

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, September 14, 2020
2323 North Broadway, #107
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 September 14, 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 3 p.m. on September 14, 2020. Any written comments received after 3:00 p.m. on September 14, 2020, will be distributed to the governing board following the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF SEPTEMBER 14, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at her discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at 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 Adoption of Resolution No. 20-17 – Resolution Honoring First Responders in the Rancho Santiago Community College District Action
It is recommended that the board adopt Resolution No. 20-17 Honoring First Responders in the Rancho Santiago Community College District as presented.
- 1.4 Recognition of First Responders in Commemoration of Anniversary of 9/11 Attacks
- 1.5 Approval of Additions or Corrections to Agenda Action
- 1.6 Public Comment
Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing lucarelli_anita@rsccd.edu. Submissions by email must be received prior to 3 p.m. on September 14, 2020. Any written comments received after 3:00 p.m. on September 14, 2020, will be distributed to the governing board following the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF SEPTEMBER 14, 2020**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at her discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes.
- 1.7 Approval of Minutes – Regular meeting of August 10, 2020 Action
- 1.8 Approval of Consent Calendar Action
Agenda items designated as part of the consent calendar are considered by the board of trustees to either be routine or sufficiently supported by back-up information so that additional discussion is not required. Therefore, there will be no separate discussion on these items before the board votes on them. The board retains the discretion to move any action item listed on the agenda into the Consent Calendar. **The consent calendar vote items will be enacted by one motion and are indicated with an asterisk (*)**.

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
- 2.5 Report from Classified Representative
- 2.6 Reports from Academic Senate Presidents
- 2.7 Report from Board President
- 2.8 Reports from Board Committee Chairpersons and Representatives of the Board
 - Board Facilities Committee
 - Board Policy Committee
 - Orange County Community Colleges Legislative Task Force

3.0 INSTRUCTION

- *3.1 Approval of Educational Affiliation Agreement Renewal with Hollywood Hands Rehab Action

The administration recommends approval of the educational affiliation agreement renewal with Hollywood Hands Rehab, located in Long Beach, California, as presented.
- *3.2 Approval of Standard Clinical Affiliation Agreement Renewal with Silverado Senior Living - Newport Mesa Action

The administration recommends approval of the standard clinical affiliation agreement renewal with Silverado Senior Living - Newport Mesa located in Costa Mesa, California, as presented.
- *3.3 Approval of Standard Clinical Affiliation Agreement Renewal with Care Ambulance Action

The administration recommends approval of the standard clinical affiliation agreement renewal with Care Ambulance, located in Orange, California, as presented.
- *3.4 Approval of Educational Affiliation Agreement with SenseAbilities Therapy Group Action

The administration recommends approval of the educational affiliation agreement with SenseAbilities Therapy Group, located in Riverside, California, as presented.
- *3.5 Approval of Educational Affiliation Agreement with Madison Community Hospital DBA Madison Regional Health System Action

The administration recommends approval of the educational affiliation agreement with Madison Community Hospital DBA Madison Regional Health System, located in Madison, South Dakota, as presented.

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

- *3.6 Approval of Educational Affiliation Agreement with Ryan’s Rehab, Inc. Action
The administration recommends approval of the educational affiliation agreement with Ryan’s Rehab Inc., located in Glendale, California, as presented.
- *3.7 Approval of Educational Affiliation Agreement Renewal with Cornerstone Therapies Action
The administration recommends approval of the educational affiliation agreement renewal with Cornerstone Therapies, located in Huntington Beach, California, as presented.
- *3.8 Approval of Rancho Santiago Community College District Professional Services Agreement with Pat Verwiel DBA Diversified Education Services Action
The administration recommends approval of the RSCCD professional services agreement with Pat Verwiel, DBA Diversified Education Services located in Marana, Arizona, as presented.
- *3.9 Approval of Rancho Santiago Community College District Professional Services Agreement with Sunrise Choices, Inc. Action
The administration recommends approval of the RSCCD professional services agreement with Sunrise Choices, Inc., located in Santa Ana, California, as presented.
- *3.10 Approval of MA-060-21010188 Registration and Tuition Fees for Criminal Justice Academy Classes between County of Orange, through its Sheriff-Coroner Department and Rancho Santiago Community College District on behalf of Santa Ana College (SAC) Action
The administration recommends approval of agreement #MA-060-21010188 registration and tuition fees for Criminal Justice Academy classes between the County of Orange, through its Sheriff-Coroner Department and RSCCD on behalf of SAC, as presented.
- *3.11 Approval of Agreement MA-060-21010186 Regarding Use of District Facilities and Provision of Instructional Services Agreement between County of Orange, through its Sheriff-Coroner Department and Rancho Santiago Community College District on behalf of Santa Ana College Action
The administration recommends approval of agreement MA-060-21010186 regarding use of district facilities and the provision of instructional services agreement between the County of Orange, through its Sheriff-Coroner Department and RSCCD on behalf of SAC, as presented.
- *3.12 Approval of Master Services Agreement with Kaplan, Inc. Action
The administration recommends approval of the master services agreement with Kaplan, Inc, located in La Crosse, Wisconsin, as presented.

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

- *3.13 Approval of Health Services Program Agreement Renewal between The Regents of University of California and Rancho Santiago Community College District Action
The administration recommends approval of the health services program agreement renewal between The Regents of the University of California and RSCCD, as presented.
- *3.14 Approval of Extension and Amendment No. 1 to Agreement No. C-7-1833 between Orange County Transportation Authority (OCTA) and Santa Ana College Action
The administration recommends approval of the extension and amendment No. 1 to Agreement No. C-7-1833 between OCTA and SAC, as presented.
- *3.15 Approval of Rancho Santiago Community College District to Purchase Pipet Calibration System (PCS) by Artel Action
The administration recommends approval of the RSCCD purchase of the Pipet Calibration System from Artel for SAC's biotechnology department, as presented.
- *3.16 Approval and Certification of Santa Ana College School of Continuing Education High School Diploma Program Graduate List 2019-2020 Action
The administration recommends approval and certification of the SAC School of Continuing Education high school diploma program graduate list 2019-2020, as presented.
- *3.17 Approval and Certification of Santiago Canyon College (SCC) Division of Continuing Education High School Diploma Program Graduate List 2019-2020 Action
The administration recommends approval and certification of the SCC Division of Continuing Education high school program graduate list 2019-2020, as presented.
- *3.18 Confirmation of Santa Ana College Associate Degrees and Certificates Awarded in Intersession and Spring 2020 Action
The administration recommends confirmation of the list of recipients of the SAC associate degrees and certificates awarded in Intersession and Spring 2020, as presented.
- *3.19 Confirmation of Santiago Canyon College Associate Degrees and Certificates Awarded in Spring 2020 Action
The administration recommends confirmation of the list of recipients of the SCC associate degrees and certificates for Spring 2020, as presented.

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

- *3.20 Approval of Amendment of eLumen Client Services Agreement to Extend Agreement through June 30, 2023 Action

The administration recommends approval of the amendment of eLumen client services agreement to extend the agreement through June 30, 2023.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action

The administration recommends payment of bills as submitted.

- *4.2 Approval of Agreement with Brailsford & Dunlavey, Inc. for Professional Consulting Services for Feasibility Study for Santa Ana College (SAC) Student Housing Action

The administration recommends approval of the agreement with Brailsford & Dunlavey, Inc. for professional consulting services for a feasibility study for SAC student housing as presented.

- *4.3 Approval of Extension Agreement for TouchNet Application Subscription Program Action

The administration recommends approval of the extension agreement for TouchNet Application Subscription Program as presented.

- *4.4 Approval of Cloud Software Agreement Renewal for Ellucian Payment Center with Ellucian, Inc. Action

The administration recommends approval of the cloud software agreement for Ellucian Payment Center with Ellucian, Inc. as presented.

- *4.5 Approval of Foundation for California Community College (FCCC) - Microsoft Campus Agreement and Academic Select/Participation Agreement Action

The administration recommends approval of a new four-year renewal under the Microsoft Campus agreement & Academic Select/Participation agreement with the FCCC as presented.

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

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

- *4.7 Approval of California Multiple Award Schedule (CMAS) Contract #4-18-78-0053B to Lakeshore Equipment Company dba Lakeshore Learning Materials Action

The administration recommends approval of the District's participation in the CMAS Contract #4-18-78-0053B to Lakeshore Equipment Company dba Lakeshore Learning Materials and any future renewals, supplements, modifications and extensions as presented.

- *4.8 Approval of Vendor Name Change Action

The administration recommends approval of the vendor name change request from The Scanning Company to TSC, LLC as presented.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action

The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:

- K-12 Strong Workforce Program (District) - <i>Augmentation</i>	\$ 224,748
- California Adult Education Program (SAC/SCC) - <i>Augmentation</i>	\$ 319,009
- California Campus Catalyst Fund (SAC)	\$ 110,000
- COVID-19 Block Grant (District)	\$2,822,562
- Extended Opportunity Programs & Services (EOPS) (SAC)	\$1,825,926
- Nursing Program Support Grant (SAC)	\$ 207,358
- Song-Brown Health Care Workforce Training Program- Registered Nurse Education: Capitation for Associate Degree Nursing Program (SAC)	\$ 200,000
- Student Support Services Regular Program – Year 1 (SCC)	\$ 261,888
- Student Support Services Veterans Program – Year 1 (SAC)	\$ 261,888
- Student Support Services Veterans Program – Year 1 (SCC)	\$ 261,888

- *5.2 Approval of Corrections to Sub-Agreements between RSCCD and Sacramento County Office of Education to Award Strong Workforce Program K12 Pathway Coordinator Grants – Year 1 and Year 2 Action

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

- *5.3 Approval of Corrections to Sub-Agreements between RSCCD and San Diego Unified School District to Award Strong Workforce Program K12 Pathway Coordinator Grants – Year 1 and Year 2 Action
The administration recommends approval of corrections to the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- *5.4 Approval of Professional Services Agreement between RSCCD and CORE Education Services. Action
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.5 Approval of Professional Services Agreement with Kleinhenz Economics Action
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.6 Approval of Amendment to Agreement with Telos Educational Services Action
The administration recommends approval of the amendment to the agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.7 Approval of Second Amendment to Agreement with Salytics Action
The administration recommends approval of the second amendment to the agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.8 Approval of Rancho Santiago Community College District Professional Services Agreement with Charles H.F. Davis, Ph.D. Action
The administration recommends approval of the RSCCD professional Services agreement with Charles H.F. Davis, Ph.D. as presented.
- 5.9 First Reading of Board Policies Information
The following policies are presented for a first reading as an information item:
 - Board Policy (BP) 2355 Decorum
 - BP 5500 Standards of Student Conduct (INTERIM)
- 5.10 Board Member Comments Information

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

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Student Workers
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Loretta Jordan v. Rancho Santiago Community College District, Orange County Superior Court
Case No. 30-2019-01072357-CU-WT-CJG
3. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[d][2]) (1 matter)
4. 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
5. 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
6. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Revised Amendment to Employment Agreements
- Approval of Amendment to Employment Agreements
- Approval of Revised Job Descriptions
- Approval of Interim Assignments
- Approval of End of Interim Administrative Assignments
- Approval of Termination/End of Assignments
- Approval of Leaves of Absence
- Approval of CEFA Part-time/Hourly Step Increases
- Approval of FARSCCD Part-time/Hourly Step Increases
- Approval of FARSCCD Beyond Contract/Overload Step Hourly Increases
- Approval of Hiring of Temporary Long-term Substitutes
- Approval of Final Salary Placements
- Approval of Adjusted Step Placements
- Approval of Adjusted Salary for Step Increases
- Approval of Adjusted Banking Leaves of Absence
- Approval of Rescinding Banking Leaves of Absence
- Approval of Banking Leaves of Absence
- Approval of Beyond Contract/Overload Stipends
- Approval of Summer Stipends
- Approval of Changes in Hire Date
- Approval of Column Changes
- Approval of Part-time/Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Services

- 6.2 Classified Personnel Action
- Approval of Miscellaneous Pay Schedule 2020-2021 Revised
 - Approval of Professional Growth Increments
 - Approval of Longevity Increments
 - Approval of Changes in Salary Placement
 - Approval of Leaves of Absence
 - Ratification of Resignations/Retirements
 - Approval of Out of Class Assignments
 - Approval of Short Term Assignments
 - Approval of Additional Hours for Ongoing Assignments
 - Approval of Substitute Assignments
 - Approval of Miscellaneous Positions
 - Approval of Student Assistant Lists
- 6.3 Approval of Professional Services Agreement with Van Dermyden Maddux Law Corporation for Investigative Services Action
It is recommended that the Board of Trustees approve the professional services agreement for investigative services with Van Dermyden Maddux Law Corporation, as presented.
- 6.4 Approval of Professional Services Agreement with Van Dermyden Maddux Law Corporation for Title IX Hearing Officer Action
It is recommended that the Board of Trustees approve the professional services agreement for Title IX hearing officer with Van Dermyden Maddux Law Corporation, as presented.
- 6.5 Approval of Professional Services Agreement between Rancho Santiago Community College District and Association of Community College Trustees (ACCT) Action
It is recommended that the Board of Trustees approve the professional services agreement between RSCCD and ACCT, as presented.
- 6.6 Approval of Supplemental Retirement Plan through Phase II Systems Corporation dba Public Agency Retirement Services (PARS) Action
It is recommended that the Board of Trustees approve the supplemental retirement plan through Phase II Systems Corporation dba PARS.
- 7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on **Tuesday, September 29, 2020.**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 14, 2020
Re:	Adoption of Resolution No. 20-17 – Resolution Honoring First Responders in the Rancho Santiago Community College District	
Action:	Request for Adoption of Resolution No. 20-17	

BACKGROUND

September 11, 2001 was a day of tragedy for the United States as it came under attack. Nineteen men hijacked four fuel-loaded U.S. commercial airplanes bound for west coast destinations and 2,977 people were killed in New York City, Washington, D.C. and Shanksville, Pennsylvania. Of those killed, 403 were first responders who were at each location to help those who were trapped and injured.

First responders throughout the country put themselves in harm's way every day to keep its citizens and communities safe. Many have fallen in the line of duty.

ANALYSIS

The officers on the Rancho Santiago Community College District campuses, as well as local police officers and firefighters in the communities within our district, are ready and able every day of the year to do whatever is necessary to protect our students. On behalf of the Rancho Santiago Community College District, the board of trustees would like to honor and express appreciation to the first responders who every day work to insure the safety of our students and communities. With a safe and secure environment, our students are able to work hard to fulfill their dreams and become productive members of the community.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 20-17 – Resolution Honoring First Responders in the Rancho Santiago Community College District as presented.

Fiscal Impact:	None	Board Date: September 14, 2020
Prepared by:	Patricia S. Duenez, Assistant to the Vice Chancellor	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

**Resolution No. 20-17 Honoring First Responders in the
Rancho Santiago Community College District**

Resolution No. 20-17

WHEREAS, on September 11, 2001, our nation was changed forever by the attacks that killed 2,977 people and injured over 6,000 others. Out of this tragedy came a heightened appreciation for first responders, the men and women who put their lives on the line every day to protect the public in times of danger – 403 of whom lost their lives that day; and

WHEREAS, in the years since 9/11, many more disasters—man-made and natural – have reaffirmed the importance and courage of these essential public servants. Most recently, first responders have played a critical, lifesaving role in the devastation caused by the COVID-19 pandemic and the California fires; and

WHEREAS, in Orange County and in the Rancho Santiago Community College District, we rely on our first responders – our district’s safety officers, and our fire and police departments – to respond to dangerous fires, floods, earthquakes, and other natural and man-made disasters and incidents; and

WHEREAS, The Rancho Santiago Community College District, has a proud history of partnership with public safety agencies, including Santa Ana College’s 48 year partnership with the Orange County Sheriff’s Department as evidenced by the Orange County Sheriff’s Regional Training Academy in Tustin; and

WHEREAS, Santa Ana College is home to one of the state’s largest and oldest fire technology programs, the Santa Ana College Fire Academy Program, administered under the guidance of the Orange County Fire Chiefs’ Association;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Rancho Santiago Community College District that the first responders who protect the public in Orange County and especially the cities served by the District -- Anaheim Hills, Orange, Santa Ana, Villa Park, and portions of Anaheim, Costa Mesa, Irvine, Fountain Valley, Garden Grove, and Tustin – as well as the District’s own Security and Public Safety officers are to be commended for their timely response in times of crisis and their courageous efforts on behalf of area residents. The appreciation and thanks of the District, its employees, and its students are hereby conveyed by the adoption of this Resolution.

Dated this 14th day of September 2020.

Ayes:
Noes:
Absent:
Abstain:

Marvin Martinez
Secretary, Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

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

**Board of Trustees
(Regular meeting)**

Monday, August 10, 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 Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Mr. Phillip Yarbrough, and Mr. Mariano Cuellar via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Ms. Arianna Barrios arrived at the time noted.

Administrators present during the regular meeting via video/teleconference (Zoom) were Ms. Tracie Green, Mr. Peter Hardash, Dr. Marilyn Flores, Mr. Marvin Martinez, Mr. Enrique Perez, and Mr. Jose Vargas. 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. Jose Vargas, Interim President, Santiago Canyon College.

Ms. Barrios arrived at this time.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Public Comment

Ms. Alvarez indicated that public comments were received via email from Ms. Claire Coyne and asked that they be attached to the minutes since Ms. Coyne had a previous commitment and could not attend the board meeting. She also noted that if Ms. Coyne is able to participate later in the meeting, she would be able to share her public comments at that time. (NOTE: Mr. Jeffrey McMillian read Ms. Coyne's comments into the record after Item 1.7 [Presentation on chancellor's Diversity Initiative].)

1.5 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to approve the minutes of the regular meeting held July 13, 2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 4.3 removed from the Consent Calendar by Mr. Yarbrough. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

3.1 Approval of Subscription Agreement Renewal with Regroup Mass Notification Solution

The board approved the subscription agreement Renewal with Regroup Mass Notification Solution located in San Francisco, California, as presented.

3.2 Approval of Dual Enrollment Agreement Renewal between Samueli Academy and Rancho Santiago Community College District

The board approved the dual enrollment agreement renewal between Samueli Academy and RSCCD, as presented.

3.3 Approval of Affiliation Agreement Renewal with South Coast Global Medical Center, Inc. doing business as South Coast Global Medical Center

The board approved the affiliation agreement renewal with South Coast Global Medical Center, Inc. doing business as South Coast Global Medical Center located in Santa Ana, California, as presented.

