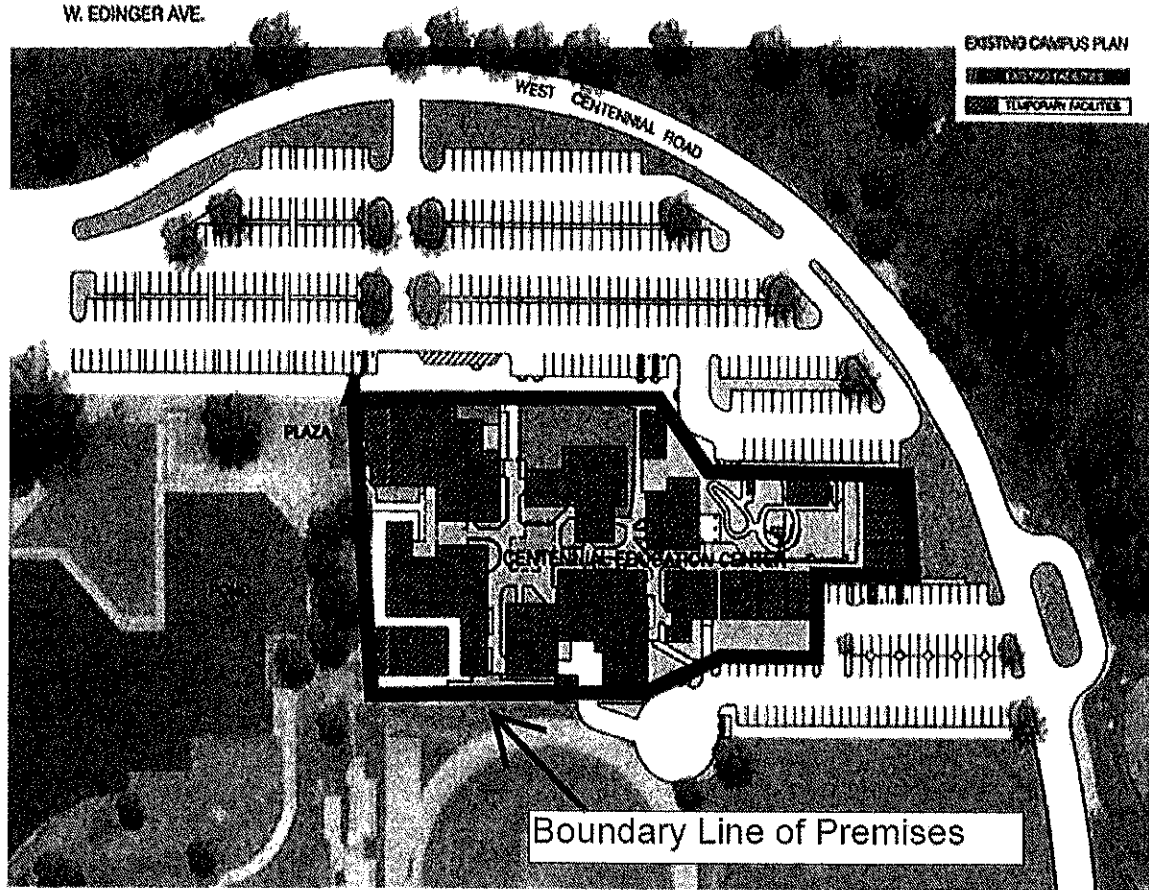


EXHIBIT B

Dispute Resolution

1. **Arbitration of Disputes.** Any claim, controversy, dispute or disagreement arising out of or related to this lease or the breach, enforcement, interpretation or performance thereof ("**Dispute**") shall be submitted to final and binding arbitration, at the request of any Party hereto, on the terms and conditions set forth in this Exhibit B (the "**Arbitration**").

1.1 **Venue.** The Arbitration shall be held at the offices of Judicial Arbitration and Mediation Service ("**Jams**"), at its office in Orange County, California which is closest to the Premises at the time Arbitration is commenced.

1.2 **Arbitration Rules.** The Arbitration shall be conducted pursuant to JAMS's Rules of Practice and Procedure in effect at the time a request for arbitration is filed (the "**Arbitration Rules**").

1.3 **Selection of Arbitrator.** The Arbitration shall be conducted by a single arbitrator ("**Arbitrator**") appointed pursuant to the procedures set forth in the Arbitration Rules. Notwithstanding the foregoing, if the amount of the Dispute exceeds \$1,000,000, then the Arbitration shall be conducted by a panel of three arbitrators appointed pursuant to the procedures set forth in the Arbitration Rules (the "**Panel**"), and references herein to the Arbitrator shall be deemed to refer to the Panel.

1.4 **Commencement of Arbitration.** The Arbitration shall commence at the earliest possible opportunity unless otherwise agreed in writing by the Parties hereto.

1.5 **Cooperation of Parties.** All of the Parties hereto shall promptly and diligently cooperate with one another and the Arbitrator, and shall perform such acts as may be reasonably necessary to obtain a prompt and expeditious resolution of the Dispute in accordance with the terms hereof.

1.6 **Application of California Law.** Notwithstanding anything to the contrary set forth herein with respect to substantive (as opposed to procedural) matters, the Arbitrator shall be required to apply the laws of the State of California when deciding the issues of the Arbitration and rendering his or her decision.

1.7 **Powers of Arbitrator.** The Parties hereto agree that the Arbitrator shall have the power to decide all issues of fact and law and report his or her decision thereon and issue all legal and equitable relief appropriate under the circumstances of the Dispute. The Arbitrator shall try all issues, whether of fact or law, and record a finding and judgment thereon and shall hear and determine all pretrial issues and motions and post-trial motions related to the judgment filed or to be filed and to act on all matters related thereto which may be within the jurisdiction of the Superior Court of the State of California. The Arbitrator shall have the power to grant all legal

and equitable remedies and award compensatory economic damages provided by California law; *provided, however*, that the Arbitrator shall not have the power to award non-economic, exemplary or punitive damages, , and the parties hereby expressly waive any and all rights they may have, under any statute, rule of law, or regulation, to request, recover or be awarded such relief with respect to any and all matters subject to final and binding arbitration pursuant to this Exhibit B.

1.8 **Issuance of Arbitrator's Decision.** The Arbitrator shall render his or her final decision in writing, stating the reasons for each component of that decision.

1.9 **Binding Effect of Arbitrator's Decision; Duties of Parties.** The Parties agree to be bound by the final decision of the Arbitrator and to promptly provide the Arbitrator and the other party with any and all documents, instructions or other information necessary to allow the Arbitrator to arrive at its decision and to give effect to that decision.

1.10 **Entry of Judgment.** Judgment on the Arbitrator's award may be entered in any court having jurisdiction thereof.

1.11 **Cost of Arbitration.** The cost of the Arbitration shall initially be borne equally by the Parties to the Dispute. However, the prevailing party in such proceeding shall be entitled to recover from the losing Party, in addition to all other costs and as items of damages and/or recoverable costs, the prevailing Party's contribution for the cost of arbitration proceedings. Each Party shall bear its own professional fees and costs such as appraisers' accountants' experts', and attorneys' fees and costs. The losing Party's obligation shall be deemed to have accrued on the date of the commencement of the Arbitration and shall be enforceable whether or not the Arbitration is prosecuted to judgment. As used herein, the term "attorneys' fees and costs" shall include, without limitation, attorneys' fees, costs, and expenses incurred in connection with any (a) postjudgment motions, (b) contempt proceedings, (c) garnishment, levy, and debtor and third-party examinations, (d) discovery, and (e) bankruptcy litigation. As used herein, the term "prevailing Party" shall include without limitation any party against whom any aspect of the Dispute (such as in the nature of a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third-party complaint) is voluntarily dismissed, with or without prejudice.

1.12 **Confidentiality.** Each Party agrees that without the prior written consent of the other Party, neither Party shall make any private disclosure, public announcement or other communication with respect to the subject of the Arbitration, the matters discussed therein, or the Arbitrator's final decision, and that all such matters will be kept in strictest confidence and not revealed to any other person or entity. Notwithstanding the foregoing; each party may make such disclosures (a) to the extent required by law, including without limitation disclosure requirements imposed on each Party by virtue of the fact that both Parties are public entities, (b) to the extent necessary to enforce the provisions of this Exhibit B and the Arbitration Rules (c) to the extent necessary to enforce the Arbitrator's final decision or otherwise put that final decision into effect, (d) to its attorneys, accountants and business advisors in the course of prosecuting or defending its claims in the Dispute and otherwise competently participate in the Arbitration, or

(e) to the extent necessary to as required by applicable law or subpoena, court order or other legal process in connection with litigation involving the Arbitration or this lease.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Chancellor

To:	Board of Trustees	Date: June 15, 2020
Re:	Ratification of Amicus Brief Supporting Chancellor of California Community Colleges	
Action:	Request for Ratification	

BACKGROUND

In response to the COVID-19 pandemic, congress enacted the federal Coronavirus Aid, Relief and Economic Security (“CARES”) Act, granting institutions of higher learning such as Rancho Santiago Community College District (the “District”) certain discretion to distribute Higher Education Emergency Relief Funds available under federal law. However, the U.S. Department of Education subsequently issued eligibility requirements which limited the District’s and other colleges’ discretion as to which students are eligible to receive those funds. The Chancellor of California Community Colleges filed a lawsuit (Case No. 20-cv-03215-YGR) against the Department of Education seeking an injunction against the implementation of those eligibility requirements. At the request of the Chancellor of California Community Colleges, the District has allowed its name to be included (along with the names of many other California community college districts) in court documentation expressing support for the proposed injunction.

ANALYSIS

Federal law provides a mechanism by which a person or entity who is not a party to a lawsuit, but who has an interest in the outcome of the lawsuit, may act in the role of an “*amicus curiae*” (“friend of the court”) and submit an “Amicus Brief” supporting a party’s position in the lawsuit. The District supports the lawsuit brought by the Chancellor of California Community Colleges, because the District feels the Department of Education’s eligibility requirements undermine the District’s mission of providing equal opportunities for all students. For this reason, the District agreed to be named as an *amicus curiae* on an Amicus Brief filed in the federal lawsuit supporting the proposed injunction.

RECOMMENDATION

It is recommended that the Board of Trustees ratify the District’s inclusion as an “*amicus curiae*” on the Amicus Brief in support of the Chancellor of California Community Colleges.

Fiscal Impact:	None	Board Date: June 15, 2020
Prepared by:	Ruben Smith, Board General Counsel	
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor	
Recommended by:	Marvin Martinez, Chancellor	

Exhibit 1

1 Kelly M. Dermody (State Bar No. 171716)
kdermody@lchb.com
2 Michael Levin-Gesundheit (State Bar No. 292930)
mlevin@lchb.com
3 LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
4 San Francisco, CA 94111-3339
Telephone: 415.956.1000
5 Facsimile: 415.956.1008

6 *Attorneys for Amici Curiae California Community*
7 *Colleges & Community College Districts*

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 OAKLAND DIVISION

12 ELOY ORTIZ OAKLEY, in his official
capacity as Chancellor of California
13 Community Colleges et al.,

14 Plaintiffs,

15 v.

16 BETSY DEVOS, in her official capacity as
the United States Secretary of Education;
17 U.S. DEPARTMENT OF EDUCATION,

18 Defendants.

Case No. 20-cv-03215-YGR

**BRIEF OF AMICI CURIAE CALIFORNIA
COMMUNITY COLLEGES &
COMMUNITY COLLEGE DISTRICTS IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY INJUNCTION**

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INTEREST OF AMICI CURIAE

Amici curiae are nine California community colleges or community college districts, educating over 325,000 Californians annually. Each institution is committed to providing low- or no-cost postsecondary education to all members of their communities, regardless of income level, immigration status, previous educational access/attainment, or any other status that can be used to divide individuals from one another. Below are separate interest statements from each amicus organization.¹

Cabrillo College

Cabrillo College is a single-college community college district serving the Santa Cruz County region and portions of San Benito and Monterey County on California's coast. The College's mission is to empower students to be effective communicators, critical thinkers, and responsible world citizens. The College is committed to quality and equity, connecting all learners to pathways that propel them from where they are to where they aspire to be, including: academic, personal, and career growth. The college serves more than 17,000 students annually, including 40% who are the first generation in their family to attend college. The largest feeder high schools are located in Watsonville, a city in southern Santa Cruz County that has an economy predominantly focused on agriculture, food production, and distribution. Because of its location, Cabrillo College serves a disproportionately large share of students from migrant labor and farm labor backgrounds. Many students in the community depend upon the free access the College provides through the California Promise Program (which provides two years of free tuition for high school graduates) or through the state of California's fee waiver program. Based on data received from the College, it could only confirm that approximately 3,000 of the more than 17,000 students it serves are eligible to receive Higher Education Emergency Relief Funds according to the Department of Education's guidance. This forced the College to pursue external funding from local donors for students who would otherwise be left out, including those without

¹ As governmental entities, Amici need not file disclosure statements under Federal Rule of Civil Procedure 7.1 or Civil Local Rule 3-15. This brief was authored by *pro bono* counsel from the law firm Loeff Cabraser Heimann & Bernstein, LLP. No party contributed to the drafting or funding of this brief.

1 Social Security numbers, those who have not applied for federal financial aid, immigrants,
 2 children of immigrants, and others ineligible for federal financial aid but struggling to meet the
 3 high cost of living in the region.

4 **Grossmont-Cuyamaca Community College District**

5 The Grossmont-Cuyamaca Community College District serves 1,138 square miles in
 6 eastern San Diego County, including four cities and numerous rural communities. The district has
 7 two colleges: Grossmont College in El Cajon, and Cuyamaca College in unincorporated Rancho
 8 San Diego. The district serves more than 27,000 students, including a substantial population of
 9 Iraqi refugees and several hundred international students. The district estimates that
 10 approximately 19,000 of its students do not meet the Department of Education’s aid criteria. The
 11 student population is 36% Hispanic and about 5% Asian-Pacific Islander. Both Grossmont and
 12 Cuyamaca Colleges have been designated as Hispanic-Serving Institutions.² The district is
 13 committed to providing learning and working environments that ensure and promote diversity,
 14 equity, and inclusion. People of diverse backgrounds, perspectives, socioeconomic levels,
 15 cultures, and abilities are valued and welcomed.

16 **Rancho Santiago Community College District**

17 Rancho Santiago Community College District (“RSCCD”) is one of the largest
 18 community college districts in the state of California serving over 770,000 residents in the cities
 19 of Santa Ana, Orange, Garden Grove, and Westminster in Orange County. The RSCCD is a
 20 Hispanic-Serving Institution and has two colleges: Santa Ana College and Santiago Canyon
 21 College, which provide over 50,000 students with education for academic transfer and careers,
 22 courses for personal and professional development, and customized training for business and
 23 industry. In addition to the Santa Ana College and Santiago Canyon College campuses, the
 24 district’s facilities include the Centennial and Orange Continuing Education Centers, the Digital
 25 Media Center, the Joint Powers Fire Training Center, the Orange County Sheriff’s Regional
 26 Training Academy, and the College and Workforce Preparation Center.

27 _____
 28 ² “Hispanic-Serving Institution” is a U.S. Department of Education designation, defined in 20
 U.S.C. § 1101a.

1 The mission of the RSCCD is to provide quality educational programs and services that
 2 address the needs of its diverse students and communities. More than 80% of the district's
 3 students come from traditionally underserved backgrounds and receive financial aid. Based on
 4 the U.S. Department of Education's guidelines, only 3,480 of the more than 50,000 students the
 5 RSCCD serves are eligible to receive Higher Education Emergency Relief Funds. This has forced
 6 both colleges to pursue other funding options for those students excluded by the U.S. Department
 7 of Education's guidelines, including veterans, those who have not applied for federal financial
 8 aid, immigrants, children of immigrants, those who do not have Social Security numbers, and
 9 others ineligible for financial aid but struggling to meet the high cost of living in the Orange
 10 County region.

11 **Río Hondo Community College District**

12 The Río Hondo Community College District is a single-college district in southeastern
 13 Los Angeles County. The District serves the cities of El Monte, South El Monte, Pico Rivera,
 14 Santa Fe Springs, and Whittier, portions of Norwalk, Downey, La Mirada, and the City of
 15 Industry, along with surrounding unincorporated communities. Today, Río Hondo enrolls nearly
 16 20,000 students per semester at the main campus and at its off-site locations. Río Hondo College
 17 is designated as a Hispanic-Serving Institution with over 80% Latinx students and nearly 90%
 18 students of color. Río Hondo serves primarily non-traditional and vulnerable populations
 19 including first-generation, low-income, and housing- and food-insecure students. More
 20 importantly, the undocumented students, veterans, dual-enrollment, and non-credit students at Río
 21 Hondo were excluded from the federal funding guidelines propounded by Department of
 22 Education, which means that nearly 4,500 of Río Hondo's neediest students were ineligible for
 23 Higher Education Emergency Relief Funds. The intent of these restrictive guidelines is
 24 antithetical to Río Hondo's mission, which is a "commitment to the success of [its] diverse
 25 students and communities by providing dynamic educational opportunities and resources." If not
 26 for emergency support from the Río Hondo College Foundation, AB 19 and AB 943 funds, and
 27 additional District resources, many of Río Hondo's students would be facing even more severe
 28 challenges exacerbated by COVID-19. These challenges include food and housing insecurity,

1 transportation gaps, medical costs, and dependent care expenses. The Río Hondo Community
 2 College District joins this lawsuit as advocates for its students and their families who have been
 3 disproportionately affected by COVID-19.

4 **San Francisco Community College District**

5 The San Francisco Community College District serves over 62,000 students annually in
 6 multiple locations of the City College of San Francisco (“CCSF”) throughout the city. The
 7 student population is 32% Asian-Pacific Islander, 27% Latino, 6% African-American, and about
 8 4% Filipino. CCSF has been designated as a Hispanic-Serving Institution. Additionally,
 9 thousands of CCSF students report citizenship status other than that of being a US citizen. CCSF
 10 has one of the largest English as a Second Language programs among all California community
 11 colleges, enrolling approximately 18,000 students annually. CCSF is committed to providing
 12 learning and working environments that ensure and promote diversity, equity, and inclusion.
 13 People of diverse backgrounds, perspectives, socioeconomic levels, cultures, and abilities are
 14 valued and welcomed. CCSF belongs to the community and continually strives to provide an
 15 accessible, affordable, and high-quality education to all its students. CCSF is committed to
 16 providing an array of academic and student development services that support students’ success
 17 in attaining their academic, cultural, and civic achievements. To enhance student success and
 18 close equity achievement gaps, the college identifies and regularly assesses student learning
 19 outcomes to improve institutional effectiveness.

20 **San Jose – Evergreen Community College District**

21 San Jose – Evergreen Community College District (“SJECCD”) has provided innovative
 22 educational programs and services to residents of San Jose, Milpitas, and the broader Silicon
 23 Valley region for almost 100 years. Each year, nearly 30,000 students are enrolled in SJECCD’s
 24 two colleges, San Jose City College and Evergreen Valley College. Through its core values of
 25 Opportunity, Equity, and Social Justice, SJECCD is committed to student success. SJECCD
 26 serves a very diverse student population, with more than 90% of its students coming from
 27 traditionally underserved backgrounds and more than half of its students receiving financial aid.
 28 Additionally, thousands of SJECCD students report citizenship status other than that of being a

1 U.S. citizen. According to a recent survey, more than half of SJECCD students face food
 2 insecurity while more than 60% deal with housing insecurity or homelessness. SJECCD is
 3 committed to serving all students, regardless of socioeconomic or citizenship status, and
 4 providing them with the skills, knowledge, and training necessary to successfully fulfill their
 5 academic goals and enter the workforce.

6 **Santa Monica Community College District**

7 Santa Monica Community College District, which operates Santa Monica College,
 8 proudly serves a college population of 31,500 students from across the Los Angeles metropolitan
 9 region and from around the world. It provides a safe, inclusive, and dynamic learning
 10 environment that encourages personal and intellectual exploration—one that challenges and
 11 supports students in achieving their educational goals. Students learn to contribute to the local and
 12 global community as they develop an understanding of their relationship to diverse social,
 13 cultural, political, economic, technological, and natural environments. The College recognizes
 14 that each individual makes a critical contribution to the achievement of the College’s mission.

15 Santa Monica College is a nationally recognized Hispanic-serving Institution and has
 16 transferred more students to University of California campuses than any other college in the
 17 country for 28 consecutive years. Among community colleges in the nation, Santa Monica ranks
 18 third in the number of international students served with over 2,500 students from over 100
 19 countries. Fifty percent of its students receive financial aid and 52% are first-generation college
 20 students. The Santa Monica College Dream program provides student support services to
 21 hundreds of undocumented students, many of whom graduate from or transfer to four-year
 22 institutions.

23 The global pandemic has created major hardships for Santa Monica College students and
 24 many are in financial peril. Santa Monica College’s commitment to inclusivity dictates that all
 25 students in financial need should be eligible for direct student aid under the Coronavirus Aid,
 26 Relief, and Economic Security (“CARES”) Act. However, restrictions on the use of CARES Act
 27 direct student aid have excluded or delayed aid to many students, including:

- 28
- 1,038 Deferred Action for Childhood Arrivals/undocumented students;

- 1 • 2,530 international students who, because of travel restrictions, have no ability to return home and, in some cases, are on the verge of homelessness;
- 2 • 165 students with other non-immigrant visas who are unable to establish residency
- 3 • 3,365 noncredit students;
- 4 • Approximately 50% of all students who have not completed the Free Application for Federal Student Aid (FAFSA);
- 5 • Title IV-eligible students taking fewer than 6 units;
- 6 • Title IV-eligible students with satisfactory academic progress issues;
- 7 • Students who hold bachelor’s degrees—many of whom return to college for workforce training; and
- 8 • Students who have exceeded maximum federal aid limits.

9 **South Orange County Community College District**

10 South Orange County Community College District (“SOCCCD”) encompasses 382 square
 11 miles in south Orange County, serving over 909,000 residents in 26 communities, with
 12 approximately 61,000 students enrolled annually. SOCCCD knows that higher education is
 13 directly linked to quality of life and economic vitality. SOCCCD has helped generations of
 14 families achieve their educational and career goals since 1967.

15 Each student, instructor, staff member, and administrator plays a critical role in
 16 maintaining and strengthening a welcoming environment in which all feel valued for their
 17 individual experiences and contributions. SOCCCD acknowledges and celebrates the ways in
 18 which differences help the collective achieve greater success. One in five students at SOCCCD’s
 19 Irvine Valley College and one in six students at SOCCD’s Saddleback College are first-
 20 generation students. Among these first-generation college students attending SOCCCD, 41% at
 21 Irvine Valley College and 32% at Saddleback College qualify as economically disadvantaged.
 22 SOCCD is also ethnically diverse, with about one-third of students identifying as Latinx.

23 **Southwestern Community College District**

24 Southwestern Community College District (“SWCCD”) is a leader in equitable education
 25 that transforms the lives of students and communities through its values of equity, inclusionary
 26 practices, and student success. SWCCD is the only institution of higher education in South San
 27 Diego County and serves more than 28,000 students annually across four locations—National
 28 City, its largest campus in Chula Vista, and two locations on the US/Mexico border (San Ysidro
 and Otay Mesa). Southwestern College is a Hispanic-Serving Institution, Asian American and

1 Native American Pacific Islander-Serving Institution,³ and a Minority Serving Institution with
2 over 67% of students identifying as Hispanic, and 89% overall diverse. SWCCD provides degrees
3 and certificates in high-quality programs and fields that lead to transfer and/or employment that
4 earns a livable wage; comprehensive support services, including health and physical and mental
5 health wellness; a Dreamer’s Center; and an institutional grant and services program (known as
6 SWC Cares) for students who experience hunger, homelessness, and other basic needs
7 insecurities. In a recent survey of basic needs at SWCCD, findings confirmed that 54.2% of
8 students are suffering from at least two acute basic insecurities. More than 70% of students served
9 by the SWCCD qualify for financial aid. By excluding undocumented students, continuing
10 education (noncredit) students, and justice-impacted students—who are among the college’s
11 neediest students—the Department of Education’s policy perpetuates inequities in education and
12 society.

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³ “Asian American and Native American Pacific Islander-Serving Institution” is a U.S. Department of Education designation, defined in 20 U.S.C. § 1059g.

1 **I. INTRODUCTION**

2 The COVID-19 pandemic is a tragedy. More than 100,000 Americans have died to date,
3 and efforts to contain the disease have disrupted our society in ways unprecedented in most
4 Americans' living memory. Like so many businesses and institutions across the United States,
5 California's community colleges have shifted to an online platform to continue to serve their
6 constituents while protecting public health. From additional technology to childcare, students
7 require greater resources than ever to continue their studies at this difficult time, and those
8 students who do not meet the unlawful Higher Education Emergency Relief Funds ("HEERF")
9 Eligibility Requirements propounded by the U.S. Department of Education ("Department") are
10 often in the greatest need. With the Coronavirus Aid, Relief, and Economic Security ("CARES")
11 Act, Congress wisely committed distribution of HEERF aid to the discretion of institutions of
12 higher learning—that is, to those who know best know how to help their students. The
13 Department's unlawful HEERF Eligibility Requirements have, in many cases, delayed or deterred
14 distribution of aid to the neediest among Amici's students. For those students who have been
15 unable to participate in online instruction, irreparable harm has already been done. With each day
16 that passes without distribution of aid, that harm grows, as additional students are unable to
17 continue attending online courses and fall behind their more economically privileged peers.
18 California's most vulnerable community college students cannot wait for relief, and a preliminary
19 injunction is warranted.

20 Plaintiffs have more than satisfied the legal standard for a preliminary injunction. Amici,
21 nine California community colleges or community college districts serving over 325,000 students
22 annually, write separately to amplify the serious impacts the HEERF Eligibility Requirements
23 will cause to those most vulnerable, including undocumented students, in California's community
24 college system.

25 **II. ARGUMENT**

26 As explained herein, Amici and all California community colleges are dedicated to
27 providing equal opportunities for all students to achieve their full potential and contribute to
28 California's economic engine. Distinguishing between students based on the Department's

1 unlawful HEERF Eligibility Requirements undermines Amici’s mission. The Requirements force
 2 Amici to disfavor and deny aid to those most vulnerable among their students. If Amici and all
 3 California community colleges are unable to distribute aid to those most in need, including their
 4 undocumented students, there is a tremendous risk that these students will disproportionately
 5 suffer myriad obstacles to accessing and satisfying academic requirements that cause them to fall
 6 behind or discontinue their studies, further exacerbating educational and economic inequality in
 7 California. In sum, the Department’s obstruction of the HEERF program will create even more
 8 victims of the COVID-19 pandemic. A preliminary injunction, allowing Amici and all California
 9 community colleges to distribute needed aid as Congress intended, will prevent this irreparable
 10 harm.

11 **A. California community colleges are dedicated to open access to higher**
 12 **education and providing social mobility to Californians of all backgrounds.**

13 Amici, like all California community colleges, are uniformly committed to providing a
 14 diverse range of high-quality postsecondary education—from liberal arts or sciences, to
 15 vocational training—to all members of their communities regardless of background. Amici
 16 disproportionately serve low-income students, first-generation college students, students of color,
 17 and undocumented students, including Deferred Action for Childhood Arrivals (“DACA”)
 18 recipients. By providing these students with low- or no-cost postsecondary education, Amici
 19 ensure that those members of their communities with the fewest resources still have a chance to
 20 achieve their educational and professional ambitions. In this way, California community colleges
 21 form the bedrock of the state’s higher education system, providing opportunity for anyone
 22 interested in learning.

23 By statute, “California Community Colleges shall, as a primary mission, offer academic
 24 and vocational instruction at the lower division level for both younger and older students,
 25 including those persons returning to school,” those in need of “remedial instruction,” those
 26 requiring “instruction in English as a second language,” and those seeking “adult noncredit
 27 instruction.” Cal. Educ. Code § 66010.4(a)(1)-(2)(A). In other words, it is the public policy of
 28 the State of California that its community colleges should be available to *any* individual interested

1 in attaining higher education. This principle of open access that is enshrined in California law
 2 affirmatively applies to the undocumented students whom the Department’s unlawful HEERF
 3 Eligibility Requirements target. *See, e.g.*, Cal. Educ. Code § 66251 (“It is the policy of the State
 4 of California to afford all persons, regardless of . . . immigration status, equal rights and
 5 opportunities in the postsecondary educational institutions of the state.”); *id.* § 68130.5(a),
 6 (a)(2)(C)(ii)(4) (ensuring that “person[s] without lawful immigration status” are “exempt from
 7 paying nonresident tuition”). Likewise, the Board of Governors of California Community
 8 Colleges has declared as its official policy that all “community colleges remain open, safe and
 9 welcoming to all students who meet the minimum requirements for admission, regardless of
 10 immigration status.” Resolution of the Board of Governors, No. 2017-01 (Jan. 17, 2017), ECF
 11 No. 16-3 at 20.