3.4 Approval of Rancho Santiago Community College District Professional Services Agreement with Substance Media, Inc.

The board approved the RSCCD professional services agreement with Substance Media, Inc. located in Covina, California, as presented.

3.5 Approval of Clinical Community Health Training Affiliation Agreement Renewal with Vanguard University

The board approved the clinical community health training affiliation agreement renewal with Vanguard University located in Costa Mesa, California, as presented.

1.6 Approval of Consent Calendar (cont.)

3.6 Approval of College and Career Access Pathways A Dual Enrollment Partnership Agreement Renewal 2020-2023 with Santa Ana Unified School District (SAUSD)

The board approved the college and career access pathways a dual enrollment partnership agreement renewal 2020-2023 with SAUSD located in Santa Ana, California as presented.

3.7 Approval of Reduction of the Nonresident Capital Outlay Fee from \$35 per Unit to \$10 per Unit for 2020-2021

The board approved reducing the nonresident capital outlay fee from \$35 per unit to \$10 per unit for the 2020-21 fee as presented.

3.8 Approval of Santiago Canyon College (SCC) Joining California Community College Equity Leadership Alliance at University of Southern California (USC) Race and Equity Center

The board approved SCC joining the California Community College Equity Leadership Alliance at USC Race and Equity Center as presented.

3.9 Approval of Professional Services Agreement with Interact Communications, Inc. for Rancho Santiago Adult Education Consortium Marketing Campaign

The board approved the professional services agreement with Interact Communications, Inc. for a Rancho Santiago Adult Education Consortium marketing campaign as presented.

3.10 Approval of Affiliation Agreement with University of California San Francisco School of Medicine on Behalf of Bixby Center of Global Reproductive Health

The board approved the affiliation agreement to serve as a study site for the University of California San Francisco School of Medicine on behalf of the Bixby Center of Global Reproductive Health as presented.

3.11 Approval of Amendment #1 to Agreement with Orange County Transportation Authority (OCTA) for Continuing Education College Pass Program

The board approved Amendment #1 to agreement with OCTA for a continuing education pass program as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund and Interfund Transfers

The board approved budget increases/decreases, transfers, and intrafund and interfund transfers from June 27, 2020, to June 30, 2020.

1.6 Approval of Consent Calendar (cont.)

4.5 Approval of Professional Services Agreement with Cumulus Technology Services, LLC

The board approved the professional services agreement with Cumulus Technology Services, LLC as presented.

4.6 Approval of Professional Services Agreement with Go To Technologies, Inc.

The board approved the professional services agreement with Go To Technologies, Inc. as presented.

4.7 Approval of Surplus Property

The board approved declaring the list of equipment as surplus property and utilizing The Liquidation Company to conduct an auction as presented.

4.8 Ratification 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 ratified the purchase orders approved by the chancellor per Resolution No. 20-03 for the period July 1, 2020, through July 28, 2020.

4.9 Approval of Purchase Orders

The board approved the purchase order listing for the period June 21, 2020, through July 18, 2020.

5.1 Approval of Resource Development Items

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

- Coronavirus Aid, Relief, and Economic Security (CARES) Act Higher Education Emergency Relief Fund (HEERF) – Minority Serving Institution (MSI) (SAC & SCC)	\$ 577,122
- Early Head Start – Year 1 (District) - <i>Augmentation</i>	\$ 215,911
- Career and Technical Education Act (CTEA) Title I-C (District/SAC/SCC)	\$1,011,344
- College Assistance Migrant Program – Year 4 (SCC)	\$ 425,000
- Project Gateway Program – College Access Informational Continuum (CAIC) (SAC)	\$ 52,700
- Tobacco-Free College Program (SAC)	\$ 20,000

5.2 Approval of Second Amendment to Sub-Agreement between RSCCD and Tri-Valley Regional Occupational Program in Bay Area Region Selected to Host Strong Workforce Program K12 Pathway Coordinators – Year 1

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

1.6 Approval of Consent Calendar (cont.)

5.3 Approval of First Amendment to Sub-Agreement between RSCCD and Riverside County Office of Education in Inland Empire Desert Region Selected to Host Strong Workforce Program K12 Pathway Coordinators – Year 2

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

5.4 Approval of Professional Services Agreement between RSCCD and Lauren McSherry Consulting

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

1.7 Presentation on Chancellor's Diversity Initiative

Dr. Narges Rabii-Rakin provided a presentation on the Chancellor's Diversity Initiative. Board members received clarification on the data presented from Dr. Rabii-Rakin.

Ms. Alvarez allowed Mr. McMillan to read Ms. Coyne's public comments at this time.

1.4 Public Comment

Mr. Jeffrey McMillan read into the record Ms. Coyne's public comments (attached to the minutes) concerning the processes for approval of a new job description, recruitment, and interim position relating to the Chief Advisor for Academic and Diversity Programs position approved by the board at its July 13, 2020, meeting.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

Mr. Marvin Martinez, Chancellor, provided a report to the board, which included an update on COVID-19 testing for staff/students.

2.2 Reports from College Presidents

Dr. Marilyn Flores, Interim President, Santa Ana College provided a report to the board which included the introduction of the following new faculty members: Dr. Mr. Mohamed Chakhad (Physics), Mr. Michael De Laby (Nursing), Ms. Taylor Uffelman (Nursing), Ms. Beatriz Villa (English), and Dr. Alexander Natale (Physics).

2.2 Reports from College Presidents (cont.)

Mr. Jose Vargas, Interim President, Santiago Canyon College, provided a report to the board.

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

2.3 Report from Student Trustee

Mr. Cuellar provided a report to the board.

2.4 Reports from Student Presidents

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

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

2.5 Report from Classified Representative

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

2.7 Report from Board President

Ms. Alvarez provided a report to the board.

2.8 Reports from Board Committee Chairpersons and Representatives of the Board

Ms. Alvarez provided a report on the July 29, 2020, Ad Hoc Board Committee for Discussion and Timing of Reentry Plans According to the Governor's Guidelines meeting.

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, 4.3, and 4.5 through 4.9 were approved as part of Item 1.6 (Consent Calendar).

4.3 Approval of 2020-2021 Proposed Adopted Budget Assumptions

It was moved by Ms. Barrios and seconded by Mr. Labrado to approve the adopted budget assumptions for the 2020-2021 fiscal year as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.4 Quarterly Investment Report as of June 30, 2020

The quarterly investment report as of June 30, 2020, was presented as information.

5.0 GENERAL

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

5.5 Ratification of Chancellor’s Decision as Approved by Ad Hoc Committee to Begin the Fall Semester in Stage One and Proceed to Stage Two Once Approved by State Governor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19)

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to ratify the Chancellor’s decision as approved by the Ad Hoc Committee to begin the fall semester in Stage One and proceed to Stage Two once approved by the State Governor under the authority of Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19). Discussion ensued. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

5.6 Approval of Support for Assembly Bill (AB) 1759 – Institutions of Higher Education: Liability for Coronavirus Disease (COVID-19) Related Injuries

It was moved by Mr. Yarbrough and seconded by Mr. Hernandez to approve support for AB 1759. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

5.7 Approval of Return to Work Plan for Instructional Space Guidelines

It was moved by Mr. Yarbrough and seconded by Ms. Barrios to approve the Return to Work Plan for Instructional Space Guidelines as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

5.8 Board Member Comments

Mr. Hanna and Mr. Yarbrough congratulated Mr. Hernandez on not having an opponent in the upcoming election. Mr. Hanna asked the chancellor for the amount of money the district will save since Mr. Hernandez doesn’t have an opponent; therefore, no election is needed for Mr. Hernandez’ trustee area.

Mr. Yarbrough thanked the Ad Hoc Committee members and staff for their work in seeking solutions to open the campuses in a safe manner for staff/students. He indicated that he plans to work with the chancellor and County government to seek the possibility of funding for COVID-19 testing at SCC.

Mr. Hanna thanked the chancellor and Mr. Hardash for their efforts in saving the taxpayers money on the recent refinancing of RSCCD school bonds.

After the November election, Mr. Hanna asked Mr. Rutan and Mr. Shahbazian to meet with the newly-elected trustees to inform them of the shared governance process and how the Academic Senate plays a significant role in statewide issues.

Ms. Alvarez asked that the meeting be adjourned in memory of Ms. Paola Rojas-Gutierrez, a SCC student studying child development, who died on June 26, 2020, shortly after her 21st birthday. Ms. Alvarez read a statement from Ms. Rojas-Gutierrez’ parents about their daughter’s life and expressing their appreciation for the grateful acts of kindness and support from SCC and RSCCD during this difficult time.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:30 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Volunteers
 - f. Student Workers

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

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

Mr. Cuellar left the meeting at this time.

RECONVENE

The board reconvened at 7:46 p.m.

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

Closed Session Report

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

Public Comment

There were no public comments.

Mr. Yarbrough rejoined the public meeting at this time.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Temporary/Interim Assignments
- Approve Extensions of Interim Assignment
- Approve Hiring of Temporary 1-Year Full-time Faculty Members

6.1 Management/Academic Personnel (cont.)

- Approve Final Salary Placements
- Ratify Resignations/Retirements
- Approve Leaves of Absence
- Approve Banking Leaves of Absence
- Approve Adjusted Banking Leaves of Absence
- Approve 2020-2021 FARSCCD Contract Stipends
- Approve 2019-2020 Contract Extension Days
- Approve 2019-2020 Additional Contract Extension Days
- Approve 2020-2021 Contract Extension Days
- Approve 2020-2021 Additional Contract Extension Days
- Approve Beyond Contract/Overload Stipends
- Approve Summer Stipends
- Approve Part-time/Hourly New Hires/Rehires
- Approve Non-paid Intern Services

6.2 Classified Personnel

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

- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Short Term Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Approval of Professional Services Agreement with Job Elephant

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

6.4 Authorization for Board Travel/Conferences

It was moved by Ms. Barrios and seconded by Mr. Hernandez to authorize the submitted conference and travel by a board member. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.5 Adoption of Resolution No. 20-16 authorizing payment to Trustee Absent from Board Meetings

It was moved by Mr. Hanna and seconded by Mr. Yarbrough to adopt Resolution No. 20-16 authorizing payment to Lawrence “Larry” R. Labrado for his absence from the July 13, 2020, board meeting due to illness. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, and Mr. Yarbrough; and a vote of abstention from Mr. Labrado.

7.0 ADJOURNMENT

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

There being no further business, Ms. Alvarez declared the meeting adjourned at 7:50 p.m. in memory of Ms. Paola Rojas-Gutierrez, a SCC student studying child development, who died on June 26, 2020, shortly after her 21st birthday

Respectfully submitted,

Marvin Martinez, Chancellor

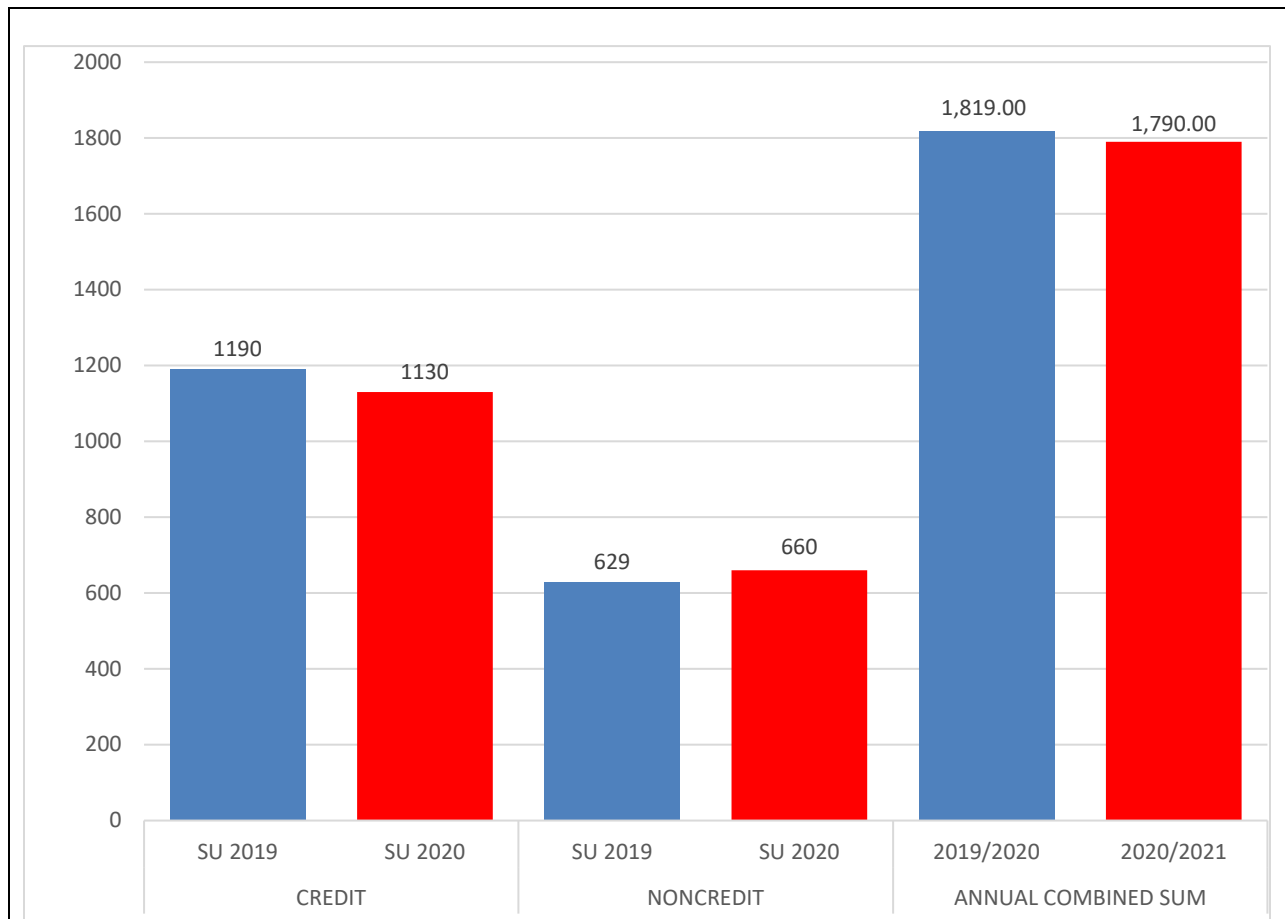
Approved: _____
Clerk of the Board

Minutes approved: September 14, 2020



SAC 2020/2021 Summer Enrollment Report

*Date: 8/5/2020



FTES Target

Terms	2020/2021	DIFF	PCT
Credit SU Target	1261.00		
Credit SU Projection	1261.00	0.00	0%
Noncredit SU Target	520.00		
Noncredit SU Projection	650.00	130.00	20%
Annual Target	18114.00		
Annual Projection	18114.00	0.00	0%

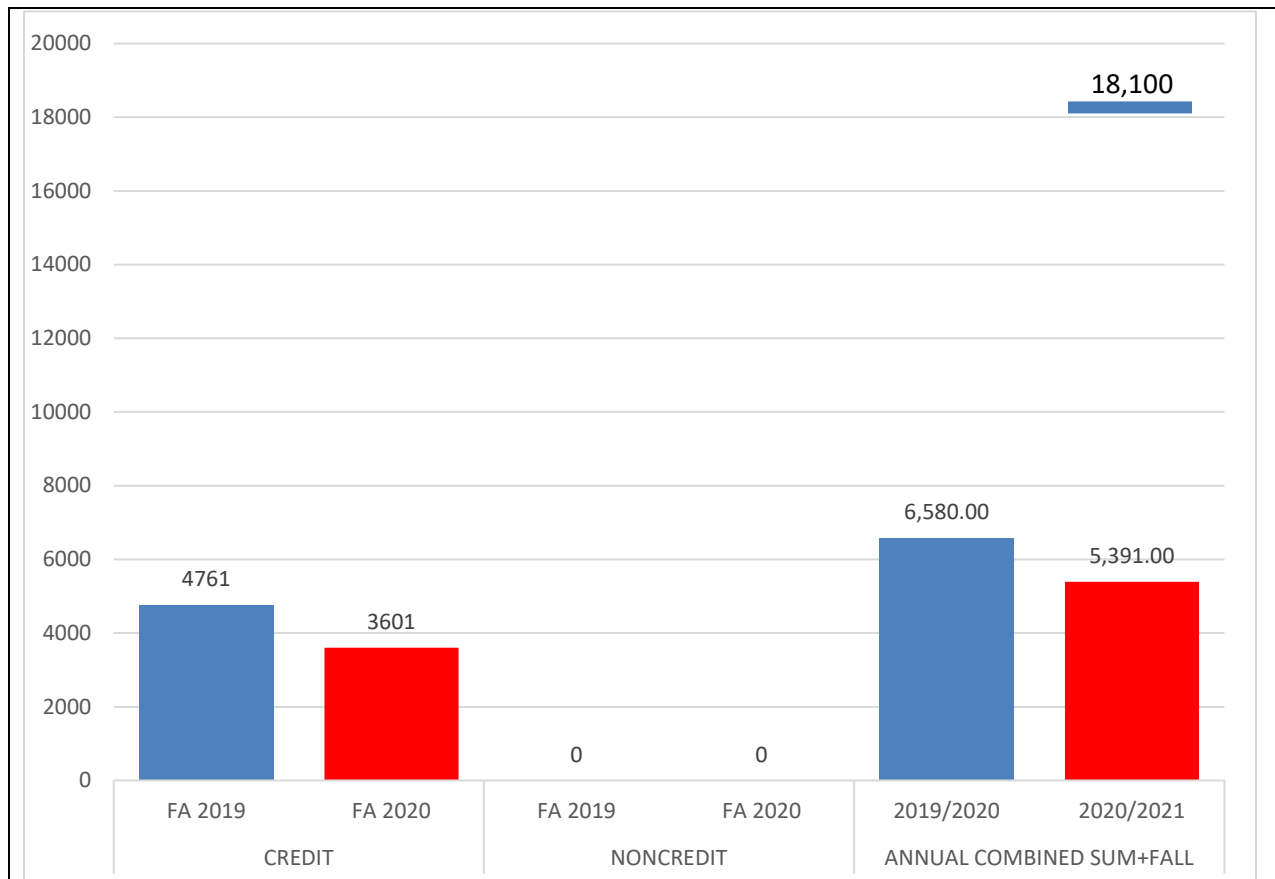
NOTES:

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



SAC 2020/2021 Fall Enrollment Report

Date: 8/5/2020



FTES Target

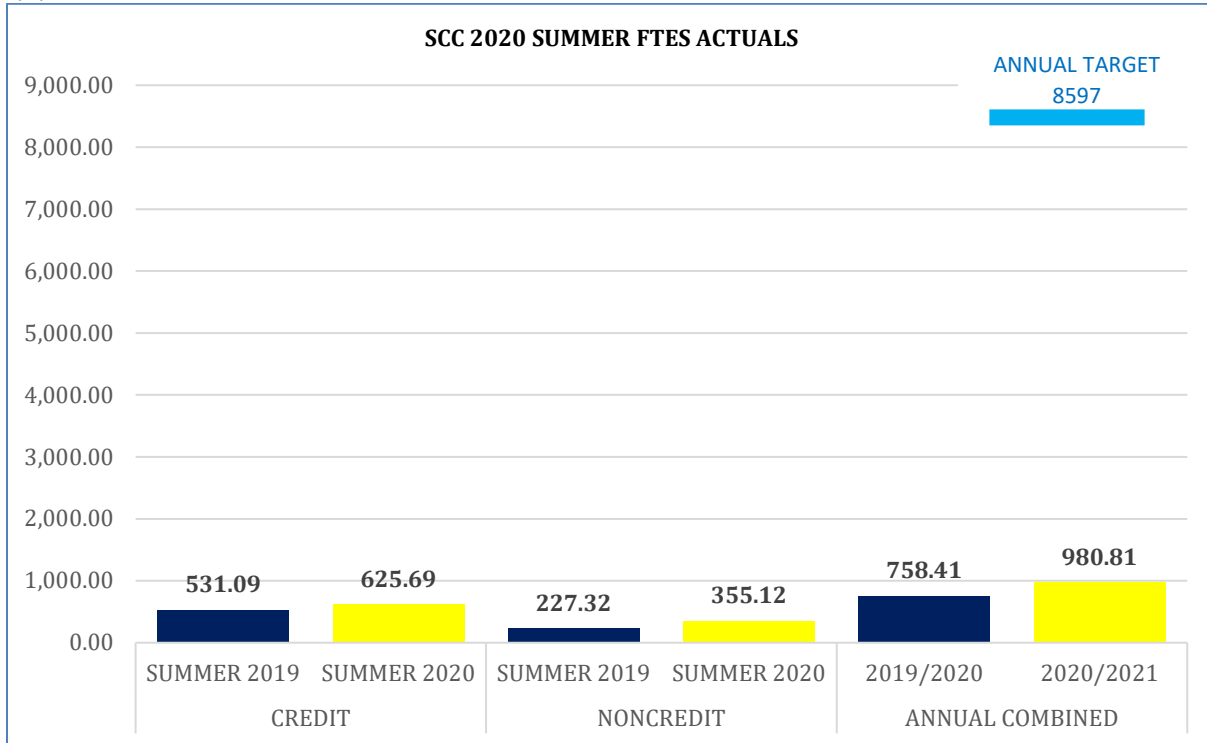
Terms	2020/2021	DIFF	PCT
Credit FA Target	6561.00		
Credit FA Projection	6561.00	0.00	0%
Noncredit FA Target	1616.00		
Noncredit FA Projection	1616.00	0.00	0%
Annual Target	18114.00		
Annual Projection	18114.00	0.00	0%

NOTES:

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



SCC 2020/2021 ENROLLMENT REPORT
8/5/2020



FTES TARGETS

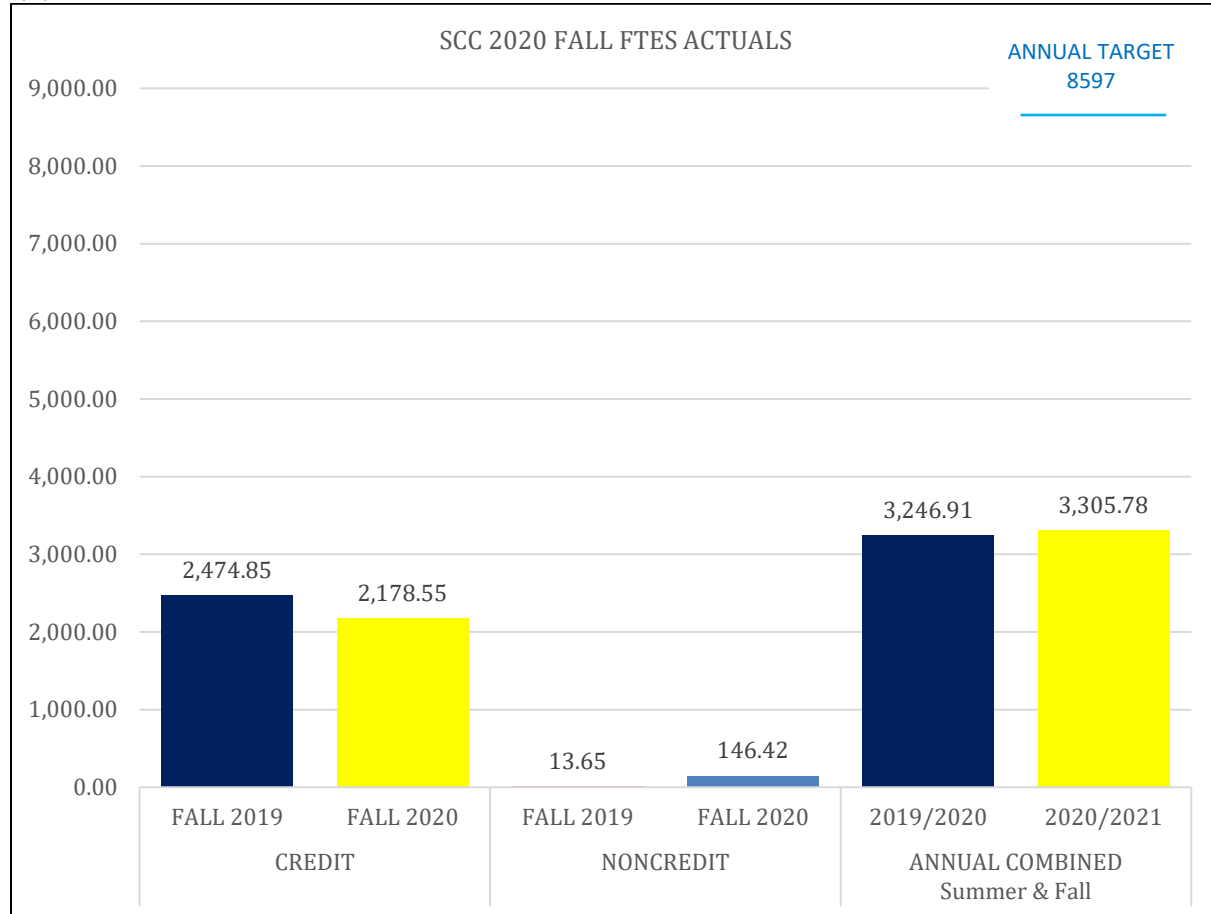
SUMMER TERM	2020/2021	DIFF	PCT
CREDIT TARGET	617		
CREDIT PROJECTION	627	+10	+1.6%
NONCREDIT TARGET	278		
NONCREDIT PROJECTION	370	+92	+33.1%
ANNUAL TARGET	8597		
ANNUAL PROJECTION	8597	0	0.0%

NOTES:

Data from Executive Dashboard Report



SCC 2020/2021 ENROLLMENT REPORT
8/5/2020



FTES TARGETS

TERMS	2020/2021	DIFF	PCT
Credit Fall Target	3071		
Credit Fall Projection	3071	0	0%
NonCredit Fall Target	688		
NonCredit Fall Projection	688	0	0%
Annual Target	8597		
Annual Projection	8597	0	0%

NOTES:

Data from Executive Dashboard Report

Dr. Marilyn Flores - President's Oral Report to the Board
August 10, 2020

ENROLLMENT

Credit and Noncredit

• **Summer 2020**

For summer, we are currently tracking higher in noncredit in comparison to the same time last year. As of today, SAC-SCE has produced 668 FTES and served 9,238 unduplicated students. The strong growth is the result of marketing and a redesign of the registration process. These efforts will continue for the fall as SAC-SCE's goal is to continue to increase the overall number of students served through its programs. In credit we are slightly down. However, most of our instructional service agreements were suspended due to COVID-19 and some have been re-started. We hope that our PAC FTES will bounce back as we continue to calculate and add attendance into colleague. For summer, we did revise the credit schedule to include courses that students had dropped in the spring due to COVID-19 and included this specific outreach efforts in our district marketing efforts. For noncredit, our growth in programs can be attributed to our robust marketing efforts that the district and both colleges engaged in and these will continue with the approval of additional marketing agreements with Interact.

• **Fall 2020**

Credit

For the fall semester you can see that we are tracking more than 1000 FTES less in comparison to the same time last year. We currently do not know exactly why enrollment is declining but we can speculate on some of the reasons which include but are not limited to:

- COVID-19 is causing economic and social instability and as a result, students may be deferring their education
- Students prefer face-to-face classes and are deferring their education

We do know that headcount is down and the majority of our PAC attendance is unpredictable as it relates to our academies since we do not know when and how they will reopen. We are working closely with the Orange County Sheriff Department to ensure safe and healthy resumption of classes as they have revised their safety protocols and they have submitted their instructional plan to POST which includes beginning fall with remote instruction. We are also collaborating with district marketing to promote enrollment as we identify areas where we potentially have a target population that could provide us with an opportunity for growth. We will continue to track and monitor the schedule and adjust by cutting and adding sections as needed. A Fall 2020 Welcome Letter was sent to over 40,000 credit students informing them of what to expect in the fall and a list of resources available to them. The Welcome Letter is also posted on the SAC website.

Noncredit

Public registration for Santa Ana College-School of Continuing Education ("SAC-SCE") starts on Monday, August 10. Most fall classes at SAC-SCE will be offered remotely with student services available onsite at CEC, as well as virtually through Cranium Cafe. With close monitoring of COVID-19 guidelines and, if appropriate, some Career Education courses and labs may be offered in a limited, in-person capacity starting in mid-September. While the robust marketing campaign continues, a Fall 2020 Welcome Letter was sent to nearly 6,000 students via text message. This outreach resulted in over 2,200 unique visits to the SAC-SCE website.

Lastly, at today's board meeting our agreements with Santa Ana Unified School District are on the agenda as we continue to enhance and improve our dual enrollment efforts for both noncredit and credit. We have set up a planning meeting with SAUSD Superintendent, Jerry Almandarez, myself and both of our cabinets to review our existing partnerships and find ways to ensure that SAUSD students can continue to earn transferable units towards their IGETC plan and/or a Certificate of Completion.

Fall Update

Based on the return to work plan, all offices are evaluating and preparing for staggered schedules for those areas

deemed necessary for physical presence at the college. Convocation will be held on Tuesday, August 18th from 8:30am to 11:30am. An invitation has been sent to the Chancellor and Board of Trustees. We hope you will all join us. We will be reviewing Chancellor Oakley's Call to Action and developing a follow up plan and update. In addition, Dr. Kevin Kumashiro will be addressing the topic of Digital Literacy and Equity. Dr. Kumashiro is an internationally recognized expert on educational policy, school reform, teacher preparation, and educational equity and social justice.

College Updates

- Santa Ana College celebrates the addition of five (5) new full-time faculty members. Please join me in welcoming them as I briefly introduce them:
 - **Dr. Mohamed Chakhad** has a Bachelor's degree in physics and mathematics from the University of Mary Washington, a Master's degree in mathematics from the University of Wyoming, and a PhD in physics from the University of Texas at Austin. For his PhD, Dr. Chakhad studied theoretical high energy physics as a member of the Steven Weinberg research group. Dr. Chakhad was previously a full-time faculty at Laramie County Community College for ten years.
 - **Mike De Laby** is a registered nurse with over 25 years' experience in multiple healthcare environments, collectively inclusive of hospital and emergency medical services, critical care, medical disaster emergency management, education, administrative management and regulatory environments. Mike holds a Master's Degree in Nursing Administration (MSN) and a graduate certificate in Nursing Education from the University of Texas at Arlington, and is pursuing a Doctorate Nursing Practice (DNP).
 - **Dr. Alexander Natale** completed his PhD in theoretical particle physics in 2015 at UC Riverside, and began a postdoctoral position at the Korea Institute of Advanced Study, focusing on theoretical research of dark matter. After two and a half years of living in Seoul, he has been teaching the wonderful students at California's community colleges. He started at Santa Ana College in 2019 and he is looking forward to starting his first semester as full-time faculty member this fall.
 - **Taylor Uffelman** has been an emergency and orthopedic nurse for 14 years. The last two years as a part time instructor at SAC has solidified her passion for educating future nurses. She is honored to be a full-time faculty member at her nursing school alumni.
 - **Beatriz Villa** teaches freshman composition, literature, and critical thinking courses. Her areas of interest include rhetoric and composition studies, American literature, and critical theory. This fall, she looks forward to the English department.
- A special note of thanks to our City of Santa Ana and Main Place partners. The electronic marquee at Main Place Mall is now featuring Santa Ana College. This is wonderful FREE visibility off the 5 freeway (South and North), the 22 freeway (East and West) and the joining of various other freeways, including the 57 as the ramps all join in the general area of the two large billboards. Of course, it is also nice that you can see this from the District office. I have included a visual image in my report.



- SAC and SCE Outreach staff (and SCC) are collaborating with the District's fall enrollment campaign by supporting the HUB call center and checking voice mails and emails on a daily basis. Staff is following the call center communication flow and tracking process to log and follow-up on all inquiries. Initial data indicates that there are 20 to 30 calls per day, with most callers requesting specific information on Admissions, Registration, Counseling, Financial Aid, Non-Credit, and Residency. Alicia Kruizenga developed a listing of direct contacts in these offices to best support callers.

The HUB Contact List

Area	Email	Phone Number (and contact)	LIVE CHAT link
Admissions & Records	Adm_Records@sac.edu	(714) 564-6017 Monday – Friday 8am to 5pm	https://sac.craniumcafe.com/group/admissions-
Assessment	testing_center@sac.edu	(714) 564-6148	https://sac.craniumcafe.com/group/assessment-center-
Athletics	Dahl_Kayla@sac.edu		
CEC		(714) 241-5782 - Voicemail Only	https://sac.edu/sce/welcome/Pages/default.aspx -Virtual Welcome Center-
Counseling		(714) 564-6103 - Voicemail Only	https://www.sac.edu/StudentServices/Counseling/Pages/Contact-Us-Online.aspx
DSPS	DSPTS@sac.edu	(657) 235-2999 - DHH Video Phone (714) 564-6295 - Voicemail Only	https://sac.craniumcafe.com/group/informationappointment
EOPS	EOPS@sac.edu		https://sac.craniumcafe.com/saceopscafealworks
Financial Aid	finaid@sac.edu	(714) 564-6242	https://sac.craniumcafe.com/group/financial-aid
Health & Wellness Ctr	SACHealth_Center@sac.edu	(714) 564-6216	
International Students	Intl_Students@sac.edu	(714) 564-6046 & (714) 564-6047 Monday – Thursday: 9am to 5pm Friday: 9am to 12noon	https://sac.craniumcafe.com/group/international-student-office
Student Life	student_activities@sac.edu		https://sac.craniumcafe.com/group/associated-student-government-inter-club-council
Veterans		(714) 725-8266 - Dr. Estrada (714) 210-1324 - Jason Lamb	

AB798 Final Report: Textbook Affordability

This two-year grant (which ended April 30, 2020) focused on just eight courses, which were selected from various disciplines to help us complete and assure more Online Educational Resources (OER) sections for our OER Degree Pathway. The actual OER student savings were \$1,050,634. I’m also happy to say that the Psychology department has gone OER/ZTC for ALL sections! This means students can access their textbooks online at a zero cost.

Our strategy in OER is to affect the most students and to assure we have an OER Degree Pathway for our students by impacting a blend of general education courses with varying section number offerings. We have [OER degree pathways](#) for students to obtain their Business Admin and Liberal Arts degrees with OER/ZTC. The plans moving forward will focus on multiple sections of GenEd and culturally diverse courses where there is existing know quality materials for easy adoption. This will include working with faculty in developing OER materials to make textbooks more affordable or free.

Savings to students below are based on ACTUAL textbook cost and ACTUAL enrollment census data.

Course Identification Number (2018-2020)	ACTUAL Cost Savings
Cost Savings BIOL 109	\$319,599.00
Cost Savings CDEV 107	\$33,667.50
Cost Savings CMST 102	\$27,758.25
Cost Savings EARTH 110	\$124,460.00
Cost Savings MATH 219	\$241,073.00
Cost Savings NUTR 115	\$116,612.00
Cost Savings PHIL 108	\$2,730.60
Cost Savings PSYC 100	\$184,734.00
	\$1,050,634.35

**Santiago Canyon College President's Report to the RSCCD Board of Trustees
August 10, 2020**

Summer Enrollment:

Credit: As of August 5th we are at **625.69 FTES** which is a growth of 94.6 FTES over the total achieved for the Summer 2019 session and 9 FTES above our summer target of 617 FTES.

Noncredit: As of August 5th, we had posted 355.12 FTES which is 128 FTES (56%) above the same time-period last summer and 92 FTES (33%) above our target of 278 FTES. The increase in FTES is primarily due to offering more full Distance Education Classes that require certified instructors. To put it in perspective, last summer we generated 10 FTES in full DE classes compared to the 121 FTES that we have posted this summer. This represents an increase of 111 FTES in full DE classes.

Fall 2020 Enrollment:

Credit: We are continuing to track the fall enrollment. As of August 5th we are at **2,178.55 FTES** which is 296 FTES below this point last year. We are looking into the specific student groups where a drop is reflected and will initiate targeted outreach and marketing campaigns. At the last BOT meeting, President Hernandez reported that we were ahead by 317.29 FTES at the same point in time last year so the current decrease is very concerning.

Noncredit: our FTES is 132.77 FTES above the same point in time last year and is due to the increase in the offering of full DE classes.

Annual Enrollment:

Overall, as of August 5th, our combined summer and fall is 59 FTES above the same time last year.