12 Maintaining educational access is essential to the community colleges’ other “primary
 13 mission,” as defined by statute: “to advance California’s economic growth and global
 14 competitiveness through education, training, and services that contribute to continuous work force
 15 improvement.” *Id.* § 66010.4(a)(3). Open access to the community college system ensures a
 16 pathway for anyone, regardless of income, immigration status, or the high school he or she
 17 attended to achieve the skills necessary to become productive members of California’s workforce
 18 and contribute to California’s economic success. In fact, the community college system offers
 19 unparalleled opportunities, including low- or no-cost coursework toward a four-year degree,
 20 educational training for nurses and other health care professionals, vocational training adapted to
 21 California professions and trades, second career training, and English as a second language,
 22 among many others. It is a key driver of economic growth and upward mobility.⁴

23 California’s community college system is also an important pipeline to the University of
 24 California and the California State University systems, particularly for students from less
 25 advantaged backgrounds. During the 2017 to 2018 academic year, 85,870 California community

26 _____
 27 ⁴ *See, e.g.*, Jack Mountjoy, Community Colleges and Upward Mobility (Feb. 26, 2019), at 55,
 28 available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3373801 (empirical economic analysis finding that “disadvantaged students reap large earnings returns to 2-year entry”—*i.e.*, community college attendance).

1 college students transferred to University of California or California State University campuses.⁵
 2 This is by design. The University of California maintains a “goal of enrolling a 2:1 ratio of
 3 freshmen to transfer” students from community colleges, and six University of California
 4 campuses offer a Transfer Admission Guarantee program for California community college
 5 students who meet certain requirements.⁶ The community college system thus provides a low- or
 6 no-cost pathway for students to enroll at the University of California regardless of resources
 7 available to them in high school, where differences in educational opportunity, whether in the
 8 form of college counseling, advanced placement courses, or otherwise, are stark.⁷ California’s
 9 community colleges provide excellent education in their own right, but they also are an important
 10 avenue of access to institutions granting bachelor’s degrees and beyond.

11 Community colleges are a safety net offering workforce training, continuing education,
 12 and a pathway to further educational attainment. Amici, like all community colleges in
 13 California, are committed to maintaining an open door to all members of their communities and,
 14 in particular, to those students who have the fewest resources.

15 **B. The Department’s unlawful HEERF Eligibility Requirements will deny access**
 16 **to education to those most vulnerable, undermining the mission of California**
 17 **community colleges and causing irreparable harm.**

18 While Amici and all California community colleges are dedicated to educational access
 19 regardless of background, the Department’s unlawful HEERF Eligibility Requirements are not.
 20 These requirements single out numerous categories of students, in particular undocumented

21 ⁵ See Cal. Cmty. Colleges Chancellor’s Office, *2019 State of the System Report*, at 9, available at
 22 <https://www.cccco.edu/-/media/CCCCO-Website/About-Us/State-of-the-System/Files/2019-sos-final-web.pdf?la=en&hash=C037EB2219343CEDEF2CF08485AC6911839129A6>. During the
 2017 to 2018 academic year, another 40,196 students transferred to in-state private institutions
 and out-of-state institutions. *Id.*

23 ⁶ Univ. of Cal., *Accountability Report 2019*, Ch. 1, available at
 24 <https://accountability.universityofcalifornia.edu/2019/chapters/chapter-1.html>; Univ. of Cal.,
 25 *Transfer admission guarantee (TAG)*, available at
<https://admission.universityofcalifornia.edu/admission-requirements/transfer-requirements/transfer-admission-guarantee-tag.html> (last accessed May 29, 2020).

26 ⁷ See, e.g., David Leonhardt, *California’s Upward-Mobility Machine*, N.Y. Times (Sep. 16,
 27 2015), available at <https://www.nytimes.com/2015/09/17/upshot/californias-university-system-an-upward-mobility-machine.html> (“The transfer pipeline is crucial, because many highly
 28 qualified low-income students—unaware of how much financial aid is available at some four-year colleges—first enroll at a local community college, where published tuition tends to be low.”)

1 students (whether or not they are DACA recipients), students with pending asylum applications,
 2 students with Temporary Protected Status or Deferred Enforced Departure status, and students
 3 with U-visas (offered to victims of crime who provide assistance to law enforcement agencies).
 4 *See* 20 U.S.C. § 1091; *see also* 8 U.S.C. § 1611.⁸ These targeted students are in many cases the
 5 students in greatest need for aid funds that can be used to maintain access to distance learning
 6 during the COVID-19 pandemic. Singling out the most vulnerable students for disparate
 7 treatment is anathema to the overall mission of the California community college system.

8 Further, as Plaintiffs have demonstrated, accurately identifying which students meet the
 9 unlawful HEERF Eligibility Requirements is tremendously challenging. *See, e.g.,* Decl. of Mario
 10 Rodriguez ISO Pls.’ Mot. for Prelim. Inj., at ¶ 8, ECF No. 16-4 (“It is next to impossible to
 11 determine if each of the 58,000 students we sought to provide these funds to were eligible for
 12 federal financial aid unless they filled out the FAFSA and were determined to be eligible. Such
 13 an undertaking would require manual review of each student’s records to ensure that aid was
 14 distributed to the greatest amount of students possible while complying with DoE’s eligibility
 15 requirements. This kind of review was simply infeasible given our limited resources and the
 16 pressing needs of the student body.”). Amici echo these concerns. Given Amici’s limited
 17 resources already maximally stretched by the COVID-19 pandemic—and the shift to a remote
 18 working environment—it is not possible at this time to identify every student who meets the
 19 unlawful HEERF Eligibility Requirements. In particular, it is not possible to do so on an
 20 expedited schedule necessary to avoid disruption to students’ education. Thus, if distribution of
 21 aid is subject to these unlawful requirements, it will necessarily be distributed only to a subset of
 22 eligible students for whom it is possible to determine eligibility in short order—*i.e.*, even fewer
 23 than just those students who are eligible under the current guidelines.

24 Were Amici and California community colleges required to deny aid to their most

25 ⁸ While Amici highlight the effect on undocumented students, there are numerous other
 26 categories of vulnerable students targeted by the unlawful HEERF Eligibility Requirements
 27 whom Amici and all California community colleges are dedicated to serving. These students
 28 include: students who do not have a high school diploma or General Education Development
 certificate; students enrolled in only non-credit (but nevertheless enriching and skill-generating)
 courses; students who have not maintained a “C” average or above by the end of their second
 year; and students in default on a federal student loan. *See* 20 U.S.C. § 1091(a)-(d).

1 vulnerable students (as some have already been required to do, where they have not been able to
 2 access other financial resources), these students will face an increased risk of disruption to their
 3 education. Case law makes clear that disruption to education may constitute an “irreparable
 4 injury.” *See, e.g., C.Q. v. River Springs Charter Schs.*, No. 18-1017, 2018 WL 5936665, at *2
 5 n.1 (C.D. Cal. May 18, 2018) (“[T]he several month disruption in C.Q.’s education while this
 6 dispute is resolved qualifies as irreparable harm”); *Van Scoy ex rel. Van Scoy v. San Luis*
 7 *Coastal Unified Sch. Dist.*, 353 F. Supp. 2d 1083, 1087 (C.D. Cal. 2005) (holding that with
 8 “[e]very school day that passes” without the provision of certain needed services, “it is likely that
 9 [the plaintiff] is falling further and further behind on his education goals . . . suggest[ing] a
 10 likelihood that [his] education could be irreparably harmed”); *Berger v. Nat’l Bd. of Med.*
 11 *Examiners*, No. 19-99, 2019 WL 4040576, at *26 (S.D. Ohio Aug. 27, 2019) (“[T]his Court has
 12 noted that irreparable injury may arise out of an interruption or suspension of higher education.”).
 13 This is all the more true here, where the students whose education is at risk of disruption are those
 14 with the fewest resources and thus those who may be least able to recover. Amici’s institutions—
 15 and the California community college system in general—will also suffer irreparable harm from
 16 disenrollment of their most vulnerable students, who are critical members of their diverse college
 17 communities. *See Regents of Univ. of Cal. v. U.S. Dept. of Homeland Sec.*, 279 F. Supp. 3d 1011,
 18 1046-47 (N.D. Cal. 2018) (finding that loss of “‘diversity and quality within the University
 19 community’ are harms which are not compensable with monetary damages and therefore weigh in
 20 favor of finding irreparable harm” (quoting *Hawaii v. Trump*, 878 F.3d 662 (9th Cir. 2017), *rev’d*
 21 *on other grounds*, 138 U.S. 2392 (2018))). An injunction is undoubtedly “in the public interest,”
 22 and Amici respectfully request that the Court grant Plaintiffs’ motion. *Winter v. Nat’l Res. Def.*
 23 *Council, Inc.*, 555 U.S. 7, 20 (2008).

24 **III. CONCLUSION**

25 For the reasons stated above, Amici respectfully request that the Court grant Plaintiffs’
 26 Motion for a Preliminary Injunction, thereby allowing Amici and all California community
 27 colleges to distribute needed aid to their students at greatest risk of disenrollment, provide such
 28 students with the resources necessary to access distance learning during the COVID-19 pandemic,

1 and ameliorate the risk that the current health crisis will irreparably worsen economic and
2 educational inequality in the state of California.

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Dated: June 1, 2020

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

By: /s/ Kelly M. Dermody
Kelly M. Dermody

Kelly M. Dermody (State Bar No. 171716)
kdermody@lchb.com
Michael Levin-Gesundheit (State Bar No. 292930)
mlevin@lchb.com
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: 415.956.1000
Facsimile: 415.956.1008

*Attorneys for Amici Curiae California Community
Colleges & Community College Districts*

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

**Resolution Affirming RSCCD's Commitment to Actively Strategize and
Take Action Against Structural Racism**

Resolution No. 20-10

Whereas, Rancho Santiago Community College District Board of Trustees, faculty, staff, and students are hurting and outraged due to systemic racial injustices that still exist in the country; and

Whereas, RSCCD has the opportunity to transform communities by training law enforcement officers and first responders in unconscious/implicit bias, de-escalation training with cultural sensitivity, and community-oriented/de-militarized approaches, and

Whereas, RSCCD pledges to host open dialogue and address campus climate affected by the murder of George Floyd and other racial injustices, ongoing violence projected in the news, poverty and inequality by becoming our community's hub for dialog and having open and honest conversations between our students, faculty, staff and administrators as to how we will come together as an educational community to keep building inclusive and safe learning environments; and

Whereas, the district's campus leaders must look at overall campus climate, engaging faculty leaders in a comprehensive review of all courses and programs, including non-credit, adult education, and workforce training programs, to audit classroom climate and develop action plans to create inclusive classrooms and anti-racism curriculum, hosting open dialogue and addressing campus climate; and

Whereas, the district and college teams must develop action plans that provide proactive support for faculty and staff in evaluating classroom learning cultures, curriculum, lesson plans and syllabi, and course evaluation protocols, looking comprehensively at inclusive curriculum that goes beyond a single course, such as ethnic studies, and evaluate all courses for diversity of representation and culturally-relevant content; and

Whereas, Rancho Santiago Community College District leaders agree to have candid conversations about the limitations and barriers to pushing the equity plans and agenda further, and where there are opportunities and support to accelerate the work; and

Whereas, RSCCD will pull together a cross-campus team, including research, human resources, technology, faculty, support services, classified staff and others to focus on naming the barriers, identifying solutions to rally the full college district to engage in meeting the needs; and

Whereas, RSCCD shall address and fully implement a diversity, equity and inclusion (DEI) integration plan in a shortened time frame; and

Whereas, the Rancho Santiago Community College District wishes to affirm its commitment to improving outcomes for all of its students, using its position of privilege, influence and power to make a difference and actively strategize and take action against structural racism; and

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of the Rancho Santiago Community College District that:

Rancho Santiago Community College District commits to improving outcomes for all of its students, faculty, and staff using its position of influence and power to make a difference and actively strategize and take action against structural racism.

- Ayes:
- Noes:
- Absent:
- Abstain:

 Marvin Martinez
 Secretary to the Board of Trustees

BOARD OF TRUSTEES OF THE
 RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____
 Claudia C. Alvarez, President

By: _____
 Zeke Hernandez, Trustee

By: _____
 Phillip E. Yarbrough, Trustee

By: _____
 Lawrence “Larry” R. Labrado, Trustee

By: _____
 Arianna P. Barrios, Trustee

By: _____
 John R. Hanna, Trustee

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Chancellor's Office**

To:	Board of Trustees	Date:	June 15, 2020
Re:	Approval of Process and Procedure for Provisional Appointment to Fill Vacancy for Trustee Area 3 Resulting from Resignation of Trustee Nelida Mendoza or Decision to Forgo Appointment and Wait for the Scheduled November 3, 2020 Election to Select New Trustee for Area 3		
Action:	Request for Approval		

BACKGROUND

Trustee Nelida Mendoza has resigned from the Board of Trustees, effective June 2, 2020, creating a vacancy in Trustee Area 3. The resignation was filed with the Orange County Superintendent of Schools on June 3, 2020. Board Policy 2110 and California Education Code § 5091(a)(1) require that the Board of Trustees, within 60 days of the filing of the resignation, either call an election or make a provisional appointment to fill the vacancy.

With regard to the Board calling an election, when a vacancy occurs from six months to 130 days before a regularly scheduled Board election and the position is not scheduled to be filled at such election, a special election to fill the vacancy shall be consolidated with the regular election. (Education Code §5093). In this case, because Trustee Mendoza's position is scheduled to be filled at the next regular Board election on November 3, 2020, a special election is not required. However, the Board may consider making a provisional appointment to fill the vacancy.

ANALYSIS

Trustee Mendoza was elected to the Board on November 8, 2016. Her four-year term commenced on December 12, 2016, and was scheduled to end on December 7, 2020. A special election is not required in this case because Trustee Mendoza's position is scheduled to be filled at the regular Board election on November 3, 2020.

Because a special election is not required and the regular Board election is already scheduled for November 3, 2020, the Board has two options to fill the vacancy: (1) take no action and let the vacancy be filled at the regularly scheduled Board election; or (2) make a provisional appointment by no later than August 1, 2020 – sixty (60) days from the effective date of Trustee Mendoza's resignation of June 2, 2020.

RECOMMENDATION

It is recommended the Board of Trustees discuss the options to fill the vacancy in Trustee Area 3, and if the Board decides to fill the vacancy by provisional appointment, determine the appointment process and timeline prescribed by law and Board Policy.

Fiscal Impact:	None	Board Date:	June 15, 2020
Prepared by:	Ruben Smith, Board General Counsel		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

June 15, 2020

MANAGEMENT

2020/2021 Administrator/Academic Supervisor Step Increases/Attachment #1

2020/2021 Management/Classified Supervisor/Confidential Step Increases/Attachment #2

Amendment to Educational Administrator Employment Agreement/Attachment #3

Martinez-Flores, Marilyn
Interim President
Santa Ana College

Interim Assignment

Chavez, Lorena N.
Interim Dean, Instruction & Student Services Division
Continuing Education Division
Santa Ana College

Effective: July 1, 2020 – June 30, 2021
Salary Placement: B-1 \$140,862.79/Year

Steckler, Mary M.
Interim Associate Dean, Health Science & Nursing
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: July 1, 2020 – June 30, 2021
Salary Placement: D-7 \$162,878.47/Year

Stringer, Martin R.
Interim Vice President
Academic Affairs
Santiago Canyon College

Effective: July 1, 2020 – June 30, 2021
Salary Placement: A-7 \$201,670.87/Year

Extension of Interim Assignment

Busch, Michael E.
Interim Director, Fire Instruction
Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: July 1, 2020 – June 30, 2021
Salary Placement: H-4 \$106,559.55/Year

Hoferitza, JoAnn
Short-term/Interim Project Manager
Safety & Security Office
District

Effective: July 1, 2020 – June 30, 2021
Salary Placement: E-1 \$53.43/Year

FACULTY

2020/2021 CSEA 888 Contract Step Increases/Attachments #4

2020/2021 FARSCCD 192 Day/12 Month Contract Step Increases/Attachment #5

2019/2020 FARSCCD Contract Extension Days/Attachment #6

2020/2021 FARSCCD Contract Extension Days/Attachment #7

Appointment

Chakhad, Mohammed
Assistant Professor, Physics
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 17, 2020
Salary Placement: VII-3 \$83,684.27/Year

Hiring of Temporary 1-Year Full-time Faculty Member

Fletcher, Erin
Assistant Professor/Librarian
Institutional Effectiveness, Library &
Learning Support Services Division
Santiago Canyon College

Effective: August 17, 2020 – June 5, 2021
Tentative Salary Placement: II-3 \$67,966.72/Year

Letourneau, Alexander
Assistant Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17, 2020 – June 5, 2021
Tentative Salary Placement: II-4 \$70,884.60/Year

Valeriotte, Robert
Assistant Professor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17, 2020 – June 5, 2021
Tentative Salary Placement: II-6 \$76,713.08/Year

Final Salary Placement for Temporary Full-time Faculty Member

Do, Huy Q.
Assistant Professor, Economics
Humanities & Social Sciences Division
Santa Ana College

Effective: August 17, 2020 – June 5, 2021
Final Salary Placement: II-8 \$82,536.74/Year

STRS Reduced Workload Five Year Agreement

Fondren, Stephanie
Professor, Communication Studies
Fine & Performing Arts Division
Santa Ana College Salary

Effective: August 17, 2020 – June 4, 2025
Reduced Workload: 50%/Year
(15 LHE/100% for Spring Semester)
Salary Placement: II-15 \$102,942.53 (To Be Prorated)/Year

FACULTY (CONT'D)

Banked Leave Withdrawal

Keith, Katharine
Professor, English as a Second Language
Humanities & Social Sciences Division
Santa Ana College

Effective: August 17, 2020 – June 4, 2021
Reason: Banking Leave/Withdrawing 30 LHE

Ratification of Resignation/Retirement

Huebsch, Mary
Professor/Coordinator, Communication Studies/
Basic Skills
Fine & Performing Arts Division
Santa Ana College

Effective: June 6, 2020 (Last Day)
Reason: Retirement

Keith, Katharine
Professor, English as a Second Language
Humanities & Social Sciences Division
Santa Ana College

Effective: June 4, 2021 (Last Day)
Reason: Retirement

Beyond Contract/Overload Stipend

Guerrero-Phlaum, Martha
Spanish
Humanities & Social Sciences Division
Santa Ana College

Effective: May 8, 2020
Amount: \$250.00
Reason: Other Instructional Support Services-
Modern Languages (Project 0003)

Van Dyke Kao, Rita
English as a Second Language
Continuing Education Division
Santiago Canyon College

Effective: April 17, 2020
Amount: \$750.00
Reason: Professional Development
(Project 2242)

Part-time/Hourly New Hires/Rehires

Andaya, Jessica L.
Instructor, High School Subjects
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College

Effective: June 2, 2020
Hourly Lecture Rate: II-3 \$53.19

Basham, Margaret Q.
Instructor, High School Subjects
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College

Effective: June 2, 2020
Hourly Lecture Rate: I-3 \$51.89

FACULTY (CONT'D)

Part-time/Hourly New Hires/Rehires (cont'd)

Carranza, Adrianna
Instructor, High School Subjects
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College
Effective: June 2, 2020
Hourly Lecture Rate: II-3 \$53.19

Cruz, Luis R.
Instructor, High School Subjects
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College
Effective: June 2, 2020
Hourly Lecture Rate: II-3 \$53.19

Elder, Christopher M.
Instructor, High School Subjects
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College
Effective: June 2, 2020
Hourly Lecture Rate: II-3 \$53.19

Gonzalez, John L.
Instructor, High School Subjects
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College
Effective: June 2, 2020
Hourly Lecture Rate: I-3 \$51.89

Manoushan, Sadaf
Instructor, Art
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: June 15, 2020
Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56

Meza, Diantoine C.
Instructor, High School Subjects
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College
Effective: June 2, 2020
Hourly Lecture Rate: II-3 \$53.19

Morales, Vanessa P.
Instructor, High School Subjects
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College
Effective: June 2, 2020
Hourly Lecture Rate: II-3 \$53.19

FACULTY (CONT'D)

Part-time/Hourly New Hires/Rehires (cont'd)

Nguyen, Michael T. Effective: June 2, 2020
Instructor, High School Subjects Hourly Lecture Rate: II-3 \$53.19
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College

Nguyen, Ngoc L. Effective: June 15, 2020
Instructor, Vietnamese Hourly Lecture Rate: IV-3 \$70.50
Humanities & Social Sciences Division
Santa Ana College

Pettyjohn, Maria I. Effective: June 2, 2020
Instructor, High School Subjects Hourly Lecture Rate: II-3 \$53.19
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College

Pinell Spangenberg, Nicholas C. Effective: June 15, 2020
Instructor, Criminal Justice/Domestic Violence Hourly Lecture/Lab Rates: I-3 \$60.91/\$54.82
Human Services & Technology Division
Santa Ana College

Sandercock, Adam L. Effective: June 2, 2020
Instructor, High School Subjects Hourly Lecture Rate: I-3 \$51.89
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College

TeGantvoor, Charles P. Effective: June 2, 2020
Instructor, High School Subjects Hourly Lecture Rate: II-3 \$53.19
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College

Timmons, Heather L. Effective: June 15, 2020
Instructor, Criminal Justice/Domestic Violence Hourly Lecture/Lab Rates: I-3 \$60.91/\$54.82
Human Services & Technology Division
Santa Ana College

Tukia, Inoke F. Effective: June 2, 2020
Instructor, High School Subjects Hourly Lecture Rate: II-3 \$53.19
Bridge Program/College Readiness
Continuing Education Division (CEC)
Santa Ana College

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2020/2021 ADMINISTRATOR AND ACADEMIC SUPERVISOR
Step Increases Effective July 1, 2020

Attachment #1

LAST NAME	FIRST NAME	TITLE	SITE	GRADE	NEW STEP EFF 7/1/20	NEW SALARY EFF 7/1/20
Armstrong	Joanne	Interim Dean	SCC	B	2	\$147,905.93
Arteaga	Elizabeth	Dean	SCC	B	2	\$147,905.93
Avedesian	Kathryn S.	Asst Dean	SCC	E	7	\$149,498.58
Busch	Michael E.	Interim Director	SAC	H	4	\$106,559.55
Cowan	Jerelyn	Director II	SAC	J	5	\$100,278.13
Davis	Adriene L.	Asst Vice Chancellor	DO	A	5	\$182,921.43
De La Rosa	Jennifer M.	Assoc Dean	SAC	D	3	\$134,000.52
Dela Cruz	Maria	Dean	SAC	B	3	\$155,301.23
Dower	Kellori R.	Dean	SAC	B	4	\$163,066.29
Eidgahy	Saeid	Dean	SAC	B	6	\$179,780.58
Estevez	Veronica Jean	District Administrator	DO	A	2	\$158,014.41
Gascon	Christine M.	Interim Dean	OEC	B	3	\$155,301.23
Gonzalez	Yezid H.	Asst Vice Chancellor	DO	A	6	\$192,067.50
Hegarty	Mary E.	Director	SAC	F	4	\$120,008.43
Kosko	Christine F.	Dean	CEC	B	7	\$188,769.61
Kruizenga	Alicia M.	Dean	SAC	B	5	\$171,219.60
Liang	Mark C.	Dean	SAC	B	7	\$188,769.61
Limeburner-Green	Tracie	Vice Chancellor	DO	VC(2)	4	\$219,725.61
Linnell	Janneth P.	Executive Director	DO	C	6	\$167,459.91
Manning	R. Douglas	Dean	SAC	B	3	\$155,301.23
Nguyen	Tuyen K.	Asst Dean	SCC	E	6	\$142,379.60
Ortiz	Fernando	Dean	SAC	B	6	\$179,780.58
Paramore	Stephanie	Dean	CEC	B	2	\$147,905.93
Pham	My Le T.	Director	DO	F	3	\$114,295.64
Pruznick	Jennifer L.	Assoc Director II	DO	O	7	\$87,331.43
Santoyo	Sarah R.	Asst Vice Chancellor	DO	A	3	\$165,915.13
Sergeyeva	Larisa	Dean	SAC	B	3	\$155,301.23
Soto	Armando	Associate Dean	SAC	D	6	\$155,122.35
Virgoe	Brad	Director	SAC	H	7	\$123,357.47
Voelcker	Aaron J.	Dean	SCC	B	6	\$179,780.58
Winchell	Tim	Assoc Dean	SAC	D	5	\$147,735.57
Winter	Alistair M.	Asst Vice Chancellor	DO	A	4	\$174,210.88

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT						
MANAGEMENT/CLASSIFIED/SUPERVISORY/CONFIDENTIAL - STEP INCREASES						
EFFECTIVE JULY 1, 2020						
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)						
	Name	Grade	Step	Current Rate	New Step	New Rate
1	ADAMS, JENNIE	F	1	\$103,663.49	2	\$108,847.32
2	ALMARAZ, ERIKA	E	5	\$135,599.62	6	\$142,379.60
3	ALONZO, JOSEPH	H	4	\$106,559.55	5	\$111,888.86
4	BAKER, SCOTT	H	6	\$117,483.31	7	\$123,357.47
5	BECERRA, ROSIO	H	6	\$117,483.31	7	\$123,357.47
6	CHAVEZ, LORENA	H	2	\$96,654.74	3	\$101,481.53
7	CHILDERS, KAREN	C	3	\$144,658.17	4	\$151,891.07
8	CLACKEN, BARRATT	D	6	\$155,122.35	7	\$162,878.47
9	COBURN, ALLISON	E	5	\$135,599.62	6	\$142,379.60
10	COSSIO MUNIZ, RUTH	C	4	\$151,891.07	5	\$159,485.63
11	CRETE, JESSICA	F	1	\$103,663.49	2	\$108,847.32
12	CUELLAR, ESTELA	H	1	\$92,052.75	2	\$96,654.74
13	DALAUIDAO HERMSEN, JOY	C	1	\$131,209.22	2	\$137,769.68
14	DAVIS, STUART	D	5	\$147,735.57	6	\$155,122.35
15	DUENEZ, PATRICIA	M	2	\$74,623.43	3	\$78,352.60
16	ESTRADA, BRENDA	H	3	\$101,481.53	4	\$106,559.55
17	GARCIA, ELVIA	M	5	\$86,379.61	6	\$90,698.59
18	GASPAR, MARIO	F	1	\$103,663.49	2	\$108,847.32
19	HOPKINS, DEAN A.	H	6	\$117,483.31	7	\$123,357.47
20	LAW, MARY	H	1	\$92,052.75	2	\$96,654.74
21	LOVE, JANICE	F	3	\$114,295.64	4	\$120,008.43
22	MATHEWS, KIMBERLY	H	6	\$117,483.31	7	\$123,357.47
23	MAUS, DONALD J.	F	6	\$132,298.88	7	\$138,913.83
24	MELENDEZ, LINDA	F	4	\$120,008.43	5	\$125,998.94
25	MOZAFFARI, LEILA	C	6	\$167,459.91	7	\$167,459.91
26	NGUYEN, THAO T	G	5	\$118,633.14	6	\$124,564.80
27	ODEGARD, ESTHER	M	4	\$82,266.94	5	\$86,379.61
28	PEREZ, LAKYSHIA	H	1	\$92,052.75	2	\$96,654.74
29	PHAM, NGA T.	C	4	\$151,891.07	5	\$159,485.63
30	RANDOLPH, SHELLY	G	4	\$112,986.47	5	\$118,633.14
31	REYNOSO, MARK	G	1	\$97,593.65	2	\$102,473.30
32	ROMERO, CHRISTINA R.	C	6	\$167,459.91	7	\$175,832.91
33	SCHUMACHER, LEISA	M	4	\$82,266.94	5	\$86,379.61
34	STEFFENS, JOHN	D	3	\$134,000.52	4	\$140,700.55
35	TANNER, NANCY	G	1	\$97,593.65	2	\$102,473.30
36	TORRES, JETZAMINA	H	3	\$101,481.53	4	\$106,559.55
37	WARD, ROBERT	O	1	\$65,168.21	2	\$68,408.12

**AMENDMENT TO RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT (“Amendment”), dated as of June 16, 2020, is entered into between the Rancho Santiago Community College District (the “District”) and Marilyn Martinez-Flores (“Administrator”) (collectively, the “Parties”), in light of the following facts:

RECITALS

WHEREAS, District and Administrator previously entered into that certain Rancho Santiago Community College District Educational Administrator Employment Agreement, dated as of July 19, 2016 (“Agreement”), by which the District employs Administrator as Vice President of Academic Affairs for Santiago Canyon College.