COLLEGE UPDATES

Return to Work Update (Fall 2020):

Instruction:

- Competitive sports will not take place in fall 2020. Instead, they are being shifted to begin in spring 2021.
- All classes, with the exception of 13 sections, will meet mostly through an online environment.
 - The 13 sections that will have some face-to-face class meetings are:
 - Biology 211 (Supports Key-Essential Workforce)
 - Public Works 086 (Supports Key-Essential Workforce)
 - Public Works 087 (Supports Key-Essential Workforce)
 - Public Works 088 (Supports Key-Essential Workforce)
 - Public Works 089 (Supports Key-Essential Workforce)
 - VMED 011 Nurse Assistant Training – 3 sections (Supports Key-Essential Workforce)
 - Kinesiology 101 – 2 Sections (To maintain CPR Certification)
 - Surveying 118 (Supports Key-Essential Workforce)
 - Surveying 119 (Supports Key-Essential Workforce)
- Some classes in adult education (such as those that take place in the jails or nursing homes) will be held through a Correspondence Education format
- Plans are underway to offer two late start, 8 week, outdoor face-to-face classes (one in English and one in Math). Details to follow

Student Services:

- While the State remains in Stage 1 in response to the COVID-19 pandemic, only Key-Essential Personnel will be asked to report to the campus to provide Key-Essential-Services. Offices that will provide face-to-face services include:
 - Admissions & Records
 - Financial Aid
 - Health & Wellness Centers
 - Cashier’s Office
 - Student Learning and Resource Centers (Computer Labs, Library, etc.)

Risk Reduction Measures:

The use of all identified COVID-19 PPE and other risk reducing measures will be applied and enforced throughout Santiago Canyon College, the College and Workforce Preparation Center, and the Chapman Avenue site.

CARES ACT FUNDS

**CARES Act Funds as of August 6, 2020
Interim Report**

Grants to Students	Santiago Canyon College
Certification Signed	4/13/2020
Grant Period	4/13/2020 – 4/13/2021
Total Amount Awarded	\$ 1,446,953
Number of Grant Recipients	1,690
Average Grant Amount	\$ 492
Total Amount of Grants Distributed	\$ 830,300
Amount Remaining to Distribute	\$ 616,653

Institutional Support	Santiago Canyon College
Certification Signed	4/22/2020
Grant Period	5/6/2020 - 5/6/2021
Total Amount Awarded	\$ 1,446,953
Allowable Expenses:	
Shift in Institutional Operations	\$216,987
Refunds Provided to Students	\$53,860
Tech support (hotspots, software, etc)	\$14,518
Computers for students	\$267,306
Student Emergency Aid Grants	\$ -
OPM for Distance Learning	\$ -
Total Expenses	\$ 552,670

Amount Remaining	\$ 894,283
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Minority Serving Institutions	Santiago Canyon College
Certification Signed	4/22/2020
Grant Period	5/6/2020-5/5/2021
Total Amount Awarded	\$ 197,509
Allowable Expenses:	
Lost Revenue	\$ 100,000
Reimbursement for expenses incurred	\$ -
Tech costs to transition to DE	\$ -
Faculty and Staff Training	
Payroll	\$ -
Total Expenses	\$ 100,000
Amount Remaining	\$ 97,509

HAWK’S NEST FOOD PANTRY:

During the summer:

- the Hawks Nest Food Pantry held 4 Food Pantry Distribution drive thru events
- Issued 794 food boxes and other essential items to 382 unique students.
- Issued \$1,250 through Gift Cards
- The approximate value of food and essential items is \$33,500
- Was assisted by a total of 11 volunteers totaling a combined 180 hours

ADULT EDUCATION - CAREER TECHNICAL TRAINING:

- On Tuesday, July 7, the Behavior Technician Program at Santiago Canyon College Division of Continuing Education received approval to be an approved coursework provider for Behavioral Health Credentialing through the Qualified Applied Behavior Analysis Credentialing Board (QABA). The QABA logo will now be seen on the Certificates of Completion. This will assist SCC noncredit students in receiving industry recognized credentials to obtain jobs in their field of study. In addition, SCC’s program will be promoted to potential students on the QABA Board’s website.



ADULT EDUCATION FALL 2020 CLASS SCHEDULE: (the image is a hyperlink to the full schedule)



TRANSFER SUCCESS CENTER

- The last Transfer Tuesday took place Tuesday, June 30. A total of four sessions were held in June with students dropping-in every week to have their transfer questions answered.
- On Wednesday, July 15, in collaboration with the TRIO program, Transfer Success Center Coordinator Miguel Luna presented to TRIO students planning to apply for Spring 2021 and Fall 2021. There were 26 attendees, including staff and students, who received information about general transfer requirements, how UC's, CSU, and Private Universities evaluate for admissions, transfer guarantee programs, admission GPA's, and the transfer process and timelines.

- An “Are you ready to transfer?” Zoom presentation was conducted on Wednesday, July 29, 2020. The presentation provided information on general transfer requirements, when they are expected to be completed for Spring 2021 and Fall 2021 transfer, and the general transfer timeline and process. Students who had questions about specific courses were referred to the Counseling Department for assistance.

SSS-TRiO

- New Series Alert! SSS-TRiO has a new weekly series on Instagram – with each day focusing on a new topic. Monday is “This or That”, where students vote on their preferences on a variety of topics. Tuesday is “Travel Tuesday”, this is a quiz game guessing where the photos were taken. The series includes different 4-year universities and countries around the world. Wednesday is “Wellness Wednesday”, where students are provided with coping skills, study skills and relaxation techniques to help them take some time for self-care. Finally, on “Thankful Thursday”, students get to share with SSS-TRiO staff what they are grateful for and their comments are shared with other followers.

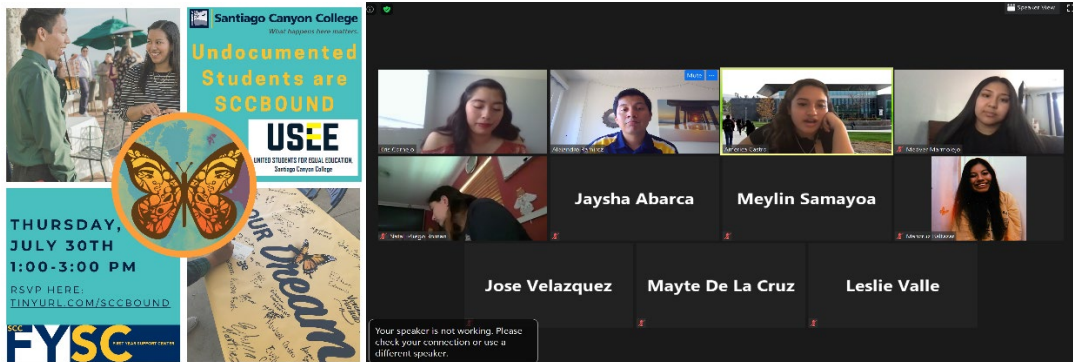


- **Presentation to College Bound:** On Wednesday, July 22nd, 2020 SSS-TRiO and College Bound partnered to conduct a presentation about SCC’s student support services programs. The team spoke to juniors and seniors in high school from Santa Ana Unified and Orange Unified School Districts to help them further prepare for their educational experience after high school.

FIRST YEAR SUPPORT CENTER

- **Tuesday, July 28th-Imposter Syndrome Workshop** - The First Year Support Center hosted a workshop on Imposter Syndrome to introduce students about the term and discuss its implication on first-generation students, low-income, or from a marginalized community. The workshop was intended to engage and create a dialogue among students on a term many are not aware of, yet experience it.

- **Thursday, July 30th-Dreamers are SCCBOUND** - The First Year Support Center hosted the first **DREAMers are SCCBOUND** to welcome incoming undocumented students and make them aware of the resources and support services available to them during their time at SCC. In addition, students had the opportunity to engage with current and alumni during a panel to build community, ask questions, and receive some tips on navigating college as undocumented students. Furthermore, students were introduced to SCC's United Students for Equal Education (U.S.E.E.) student club to encourage involvement and support.



PATHWAYS TO TEACHING PROGRAM

- **Newly Elected State Leaders of Student California Teachers Association (SCTA)** – SCC is proud of Pathways to Teaching students and their involvement with [SCTA](#). This year among students from UC, CSU, and Private universities, three of our future teacher students were elected as state leaders.

Congratulations!

Montserrat Bonilla, State Council Representative
Lizette Mendoza, Ethnic Minority Representative
Selaima Tamotuu, Southern Regional Vice President



UPWARD BOUND MATH & SCIENCE

- **UBMS Summer Program 2020:** This summer, UBMS students all completed the four weeks Biotechnology Lecture and Lab program. Each high school participant earned four (4) college credit units which will give them a competitive advantage on their college applications.
- **COVID-19 Expert Panel** – Upward Bound Math & Science hosted an expert panel on COVID-19, which included a medical doctor, psychologist, and COVID-19 survivors. Students in the program have been developing social media content in Spanish, English, and Vietnamese that references the impacts of COVID-19 in their families. In addition, they researched resources and tools they can utilize and practice to assist communities overall. Students were assigned to interview family members, collect credible data,

and speak to professionals in the medical field. Each student was responsible for developing their own set of questions for panelists. The Expert Panel included Dr. Pedro Ontiveros from Kaiser Permanente. Dr. Ontiveros shared his expertise and explained the process of testing, wearing masks, possibility of vaccines and their efficacy, treatment for COVID-19 patients, and his personal experience with his patients in ICU. Also in attendance was Dr. Susana Salgado, Psychologist, who elaborated on the impacts quarantine and isolation have had on people's mental health, specifically in teens. Dr. Salgado also shared and talked about resources for the community that are available at little to no cost, the effects of remote instruction on teens and some tools people can utilize when feeling anxious or depressed while being at home. Lastly, testimonials were provided from Community Members and COVID-19 Survivors from Orange County. Adults Brenda and Dayton, and teenager Isabella spoke to students about their process with having COVID-19 and surviving. Each journey provided students with a unique perspective on the virus and its ability to affect individuals differently. Each of the survivors shared their gratitude in defeating the virus. The Upward Bound Math & Science team is committed to working together to provide these valuable experiences for students.



Group photo from July 28, 2020 Zoom Panel

ACADEMIC AFFAIRS

- The state has approved the three Associate of Science degrees and three Certificates of Achievements in Kinesiology:

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

The new degrees and certificates will be included in the 2020-2021 Catalog Addendum.

UPCOMING EVENTS

Blood Drive:

SCC is coordinating with the Office of Orange County Supervisor Don Wagner and the

American Red Cross to conduct a Blood Drive that will take place at the SCC campus.
Additional details to follow.

VIRTUAL SCHOLARSHIPS CEREMONY



CEC/OEC FALL FACULTY MEETING: Thursday, August 20 at 4:00 pm via zoom.

SCC CONVOCATION: Friday, August 21, from 10:30 am to 12 noon via zoom.

FALL SEMESTER BEGINS: Monday, August 24, 2020

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

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Educational Affiliation Agreement Renewal with Hollywood Hands Rehab	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This Educational Affiliation Agreement Renewal with Hollywood Hands Rehab (“Agreement Renewal”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Agreement Renewal shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Educational Affiliation Agreement Renewal with Hollywood Hands Rehab, located in Long Beach, California, as presented.

Fiscal Impact:	None	Board Date: September 14, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Hollywood Hands Rehab (“Clinical Facility”), located at 8600 West 3rd Street, Suite 3B, Long Beach, CA 90048.

PART I. BASIS AND PURPOSE OF AGREEMENT

WHEREAS, District and Clinical Facility acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

WHEREAS, District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

WHEREAS, the Clinical Facility has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

WHEREAS, it is to the benefit of both District and Clinical Facility that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

NOW, THEREFORE, District and Clinical Facility do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

1. District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District shall inform The Occupational Therapy Assistant Program students of any requirement for background checks and their responsibility of payment.
3. College agrees to designate a coordinator for program.

B. For Program Planning

1. District will initiate the development of mutually acceptable clinical instruction plans for using the Clinical Facility's areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Clinical Facility at a mutually agreed upon time prior to the beginning of the school

term and subject to revision in instances of conflicts with Clinical Facility patient care responsibilities and/or District interests.

2. District has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected Clinical Facility personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.
- C. For Occupational Therapy Assistant Program Students
1. District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Clinical Facility for clinical instruction meet both District and Clinical Facility standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

PART III. **GENERAL RESPONSIBILITIES OF THE CLINICAL FACILITY**

- A. For the Program in General
1. Will serve as a clinical laboratory, which meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of occupational therapy and shall provide an adequate number of qualified staff for the clinical education activities of students selected for clinical experience at facility
 2. The administration of the service and patient care at the Clinical Facility shall be the responsibility of and under the control and supervision of the Clinical Facility and shall be administered through the Clinical Facility and shall be administered through the Clinical Facility staff.
 3. The Clinical Facility will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Clinical Facility facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
 4. The Clinical Facility will provide orientation for students and faculty to familiarize them with Clinical Facility policies and facilities before assigning them to duties at the Clinical Facility.
 5. The Clinical Facility will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
 6. The Clinical Facility will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved

curricula.

7. The Clinical Facility will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Clinical Facility will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Clinical Facility will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the Clinical Facility.
 - a. Parking areas.
 - b. Locker, storage and dressing facilities.
 - c. Same food services as are available for Clinical Facility staff.
 - d. First aid treatment with written consent required for minors.
 - e. Access to sources of information for education purposes such as:
 1. Patient's chart.
 2. Procedure guides policy manuals.
 3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
 4. Books and periodicals in the Medical library.

C. For the Control of District Personnel

1. The Clinical Facility may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Clinical Facility and the District.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

1. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

- b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
 - c. Statutory Workers' Compensation coverage for staff and students participating in the rotation.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
 - e. District will provide Clinical Facility Certificates of Insurance evidencing such coverage upon request.
2. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
 - b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
 - c. Workers' Compensation insurance covering Clinical Facility's full liability as required by California law.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
 - e. Clinical Facility will provide District Certificates of Insurance evidencing such coverage upon request.

C. Indemnification

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

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

PART V. **STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Clinical Facility employees nor shall they replace Clinical Facility staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Clinical Facility will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable Clinical Facility regulations and must conform to the same standards as are for Clinical Facility employees in matters relating to the welfare of patients and general Clinical Facility operations.

PART VI. **PERIOD OF AGREEMENT, TERMINATION**

- A. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years unless sooner terminated by either party in accordance with this section.
- B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
- C. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
- D. Notwithstanding the foregoing, in the event the Program is discontinued by District during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

PART VII **OTHER TERMS**

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or

extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.

- D. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days after mailing.

To Clinical Facility:

Hollywood Hand Rehab
Attn: Elizabeth Liu, Office Manager
8600 West 3rd Street, Suite 3B
Long Beach, CA 90048

To District:

Santa Ana College
Attn: Academic Fieldwork Coordinator
1530 West 17th Street
Santa Ana, CA 92706

With a copy to:

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

- E. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

District:
Rancho Santiago Community College
District
2323 N. Broadway, Santa Ana, CA 92706

Clinical Facility:
Hollywood Hands Rehab

8600 West 3rd Street, Suite 3B, Long Beach, CA 90048

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services



Elizabeth Liu
Office Manager

Date

7/13/2020

Date

SAC - 20-039

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Standard Clinical Affiliation Agreement Renewal with Silverado Senior Living - Newport Mesa	
Action:	Request for Approval	

BACKGROUND

The Nursing Program encourages students to participate in collaborative educational programs to further their educational goals and achievements. The proposed Standard Clinical Affiliation Agreement Renewal with Silverado Senior Living - Newport Mesa (“Agreement Renewal”) will provide an opportunity for education practicum experiences for our student nurses to graduate with a higher degree.

ANALYSIS

The term of this Agreement Renewal shall be for five (5) years, commencing on the effective date and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Standard Clinical Affiliation Agreement Renewal with Silverado Senior Living - Newport Mesa, located in Costa Mesa, California, as presented.

Fiscal Impact:	None	Board Date: September 14, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Interim Associate Dean, Health Sciences	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the “Agreement”) is made and entered into between the **Rancho Santiago Community College District**, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of **Santa Ana College Health Sciences Programs**, located at 1530 W. 17th Street, Santa Ana, California, and the **Silverado Senior Living - Newport Mesa** (“Clinical Facility”) located at 350 W. Bay Street, Costa Mesa, California.

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

WHEREAS, District operates Santa Ana College (“College”) and College is a duly accredited educational institution that conducts health sciences program(s) (the “Program”);

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

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

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

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

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

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

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

“College” shall refer to Santa Ana College, and each of its employees, agents, representatives and assigns;

“Clinical Facility” shall refer to the Silverado Senior Living – Newport Mesa, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

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

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

TERMS

1. Clinical Experience Rotation. At its sole discretion, Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation (“Rotation”), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program’s written objectives.
3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the “Regulations”), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. Applicable Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly

prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.

6. Academic Year. The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.
7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).
8. Orientation. Clinical Facility and College shall provide an orientation for assigned students and faculty participating in each rotation.
9. Compliance with Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. Clinical Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
12. Clinical Advisor (Clinical Facility). Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.
13. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.

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

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

21. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. Insurance Carried by the District. District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverage's are in effect while the student is on-site at Clinical Facility.
23. Insurance Carried by Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy. Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall provide workers' compensation coverage for each of its employees.

24. Student Records. Any student participating in a rotation shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

Any student participating in a rotation shall provide verification of annual T.B. screening, immune status for mumps, rubeola, rubella, and chicken pox, hepatitis B (or signed waiver for hepatitis B), and influenza vaccine (or signed waiver for influenza vaccine). Any student participating in a rotation shall have completed criminal background screens and drug screens prior to being placed at the community.

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.
Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein. Any student and instructor participating in a rotation will sign Silverado's standard HIPAA/confidentiality statement prior to programming beginning.
27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
29. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. Effective Date and Termination. This Agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years unless sooner terminated by either party in accordance

with this section. Either party may terminate this Agreement without cause by giving sixty (60) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

32. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.
33. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
34. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

To Clinical Facility:

Silverado Senior Living – Newport Mesa
350 W. Bay Street
Costa Mesa, CA. 92627

To:

Director of Nursing
Santa Ana College
1530 17th Street
Santa Ana, CA 92706

With a copy to:

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

**Clinical Facility
College**

By: _____

Typed Name: _____

Title: _____

Date: _____

**Rancho Santiago Community
District**

By: _____

Typed Name: Peter J. Hardash

Title: Vice Chancellor

Business Operations/Fiscal Services

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Standard Clinical Affiliation Agreement Renewal with Care Ambulance	
Action:	Request for Approval	

BACKGROUND

The Emergency Medical Technician (EMT) Program encourages students to participate in collaborative educational programs to further their educational goals and achievements. The proposed Standard Clinical Affiliation Agreement Renewal with Care Ambulance (“Agreement Renewal”) will provide an opportunity for education practicum experiences for our EMT students to gain a greater understanding of emergency transportation.