WHEREAS, the District wishes to offer, and Administrator wishes to accept, a temporary appointment as Interim President of Santa Ana College on the terms and conditions set forth below.

WHEREAS, the Parties wish to amend the terms of the dispute resolution mechanisms contained in Section 25 and Attachment A of the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. The District hereby transfers the Administrator out of her current position and into the position of Interim President of Santa Ana College (the “Position”).
2. The term of Administrator's appointment to serve in the Position shall commence July 1, 2020 and end on the earlier of (a) June 30, 2021; (b) the date on which a new President of Santa Ana College is appointed by the District; or (c) the date that is thirty (30) calendar days after the District has provided Administrator notice of termination of Administrator's service in the Position.
3. Upon the termination of Administrator's term in the Position, for whatever reason, and unless otherwise agreed by the Parties, Administrator shall return to her previous position as Vice President of Academic Affairs for Santiago Canyon College.
4. For the period of time during which Administrator serves in the Position, the District shall pay an annual salary to Administrator in the amount of \$245,558.03 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a once per month basis. District reserves the right to increase the salary of Administrator during the term of the Position, but any such increase shall not be construed as an indication that Administrator's term in the Position shall be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of her service in the Position 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 or other Administrators. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.
5. Section 25 and Attachment "A" of the Agreement are deleted in their entirety and replaced with a new Section 25 entitled "Dispute Resolution" and stating:

The Administrator and District hereby agree that any dispute, claim, or controversy arising out of the employment relationship which cannot be

resolved through informal and discussions shall be submitted to binding arbitration before a neutral arbitrator. Such binding arbitration will be conducted in accordance with the terms and conditions set forth in the binding arbitration agreement attached as Exhibit "A" to this Agreement.

6. The arbitration agreement attached hereto as Exhibit "A" is incorporated into the Agreement as Exhibit "A" as if fully set forth within it.

7. Limited Effect. Except for the specific amendments contained in this Amendment, the Agreement shall remain unchanged and in full force and effect.

8. Counterparts; Effectiveness. This Amendment may be executed in multiple counterparts (including facsimile and electronic “.pdf” copies thereof), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment shall become effective upon the execution of this Amendment by each of the parties hereto.

IN WITNESS WHEREOF, District and Employee have executed this Amendment.

“Employee”

“District”

MARILYN MARTINEZ-FLORES

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

Dated: June 16, 2020

Name: _____

Title: _____

Dated: June 16, 2020

EXHIBIT "A"

MUTUAL AGREEMENT TO BINDING ARBITRATION OF CLAIMS

This Mutual Agreement to Binding Arbitration of Claims ("Arbitration Agreement") is entered into by and between Marilyn Martinez-Flores ("Employee") and Rancho Santiago Community College District (the "District") (each, a "Party", and collectively, the "Parties") as of the date set forth below. Employee and District recognize that differences may arise between them arising out of Employee's employment with the District. The Parties understand and agree that by entering into this Arbitration Agreement, each of them gains the benefits of a speedy, impartial, final, and binding dispute resolution procedure.

1. Claims Covered By This Arbitration Agreement. Employee and the District agree to arbitrate any claim, dispute, and/or controversy that either Employee may have against the District (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or the District may have against Employee, arising from, related to, or having any relationship or connection whatsoever with Employee's seeking employment, Employee's employment, or Employee's other association with the District. Included within the scope of this Arbitration Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise.

Both Employee and the District waive any right to pursue claims in arbitration (or in court or any other forum) on a class, collective, or representative basis. To the full extent permitted by law, all disputes between the Parties must be resolved on an individual basis only. In no circumstance shall an Arbitrator have authority to preside over any claim on a class, collective, or representative basis. Any dispute over the enforceability of this Agreement, including but not limited to the Parties' waiver of their right to pursue claims on a class, collective, or representative basis, shall be resolved by the court and not an Arbitrator.

This waiver does not apply to Employee's right to bring a representative action in court (but not in arbitration) under the California Labor Code Private Attorneys General Act of 2004 or other, similar laws which permit employees to bring a representative action to recover civil penalties and other relief that are otherwise only recoverable by the State of California acting through any of its departments, divisions, commissions, boards, agencies or employees.

2. Claims Not Covered By This Arbitration Agreement. This Arbitration Agreement expressly does not cover, and does not apply to, claims arising under the National Labor Relations Act which are actually brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or as otherwise required by state or federal law. In the event it is determined that one or more of Employee's claims against the District are not arbitrable, the Parties agree that the arbitrable claims will be resolved first pursuant to this Arbitration Agreement, and any non-arbitrable claims shall be stayed pending the resolution of the arbitrable claims. Nothing herein shall prevent Employee from filing and pursuing proceedings before the California Department of Fair Employment and Housing, the United States Equal Employment Opportunity Commission, the National Labor Relations Board, or other similar administrative agency (although if Employee chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Arbitration Agreement). This Arbitration Agreement does not cover any small claims action which either Employee or the District

actually bring pursuant to California Code of Civil Procedure § 116.110 et seq., as well as any claim requiring injunctive relief.

3. Notice. The District and Employee agree that the aggrieved Party must give written notice of any claim to the other Party as set forth herein. Written notice to the District shall be sent to Chancellor Marvin Martinez Rancho Santiago Community College District, 2323 N. Broadway, Santa Ana, CA 92706 with a copy to the Vice Chancellor, Human Resources at the same address. Employee will be given written notice at the last known address Employee provided to the District. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based and the relief or remedy sought. The notice shall be sent to the other Party by certified or registered mail, return receipt requested.

4. Rules Governing Arbitration. Except as provided in this Arbitration Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Arbitration Agreement.

5. Arbitration Procedures. The District and Employee agree that, except as provided in this Arbitration Agreement, any arbitration shall be held by the Judicial Arbitration and Mediation Services (“JAMS”) pursuant to its Employment Arbitration Rules and Procedures then in effect. The Employment Arbitration Rules and Procedures of JAMS may be obtained at: <http://www.jamsadr.com/rules-employment-arbitration/>. Employee may also obtain a copy of these arbitration rules from the District. The Parties agree that the aggrieved Party must file his/her/its claim for arbitration with JAMS no later than the applicable statute of limitations as may be prescribed by law. Otherwise, the claim shall be void and deemed waived.

The arbitrator selected shall be a retired California Superior Court Judge (the “Arbitrator”). The arbitration shall take place in or near the city in which Employee worked as an employee with the District.

All California rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. The Parties shall conduct discovery in accordance with JAMS’ Employment Rules and Procedures then in effect. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which Employee worked as an employee with the District, or federal law, or both, as applicable to the claim(s). The Arbitrator is without jurisdiction to apply any different substantive law or law of remedies (including but not limited to, notions of “just cause”) other than such controlling law. The Arbitrator shall have the power to award any type of relief available in a court of competent jurisdiction including, but not limited to, attorney’s fees and costs, to the extent such relief is available under law. In any arbitration arising out of or related to this Arbitration Agreement, the Arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages. Either Party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic and/or video record of the proceedings. Should any Party refuse or neglect to appear for, or participate in, the arbitration hearing, the Arbitrator shall have the authority to decide the dispute based upon whatever evidence is presented.

The Arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. All communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). The Parties shall maintain the confidentiality of the arbitration proceeding and any award

made by the Arbitrator, except as may be necessary to prepare for or conduct the arbitration, or except as may be necessary in connection with confirming an award, a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Either Party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator. The Arbitrator's decision shall include a written, reasoned opinion. The Arbitrator's decision shall be final and binding upon the Parties. Employee agrees and understands that any relief or recovery to which Employee is entitled from any claims arising out of employment shall be limited to that awarded by the Arbitrator.

Proceedings to enforce, confirm, modify or vacate an award will be controlled by and conducted in conformity with the Federal Arbitration Act, or applicable state law. The Parties shall be deemed to have consented that judgment upon the award may be entered in any court having jurisdiction thereof.

6. Arbitration Fees and Costs. The District will be responsible for paying any filing fee and the fees and costs of the Arbitrator; provided, however, that if Employee is the Party initiating the claim, he/she will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the California county in which he/she is (or was last) employed. Each Party shall pay for its own costs and attorney's fees in connection with litigating a dispute subject to this Arbitration Agreement; however, the Arbitrator may award a Party its attorney's fees and costs if the Arbitrator determines such Party is a prevailing party under applicable statutory law.

7. Requirements for Modification or Revocation. The Parties agree that this Arbitration Agreement shall survive the termination of Employee's employment with the District. It can only be revoked or modified by a writing signed by the Parties which specifically states the intent to revoke or modify this Arbitration Agreement.

8. Sole and Entire Agreement. This is the complete agreement of the Parties on the subject of arbitration of disputes. This Arbitration Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. No Party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Arbitration Agreement, except as specifically set forth in this Arbitration Agreement.

9. Construction. Should any portion of this Arbitration Agreement be declared or determined by any court or arbitrator to be illegal, invalid or unenforceable, the illegal, invalid, or unenforceable portion of this Arbitration Agreement shall be interpreted as narrowly as possible and shall be deemed stricken and severed from this Arbitration Agreement, and all other parts, terms, provisions and portions of this Arbitration Agreement shall remain unaffected and shall be given full force and effect.

10. Consideration. The promises by the District and by Employee to arbitrate differences, rather than litigate them before courts or other bodies, as well as Employee's employment with the District, provide consideration for each other.

11. Not an Employment Agreement. Employee understands that this Arbitration Agreement is not, and shall not be construed to create, any contract of employment.

12. Voluntary Agreement. Employee acknowledges that he/she has carefully read this Arbitration Agreement, that he/she understands its terms, that all the terms between Employee and the District covered in the Arbitration Agreement are contained in it, and that he/she has entered into the Arbitration Agreement voluntarily and not in reliance on any promises or representations by the District

other than those contained in the Arbitration Agreement itself. Employee understands that by signing this Arbitration Agreement, Employee is giving up the right to a jury trial.

Employee further acknowledges that he/she has been given the opportunity to discuss this Arbitration Agreement with private legal counsel and has taken advantage of that right to the extent he/she wishes to do so.

“Employee”

“District”

MARILYN MARTINEZ-FLORES

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

Dated: June 16, 2020

Name: _____

Title: _____

Dated: June 16, 2020

**2020/2021 CSEA CHAPTER 888 STEP INCREASES
Child Development Center Teachers**

ATTACHMENT #4

NAME	POSITION	CTR/SITE	GRADE	20/21 STEP	NEW 20/21 SALARY	NEW 20/21 HOURLY
Abramovitz, Julieta	Master Teacher	DO	MT/BA (2)	4	\$47,988.14	\$27.88
Benavente, Nicole	Master Teacher	SAC ECEC	MT/BA (2)	6	\$49,834.96	\$29.00
Candela, Catherine	Master Teacher	DO	MT/BA (2)	9	\$52,604.06	\$30.67
Cervantes, Isela	Master Teacher	EHS/DO	MT/BA (2)	9	\$52,604.06	\$30.67
Chavez, Erika	Master Teacher	SCC	MT/AA (1)	6	\$47,768.36	\$27.75
Covarrubias, Julisa	Master Teacher	DO	MT/BA (2)	5	\$48,911.54	\$28.44
Escalera, Juana	Master Teacher	SAC ECEC	MT/BA (2)	8	\$51,678.31	\$30.11
Escobar Pacheco, Ximena	Master Teacher/Asst. Director	SAC EAST	MT/BA (2)	4	\$47,988.14	\$27.88
Hernandez Morales, Nery	Master Teacher	SAC EAST	MT/MA (3)	2	\$48,310.72	\$28.08
Iniguez, Imelda	Master Teacher/Asst. Director	SAC ECEC	MT/BA (2)	11	\$54,449.74	\$31.78
Jorquera, Paz	Master Teacher	SAC ECEC	MT/AA (1)	10	\$51,458.56	\$29.98
Le, Vy	Master Teacher	SAC ECEC	MT/BA (2)	4	\$47,988.14	\$27.88
Lemus Vallejo, Cristina	Master Teacher	SAC ECEC	MT/BA (2)	5	\$48,911.54	\$28.44
Malika, Madeline	Master Teacher	SAC ECEC	MT/AA (1)	2	\$44,075.86	\$25.52
Montalbetti de Perez, Laura	Master Teacher	DO	MT/BA (2)	5	\$48,911.54	\$28.44
Nichols, Teresa	Teacher	SAC EAST	T/BA (4)	12	\$49,051.81	\$28.52
Ortiz, Consuelo	Master Teacher	SAC ECEC	MT/MA (3)	6	\$52,004.41	\$30.31
Paz-Lugo, Artemisa	Master Teacher	CEC	MT/BA (2)	10	\$53,527.50	\$31.23
Perez Zuniga, Elvia	Teacher	SAC EAST	T/P (2)	10	\$43,796.50	\$25.35
Ramirez, Lilia	Master Teacher	SAC EAST	MT/BA (2)	6	\$49,834.96	\$29.00
Samano Gonzalez, Alma	Master Teacher	SAC	MT/AA (1)	2	\$44,075.86	\$25.52
Sanchez, Sandra C.	Master Teacher	SAC ECEC	MT/BA (2)	3	\$47,065.89	\$27.33
Santamaria, Sandra	Master Teacher	DO	MT/AA (1)	9	\$50,536.29	\$29.42
Vander Linde, Nerissa	Master Teacher	SCC	MT/AA (1)	2	\$44,075.86	\$25.52
Witron, Briseyda	Master Teacher	SAC ECEC	MT/BA (2)	4	\$47,988.14	\$27.88

2019/2020 FARSCCD
CONTRACT EXTENSION DAYS
 Effective July 1, 2019 - June 30, 2020

ATTACHMENT #6

NAME	CONTRACT EXTENSION DUTIES	SITE	TOTAL DAYS	CLASS/STEP	DAILY RATE
Lopez Mercedes, Jose	Coordination	CEC	13	IV-13	\$496.85
Khalid, Donna	Coordination	CEC	7	VII-14	\$556.41
Pham, Elaine	Teaching	OEC	3	V-11	\$483.80
Weber, Merari	Coordination	CEC	18	VII-14	\$556.41