ANALYSIS

The term of this Agreement Renewal shall be for five (5) years, commencing on the effective date and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Standard Clinical Affiliation Agreement Renewal with Care Ambulance, located in Orange, California, as presented.

Fiscal Impact:	None	Board Date: September 14, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Interim Associate Dean, Health Sciences	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the “Agreement”) is made and entered into between the **Rancho Santiago Community College District**, a public educational agency (“District”) located at 2323 N. Broadway, Santa Ana, CA, on behalf of Santa Ana College, Emergency Medical Technician Program, located at 1530 W. 17th Street, Santa Ana, CA and Care Ambulance (“Clinical Facility”) located at 1517 W. Braden Ct., Orange, CA.

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

WHEREAS, District operates Santa Ana College (“College”) and College is a duly accredited educational institution that conducts the program(s) described and identified herein this Agreement (the “Program”);

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

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

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

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

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

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

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

“College” shall refer to Santa Ana College, and each of its employees, agents, representatives and assigns;

“Clinical Facility” shall refer to Care Ambulance, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

3.3 (2)

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

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

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation (“Rotation”), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program’s written objectives.
3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the “Regulations”), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. District’s responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.
4. Applicable Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.

5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.
6. Academic Year. The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.
7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).
8. Orientation. Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.
9. Compliance with Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. Clinical Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
12. Clinical Advisor (Clinical Facility). Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.

13. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise proved under any approachable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
15. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.
16. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.
17. Ongoing Communication. College has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.
18. Materials. College agrees to provide students with all educational material required during the clinical program.
19. Medical Library. Clinical Facility agrees to provide students with access to the Medical Library, if applicable, during its normal business hours.

20. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members, nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

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

21. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.

22. Insurance Carried by the District. District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverage's are in effect while the student is on-site at Clinical Facility.

23. Insurance Carried by Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. Said policy shall remain in full force and effect during the term hereof. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement.

Clinical Facility shall provide workers' compensation coverage for each of its employees.

24. Student Health Records. Any student participating in a rotation shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

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

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.
Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.
27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
29. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. Effective Date and Termination. This Agreement shall become effective on September 16, 2020 and shall remain in effect until September 15, 2025, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to

terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

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

33. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

Mail to:

To Clinical Facility:
Care Ambulance
1517 W. Braden Ct.
Orange, CA 92868

To College:
Director of Nursing
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706

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

**Clinical Facility
College**

Rancho Santiago Community District

By: _____

By: _____

Typed Name: Peter J. Hardash

Typed Name: _____

Title: Vice Chancellor

Title: _____

Business Operations/Fiscal Services

Date: _____

Date: _____

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

To: Board of Trustees	Date: September 14, 2020
Re: Approval of Educational Affiliation Agreement with SenseAbilities Therapy Group	
Action: Request for Approval	

BACKGROUND

The Occupational Therapy Assistant Program of Santa Ana College is required to offer all program students fieldwork opportunities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills they have learned in their college classes.

ANALYSIS

This new Educational Affiliation Agreement with SenseAbilities Therapy Group (“Agreement”), covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Educational Affiliation Agreement with SenseAbilities Therapy Group, located in Riverside, California, as presented.

Fiscal Impact: None	Board Date: September 14, 2020
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and SenseAbilities Therapy Group (“Clinical Facility”), located at 6800 Brockton Avenue, Riverside, CA 92508.

PART I. BASIS AND PURPOSE OF AGREEMENT

WHEREAS, District and Clinical Facility acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

WHEREAS, District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

WHEREAS, the Clinical Facility has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

WHEREAS, it is to the benefit of both District and Clinical Facility that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

NOW, THEREFORE, District and Clinical Facility do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

1. District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District shall inform The Occupational Therapy Assistant Program students of any requirement for background checks and their responsibility of payment.
3. College agrees to designate a coordinator for program.

B. For Program Planning

1. District will initiate the development of mutually acceptable clinical instruction plans for using the Clinical Facility's areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Clinical Facility at a mutually agreed upon time prior to the beginning of the school

term and subject to revision in instances of conflicts with Clinical Facility patient care responsibilities and/or District interests.

2. District has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected Clinical Facility personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

C. For Occupational Therapy Assistant Program Students

1. District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Clinical Facility for clinical instruction meet both District and Clinical Facility standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

PART III. **GENERAL RESPONSIBILITIES OF THE CLINICAL FACILITY**

A. For the Program in General

1. Will serve as a clinical laboratory, which meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of occupational therapy and shall provide an adequate number of qualified staff for the clinical education activities of students selected for clinical experience at facility
2. The administration of the service and patient care at the Clinical Facility shall be the responsibility of and under the control and supervision of the Clinical Facility and shall be administered through the Clinical Facility and shall be administered through the Clinical Facility staff.
3. The Clinical Facility will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Clinical Facility facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Clinical Facility will provide orientation for students and faculty to familiarize them with Clinical Facility policies and facilities before assigning them to duties at the Clinical Facility.
5. The Clinical Facility will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Clinical Facility will permit the faculty and students of the District to use its

patient care and patient service facilities for clinical education according to approved curricula.

7. The Clinical Facility will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Clinical Facility will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Clinical Facility will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the Clinical Facility.
 - a. Parking areas.
 - b. Locker, storage and dressing facilities.
 - c. Same food services as are available for Clinical Facility staff.
 - d. First aid treatment with written consent required for minors.
 - e. Access to sources of information for education purposes such as:
 1. Patient's chart.
 2. Procedure guides policy manuals.
 3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
 4. Books and periodicals in the Medical library.

C. For the Control of District Personnel

1. The Clinical Facility may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Clinical Facility and the District.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

1. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million

dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

- b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
- c. Statutory Workers' Compensation coverage for staff and students participating in the rotation.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
- e. District will provide Clinical Facility Certificates of Insurance evidencing such coverage upon request.

2. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:

- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
- b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
- c. Workers' Compensation insurance covering Clinical Facility's full liability as required by California law.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
- e. Clinical Facility will provide District Certificates of Insurance evidencing such coverage upon request.

C. Indemnification

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

Clinic Facility shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are

caused by or result from the negligent or intentional acts or omissions of Clinical Facility, its officers, agents, or employees.

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Clinical Facility employees nor shall they replace Clinical Facility staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Clinical Facility will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable Clinical Facility regulations and must conform to the same standards as are for Clinical Facility employees in matters relating to the welfare of patients and general Clinical Facility operations.

PART VI. PERIOD OF AGREEMENT, TERMINATION

- A. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years unless sooner terminated by either party in accordance with this section.
- B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
- C. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
- D. Notwithstanding the foregoing, in the event the Program is discontinued by District during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

PART VII OTHER TERMS

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion,

sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.

- D. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days after mailing.

To Clinical Facility:

SenseAbilities Therapy Group
Attn: Boyd Bradshaw, CEO
6800 Brockton Avenue
Riverside, CA 92508

To District:

Santa Ana College
Attn: Academic Fieldwork Coordinator
1530 West 17th Street
Santa Ana, CA 92706

With a copy to:

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

- E. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

District:
Rancho Santiago Community College
District
2323 N. Broadway, Santa Ana, CA 92706

Clinical Facility:
SenseAbilities Therapy Group
6800 Brockton Avenue, Riverside, CA 92508

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Boyd Bradshaw
CEO

Date

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Educational Affiliation Agreement with Madison Community Hospital DBA Madison Regional Health System	
Action:	Request for Approval	

BACKGROUND

The Occupational Therapy Assistant Program of Santa Ana College is required to offer all program students fieldwork opportunities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills they have learned in their college classes.

ANALYSIS

This new Educational Affiliation Agreement with Madison Community Hospital DBA Madison Regional Health System (“Agreement”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Educational Affiliation Agreement with Madison Community Hospital DBA Madison Regional Health System, located in Madison, South Dakota, as presented.

Fiscal Impact:	None	Board Date: September 14, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Madison Community Hospital DBA Madison Regional Health System (“Clinical Facility”), located at 323 SW 10th Street, Madison, South Dakota 57042.

PART I. BASIS AND PURPOSE OF AGREEMENT

WHEREAS, District and Clinical Facility acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

WHEREAS, District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

WHEREAS, the Clinical Facility has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

WHEREAS, it is to the benefit of both District and Clinical Facility that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

NOW, THEREFORE, District and Clinical Facility do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

1. District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District shall inform The Occupational Therapy Assistant Program students of any requirement for background checks and their responsibility of payment.
3. College agrees to designate a coordinator for program.

B. For Program Planning

1. District will initiate the development of mutually acceptable clinical instruction plans for using the Clinical Facility's areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the

Clinical Facility at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with Clinical Facility patient care responsibilities and/or District interests.

2. District has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected Clinical Facility personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.
- C. For Occupational Therapy Assistant Program Students
1. District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Clinical Facility for clinical instruction meet both District and Clinical Facility standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

PART III. GENERAL RESPONSIBILITIES OF THE CLINICAL FACILITY

- A. For the Program in General
1. Will serve as a clinical laboratory, which meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of occupational therapy and shall provide an adequate number of qualified staff for the clinical education activities of students selected for clinical experience at facility
 2. The administration of the service and patient care at the Clinical Facility shall be the responsibility of and under the control and supervision of the Clinical Facility and shall be administered through the Clinical Facility and shall be administered through the Clinical Facility staff.
 3. The Clinical Facility will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Clinical Facility facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
 4. The Clinical Facility will provide orientation for students and faculty to familiarize them with Clinical Facility policies and facilities before assigning them to duties at the Clinical Facility.
 5. The Clinical Facility will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.

6. The Clinical Facility will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved curricula.
7. The Clinical Facility will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Clinical Facility will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Clinical Facility will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the Clinical Facility.
 - a. Parking areas.
 - b. Locker, storage and dressing facilities.
 - c. Same food services as are available for Clinical Facility staff.
 - d. First aid treatment with written consent required for minors.
 - e. Access to sources of information for education purposes such as:
 1. Patient's chart.
 2. Procedure guides policy manuals.
 3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
 4. Books and periodicals in the Medical library.

C. For the Control of District Personnel

1. The Clinical Facility may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Clinical Facility and the District.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

1. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million

dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

- b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
- c. Statutory Workers' Compensation coverage for staff and students participating in the rotation.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
- e. District will provide Clinical Facility Certificates of Insurance evidencing such coverage upon request.

2. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:

- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
- b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
- c. Workers' Compensation insurance covering Clinical Facility's full liability as required by California law.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
- e. Clinical Facility will provide District Certificates of Insurance evidencing such coverage upon request.

C. Indemnification

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

Clinic Facility shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are

caused by or result from the negligent or intentional acts or omissions of Clinical Facility, its officers, agents, or employees.

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Clinical Facility employees nor shall they replace Clinical Facility staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Clinical Facility will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable Clinical Facility regulations and must conform to the same standards as are for Clinical Facility employees in matters relating to the welfare of patients and general Clinical Facility operations.

PART VI. PERIOD OF AGREEMENT, TERMINATION

- A. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years unless sooner terminated by either party in accordance with this section.
- B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
- C. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
- D. Notwithstanding the foregoing, in the event the Program is discontinued by District during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

PART VII OTHER TERMS

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion,

sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- D. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days after mailing.

To Clinical Facility:

Madison Community Hospital DBA Madison Regional Health System
Attn: Tamara Miller, CEO
323 SW 10th Street
Madison, SD 57042

To District:

Santa Ana College
Attn: Academic Fieldwork Coordinator
1530 West 17th Street
Santa Ana, CA 92706

With a copy to:

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

- E. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

District:
Rancho Santiago Community College District

2323 N. Broadway, Santa Ana, CA 92706

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Date

Clinical Facility:
**Madison Community Hospital DBA Madison
Regional Health System**

323 SW 10th Street, Madison, SD, 57042

Tamara Miller
CEO

Date

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

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Educational Affiliation Agreement with Ryan’s Rehab Inc.	
Action:	Request for Approval	

BACKGROUND

The Occupational Therapy Assistant Program of Santa Ana College is required to offer all program students fieldwork opportunities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills they have learned in their college classes.

ANALYSIS

This new Educational Affiliation Agreement with Ryan’s Rehab Inc. (“Agreement”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Educational Affiliation Agreement with Ryan’s Rehab Inc., located in Glendale, California, as presented.

Fiscal Impact:	None	Board Date: September 14, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Ryan's Rehab Inc. (“Clinical Facility”), located at 1220 W. Glenoaks Blvd, #202, Glendale, CA 91201.

PART I. BASIS AND PURPOSE OF AGREEMENT

WHEREAS, District and Clinical Facility acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

WHEREAS, District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

WHEREAS, the Clinical Facility has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

WHEREAS, it is to the benefit of both District and Clinical Facility that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

NOW, THEREFORE, District and Clinical Facility do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

1. District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District shall inform The Occupational Therapy Assistant Program students of any requirement for background checks and their responsibility of payment.
3. College agrees to designate a coordinator for program.

B. For Program Planning

1. District will initiate the development of mutually acceptable clinical instruction plans for using the Clinical Facility's areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Clinical Facility at a mutually agreed upon time prior to the beginning of the school

term and subject to revision in instances of conflicts with Clinical Facility patient care responsibilities and/or District interests.

2. District has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected Clinical Facility personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

C. For Occupational Therapy Assistant Program Students

1. District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Clinical Facility for clinical instruction meet both District and Clinical Facility standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

PART III. **GENERAL RESPONSIBILITIES OF THE CLINICAL FACILITY**

A. For the Program in General

1. Will serve as a clinical laboratory, which meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of occupational therapy and shall provide an adequate number of qualified staff for the clinical education activities of students selected for clinical experience at facility
2. The administration of the service and patient care at the Clinical Facility shall be the responsibility of and under the control and supervision of the Clinical Facility and shall be administered through the Clinical Facility and shall be administered through the Clinical Facility staff.
3. The Clinical Facility will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Clinical Facility facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Clinical Facility will provide orientation for students and faculty to familiarize them with Clinical Facility policies and facilities before assigning them to duties at the Clinical Facility.
5. The Clinical Facility will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Clinical Facility will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved

curricula.

7. The Clinical Facility will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Clinical Facility will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Clinical Facility will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the Clinical Facility.
 - a. Parking areas.
 - b. Locker, storage and dressing facilities.
 - c. Same food services as are available for Clinical Facility staff.
 - d. First aid treatment with written consent required for minors.
 - e. Access to sources of information for education purposes such as:
 1. Patient's chart.
 2. Procedure guides policy manuals.
 3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
 4. Books and periodicals in the Medical library.

C. For the Control of District Personnel

1. The Clinical Facility may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Clinical Facility and the District.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

1. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

- b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
 - c. Statutory Workers' Compensation coverage for staff and students participating in the rotation.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
 - e. District will provide Clinical Facility Certificates of Insurance evidencing such coverage upon request.
2. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
 - b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
 - c. Workers' Compensation insurance covering Clinical Facility's full liability as required by California law.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
 - e. Clinical Facility will provide District Certificates of Insurance evidencing such coverage upon request.

C. Indemnification

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

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

PART V. **STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Clinical Facility employees nor shall they replace Clinical Facility staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Clinical Facility will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable Clinical Facility regulations and must conform to the same standards as are for Clinical Facility employees in matters relating to the welfare of patients and general Clinical Facility operations.

PART VI. **PERIOD OF AGREEMENT, TERMINATION**

- A. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years unless sooner terminated by either party in accordance with this section.
- B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
- C. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
- D. Notwithstanding the foregoing, in the event the Program is discontinued by District during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

PART VII **OTHER TERMS**

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or

extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.

- D. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days after mailing.

To Clinical Facility:

Ryan's Rehab Inc.
Attn: Khurshid Escalante
1220 W. Glenoaks Blvd. #202
Glendale, CA 91201

To District:

Santa Ana College
Attn: Academic Fieldwork Coordinator
1530 West 17th Street
Santa Ana, CA 92706

With a copy to:

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

- E. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

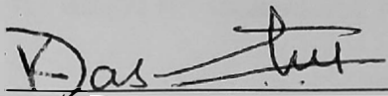
EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

District:
Rancho Santiago Community College
District
2323 N. Broadway, Santa Ana, CA 92706

Clinical Facility:
Ryan's Rehab Inc.
1220 W. Glenoaks Blvd, #202, Glendale, CA 91201

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services



Khurshid Escalante
CEO/Owner

Date

8/10/2020

Date

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

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Educational Affiliation Agreement Renewal with Cornerstone Therapies	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This Educational Affiliation Agreement Renewal with Cornerstone Therapies (“Agreement Renewal”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Agreement Renewal shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Educational Affiliation Agreement Renewal with Cornerstone Therapies, located in Huntington Beach, California, as presented.

Fiscal Impact:	None	Board Date: September 14, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Cornerstone Therapies (“Clinical Facility”), located at 18700 Beach Blvd. Suite 120, Huntington Beach, CA 92648.

PART I. BASIS AND PURPOSE OF AGREEMENT

WHEREAS, District and Clinical Facility acknowledge a public obligation to contribute to Occupational Therapy Assistant Program education for the benefit for students and to meet community needs.

WHEREAS, District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, enrolled in these programs.

WHEREAS, the Clinical Facility has facilities suitable for the clinical needs of the District programs in the Occupational Therapy Assistant Program.

WHEREAS, it is to the benefit of both District and Clinical Facility that Occupational Therapy Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

NOW, THEREFORE, District and Clinical Facility do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

1. District will assume full responsibility for offering Occupational Therapy Assistant Program education programs eligible for accreditation by the appropriate State Board.
2. District shall inform The Occupational Therapy Assistant Program students of any requirement for background checks and their responsibility of payment.
3. College agrees to designate a coordinator for program.

B. For Program Planning

1. District will initiate the development of mutually acceptable clinical instruction plans for using the Clinical Facility's areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Clinical Facility at a mutually agreed upon time prior to the beginning of the school

term and subject to revision in instances of conflicts with Clinical Facility patient care responsibilities and/or District interests.