2020/2021 FARSCCD
CONTRACT EXTENSION DAYS
 Effective July 1, 2020 - June 30, 2021

ATTACHMENT #7

NAME	CONTRACT EXTENSION DUTIES	SITE	TOTAL DAYS	CLASS/STEP	DAILY RATE
Bautista, Steve	Coordination	SAC	15	VI-16	\$590.05
Garnett, Susan	Coordination	CEC	6	III-15	\$530.28
Hoffman, Elizabeth	Coordination	SCC	10	VI-C	\$655.46
Janio, Jaroslaw	Coordination	CEC	6	VII-A	\$629.66
Khalid, Donna	Coordination	CEC	7	VII-15	\$593.23
Kim, Henry	Coordination	CEC	6	III-15	\$530.28
Kushida, Cherylee	Coordination	SAC	32	VI-C	\$655.46
Lopez Mercedes, Jose	Coordination	CEC	16	IV-14	\$510.87
Madrigal, Osiel	Coordination	CEC	16	VII-14	\$578.67
Morris-Pfyl, Sandy	Coordination	SAC	25	V-16	\$575.99
Pastrana, Leo	Coordination	SAC	15	V-13	\$530.91
Sanabria, Reina	Coordination	SAC	7	VI-B	\$633.65
Shaffer, Catherine	Coordination	SAC	9	V-16	\$574.49
Shields, Jolene	Coordination	OEC	22	VI-16	\$591.59
Stevens, Haylee	Instruction	SAC	21	II-8	\$412.68
Van Dyke Kao, Rita	Coordination	OEC	30	II-11	\$456.44
Walczak, Katharine	Coordination	SAC	48	IV-16	\$560.46
Weber, Merari	Coordination	CEC	16	VII-15	\$570.42
Zook, Rochelle	Coordination	SAC	7	VI-C	\$655.46

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

JUNE 15, 2020

CLASSIFIED

2020-2021 CSEA Chapter 579 Step Increases Attachment #1Miscellaneous Pay Schedule-2020 – 2021 Attachment #2
(Compliance with scheduled minimum wage increase-Senate Bill 3)New Appointment

Fouste, James	Effective: May 20, 2020
Sr. District Safety Officer (CL20-1398)	Grade 13, Step 6 + 7.5%GY
District Safety/ District	\$75,181.36

Professional Growth Increments

Farah, Amanda	Effective: July 1, 2020
Administrative Secretary/ Public Affairs- Student Services/SAC	Grade 12, Step 2 + 1PG (500) \$57,356.91
Flores, Ruby	Effective: July 1, 2020
Student Services Coordinator/Career Ed. & Workforce Dev./ SAC	Grade 15, Step 4 + 4PG (2000) \$75,355.65
James, Katherine	Effective: July 1, 2020
Admissions & Records Spec. II/ Enrollment/ SCC	Grade 8, Step 6 + 6PG (3000) \$60,760.34
Kang, Charles	Effective: July 1, 2020
Bookstore Buyer/ Bookstore/ SCC	Grade 10, Step 3 + 2PG (1000) \$55,294.73
Requena Ramirez, Raquel	Effective: July 1, 2020
Student Services Coord./ Career Ed. & Workforce Dev./ SAC	Grade 15, Step 4 + 1PG (500) \$73,855.65

Leave of Absence

Campos, Ana	Effective: 06/15/20 – 06/26/20
Administrative Secretary/ Counseling/ SAC	Reason: EPSL

Leave of Absence cont'd

Giles, Veronica
Audit Specialist/ Fiscal Services/ District
Effective: 07/01/20 – 06/30/21
Reason: FMLA-Intermittent

Gouldsmith, Ken
Sr. District Safety Officer/ District
Effective: 04/01/20 – 04/15/20
Reason: EPSL

Martinez, Philip
District Safety Officer/ District
Effective: 04/06/20 – 04/08/20
04/13/20 – 04/17/20
04/29/20 – 04/30/20
Reason: EPSL

Motley, Elizabeth
District Safety Officer/ District
Effective: 04/14/20 – 04/24/20
Reason: EPSL

Nguyen, Trinity
Science Lab Coord./ Science & Math/ SCC
Effective: 07/03/20 – 08/02/20
Reason: Maternity Leave

Torres, Esmeralda
Intermediate Account Clerk/ Fiscal
Services/ District
Effective: 04/01/20 – 04/30/20
Reason: EFMLA
Effective: 04/01/20 – 04/10/20
Reason: EPSL

Ratification of Resignation/Retirement

Francis, Diemchau
Payroll Specialist/ Payroll/ District
Effective: May 29, 2020
Reason: Resignation

Hayes, Charles
Custodian/ Admin. Services/ SAC
Effective: May 29, 2020
Reason: Retirement

CLASSIFIED HOURLY

Leave of Absence

Garcia, Jose Antonio
Custodian/ Admin. Services/ SAC
Effective: 05/13/20 – 06/12/20
Reason: EFMLA

Marcos Ramirez, Rodrigo
Student Services Specialist/ Student
Services/ SCC
Effective: 07/01/20 – 07/31/20
06/01/21 – 06/30/21
Reason: Non-Work Days for 10 Month
Contract

Leave of Absence cont'd

Shah, Sumitra
Learning Facilitator/ Student Services/
SCC

Effective: 04/06/20 – 04/16/20
Reason: EPSL

Tran, Vien
Publications Assistant/ Human Services &
Tech./ SAC

Effective: 07/06/20 – 09/04/20
Reason: Non-Work Days for 10 Month
Contract

Ratification of Resignation/Retirement

Lee, Rebekah
Instructional Assistant/Continuing Ed./
CEC

Effective: May 14, 2020
Reason: Resignation

TEMPORARY ASSIGNMENT

Short Term Assignment

Cuellar, Mariano
Student Trustee

Effective: 06/01/20 – 05/31/21

Smith, Jessica
Instructional Assistant/ Humanities & Soc.
Sci./ SAC

Effective: 07/01/20 – 06/30/21
Grade 5, Step A \$19.31/Hour

Additional Hours for Ongoing Assignment

Aburto, Guadalupe
Admissions & Records Spec. I/
Continuing Ed./ CEC

Effective: 07/01/20 – 06/30/21
Not to exceed 19 consecutive working
days in any given period.

Alvarez Becerra, Julian
Instructional Assistant/ Continuing Ed./
CEC

Effective: 07/01/20 – 06/30/21
Not to exceed 19 consecutive working
days in any given period.

Ayala, Jose
District Safety Officer/ District

Effective: 07/01/20 – 06/30/21
Not to exceed 19 consecutive working
days in any given period.

Additional Hours for Ongoing Assignment cont'd

Barbery, Monika Counseling Assistant/ Continuing Ed. CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Calzada, Juan Instructional Assistant/ Student Support Serv./ SAC	Effective: 07/06/20 – 07/31/20 Not to exceed 19 consecutive working days in any given period.
Camarena, Evangelina Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Cardiel, Juan Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Chaikaew, Jarunee Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Chang, Mary Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Clayton, Joe District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Danley, Nicole Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Delgado, Juan District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Driouch, Khalid Assessment Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Duong, Thao Instructional Assistant/ Continuing Ed. CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Escobar, David District Safety Officer/ District	Effective: 07/01/20 - 06/30/21 Not to exceed 19 consecutive working days in any given period.
Esparza, Felipe Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 - 06/30/21 Not to exceed 19 consecutive working days in any given period.
Espinoza, Sandra Student Services Specialist/ Student Services/ SAC	Effective: 07/01/20 - 10/30/20 Not to exceed 19 consecutive working days in any given period.
Flores, Juan Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 - 06/30/21 Not to exceed 19 consecutive working days in any given period.
Gandarilla, Frank Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 - 06/30/21 Not to exceed 19 consecutive working days in any given period.
Garcia, Anthony HS & Comm. Outreach Spec./ Student Services/ SAC	Effective: 07/01/20 - 06/30/21 Not to exceed 19 consecutive working days in any given period.
Garcia, Jorge Publications Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 - 06/30/21 Not to exceed 19 consecutive working days in any given period.
Garcia, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 - 06/30/21 Not to exceed 19 consecutive working days in any given period.
Gardea Magana, Omar Learning Center Spec./ Continuing Ed./ CEC	Effective: 07/01/20 - 06/30/21 Not to exceed 19 consecutive working days in any given period.
Gil, Darlene Intermediate Clerk/ Human Resources/ District	Effective: 07/01/20 - 06/30/21 Not to exceed 19 consecutive working days in any given period.
Gonzales, Freddie District Safety Officer/ District	Effective: 07/01/20 - 06/30/21 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Gonzalez, Ann Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Gonzalez, Laura Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Guerrero, Evelyn Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Guillen, Eduardo District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Guillen, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Gutierrez, Isaac Learning Facilitator/ Science & Math/ SCC	Effective: 04/13/20 – 06/05/20 Not to exceed 19 consecutive working days in any given period.
Herrera, Juan Carlos District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Hong, Tammy Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Huyen, Thu Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Kusenda, Paula Student Program Specialist/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Lee, Patrick District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Lopez Sotelo, Eduardo District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Lopez, Jesus Instructional Center Tech./ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Lopez, Staphany Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Maldonado, Vanessa Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
McMinimy, Tawny Auxiliary Services Spec./ Admin. Services/ SCC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Meraz, Norma Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Morales, Adriana Intermediate Account Clerk/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Mosqueda, Berenice Learning Facilitator/ Student Services/ SCC	Effective: 06/15/20 – 08/07/20 Not to exceed 19 consecutive working days in any given period.
Murillo, Yvette General Officer/ Clerk/ EOPS/ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Navarrete, Luz Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Navarro, Eduardo Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Nguyen Johnny Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Nguyen, Tung Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Norzagaya Spillers, Cesar Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Osuna, Maria HS Comm. Outreach Spec./ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Palacios Rosas, Maite Student Services Spec./ Student Services/ SCC	Effective: 07/01/20 – 12/11/20 Not to exceed 19 consecutive working days in any given period.
Palafox, Anay Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
Pasillas, Ana Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 04/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Ramirez, German Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Ramirez, Liliana Student Services Coord./ Student Services/ SCC	Effective: 07/01/20 – 08/14/20 Not to exceed 19 consecutive working days in any given period.
Reimer, Tracy Counseling Assistant Student Services/ SCC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

Additional Hours for Ongoing Assignment cont'd

Rios, Denise Instructional Assistant/ Student Affairs/ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Rodriguez, Rosalba Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Sanchez, Natalie Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Saunders, Maureen Intermediate Clerk/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Shipma, Phil District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Soria, Lisset Admissions & Records/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Stukey, Shawna Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Villalpando, Alma Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Arreola, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Ayala, Jose District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments cont'd

Clayton, Joe District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Counts, Christopher District Safety Officer/ District	Effective: 07/01/20 – 06/30/21
Danley, Nicole Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Delgado, Juan District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Duong, Quyen Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Escobar, David District Safety Officer/ District	Effective: 07/01/20 - 06/30/21 Not to exceed 19 consecutive working days in any given period.
Flores, Juan Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Garcia, Alan Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Gonzales, Freddie District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Guillen, Eduardo District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Hong, Tammy Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments cont'd

Linares, Maria Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Lopez Sotelo, Eduardo District Safety Officer/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Lyons, Derlinda Instructional Assistant/ Human Services & Tech./ SAC	Effective: 06/08/20 – 06/10/20
Nagamoto, Glen District Safety Officer/ District	Effective: 07/01/20 – 06/30/21
Navarrete, Luz Publications Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Nguyen, Tung Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Turino, Christopher District Safety Officer/ District	Effective: 07/01/20 – 06/30/21
Zamudio, Marielena Learning Center Spec./ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

MISCELLANEOUS POSITIONS

Alarid, Danielle Presenter I/ Business & Career Ed./ SCC	Effective: 07/01/20 – 06/30/21
Huynh, Trizzie Community Services Presenter/ Continuing Ed./ OEC	Effective: 06/01/20
Lee, Bronnie Business Expert Professional II/ DMC	Effective: 05/22/20

MISCELLANEOUS POSITIONS cont'd

Lee, Cindy Presenter I/ Business & Career Ed./ SCC	Effective: 07/01/20 – 06/30/21
Marquea, Cristina Presenter I/ Business & Career Ed./ SCC	Effective: 07/01/20 – 06/30/21
Martin, Esmeralda Presenter I/ Business & Career Ed./ SCC	Effective: 07/01/20 – 06/30/21
Montero, Vanessa Presenter I/ Business & Career Ed./ SCC	Effective: 07/01/20 – 06/30/21
Navarro, Esmeralda Presenter I/ Business & Career Ed./ SCC	Effective: 07/01/20 – 06/30/21
Rivera, Steven Clerical Assistant/ EOPS/ SCC	Effective: 07/01/20 – 06/30/21
Varga, Thomas Presenter I/ Business & Career Ed./ SCC	Effective: 07/01/20 – 06/30/21
Vega, Guillermo Presenter I/ Business & Career Ed./ SCC	Effective: 07/01/20 – 06/30/21

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION														
CHAPTER 579 EFFECTIVE JULY 1, 2020														
Note: A classified employee must have completed 60% of assigned work year (hired or promoted before November 24, 2019) in the same classification to be eligible for a step increase in that classification effective July 1, 2020. This 60% requirement applied to new hires and promotional appointments. For further clarification see Article 14.15 of the CSEA Agreement.														
	Name	Grade	Current Step	Current Rate	Longevity %	Bil %	Shift %	PG 500	PG 250	Merit - PG Total	New Step	New Base	New Total	Effective 7/1/20 or Retro to:
1	ADAME, AL	13	1	\$56,945.78							2	\$59,774.54	\$59,774.54	4/1/2020
2	ALCANTAR, ASHLEY	8	3	\$49,836.81				2		1000.00	4	\$52,384.20	\$53,384.20	
3	ALEJANDRINO, LEIF	13	3	\$62,766.24							4	\$65,950.48	\$65,950.48	
4	AMMANN, RENEE	10	2	\$51,702.91							3	\$54,294.73	\$54,294.73	
5	ANDRADE, JOSE	13	5	\$69,238.35	2.5			6		3000.00	6	\$72,733.60	\$77,551.94	
6	ARAMBURO, GUADALUPE	12	1	\$54,102.19							2	\$56,856.91	\$56,856.91	
7	ASQUITH, GREGORY	13	4	\$65,950.48							5	\$69,238.35	\$69,238.35	
8	ATWOOD, LEE	14	4	\$69,490.13	2.5						5	\$73,015.00	\$74,840.38	
9	AVILA, STEPHEN	13	3	\$62,766.24							4	\$65,950.48	\$65,950.48	
10	BALL, GRACE	7	2	\$45,615.87							3	\$47,896.67	\$47,896.67	
11	BARKER, HILLARY	10	5	\$59,833.78							6	\$62,825.48	\$62,825.48	
12	BASHAM, SHERRI A.	14	5	\$73,015.00	5						6	\$76,673.15	\$80,506.81	
13	BECERRA VARELA, JONAE	12	1	\$54,102.19							2	\$56,856.91	\$56,856.91	3/1/2020
14	BEIZA, RENE	13	4	\$65,950.48							5	\$69,238.35	\$69,238.35	
15	BENNETT, LAUREN	6	2	\$43,853.42							3	\$46,075.00	\$46,075.00	
16	BERBER, CHRISTIAN	13	1	\$56,945.78		2.5					2	\$59,774.54	\$61,268.90	4/1/2020
17	BIZON, VERONICA	6	4	\$48,385.39	5	2.5		1		500.00	5	\$50,829.13	\$55,141.31	
18	BORBOA, KENNETH	17	4	\$82,493.62							5	\$86,640.50	\$86,640.50	
19	BUI, HIEU	13	5	\$69,238.35							6	\$72,733.60	\$72,733.60	5/1/2020
20	BUNCH, PETERSON	8	4	\$52,384.20				8		4000.00	5	\$55,005.63	\$59,005.63	
21	BURRUS, TANISHA	15	4	\$73,355.65							5	\$77,073.05	\$77,073.05	
22	BUSTAMANTE, ROBERT	8	1	\$45,186.35							2	\$47,467.14	\$47,467.14	1/1/2020
23	BUTLER, AARON	8	2	\$47,467.14	5						3	\$49,836.81	\$52,328.65	
24	CADENAS, MARLON	3	4	\$43,779.38				1		500.00	5	\$45,986.12	\$46,486.12	
25	CAMPBELL, ELLEN	12	3	\$59,700.49							4	\$62,677.38	\$62,677.38	
26	CARDENAS, MARIA	6	1	\$41,735.54		2.5					2	\$43,853.42	\$44,949.76	2/1/2020
27	CARDENAS, SUSANA	12	3	\$59,700.49				1		500.00	4	\$62,677.38	\$63,177.38	
28	CARDONA, MARIA	14	4	\$69,490.13							5	\$73,015.00	\$73,015.00	
29	CARPENTER, AMANDA	15	2	\$66,542.89				3		1500.00	3	\$69,890.01	\$71,390.01	4/1/2020
30	CEJA, FABIOLA	13	5	\$69,238.35							6	\$72,733.60	\$72,733.60	
31	CHAMNESS, GREGORY B.	14	5	\$73,015.00	10						6	\$76,673.15	\$84,340.47	
32	CHAPPLE, FELOMINA	14	4	\$69,490.13	5						5	\$73,015.00	\$76,665.75	
33	CHAVEZ, ANTONIO	4	3	\$43,009.23			7.5				4	\$45,186.35	\$48,575.33	
34	CHIANG, YAHWEI	15	2	\$66,542.89							3	\$69,890.01	\$69,890.01	
35	CHUA, IRENE	12	3	\$59,700.49				3		1500.00	4	\$62,677.38	\$64,177.38	
36	CISNEROS LOPEZ, NANCI	13	4	\$65,950.48							5	\$69,238.35	\$69,238.35	
37	CLARK, JORDAN	13	5	\$69,238.35							6	\$72,733.60	\$72,733.60	
38	COLLINS, HEATHER	14	3	\$66,187.43							4	\$69,490.13	\$69,490.13	
39	CONTRERAS, GERARDO	15	4	\$73,355.65							5	\$77,073.05	\$77,073.05	
40	CULLY, ANNETTE	12	3	\$59,700.49							4	\$62,677.38	\$62,677.38	
41	DAHL, KAYLA	12	3	\$59,700.49				1		500.00	4	\$62,677.38	\$63,177.38	
42	DEL CARPIO, MELANY	13	1	\$56,945.78							2	\$59,774.54	\$59,774.54	
43	DI TOMMASO, CHRISTINA	12	1	\$54,102.19							2	\$56,856.91	\$56,856.91	3/1/2020
44	DIAZ, ANA	13	4	\$65,950.48	2.5				3	750.00	5	\$69,238.35	\$69,988.35	
45	DO, VINH	11	2	\$53,968.89							3	\$56,664.36	\$56,664.36	
46	DUENAS, JONNATHAN	10	1	\$49,214.74				2		1000.00	2	\$51,702.91	\$52,702.91	1/1/2020
47	DUENAS, VERONICA	13	5	\$69,238.35	7.5	2.5		4		2000.00	6	\$72,733.60	\$82,006.96	
48	DUENEZ, JOE	12	3	\$59,700.49				1		500.00	4	\$62,677.38	\$63,177.38	
49	ELHADIDY, ANAS	19	5	\$98,014.85							6	\$102,946.69	\$102,946.69	
50	ERICSON, DANA	10	2	\$51,702.91							3	\$54,294.73	\$54,294.73	
51	ESCOBAR, ALFONSO	13	2	\$59,774.54			5.0				3	\$62,766.24	\$65,904.55	
52	ESPARZA, WENNDY	10	4	\$57,005.01	2.5	2.5		7		3500.00	5	\$59,833.78	\$66,325.47	
53	ESPINO, SUSANA	13	3	\$62,766.24				1		500.00	4	\$65,950.48	\$66,450.48	
54	FARAH, AMANDA	12	1	\$54,102.19							2	\$56,856.91	\$56,856.91	
55	FLORES, ESTHER	8	5	\$55,005.63							6	\$57,760.34	\$57,760.34	
56	FLORES, JAZMINE	8	2	\$47,467.14				2		1000.00	3	\$49,836.81	\$50,836.81	
57	FLORES, RUBY	15	3	\$69,890.01				3		1500.00	4	\$73,355.65	\$74,855.65	
58	FORD, MICHELLE	12	3	\$59,700.49				1		500.00	4	\$62,677.38	\$63,177.38	
59	FORTUNO, CAROLINE	12	1	\$54,102.19							2	\$56,856.91	\$56,856.91	5/1/2020
61	FULGENCIO, JERICO	13	3	\$62,766.24							4	\$65,950.48	\$65,950.48	
62	FURLONG (SERRATOS), BRENDA	15	5	\$77,073.05	5			9		4500.00	6	\$80,908.89	\$89,454.33	
63	GALLEGOS, NICOLE	15	3	\$69,890.01				2		1000.00	4	\$73,355.65	\$74,355.65	
64	GAMERO, JEANNE	8	5	\$55,005.63			5				6	\$57,760.34	\$60,648.36	
65	GARCIA CARMONA, JAVIER	13	4	\$65,950.48		2.5		3		1500.00	5	\$69,238.35	\$72,469.31	
66	GARCIA, ANAISABELLE	13	3	\$62,766.24	2.5			5	6	4000.00	4	\$65,950.48	\$71,599.24	
67	GARCIA, MARIA E.	13	5	\$69,238.35	2.5						6	\$72,733.60	\$74,551.94	
68	GARDEA, MARIA	10	1	\$49,214.74		2.5					2	\$51,702.91	\$52,995.48	
69	GAVILANES, JOSE	4	1	\$39,040.06			7.5				2	\$40,965.41	\$44,037.82	
70	GILES, VERONICA	16	3	\$74,125.76							4	\$77,857.97	\$77,857.97	
71	GODOY, GIOVANNI	4	5	\$47,467.14			7.5				6	\$49,836.81	\$53,574.57	
72	GONZALEZ, DEYANIRA	10	1	\$49,214.74							2	\$51,702.91	\$51,702.91	
73	GUADARRAMA, AIDA	12	1	\$54,102.19		2.5					2	\$56,856.91	\$58,278.33	2/1/2020
74	HAMMAN, JESSICA	15	3	\$69,890.01							4	\$73,355.65	\$73,355.65	
75	HARRIZON, ROSA	10	5	\$59,833.78	5						6	\$62,825.48	\$65,966.75	
76	HARVEY, ELIZABETH	12	3	\$59,700.49							4	\$62,677.38	\$62,677.38	
77	HERMEN, LISA A.	8	5	\$55,005.63	5			1	2	1000	6	\$57,760.34	\$31,324.18	50% FTE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 579 EFFECTIVE JULY 1, 2020

Note: A classified employee must have completed 60% of assigned work year (hired or promoted before November 24, 2019) in the same classification to be eligible for a step increase in that classification effective July 1, 2020. This 60% requirement applied to new hires and promotional appointments. For further clarification see Article 14.15 of the CSEA Agreement.

	Name	Grade	Current Step	Current Rate	Longevity %	Bil %	Shift %	PG 500	PG 250	Merit - PG Total	New Step	New Base	New Total	Effective 7/1/20 or Retro to:
78	HERNANDEZ, BLANCA	4	3	\$43,009.23			7.5				4	\$45,186.35	\$48,575.33	
79	HERNANDEZ, ENRIQUE	8	1	\$45,186.35							2	\$47,467.14	\$47,467.14	
80	HERNANDEZ, JESUS	11	2	\$53,968.89							3	\$56,664.36	\$56,664.36	
81	HERNANDEZ, RUBEN	22	5	\$121,415.20							6	\$127,502.24	\$127,502.24	
82	HERNDON, TIMOTHY	13	5	\$69,238.35							6	\$72,733.60	\$72,733.60	
83	HERRERA, VENEDICTO	19	4	\$93,364.41							5	\$98,014.85	\$98,014.85	
84	HOANG, HIEU H	15	2	\$66,542.89							3	\$69,890.01	\$69,890.01	
85	HUIPE, EMMANUEL	13	1	\$56,945.78							2	\$59,774.54	\$59,774.54	
86	HUYNH, VAN	8	1	\$45,186.35		2.5					2	\$47,467.14	\$48,653.82	8/1/2020
87	JOHNSON, BRIAN	17	1	\$71,237.75							2	\$74,807.04	\$74,807.04	4/1/2020
88	JOHNSON, MAUREEN S.	13	5	\$69,238.35	7.5						6	\$72,733.60	\$78,188.62	
89	KANG, CHARLES	10	2	\$51,702.91				1		500.00	3	\$54,294.73	\$54,794.73	
90	KAVEH, HAYDEH	17	4	\$82,493.62				1		500.00	5	\$86,640.50	\$87,140.50	
91	KAWA, KEVIN	17	3	\$78,554.06							4	\$82,493.62	\$82,493.62	
92	KAWAFUCHI, EMILY	11	3	\$56,664.36							4	\$59,537.58	\$59,537.58	
93	KAY, TREVOR	15	4	\$73,355.65	5			1	5	1750.00	5	\$77,073.05	\$82,676.70	
94	KIM, YOUNG	15	1	\$63,388.27							2	\$66,542.89	\$66,542.89	
95	KINCAID, PAULA	17	1	\$71,237.75							2	\$74,807.04	\$74,807.04	3/1/2020
96	KRAMER, LAURA	11	2	\$53,968.89				1		500.00	3	\$56,664.36	\$57,164.36	
97	LAMMOGLIA, FERNANDO	17	3	\$78,554.06							4	\$82,493.62	\$82,493.62	
98	LANDA, ALEJANDRA	16	4	\$77,857.97							5	\$81,767.91	\$81,767.91	3/1/2020
99	LANGELIER, SONYA	13	5	\$69,238.35	2.5			4		2000.00	6	\$72,733.60	\$76,551.94	1/1/2020
100	LEHMAN, CANDICE	12	3	\$59,700.49							4	\$62,677.38	\$62,677.38	
101	LEWIS, CAMMIE	13	3	\$62,766.24				1		500.00	4	\$65,950.48	\$66,450.48	
102	LIN, AMY	5	2	\$42,342.76							3	\$44,460.64	\$44,460.64	
103	LLOYD, SABRINA	8	1	\$45,186.35							2	\$47,467.14	\$47,467.14	
104	LOPEZ DE LA LUZ, BASTI	15	3	\$69,890.01				3		1500.00	4	\$73,355.65	\$74,855.65	
105	LOPEZ, CHRISTIAN	13	1	\$56,945.78							2	\$59,774.54	\$59,774.54	
106	LORDANICH, JOSEPH	13	5	\$69,238.35			5				6	\$72,733.60	\$76,370.28	
107	LOTT, GLENN	13	5	\$69,238.35							6	\$72,733.60	\$72,733.60	
108	LOZA, RICHARD	12	4	\$62,677.38							5	\$65,861.59	\$65,861.59	
109	LUNA, MIGUEL	15	4	\$73,355.65							5	\$77,073.05	\$77,073.05	
110	LUZADER, CHRISTOPHER	13	3	\$62,766.24							4	\$65,950.48	\$65,950.48	
111	MAA, RAY K.	22	4	\$115,653.98	7.5						5	\$121,415.20	\$130,521.34	
112	MADRIGAL, MARIA	14	2	\$63,018.02							3	\$66,187.43	\$66,187.43	3/1/2020
113	MARTHELL, MONIQUE	10	2	\$51,702.91	5	2.5					3	\$54,294.73	\$58,366.83	
114	MARTINEZ, DANIEL	13	2	\$59,774.54			7.5				3	\$62,766.24	\$67,473.71	
115	MARTINEZ, LORETTA	8	4	\$52,384.20							5	\$55,005.63	\$55,005.63	
116	MEADE, ESTHER	11	4	\$59,537.58				3		1500.00	5	\$62,529.26	\$64,029.26	
117	MEJIA, JOVANNYS	15	1	\$63,388.27							2	\$66,542.89	\$66,542.89	
118	MIRANDA ZAMORA, CRISTINA	12	2	\$56,856.91							3	\$59,700.49	\$59,700.49	
119	MITOCARIU, CIPRIAN	19	2	\$84,626.30							3	\$88,891.67	\$88,891.67	
120	MORA, FRANCISCO	12	3	\$59,700.49				1		500.00	4	\$62,677.38	\$63,177.38	
121	MORA, JORGE	13	1	\$56,945.78	2.5			1		500.00	2	\$59,774.54	\$61,768.90	4/1/2020
122	MORENO, MONIQUE	10	2	\$51,702.91					3	750.00	3	\$54,294.73	\$55,044.73	
123	MORONES, CRISTINA	15	4	\$73,355.65							5	\$77,073.05	\$77,073.05	
124	NAGUIB ESTAFANOUS, NANCY	8	5	\$55,005.63				1		500.00	6	\$57,760.34	\$58,260.34	
125	NEGRON, VICTOR	14	5	\$73,015.00						2000.00	6	\$76,673.15	\$78,673.15	
126	NGUYEN, BRIAN	11	4	\$59,537.58				2		1000.00	5	\$62,529.26	\$63,529.26	
127	NGUYEN, JIMMY	15	5	\$77,073.05	5			5	6	4000.00	6	\$80,908.89	\$88,954.33	
128	NGUYEN, JOHN T.	15	2	\$66,542.89							3	\$69,890.01	\$69,890.01	
129	NGUYEN, MAI	11	4	\$59,537.58				2		1000.00	5	\$62,529.26	\$63,529.26	
130	NGUYEN, NGOC P	10	2	\$51,702.91							3	\$54,294.73	\$54,294.73	
131	NGUYEN, NIKKI	15	1	\$63,388.27							2	\$66,542.89	\$66,542.89	
132	NGUYEN, TRANG	10	3	\$54,294.73				4		2000.00	4	\$57,005.01	\$59,005.01	3/1/2020
133	NGUYEN, TRINITY	13	3	\$62,766.24	2.5			1	2	1000.00	4	\$65,950.48	\$68,599.24	
134	OROPEZA, LILIANA (QUINLAN)	10	3	\$54,294.73				2	2	1500.00	4	\$57,005.01	\$58,505.01	1/1/2020
135	ORTIZ, BRENDA	12	4	\$62,677.38				1		500.00	5	\$65,861.59	\$66,361.59	
136	OU, MARK	13	3	\$62,766.24							4	\$65,950.48	\$65,950.48	
137	PADRON, BALTIMORE	15	3	\$69,890.01							4	\$73,355.65	\$73,355.65	5/1/2020
138	PALOMARES, VANESSA	13	2	\$59,774.54		2.5			2	500.00	3	\$62,766.24	\$64,835.40	
139	PANOTES, JAMES	4	4	\$45,186.35			7.5				5	\$47,467.14	\$51,027.18	
140	PHAM, THIEN	8	1	\$45,186.35							2	\$47,467.14	\$47,467.14	
141	PHAN, LIEUTHU	6	2	\$43,853.42		2.5					3	\$46,075.00	\$47,226.88	
142	POORE, JACOB	17	2	\$74,807.04							3	\$78,554.06	\$78,554.06	
143	POV, TINA	15	5	\$77,073.05				3		1500.00	6	\$80,908.89	\$82,408.89	
144	PUN, NANCY	12	5	\$65,861.59				3		1500.00	6	\$69,119.89	\$70,619.89	
145	PURI BAWDON, NANDINI	14	2	\$63,018.02							3	\$66,187.43	\$66,187.43	
146	QUINONEZ TAPIA, EDGAR	13	5	\$69,238.35	7.5						6	\$72,733.60	\$78,188.62	
147	RAMIREZ, ALICIA	10	5	\$59,833.78		2.5					6	\$62,825.48	\$64,396.12	
148	RAMIREZ, LEONARDO	11	5	\$62,529.26							6	\$65,654.25	\$65,654.25	
149	RAMOS, MICHELLE	9	2	\$49,466.55							3	\$51,969.49	\$51,969.49	
150	REQUENA RAMIREZ, RAQUEL	15	3	\$69,890.01							4	\$73,355.65	\$73,355.65	
151	REYES, JOHNNY	13	5	\$69,238.35							6	\$72,733.60	\$72,733.60	
152	REYNOLDS, DANIELLE	11	3	\$56,664.36							4	\$59,537.58	\$59,537.58	
153	RIVERA, FRANK	15	4	\$73,355.65							5	\$77,073.05	\$77,073.05	
154	RODRIGUEZ, KANDI	11	3	\$56,664.36				1		500.00	4	\$59,537.58	\$60,037.58	