2. District has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected Clinical Facility personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

C. For Occupational Therapy Assistant Program Students

1. District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Clinical Facility for clinical instruction meet both District and Clinical Facility standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

PART III. **GENERAL RESPONSIBILITIES OF THE CLINICAL FACILITY**

A. For the Program in General

1. Will serve as a clinical laboratory, which meets the standards of generally recognized professional accrediting agencies, including all laws and regulations governing the practice of occupational therapy and shall provide an adequate number of qualified staff for the clinical education activities of students selected for clinical experience at facility
2. The administration of the service and patient care at the Clinical Facility shall be the responsibility of and under the control and supervision of the Clinical Facility and shall be administered through the Clinical Facility and shall be administered through the Clinical Facility staff.
3. The Clinical Facility will designate a staff member who will function as Education Coordinator for Occupational Therapy Assistant Program education uses of the Clinical Facility facilities, including joint planning and representatives of all involved Occupational Therapy Assistant Program programs.
4. The Clinical Facility will provide orientation for students and faculty to familiarize them with Clinical Facility policies and facilities before assigning them to duties at the Clinical Facility.
5. The Clinical Facility will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
6. The Clinical Facility will permit the faculty and students of the District to use its patient care and patient service facilities for clinical education according to approved

curricula.

7. The Clinical Facility will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Clinical Facility will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Clinical Facility will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the Clinical Facility.
 - a. Parking areas.
 - b. Locker, storage and dressing facilities.
 - c. Same food services as are available for Clinical Facility staff.
 - d. First aid treatment with written consent required for minors.
 - e. Access to sources of information for education purposes such as:
 1. Patient's chart.
 2. Procedure guides policy manuals.
 3. Medical dictionaries, pharmacology references, and other references suitable to the clinical area.
 4. Books and periodicals in the Medical library.

C. For the Control of District Personnel

1. The Clinical Facility may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Clinical Facility and the District.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

1. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

- b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
 - c. Statutory Workers' Compensation coverage for staff and students participating in the rotation.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
 - e. District will provide Clinical Facility Certificates of Insurance evidencing such coverage upon request.
2. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
 - b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
 - c. Workers' Compensation insurance covering Clinical Facility's full liability as required by California law.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
 - e. Clinical Facility will provide District Certificates of Insurance evidencing such coverage upon request.

C. Indemnification

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

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

PART V. **STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

- A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Clinical Facility employees nor shall they replace Clinical Facility staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Clinical Facility will provide regular staffing for patient care in areas where students are obtaining clinical experience.
- B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable Clinical Facility regulations and must conform to the same standards as are for Clinical Facility employees in matters relating to the welfare of patients and general Clinical Facility operations.

PART VI. **PERIOD OF AGREEMENT, TERMINATION**

- A. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years unless sooner terminated by either party in accordance with this section.
- B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
- C. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
- D. Notwithstanding the foregoing, in the event the Program is discontinued by District during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

PART VII **OTHER TERMS**

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or

extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- D. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days after mailing.

To Clinical Facility:

Cornerstone Therapies
Attn: Candice S. Huang, OTD, OTR/L
18700 Beach Blvd. Suite 120
Huntington Beach, CA 92648

To District:

Santa Ana College
Attn: Academic Fieldwork Coordinator
1530 West 17th Street
Santa Ana, CA 92706

With a copy to:

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

- E. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

District:
Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706 92648

Clinical Facility:
Cornerstone Therapies
18700 Beach Blvd. Suite 120, Huntington Beach, CA

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Candice S. Huang, OTD, OTR/L
Candice S. Huang, OTD, OTR/L (Aug 6, 2020 07:56 PDT)
Candice S. Huang, OTD, OTR/L
Occupational Therapy Department Supervisor

Date

Aug 6, 2020
Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Community Services Program

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with Pat Verwiel DBA Diversified Education Services	
Action:	Request For Approval	

BACKGROUND

Santa Ana College Community Services Program is a vital education provider that offers courses through the Deferred Entry of Judgement (DEJ) Program in partnership with the four Orange County Offices of the District Attorney. In 2015, the DEJ Deferred Dismissal Drug Program was implemented in response to the passage of Proposition 47 that reduced nonviolent offenses to misdemeanors. Individuals referred from one of the four Offices of the District Attorney are eligible to receive a case dismissal upon attending and completing a six-hour education course at Santa Ana College through the Community Services Program. These court mandated courses have introduced nearly 7,500 individuals to a college environment.

ANALYSIS

This Rancho Santiago Community College District Professional Services Agreement with Pat Verwiel DBA Diversified Education Services (“Agreement”) will allow Santa Ana College Community Services Program to continue to partner with Diversified Education Services to offer diversion courses to individuals referred by the Orange County District Attorney’s Office. The revenue generated from this course will continue to sustain the viability of this fee-based program. The term of this Agreement will be effective from September 15, 2020 through December 31, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Rancho Santiago Community College District Professional Services Agreement with Pat Verwiel, DBA Diversified Education Services, located in Marana, Arizona, as presented.

Fiscal Impact:	\$30,000 (estimated net income after expenses)	Board Date: September 14, 2020
Prepared by:	James Kennedy Ed.D., Vice President, Santa Ana College, School of Continuing Education Lithia Williams, Community Services Program Coordinator II	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santa Ana College and Pat Verwiel DBA Diversified Education Services, having its principal business address located at 7045 W. Cape Final Trail, Marana, AZ 58658 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 September 15, 2020, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2024 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Fifty Thousand Dollars (\$50,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that

Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District
Santa Ana College Community Services Program
1530 W 17th St., #S203
Santa Ana, CA 92706-3398

Contractor: Pat Verwiell, DBA Diversified Education Services
7045 W. Cape Final Trail
Marana, AZ 85658

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 thereof.

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: Pat Verwiel

Print Title: _____

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Contractor agrees to provide DEJ Deferred Dismissal Drug Program courses under this agreement:

The Contractor agrees to provide services at the times, dates and locations as mutually agreed upon and documented in the Presenter Schedule which will be updated each term.

District agrees to pay the contractor a fee of ninety (\$90.00) dollars for each student enrolled in an DEJ Deferred Dismissal Drug Program course taught by the contractor under this agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Community Services Program

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with Sunrise Choices, Inc.	
Action:	Request For Approval	

BACKGROUND

Santa Ana College Community Services Program is a vital education provider that offers courses to individuals ordered by one of the four courts in Orange County to participate in diversion educational training in lieu of incarceration. Sunrise Choices, Inc. currently offers a diversion course entitled V.C. 14601.1 to individuals who were cited for driving on a suspended license. Individuals referred from one of the four Offices of the District Attorney are eligible to receive a case dismissal upon attending and completing a six-hour education course through the Santa Ana College Community Services Program. These court mandated courses have introduced nearly 7,500 individuals to a college environment.

ANALYSIS

With the approval of this Rancho Santiago Community College District Professional Services Agreement with Sunrise Choices, Inc. (“Agreement”), the Santa Ana College Community Services Program will continue with this partnership to expand the program and offer additional diversion courses that include Life Skills, Petty Theft, and Victim Impact. Individuals ordered to attend one of these courses will learn how to make better decisions, build communication skills in their relationships, help them examine their behavior and challenge them to develop a healthy lifestyle. The revenue generated from these courses will continue to sustain the viability of this fee-based program. The term of this Agreement will be effective from September 15, 2020 through December 31, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Rancho Santiago Community College District Professional Services Agreement with Sunrise Choices, Inc., located in Santa Ana, California, as presented.

Fiscal Impact:	\$50,000 (estimated net income after expenses per semester)	Board Date: September 14, 2020
Prepared by:	James Kennedy, Ed.D., Vice President, Santa Ana College, School of Continuing Education Lithia Williams, Community Services Program Coordinator II	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santa Ana College and Sunrise Choices, Inc., having its principal business address located at 1551 N Tustin Ave., Suite 850, Santa Ana, CA 92705 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on September 15, 2020, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2024 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Fifty Thousand Dollars (\$50,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that

Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Rancho Santiago Community College District
Santa Ana College Community Services Program
1530 W 17th St., #S203
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Contractor: Sunrise Choices, Inc.
1551 N. Tustin Ave., Suite 850
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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.

DISTRICT

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

Sunrise Choices, Inc.

BY: _____
Signature of Authorized Person

Print Name: Michael T. Doudna

Print Title: _____

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Contractor agrees to provide Life Skills, Petty Theft, and Victim Impact courses under this agreement:

The Contractor agrees to provide services at the times, dates and locations as mutually agreed upon and documented in the Presenter Schedule, which will be updated each term.

District agrees to pay the contractor a fee of ninety (\$90.00) dollars for each student enrolled in Life Skills, Petty Theft, and Victim Impact course taught by the contractor under this agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date:	September 14, 2020
Re:	Approval of Agreement MA-060-21010188 Registration and Tuition Fees for Criminal Justice Academy Classes between the County of Orange, through its Sheriff-Coroner Department and the Rancho Santiago Community College District on behalf of Santa Ana College		
Action:	Request for Approval		

BACKGROUND

Presently, the Santa Ana College Criminal Justice Academies have a contract with the County of Orange to support contract training for the Orange County Sheriff’s Department, the Coroner, and the Orange County Probation Department. This year marks the 50th year of the partnership between these two public entities. The current period under Amendment Four will expire September 30, 2020. This new Agreement #MA-060-21010188 will provide a new term through September 30, 2023 and may be renewed by mutual agreement for an additional two-year term. This Agreement #MA-060-21010188 identifies the scope of work (academy and continuing professional development classes) to be provided by the District, as well as the registration and tuition fees to be paid by the County.

ANALYSIS

This Agreement #MA-060-21010188 shall remain in effect from October 1, 2020 until September 30, 2023 or until terminated by either party, and governs the registration and tuition fees to be received for each fiscal year. Like all tuition paid by students, revenue generated by this Agreement #MA-060-21010188 does not go directly to the District, but rather to the State of California. In this way, there is no fiscal impact.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Agreement #MA-060-21010188 Registration and Tuition Fees for Criminal Justice Academy Classes between the County of Orange, through its Sheriff-Coroner Department and the Rancho Santiago Community College District on behalf of Santa Ana College, as presented.

Fiscal Impact:	None	Board Date:	September 14, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

AGREEMENT MA-060-21010188

REGISTRATION AND TUITION FEES FOR CRIMINAL JUSTICE ACADEMY CLASSES

BETWEEN

THE COUNTY OF ORANGE, THROUGH ITS SHERIFF-CORONER DEPARTMENT

AND

THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF SANTA ANA COLLEGE

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AGREEMENT REGARDING REGISTRATION AND TUITION FEES FOR CRIMINAL
JUSTICE ACADEMY CLASSES
BETWEEN
THE COUNTY OF ORANGE, THROUGH ITS SHERIFF-CORONER DEPARTMENT
AND
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF SANTA ANA COLLEGE

THIS AGREEMENT, hereinafter referred to as "Agreement", is made and entered into, effective October 1, 2020, between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT" and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

RECITALS:

WHEREAS, COUNTY desires to enter into this Agreement with DISTRICT for Registration and Tuition Fees for Criminal Justice Academy Classes; and

WHEREAS, DISTRICT has the personnel, expertise, facility and equipment to provide the special services required herein; and

WHEREAS, DISTRICT is agreeable to providing such services on the terms and conditions hereinafter set forth by this AGREEMENT; and

WHEREAS, DISTRICT has cooperated with COUNTY for a number of years in the training programs; and

WHEREAS, there is mutual benefit to COUNTY and DISTRICT in continuing their relationship in providing the training programs, which includes permitting the attendance of students who have not been hired or sponsored by public police agencies;

NOW, THEREFORE, COUNTY and DISTRICT mutually agree as follows:

AGREEMENT

I. DISTRICT'S RESPONSIBILITIES:

- A. Services- DISTRICT'S responsibilities shall be to diligently furnish to the COUNTY the services as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

II. APPLICABLE LAW, VENUE, INTERPRETATION:

This Agreement shall be interpreted according to the laws of the State of California and the Parties agree that venue for any action concerning or arising out of this Agreement shall be in Orange County, California. The provisions of this Agreement shall be construed in all cases as a whole, according to their fair meaning, and not strictly for or against either Party.

III. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION:

This Agreement shall commence on October 1, 2020 and continue through September 30, 2023, and may be renewed by mutual written agreement of both Parties for an additional two (2) year term.

A. Termination: Either Party may terminate this Agreement at any time, with or without cause, upon written notice given to the other Party at least one hundred eighty (180) days prior to the date specified for the termination. The failure of either Party to comply with any of the provisions, covenants or conditions of this agreement shall be a material breach of this agreement and shall constitute "cause". Termination may not occur without the completion of each training program that is currently in progress. In the event of termination, each Party shall fully pay and discharge all obligations contained in this Agreement in favor of the other Party accruing prior to the termination date. Each Party shall be released from all obligations or performance that would otherwise accrue after the termination date. Neither Party shall incur any liability to the other because of the termination.

IV. AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION:

A. Full Authority: Each Party warrants to the other that it has full authority to administer this Agreement, including but not limited to, the rights to terminate, amend, extend, modify, or alter specific terms in accordance with the terms of this Agreement.

B. Access to Documents: Each Party is entitled to full access and authority to audit all pertinent records of the other Party concerning this Agreement. The Parties agree that inspection of records is subject to applicable law recognizing the privacy rights of students and/or employees. Within 48-hours of the receipt of written audit notice, the Party from whom records are requested shall make those records available to the requesting Party. The Parties agree to cooperate fully to facilitate audits by the other Party.

C. Audit: The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than 5 years after termination of this Agreement.

V. OWNERSHIP OF WRITINGS, ETC. PRESENTED IN TRAINING PROGRAM:

All writings, documents, illustrations, or any other works of authorship fixed in any tangible or digital medium of expression (“writing”) prepared by District or County and its Instructors shall be and shall remain the property of the Party who prepared the writing.

VI. INDEMNIFICATION:

- A. District agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from and against any claims, demands or liability of any kind or nature, including but not limited to personal injury, death, or property damage, arising from or related to the services, goods or other performance provided by District pursuant to this Agreement (“Claims”).
- B. County agrees to indemnify, defend, and hold District, its officers, employees, and agents harmless from any third party claims, demands or liability for personal injury, death, or property damage, arising from the County’s performance pursuant to this Agreement (“Claims”).
- C. In the event that third-party loss is attributed to the concurrent act(s) or omission(s) of both Parties, the ultimate financial responsibility of each Party for said loss shall be apportioned according to the Party’s percentage of fault as determined by mutual agreement between the Parties or by a court of competent jurisdiction. Neither party shall request a jury apportionment.
- D. This indemnification shall survive termination of this Agreement or final payment therefore.

VII. SEVERABILITY:

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

VIII. ASSIGNMENT:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned by District without the express written consent of County. Any attempt by District to assign the performance or any portion thereof of this Agreement without the express written consent of County shall be invalid and shall constitute a breach of this Agreement.

Neither Party may assign nor transfer any or all of that Party’s rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other Party.

IX. INSURANCE REQUIREMENTS:

- A. Insurance and Self Insurance: Without limiting in any way any of the defense, indemnity, and hold-harmless obligations of this Agreement, the Parties each will obtain, pay for, and maintain in full force and effect during the effective dates of this Agreement policies of insurance, or, self-insurance, a memorandum or memoranda of coverage providing coverage as follows:
1. Commercial General Liability insurance and/or coverage, which shall include coverage for: “bodily injury”, “property damage”, “advertising injury”, and “personal injury”, including, but not limited to, coverage for products and completed operations, with combined single policy limits or limits of liability of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate, if the policy or memorandum of coverage is subject to any aggregate policy limit or aggregate limit of liability.
 2. Business or Commercial Automobile Liability insurance or coverage written on an “occurrence” basis with policy limits or limits of liability of not less than \$1,000,000 per accident. It must cover owned, hired, non-owned motor vehicles, with a combined single policy limit or limit of liability for bodily injury and property damage of not less than \$1,000,000.
 3. Workers Compensation insurance with statutory limit and Employers’ Liability with a \$1,000,000 limit per occurrence.
- B. Additional Insured Endorsements: Each Party to this Agreement shall cause the Commercial General Liability insurance or self-insurance program required by this Agreement to be endorsed to name the other Party as an additional insured.
- C. Subrogation Waivers: The Workers’ Compensation policy shall be endorsed to state that all rights of subrogation are waived as to each Party to this Agreement.
- D. Proof of Insurance or Coverage: Each Party to this Agreement shall provide to the other Party at least annually, current Certificates of Insurance with endorsements as required by this Agreement of coverage required by this Agreement.

X. INDEPENDENT CONTRACTOR:

District shall be considered an independent contractor and neither District, its employees, nor anyone working under District shall be considered an agent or an employee of County. Neither, District, its employees or anyone working for District shall qualify for workers’ compensation or other fringe benefits of any kind through County.

XI. PERFORMANCE WARRANTY:

District shall warrant all work under this Agreement, taking necessary steps and precautions to perform the work to County's satisfaction. District shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the District under this Agreement. District shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary services, supervision, classroom materials, classroom furniture/equipment, and necessary supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, District shall be fully responsible for all work performed by subcontractors.

XII. FORCE MAJEURE:

District shall not be assessed or be found in breach during any delay beyond the time named for the performance of this Agreement caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided District gives written notice of the cause of the delay to county within 36 hours of the start of the delay and District avails himself of any available remedies.

XIII. CONFIDENTIALITY:

District agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by District and District's staff, agents and employees.

XIV. COMPLIANCE WITH LAWS:

District represents and warrants that services to be provided under this Agreement shall fully comply, at District's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by county in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. District acknowledges that County is relying on District to ensure such compliance, and pursuant to the requirements of paragraph "C" above, District agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

XV. CONTINGENCY OF FUNDS:

District acknowledges that funding or portions of funding for this Agreement may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming,

or are otherwise limited, County may immediately terminate or modify this Agreement without penalty.

XVI. DRUG-FREE WORKPLACE:

The District hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The District will:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by government code section 8355(a)(1).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Agreement:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this agreement.

Failure to comply with these requirements may result in termination of the Agreements, and the District may be ineligible for award of any future County agreements if the County determines that any of the following has occurred:

- 1. The District has made false certification, or
- 2. The District violates the certification by failing to carry out the requirements as noted above.

XVII. NEWS/INFORMATION RELEASE:

The District agrees that it will not issue any news releases in connection with either the award of this Agreement or any subsequent amendment of or effort under this Agreement without first obtaining review and written approval of said news releases from the County's Public Information Officer.

XVIII. PRECEDENCE:

The Agreement consists of this Agreement and its exhibits and attachments. In the event of a conflict between or among the Agreement documents, the order of precedence shall be the provisions of the main body of this Agreement, i.e., those provisions set forth in the recitals and articles of this Agreement, and then the exhibits and attachments.

XIX. NOTICES:

All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid, addressed to the following:

District: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Attn: Peter Hardash
Email: hardash_peter@rsccd.edu
Ph: (714) 480-7340

Santa Ana College
1530 West 17th Street
Santa Ana CA, 92706
Attn: Dr. Jeffrey N. Lamb
Lamb_Jeffrey@sac.edu
Ph: (714) 564-6080

County: County of Orange
Sheriff-Coroner Department/Training Division
1900 W. Katella Ave.
Orange, CA 92667
Attn: Training Division Captain
Ph: (714) 538-9668

Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Maria Ayala, Procurement Contract Specialist
mayala@ocsd.org
Ph: (714) 834-6360
Fax: (714) 834-6411

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

XX. NO DISCRIMINATION:

The District shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation, or other basis set forth in Government Code section 11135. The District further understand that harassment of any student or employee of either Party because of that person's race religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

XXI. APPROVAL:

In accordance with Education Code section 81655, this Agreement is valid and an enforceable obligation of the District only after it has been approved or ratified by the Board of Trustees of the Rancho Santiago Community College District as evidenced by a motion duly passed and adopted by the Board Trustees.

In accordance with the Government Code, including but not limited to sections 25303, 25330 et seq., and 26227, this Agreement is valid and an enforceable obligation of the County only after it has been approved by either the Orange County Board of Supervisors, as evidenced by a minute order reflecting such approval, or by an officer to whom the authority has been duly delegated by the Board of Supervisors.

XXII. AGREEMENT:

This writing, and any amendments hereto, constitute the entire Agreement between the Parties. This Agreement may not be altered or modified except by the express written consent of both the County and District. Each Party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The County acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees of the District. The District acknowledges that changes to any provision of this Agreement may only be made by action of the Orange County Board of Supervisors.

XXIII. TIME IS OF THE ESSENCE:

Time is of the essence for each of the provisions of this Agreement.

XXIV. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of DISTRICT and COUNTY 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.

(Signature page follows)

IN WITNESS WHEREOF, the Board of Trustees of the Rancho Santiago Community College District has caused the Agreement to be subscribed by its Chairperson and the seal of said Board to be hereto affixed and attested by the Executive Officer thereof, and County has caused the same to be subscribed on its behalf by the Chairperson of the Orange County Board of Supervisors and/or its duly authorized officer.

County

By _____

Print Name _____

Title _____

Date _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by: _____

Deputy

Rancho Santiago Community College District

By _____

Print Name Peter J. Hardash _____

Title Vice Chancellor, Business Operations/Fiscal Services _____

Date _____

ATTACHMENT A

SCOPE OF WORK

1. Scope of Services: District shall provide Criminal Justice Academy Classes for the Orange County Sheriff's Department recruits. The recruits in the Sheriff's Criminal Justice Academy shall be able to obtain college credits for courses taken as part of their academy training, and their continuing professional development training.
2. The District shall provide basic and advanced training programs and courses deemed of benefit to the Orange County Sheriff's Department and outside Law Enforcement Agency personnel that are approved by the Commission on Peace Officer Standards and Training (POST) and Standards and Training for Corrections (STC).
3. District shall provide classes deemed of benefit to the Orange County Sheriff's Department, and regional law enforcement designed for entry level and advanced law enforcement personnel, offered in various formats depending on the subject matter being taught, and certified by POST and STC Commissions. The classes to be presented will be selected based on the mutual agreement of the OCSD Training Division Commander and the Santa Ana College Assistant Dean of Criminal Justice. Courses authorized to be paid by this agreement are as follows:

All College approved Criminal Justice related courses are authorized at current tuition unit rate of \$46/unit. Unit rate is subject to change by State Legislature and this contract shall be modified without additional County Board approval to reflect the revised rate.

ATTACHMENT B

PAYMENT AND COMPENSATION

1. Compensation: This is a firm-fixed fee agreement between the County of Orange via the Sheriff-Coroner and Rancho Santiago Community College District (RSCCD) for Registration and Tuition Fees for Criminal Justice Academy Classes.
2. Registration and Tuition Fees: The fees to be paid by County for the services as set forth in Attachment A, hereby incorporated in this Agreement by Reference are as follows:

Rate: **\$46.00 per unit (Per Education Code (EDC) Article 1. 76300)**

The tuition unit rate is set by the State Legislature and is subject to change

Description of courses: All College approved Criminal Justice related courses.

Contract shall not exceed: \$894,000 for the term of 10/1/2020 – 9/30/23.

3. Contractor's Expense: The District will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Agreement.
4. Payment Terms – Payment in Arrears: Invoices are to be submitted upon completion of each course to the user agency/department to the ship-to address, unless otherwise directed in this Agreement. District shall reference Agreement number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the District.

Billing shall cover services and/or goods not previously invoiced. The District shall reimburse the County for any monies paid to the District for goods or services not provided or when goods or services do not meet the Agreement requirements within ninety (90) days.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Agreement and shall not be construed as acceptance of any part of the goods or services.

5. Taxpayer ID Number: The District shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
6. Payment – Invoicing Instructions: The District will provide an invoice on the District's letterhead for goods delivered and/or services rendered. In the case of goods, the District will

leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. District's name and address
- b. District's remittance address, if different from 1 above
- c. District's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement No. MA-060-21010188
- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner Department/Training Division
1900 W. Katella Ave.
Orange, CA 92867
Attn: OCSD Training Division Administrative Manager
Ph: 714-538-9668

7. Payment (Electronic Funds Transfer (EFT))

The County offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the agency/department representative listed in Section 9. Notices. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

8. Payment – County shall send payments to the following remittance address:

Santa Ana College
Criminal Justice Academies
15991 Armstrong Ave.
Tustin, CA 92782

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date:	September 14, 2020
Re:	Approval of Agreement MA-060-21010186 Regarding Use of District Facilities and the Provision of Instructional Services Agreement between the County of Orange, through its Sheriff-Coroner Department and the Rancho Santiago Community College District on behalf of Santa Ana College		
Action:	Request for Approval		

BACKGROUND

Presently, the Santa Ana College Criminal Justice Academies have a contract with the County of Orange to support training for the Orange County Sheriff’s Department, the Coroner, and the Orange County Probation Department. This year marks the 50th year of the partnership between the Criminal Justice Academies and the Orange County Sheriff’s Department. The current period under Amendment Four with the County of Orange will expire September 30, 2020. This new Agreement MA-060-21010186 will provide a new term through September 30, 2023 and may be renewed by mutual agreement for an additional two-year term. This Agreement MA-060-21010186 identifies the scope of work (academy and continuing professional development classes) to be provided by the District, as well as the use of facilities by the County.

ANALYSIS

This Agreement MA-060-21010186 shall remain in effect from October 1, 2020 until September 30, 2023 or until terminated by either party. This Agreement MA-060-21010186 governs all instructional hour reimbursements for each fiscal year. It carries an annual cost of up to \$575,712, based on Fiscal Year 2018-2019 enrollment figures.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Agreement MA-060-21010186 Regarding Use of District Facilities and the Provision of Instructional Services Agreement between the County of Orange, through its Sheriff-Coroner Department and the Rancho Santiago Community College District on behalf of Santa Ana College, as presented.

Fiscal Impact:	\$575,712 per year	Board Date:	September 14, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

AGREEMENT MA-060-21010186

REGARDING USE OF DISTRICT FACILITIES AND THE PROVISION OF
INSTRUCTIONAL SERVICES AGREEMENT

BETWEEN

THE COUNTY OF ORANGE, THROUGH ITS SHERIFF-CORONER DEPARTMENT

AND

THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF SANTA ANA COLLEGE

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AGREEMENT REGARDING USE OF DISTRICT FACILITIES AND THE PROVISION OF
INSTRUCTIONAL SERVICES

BETWEEN
THE COUNTY OF ORANGE, THROUGH ITS SHERIFF-CORONER DEPARTMENT
AND
THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ON BEHALF OF SANTA ANA COLLEGE

THIS AGREEMENT (the “Agreement”) is dated and effective October 1, 2020 (“Effective Date”) between the County of Orange, a political subdivision of the State of California, acting by and through its Orange County Sheriff-Coroner Department (“County,” or “Sheriff,” or “Department” as the circumstances may dictate), and the Rancho Santiago Community College District, on behalf of Santa Ana College, a California community college district and political subdivision of the State of California (“District” or “Santa Ana College,” as the circumstances may dictate). County and District are also referred to collectively as the “Parties” and individually as “Party.” The term of this Agreement shall be as set forth in Section XIV., below.

RECITALS

WHEREAS, the County, by and through the Sheriff, and in conjunction with the District, conducts basic and advanced training programs and courses for Sheriff personnel and outside Law Enforcement Agency personnel that are approved by the Commission on Peace Officer Standards and Training (POST) and Standards and Training for Corrections (STC), and which are also attended by students of the District who have not been hired or sponsored by public law enforcement agencies; and

WHEREAS, the County desires to affiliate with the District in order to have such training programs and courses approved for college credit through the District at its Santa Ana College facilities and at facilities operated by the County; and

WHEREAS, Santa Ana College is an accredited educational institution empowered to grant college credits for educational training courses, and therefore, subject to Federal law, the laws of the State of California, the Regulations of the Board of Governors of the California Community Colleges, in general, and specifically as they relate to the offering of courses for credit; and

WHEREAS, in order to maintain its accreditation status, Santa Ana College must remain in full compliance with the eligibility requirements and accreditation standards of the Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges (“ACCJC”); and

WHEREAS, the District may obtain apportionment funding from the State of California based on the number of Full Time Equivalent Students (“FTES”) enrolled in the training programs and courses; and

WHEREAS, the Parties agree that in order for the District to be able to provide the facilities and instructional services set forth herein, the programs and courses offered pursuant to this Agreement must be offered in such a manner that the program generates sufficient apportionment funding such that the cost of providing the facilities and instructional services agreed to herein does not reduce or limit the District's ability to fund other programs and activities offered by the District and its colleges; and

WHEREAS, there is mutual benefit to County and District in continuing their relationship in providing the training programs and courses; and

WHEREAS, the Orange County Board of Supervisors, pursuant to Government Code Section 26227, has authorized the Sheriff to collaborate with the District in providing such training courses and programs;

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, the Parties agree as follows:

AGREEMENT

I. EDUCATIONAL COURSES AND PROGRAMS – OBLIGATIONS OF THE PARTIES

A. Educational Courses and Programs: The District will offer, at its Santa Ana College Criminal Justice Academy facility, located at 15991 Armstrong Ave., Tustin, CA 92782, and at the County's facility located at 1900 West Katella Avenue, Orange, California 92867, mutually agreed upon and approved educational programs and courses to meet the needs of the County and its Sheriff's Department Criminal Justice Academy. Courses and programs will be designed for entry level and advanced law enforcement personnel, offered in various formats depending on the subject matter being taught, and certified by POST and STC Commissions.

1. Obtaining State Apportionment Funding based on Student Attendance in the Courses and Programs Contemplated by this Agreement It is an essential element of this Agreement that the attendance of students pursuant to this Agreement shall be credited to the District for purposes of receiving apportionment funding from the State. The County shall cooperate at all times in assisting the District to accomplish this purpose, and will act in accordance with the requirements of this Agreement, as well as comply with such other lawful requests for assistance as the District may deem necessary in order to receive apportionment funding based on the student attendance associated with this Agreement.

2. County Certification of No Other Funding Sources By entering into this Agreement, the County certifies that the courses and programs to be conducted, and for which District shall pay the County pursuant to Section

I.G, will not be fully funded by other sources. (See Education Code § 84752 and 5 CCR §§ 58050, 58051, and 58051.5).

3. Open Enrollment Enrollment in courses and programs eligible for college credit and District receipt of apportionment funding shall be open to any persons who have been admitted to Santa Ana College (“District students”) and have met any applicable prerequisites pursuant to District policy and the Title 5 of the California Code of Regulations (hereinafter “Title 5”). (See 5 CCR §§ 51006(a), 58050, 58051, and 58051.5.)
4. Prerequisites The parties agree that the Santa Ana College Criminal Justice Academies facility shall be clearly identified as being open to the general public, but enrollment may be limited to those who meet such prerequisites as may be established pursuant to the California Code of Regulations. (See 5 CCR §§ 51006(a), 55003.) Similarly, courses and programs offered at the County’s Katella Avenue facility for apportionment purposes shall be clearly identified as being open to the general public, but enrollment may be limited to those who meet such prerequisites as may be established pursuant Title 5. (See 5 CCR §§ 51006(a), 55003.)
5. Approval of Curriculum Courses and programs to be provided shall be deemed by the Sheriff’s Department as being of benefit to Sheriff personnel and regional law enforcement. The District and the County shall be jointly responsible for assuring that the courses and programs contemplated by this Agreement are approved by the Santa Ana College’s curriculum committee as meeting Title 5 course standards and that the District’s Board of Trustees has approved the courses and programs. The District will only offer and seek apportionment for courses and programs approved by the Office of the Chancellor of the California Community Colleges, or as otherwise authorized by law.

B. District Review of Instructors and Materials: Instructors who teach courses within the scope of this Agreement shall be selected initially by the Sheriff’s Training Division. The District will review the qualifications of all training instructors employed for the purpose of teaching courses and programs pursuant to the scope of this Agreement (referred to herein as “Instructors”) and evaluate the quality of instruction and instructional materials to ensure that they meet the needs of the students, the policies and procedures of the District, the regulations of the Board of Governors of the California Community Colleges, and the accreditation requirements of the ACCJC.

1. The Instructors shall meet the minimum qualifications for instruction in vocational subjects in a California community college and for other similar courses given at the District. The District shall have the primary right to control and direct the instructional activities of the Instructors

pursuant to Title 5, sections 58050 et seq. Each Instructor shall at least annually complete an Individual Instructor Services Agreement (Exhibit I).

2. Each Instructor shall complete the District's process for employment as a part-time temporary ("adjunct") faculty member, including but not limited to the District's application for employment, provision of unofficial transcripts, satisfaction of the requirement for tuberculosis testing, fingerprinting as required by Education Code section 87013 ("LiveScan"), and District receipt of official transcripts.
3. The County and District shall each designate one or more members of its training staff as being responsible for ensuring that each course offered pursuant to this Agreement complies with Title 5, section 51006. The County shall ensure the County's Instructors timely execute an Individual Instructor Services Agreement.
4. The County shall notify the District within five (5) days of any change in designation of an Instructor. The County shall also provide the District with the information necessary to execute a replacement Individual Instructor Services Agreement.
5. As required by Title 5, section 55630(c), the District and the County shall document that as to each course or program, they have determined: 1) the enrollment period; 2) student enrollment fees; 3) the number of class hours sufficient to meet the stated performance objective; 4) how supervision and evaluation of students will occur; and 5) the process for withdrawal of students prior to course or program completion.
6. The County and the District shall conduct all aspects of this Agreement in accordance with all applicable sections of Title 5, including but not limited to sections 51006, 53410, 55002, 55003, 55005, 55230, 55232, 58050, 58051(c)-(g), 58051.5, 58056, 58058(b), 58102, 58104, 58106, 58108, 78015, 84752, and guidelines for instructional service agreements between community colleges and public agencies as published by the Chancellor's Office of the California Community Colleges.

C. County and District Support:

The County will provide support staff and additional personnel, including clerical; equipment, including but not limited to training equipment (e.g. ammunition, bullet proof vest, eye and ear protective gear, lethal or less than lethal equipment for shooting at the ranges, uniforms); materials (e.g. books, training packets); day-to-day management support; on-site supervision; contract services; and other related services necessary to conduct the educational courses and programs offered under this Agreement.

The District will provide support staff and additional personnel, including clerical; materials; day-to-day management support; on-site supervision; contract services; and other related services necessary to conduct the educational courses and programs offered under this Agreement.

District and County shall also provide support as noted in section II.C.

D. Instructor Compensation:

1. Instructors who are employees of the County shall also be employees of the District for purposes of enabling the District to receive state apportionment funding based on the number of FTES generated by this Agreement. If these Instructors are working an assigned shift for their employing agency during their hours of instruction, they shall be paid by the County as part of their normal compensation and no additional compensation shall be paid to such employee for such instruction. If these Instructors are not working an assigned shift for their employing agency during their hours of instruction, they shall be paid by the District as described in Section I.D.2.
2. The District shall pay all Instructors of District-approved courses for instructional time in accordance with the District's salary schedule for part-time, temporary faculty, when said Instructors are not being paid by another employing agency. (See Education Code § 87482.5.)
3. No Instructor employed by the District on a part-time, temporary basis may be permitted by either Party to work more than the statutorily required percentage of the hours per week considered a full-time assignment for regular employees having comparable duties. (Education Code § 87482.5.)

E. Attendance Accounting and Instruction:

1. District shall schedule at its Criminal Justice Academy facility, consistent with Section III. A. below, portions of the training programs and courses that have been: a) mutually approved by the Sheriff and offered by the District, b) approved in accordance with the District's policies and procedures and the Board of Governor's regulations, and c) published in the current College catalogue.
2. County shall schedule at its facility located at 1900 West Katella Avenue, consistent with Section III.B. below, portions of the training programs and courses that have been: a) approved by the Sheriff to be offered by the District, b) approved in accordance with the District's policies and procedures and the Board of Governor's regulations, and c) published in the current College catalogue.

3. Student Enrollment Information: The District and County shall be jointly responsible for assuring that all necessary application, enrollment, attendance, grading, and supporting documentation for students enrolled in the training programs and courses is submitted in a complete and timely manner. In order for the District to be able to timely submit course and program documentation, all application, enrollment, attendance, grading and supporting documentation, including the OCSD Course Roster, shall be submitted to the District no later than three working days following the closing date of each course section.
 4. Records of student attendance and achievement will be maintained by the County. Records will be open for review at all times by the District.
 5. The District may at any time request, receive, and review class rosters, attendance records and grade sheets. District shall, upon request, be permitted to review examinations used for the awarding of grades and to supervise the grading process.
 6. District shall provide County a monthly District Class Profile Report reflecting course name and student attendance hours.
- F. Students who receive instruction pursuant to this Agreement shall be enrolled at Santa Ana College, and the instruction provided shall be under the control and management of the District's Board of Trustees and Santa Ana College. The Parties shall not charge students who receive instruction pursuant to the Agreement any additional tuition, fees, or charges of any kind beyond those the District is required to charge, or may charge, as a matter of law.
1. Where appropriate, students may be charged for material fees in accordance with District policy and procedures, as well as the regulations of the Board of Governors.
 2. The District will assist the Sheriff's Department in student registration procedures, associated paperwork, and other support services.
- G. Payment to County: The District agrees to pay the County for costs associated with the operation of all training programs and courses, at a rate of \$1.50 per student hour for all classes pursuant to the program. (See 5 CCR § 58003.1). Payment to County will be determined as follows:
1. County shall provide District a Course Roster showing the student attendance course hours. These reports will be submitted upon the completion of each course per Section I.E.3.
 2. County will validate the District Class Profile Report to the OCSD Course Roster per Section I.E.3 and prepare the annual invoice according to the Payment and Compensation per Attachment A.