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 579 EFFECTIVE JULY 1, 2020**

Note: A classified employee must have completed 60% of assigned work year (hired or promoted before November 24, 2019) in the same classification to be eligible for a step increase in that classification effective July 1, 2020. This 60% requirement applied to new hires and promotional appointments. For further clarification see Article 14.15 of the CSEA Agreement.

	Name	Grade	Current Step	Current Rate	Longevity %	Bil %	Shift %	PG 500	PG 250	Merit - PG Total	New Step	New Base	New Total	Effective 7/1/20 or Retro to:
155	RODRIGUEZ, BOBBY	4	2	\$40,965.41			7.5				3	\$43,009.23	\$46,234.92	
156	ROMERO, ISADORA	8	5	\$55,005.63	2.5	2.5					6	\$57,760.34	\$60,648.42	
157	RUESGA, ELIAS	4	4	\$45,186.35			7.5				5	\$47,467.14	\$51,027.18	
158	SALAS, SARAH	15	4	\$73,355.65	12.5			11		5500.00	5	\$77,073.05	\$92,207.18	
159	SALDANA, CRISTINA	10	5	\$59,833.78		2.5					6	\$62,825.48	\$64,396.12	
160	SANCHEZ MORENO, MARISOL	12	4	\$62,677.38							5	\$65,861.59	\$65,861.59	
161	SANCHEZ URIBE, JOSE	15	4	\$73,355.65							5	\$77,073.05	\$77,073.05	
162	SANCHEZ, CHRIS	11	1	\$51,406.72							2	\$53,968.89	\$53,968.89	
163	SANCHEZ, MACARIO	8	3	\$49,836.81							4	\$52,384.20	\$52,384.20	
164	SCHOOLER, CLINTON	11	1	\$51,406.72							2	\$53,968.89	\$53,968.89	4/1/2020
165	SERRATOS, RAQUEL	8	2	\$47,467.14							3	\$49,836.81	\$49,836.81	
166	SIERRA, ELIZABETH	5	1	\$40,313.75							2	\$42,342.76	\$42,342.76	
167	SIY, JAMES	15	1	\$63,388.27							2	\$66,542.89	\$66,542.89	
168	SOTO TELLEZ, ROXZEL	12	3	\$59,700.49				6		3000.00	4	\$62,677.38	\$62,700.49	
169	STEVENSON, CHRISTOPHER	8	1	\$45,186.35							2	\$47,467.14	\$47,467.14	
170	STURRUS, RICHARD	22	4	\$115,653.98							5	\$121,415.20	\$121,415.20	
171	SUZUKI, MIYA	12	1	\$54,102.19							2	\$56,856.91	\$56,856.91	2/1/2020
172	TALAMANTES, EDGAR	8	1	\$45,186.35							2	\$47,467.14	\$47,467.14	4/1/2020
173	TALARICO, CHRISTINA	12	3	\$59,700.49							4	\$62,677.38	\$62,677.38	
174	TINGIRIDES, TIFFANY	13	3	\$62,766.24			7.5				4	\$65,950.48	\$70,896.77	
175	TORRES, ESMERALDA	6	4	\$48,385.39							5	\$50,829.13	\$50,829.13	
176	TRAN, ANNA	13	5	\$69,238.35	2.5			2		1000.00	6	\$72,733.60	\$75,551.94	
177	TRUJILLO ZUNIGA, BEATRICE	12	4	\$62,677.38	2.5						5	\$65,861.59	\$67,508.13	
178	TRUJILLO, GLORIA	10	4	\$57,005.01	2.5	2.5			5	1250.00	5	\$59,833.78	\$64,075.47	
179	URBINA, THOMAS	13	5	\$69,238.35			7.5				6	\$72,733.60	\$78,188.62	
180	URBINA, VANESSA	12	2	\$56,856.91							3	\$59,700.49	\$59,700.49	
181	VASQUEZ, LILIANA	10	3	\$54,294.73		2.5		3		1500.00	4	\$57,005.01	\$59,930.14	
182	VERDUZCO, MARIA TERESA	12	5	\$65,861.59	7.5						6	\$69,119.89	\$74,303.88	
183	VU, AMY	8	2	\$47,467.14				1	500		3	\$49,836.81	\$50,336.81	
184	VU, SARA	15	3	\$69,890.01				3		1500.00	4	\$73,355.65	\$74,855.65	
185	WEEKES, PATRICIA	12	5	\$65,861.59							6	\$69,119.89	\$69,119.89	
186	ZAMBRANO REYNOSO, IVAN	11	2	\$53,968.89							3	\$56,664.36	\$56,664.36	4/1/2020
187	ZAMBRANO, WENDY	10	5	\$59,833.78							6	\$62,825.48	\$62,825.48	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
MISCELLANEOUS PAY SCHEDULE 2020-2021**

PROFESSIONAL EXPERTS:

CHILD DEVELOPMENT		
<i>Child Care Associate</i>	(Effect: 7/1/2020)	\$14.00
<i>Child Development Intern I</i>	(Effect: 7/1/2020)	\$14.50
<i>Child Development Intern II</i>	(Effect: 7/1/2020)	\$14.75
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
Presenter VI	(Effect: 05/27/2020)	\$73.80
Presenter VII	(Effect: 05/27/2020)	\$80.00
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: 7/1/2020)	\$14.00
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
Nurse Practitioner	(Effect: 04/28/2020)	\$75.00
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: 7/1/2020)	\$14.00
<i>Residential Assistant II</i>	(Effect: 7/1/2020)	\$15.00
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: 7/1/2020)	\$14.00
<i>Student Assistant II</i>	(Effect: 7/1/2020)	\$14.50

Board approved: 06/15/2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources

To:	Board of Trustees	Date: June 15, 2020
Re:	Approval of Professional Services Agreement with Keenan and Associates for Employee Benefits Consulting	
Action:	Request for Approval	

BACKGROUND

The district recently advertised a Request for Proposal (RFP) for the services of an Employee Benefits Consultant/Broker. Six highly qualified firms responded to the RFP and the district's Joint Benefits Committee reviewed the proposals and selected all six for interviews. Once all six were interviewed, three were selected to move forward to the Chancellor for his consideration and Keenan and Associates was selected as the district's choice for our Employee Benefits Consultant/Broker.

ANALYSIS

This Professional Services Agreement is for an initial term of one-year with an option of two additional one-year terms. The negotiated fee is \$55,000 per year, but it will be reduced by any commissions received by Keenan. The top priority for Keenan this year is to go out to market with our employee benefits to see if there are any opportunities to lower our costs while maintaining quality benefits.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Professional Services Agreement with Keenan and Associates for Employee Benefits Consulting, as presented.

Fiscal Impact: \$55,000 per year, but reduced by commissions	Board Date: June 15, 2020
Prepared by: Don Maus, Director, Workplace Safety and Risk Management	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and Keenan and Associates, having its principal business address located at 2355 Crenshaw Blvd., Suite 200 Torrance, Ca 90501, hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

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

2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on June 16, 2020, whichever is later, and shall continue in full force and effect thereafter until one year later (“Term”). This Agreement shall automatically renew for successive one (1) year periods not to exceed a total of three (3) years, unless either party provides notice of non-renewal at least thirty (30) days prior to the end of the initial or any renewal term.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and

its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed fifty-five thousand Dollars (\$55,000) ("Contract Amount"). This amount will be reduced by any commissions received by Keenan and Associates. Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in Exhibit A, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Don Maus
Director, Risk Management
2323 N. Broadway, Suite 225
Santa Ana, Ca 92706

Contractor: John Scatterday
Senior Vice President

1111 Broadway, Suite 2000
Oakland, CA 94607

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: John Scatterday

Print Title: Senior Vice President

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Keenan shall provide the following Services:

1. Plan Review – Keenan shall review applicable benefit plan(s) and provide information and recommendations regarding insured and/or self-insured options, as requested by Client.
2. Insurance Needs Assessment – Keenan shall work with Client to determine Client's insurance needs.
3. Insurance Marketing Plan – Review, evaluate and negotiate insurance renewals on Client's behalf. Keenan shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Keenan shall contact those markets that it has determined most likely to meet Client's needs, as made known to Keenan, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Keenan shall honor Client's timely and reasonable requests to contact specific markets, but Keenan shall not be obligated to present Client to any carrier or Coverage provider which Keenan has determined would not be willing to quote Client's business or would not give a competitive quote.
4. Insurance Marketing Results – Keenan shall present to the client, in summary format, information concerning all markets and carriers approached. The summary shall include, as applicable: name of carrier and Coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or Coverage providers who declined to provide a quote.
5. Review of Insurance Options – Keenan shall present, along with the Marketing Results, a comparison summary highlighting the significant terms and/or differences among the various Coverages quoted. This summary is provided for Client's convenience only. It is Client's responsibility to ask questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.
6. Obtain Coverage – Once the Client has made its decision, Keenan shall take all steps necessary to communicate Client's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.
7. Implementation – Keenan shall assist Client in the preparation and distribution of materials relating to the implementation of its coverage, for which client shall give final approval.
8. Ongoing Service -- Keenan will provide the following Client support services:
 - Continued analysis of benefit plan design and performance noting available alternatives as appropriate;
 - Direction and support with claims resolution and other related issues;
 - Review of claims experience and trends;
 - Support with billing/eligibility concerns;
 - Acting as a liaison between Client and carriers and vendors and serving as a proactive Client advocate;
 - Responding to day-to-day benefit questions from Client;
 - Assisting Client with governmental reporting and filings (e.g., 5500's and Summary Annual Reports), as applicable;
 - Providing information concerning current developments and trends in employee benefits and new legislation that may affect Client's plans;
 - Assisting in drafting, review and/or amendment of benefit plan and related documents.
 - Any document drafted or reviewed by Keenan and approved by Client under this Agreement shall

apply solely to the plan year for which the Service was provided. They are not intended for use beyond the plan year for which they were created, reviewed or revised. Keenan shall not be held liable for any direct, punitive, special, consequential or incidental damages, loss of profit or revenue, loss of business, loss or inaccuracy of data or scope of insurance resulting from the continued use of such plan documents or SPD beyond the dates for which they were intended;

- Assisting in the coordination and preparation of open enrollment, orientation, health fairs, and/or question and answer meetings for Client's employees. and
- Attendance at 3 meetings of the Client's Insurance Committee.