3. District shall pay County in one annual payment for actual student course hours attended according to OCSD Course Rosters submitted to the College.
4. Payment will represent prior fiscal year (July 1st through June 30th). The invoice will be generated by August 31st and shall be paid to the County by October 1st of each fiscal year covered by this Agreement.

II. USE OF FACILITIES

- A. Use of District Facilities: The District will provide the nonexclusive use of its facilities at the Santa Ana College Criminal Justice Academy, located at 15991 Armstrong Ave., Tustin, CA 92782, free of charge, except as provided elsewhere in this Agreement, for use by the County's Sheriff's Department in conjunction with the programs and courses contemplated by this Agreement, on an as-needed, and space available basis. To the extent possible, the District will provide these facilities during normal business hours and at such other times as the Parties' representatives may agree to in writing.
- B. Use of County Facilities: The County will provide the nonexclusive use of its facilities located at 1900 West Katella Avenue, Orange, California 92867, free of charge for purposes of this Agreement, except as provided elsewhere in this Agreement, for use by the County's Sheriff's Department in conjunction with the programs and courses contemplated by this Agreement, on an as-needed, and space available basis. To the extent possible, the County will provide these facilities during normal business hours, and at such other times as the Parties' representatives may agree to in writing.
- C. District and County Facilities: Except as noted herein, each Party shall be responsible and pay for the necessary day-to-day management support, on-site supervision, and other related services and supplies necessary to conduct the training courses and programs offered under this Agreement.
 1. County shall provide the following for both facilities:
 - a. Maintenance of building
 - b. Janitorial services & supplies
 - c. Janitorial equipment
 - d. Landscape
 2. District shall provide the following for both facilities:
 - a. Instructional equipment/services & supplies

- b. Communication/audio-visual equipment
- c. Rental and/or repair of instructional equipment, including classroom visual and audio equipment (tables, computers, and projectors, etc.)

3. Mutual responsibility will include the Lease of Additional Facilities.

District is responsible for managing and providing the classroom related equipment and supplies in II.C.2.a-c, II. C.3. and the support in I.C. for the courses and programs conducted at the Training Facility, the Santa Ana College Criminal Justice Academy at 15991 Armstrong Avenue, Tustin, CA 92782. Although County is responsible for the general management and maintenance of the Training Facility at 1900 West Katella Avenue, Orange, CA 92867 (“Training Facility”), the District is responsible for providing the Katella facility classroom related equipment and supplies in II.C.2.a-c, II.C.3. and the support in I.C. for the courses and programs conducted at the Training Facility.

Facilities made available pursuant to this Agreement shall be managed and maintained in such condition that each facility meets all applicable federal, state, and local health regulations and that the facilities are adequate for the courses and programs offered and the number of students projected to attend.

III. JOINT RESPONSIBILITIES

- A. Annual Planning Meeting: County and District shall conduct a minimum of one annual planning meeting on or before May 31st of each fiscal year or on an as needed basis to meet the training program’s needs and discuss the following:
 - 1) The type of courses and trainings to be offered, the scheduling of the courses to be offered, and identification of the location for the courses and trainings.
 - 2) The decisions reached shall be memorialized and the agreed Course and Training Catalogue shall be published and made available to both Parties. Each Party agrees to use its best efforts to achieve a course and training schedule that is comprehensive and detailed.
 - 3) In the event an agreement is not reached by the Parties, the current Course and Training curriculum will continue.
- B. Community College District Standards: The County shall coordinate with the District to ensure that all personnel, equipment, and materials used in carrying out the Parties’ responsibilities under this Agreement conform to State of California mandated standards governing instructional programs for community colleges.

IV. INDEPENDENT CONTRACTOR

District shall be considered an independent contractor and neither District, its employees, nor anyone working under District shall be considered an agent or an employee of county. Neither, District, its employees or anyone working for District shall qualify for workers' compensation or other fringe benefits of any kind through County.

V. FORCE MAJEURE

Neither District nor County shall be assessed or be found in breach during any delay beyond the time named for the performance of this Agreement caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided District and/or County gives written notice of the cause of the delay to the other party within 36 hours of the start of the delay and avails itself of any available remedies.

VI. CONFIDENTIALITY

District agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by District and District's staff, agents and employees.

VII. COMPLIANCE WITH LAWS

District represents and warrants that services to be provided under this Agreement shall fully comply, at District's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by county in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. District acknowledges that County is relying on District to ensure such compliance, and pursuant to the requirements of paragraph "XII" below, District agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

VIII. CONTINGENCY OF FUNDS

County acknowledges that funding related to this program or portions of funding for this Agreement may be contingent upon state budget approval; receipt of funds from the State of California to District; and inclusion of sufficient funding for the services hereunder in the budget approved by District's Board of Trustees for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, District or County may immediately terminate or modify this Agreement without penalty.

District acknowledges that funding or portions of funding for this Agreement may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year

covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without penalty. County acknowledges that District may obtain apportionment funding from the State of California based on the number of FTES.

IX. DRUG-FREE WORKPLACE

The District hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The District will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by government code section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Agreement:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Agreement.

Failure to comply with these requirements may result in termination of the Agreement, and the District may be ineligible for award of any future County agreements if the County determines that any of the following has occurred:

1. The District has made false certification, or
2. The District violates the certification by failing to carry out the requirements as noted above.

X. NEWS/INFORMATION RELEASE

Each party agrees that it will not issue any news releases in connection with either the award of this Agreement or any subsequent amendment of or effort under this Agreement without first obtaining review and written approval of said news releases from the County

through the County's OCSO Public Information Officer and the District through the Santa Ana College's Public Information Officer.

XI. PRECEDENCE

The Agreement consists of this Agreement and its attachments and exhibits. In the event of a conflict between or among the Agreement documents, the order of precedence shall be the provisions of the main body of this Agreement, i.e., those provisions set forth in the recitals and articles of this Agreement, and then the attachments, and then the exhibits.

XII. INDEMNIFICATION AND LIABILITY

- A. District agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from and against any claims, demands or liability of any kind or nature, including but not limited to personal injury, death, or property damage, arising from or related to the services, goods or other performance provided by District pursuant to this Agreement ("Claims").
- B. County agrees to indemnify, defend, and hold District, its officers, employees, and agents harmless from any third party claims, demands or liability for personal injury, death, or property damage, arising from the County's receipt of services, goods or other performance pursuant to this Agreement ("Claims").
- C. In the event that third-party loss is attributed to the concurrent act(s) or omission(s) of both Parties, the ultimate financial responsibility of each Party for said loss shall be apportioned according to the Party's percentage of fault as determined by mutual agreement between the Parties or by a court of competent jurisdiction. Neither party shall request a jury apportionment.
- D. This mutual indemnification shall survive termination of this Agreement or final payment therefore.

XIII. INSURANCE REQUIREMENTS

- A. Insurance and Self Insurance: Without limiting in any way any of the defense, indemnity, and hold-harmless obligations of this Agreement, the Parties each will obtain, pay for, and maintain in full force and effect during the effective dates of this Agreement policies of insurance, or, self-insurance, a memorandum or memoranda of coverage providing coverage as follows:
 1. Commercial General Liability insurance and/or coverage, which shall include coverage for: "bodily injury", "property damage", "advertising injury", and "personal injury", including, but not limited to, coverage for products and completed operations, with combined single policy limits or limits of liability of not less than \$1,000,000 per occurrence and not less

than \$2,000,000 in the aggregate, if the policy or memorandum of coverage is subject to any aggregate policy limit or aggregate limit of liability.

2. Business or Commercial Automobile Liability insurance or coverage written on an “occurrence” basis with policy limits or limits of liability of not less than \$1,000,000 per accident. It must cover owned, hired, non-owned motor vehicles, with a combined single policy limit or limit of liability for bodily injury and property damage of not less than \$1,000,000.
 3. Workers Compensation insurance with statutory limit and Employers’ Liability with a \$1,000,000 limit per occurrence.
- B. Additional Insured Endorsements: Each Party to this Agreement shall cause the Commercial General Liability insurance or self-insurance program required by this Agreement to be endorsed to name the other Party as an additional insured.
- C. Subrogation Waivers: The Workers’ Compensation policy shall be endorsed to state that all rights of subrogation are waived as to each Party to this Agreement.
- D. Proof of Insurance or Coverage: Each Party to this Agreement shall provide to the other Party at least annually, current Certificates of Insurance with endorsements as required by this Agreement of coverage required by this Agreement.

XIV. TERM OF AGREEMENT, EXTENSIONS, AND TERMINATION

This Agreement shall commence October 1, 2020 and continue through September 30, 2023, and may be renewed by mutual agreement of both Parties for an additional two-year term.

- A. Termination: Either Party may terminate this Agreement at any time, with or without cause, upon written notice given to the other Party at least one hundred eighty (180) days prior to the date specified for the termination. The failure of either Party to comply with any of the provisions, covenants or conditions of this agreement shall be a material breach of this agreement and shall constitute “cause”. Termination may not occur without the completion of each training program that is currently in progress. In the event of termination, each Party shall fully pay and discharge all obligations contained in this Agreement in favor of the other Party accruing prior to the termination date. Each Party shall be released from all obligations or performance that would otherwise accrue after the termination date. Neither Party shall incur any liability to the other because of the termination.
- B. In the event of termination, each Party shall fully pay and assign college credit pursuant to the terms of this Agreement in favor of the other Party accruing prior to the termination date.

XV. AUTHORITY; DOCUMENTATION REVIEW, AUDIT, AND RETENTION

- A. Full Authority: Each Party warrants to the other that it has full authority to administer this Agreement, including but not limited to, the rights to terminate, amend, extend, modify, or alter specific terms in accordance with the terms of this Agreement.
- B. Access to Documents: Each Party is entitled to full access and authority to audit all pertinent records of the other Party concerning this Agreement. The Parties agree that inspection of records is subject to applicable law recognizing the privacy rights of students and/or employees. Within 48-hours of the receipt of written audit notice, the Party from whom records are requested shall make those records available to the requesting Party. The Parties agree to cooperate fully to facilitate audits by the other Party.
- C. Audit: The Parties agree that an audit includes an examination or making an excerpt or transcript from books, records, invoices, materials, payroll, or personnel data related to all matters covered by this Agreement. The Parties agree to maintain books and records in an accessible location and condition for a period of not less than 5 years after termination of this Agreement.

XVI. OWNERSHIP OF WRITINGS, ETC. PRESENTED IN TRAINING PROGRAM

All writings, documents, illustrations, or any other works of authorship fixed in any tangible or digital medium of expression (“writing”) prepared by District or County and its Instructors shall be and shall remain the property of the Party who prepared the writing.

XVII. PRIOR AGREEMENTS NULL AND VOID

All prior Agreements and any amendments thereto, are null and void as of the effective date of this Agreement. This provision includes, but is not limited to, all prior agreements between the Parties relating to the use of District facilities and the provision of training programs and courses for law enforcement personnel, retention of consultants, and the payment of student fees and tuition by and between the Rancho Santiago Community College District on behalf of Santa Ana College, and the County of Orange, through its Sheriff-Coroner Department, and includes without limitation agreements and amendments thereto bearing the following identification numbers: MA-060-11010909 (Facility uses; supplies; Maintenance worker/Information Processing Tech); and Z1000000068 (Consultant Services, Law Enforcement Training); renewed as MA-060-11010253; MA-060-11012581; MA-060-13010020; and MA-060-14010056.

XVIII. NOTICES

All notices required or permitted to be given under this Agreement shall be deemed duly given and effective if in writing and personally delivered or deposited in the U.S. Mail, postage to be prepaid, sent by a reputable overnight courier service (with package tracking capability), or sent by certified mail, return receipt requested, first class postage prepaid,

addressed to the following:

District: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Attn: Peter Hardash
Email: hardash_peter@rsccd.edu
Ph: (714) 480-7340

Santa Ana College
1530 West 17th Street
Santa Ana CA, 92706
Attn: Dr. Jeffrey N Lamb, Ph.D.
Lamb_Jeffrey@sac.edu
Ph: (714) 564-6080

County: County of Orange
Sheriff-Coroner Department/Training Division
1900 W. Katella Ave.
Orange, CA 92667
Attn: Training Division Captain
Ph: (714) 538-9668

County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Maria Ayala, Buyer
mayala@ocsd.org
Ph: (714) 834-6360
Fax: (714) 834-6411

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

XIX. WAIVER

Any failure by a Party to comply with any covenant, term or condition of this Agreement may be waived only in writing by the Party in whose favor the covenant, term or condition of this Agreement runs.

XX. APPLICABLE LAW, VENUE, INTERPRETATION

This Agreement shall be interpreted according to the laws of the State of California and the Parties agree that venue for any action concerning or arising out of this Agreement shall

be in Orange County, California. The provisions of this Agreement shall be construed in all cases as a whole, according to their fair meaning, and not strictly for or against either Party.

XXI. SEVERABILITY

If a court of competent jurisdiction holds any term or provision of this Agreement void, illegal, or unenforceable for any reason, this Agreement shall remain in full force and effect and shall be interpreted as though such term or provision was not a part of this Agreement. The remaining provisions shall be construed to preserve the intent and purpose of this Agreement, and the Parties agree to negotiate in good faith to modify any invalidated provisions to preserve each Party's anticipated benefits.

XXII. ASSIGNMENT

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Neither Party may assign nor transfer any or all of that Party's rights, burdens, duties, or obligations under this Agreement without the prior written consent of the other Party. Any attempt by District to assign the performance or any portion thereof of this Agreement without the express written consent of County shall be invalid and shall constitute of breach of this Agreement.

XXIII. EXECUTION BY FACSIMILE OR IN COUNTERPARTS

The Parties may execute this Agreement in counterparts such that their signatures may appear on separate signature pages. A copy, facsimile, or an original of this Agreement, with all the signature pages appended together, shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or other electronic means shall be deemed original signatures.

XXIV. NO DISCRIMINATION

The Parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation, or other basis set forth in Government Code section 11135. The Parties further understand that harassment of any student or employee of either Party because of that person's race religion, gender, disability, medical condition, marital status, age or sexual orientation is strictly prohibited.

XXV. APPROVAL

In accordance with Education Code section 81655, this Agreement is valid and an enforceable obligation of the District only after it has been approved or ratified by the Board of Trustees of the Rancho Santiago Community College District as evidenced by a motion duly passed and adopted by the Board Trustees.

In accordance with the Government Code, including but not limited to sections 25303,

25330 et seq., and 26227, this Agreement is valid and an enforceable obligation of the County only after it has been approved by either the Orange County Board of Supervisors, as evidenced by a minute order reflecting such approval, or by an officer to whom the authority has been duly delegated by the Board of Supervisors.

XXVI. AGREEMENT

This writing, and any amendments hereto, constitute the entire Agreement between the Parties. This Agreement may not be altered or modified except by the express written consent of both the County and District. Each Party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. The County acknowledges that changes to any provision of this Agreement can only be made by action of the Board of Trustees of the District. The District acknowledges that changes to any provision of this Agreement may only be made by action of the Orange County Board of Supervisors.

(Signature page to follow)

IN WITNESS WHEREOF, the Board of Trustees of the Rancho Santiago Community College District has caused the Agreement to be subscribed by its Chairperson and the seal of said Board to be hereto affixed and attested by the Executive Officer thereof, and County has caused the same to be subscribed on its behalf by the Chairperson of the Orange County Board of Supervisors and/or its duly authorized officer.

County

By _____

Print Name _____

Title _____

Date _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by: _____

Deputy

Rancho Santiago Community College District

By _____

Print Name Peter J. Hardash _____

Title Vice Chancellor, Business Operations/Fiscal Services _____

Date _____

ATTACHMENT A

Payment and Compensation

1. **Compensation:** This is a firm-fixed fee agreement between the County of Orange via the Sheriff-Coroner and Rancho Santiago Community College District (RSCCD) for Use of Facilities and the Provision of Instructional Services.
2. **Fees and Charges:** RSCCD will pay the following fees in accordance with the provisions of this Agreement, including but not limited to Section I.G. Payment shall be as follows:

Rate: \$1.50 per student hour for all course hours attended.

3. **Payment Terms – Payment in Arrears:** County shall submit an annual invoice by August 31st to RSCCD for actual student hours based on prior year student hours per OCSD Course Rosters. Payment to County is due October 1st.
4. **Payment – District shall send payments to the following remittance address:**

County of Orange
PO Box 4005
Santa Ana, CA 92702-4005

EXHIBIT I

***SAMPLE ONLY. The County makes no representations, authorization or warranties regarding this document or the information contained therein, or its use in establishing agreements between the District and Individual Instructors. It is intended for informational purposes only. In no event will the County of Orange be liable or responsible in any way for any aspect of any relationship or employment between District and Individual Instructors.**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT

(SAMPLE AGREEMENT ATTACHED)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDIVIDUAL INSTRUCTOR SERVICES AGREEMENT**

The RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as DISTRICT, is authorized pursuant to Title 5 of the California Administrative Code, to enter into a written contract with _____ instructor, hereinafter referred to as INSTRUCTOR, who is employed by the Orange County Sheriff's Department, (or specify the public agency employer) which is a public agency, and is hereinafter referred to as ENTITY. However, for the limited purposes of the Agreement Regarding Use of District Facilities and the Provision of Instructional Services Between the County of Orange, through its Sheriff-Coroner Department and the Rancho Santiago Community College District On Behalf of Santa Ana College ("Facilities Use and Instructional Services Agreement"), which is incorporated herein by this reference, INSTRUCTOR shall also be an employee of the Rancho Santiago Community College District.

INSTRUCTOR agrees to participate in the delivery of approved curriculum as described in the Facilities Use and Instructional Services Agreement. INSTRUCTOR acknowledges that DISTRICT shall have the primary right to control and direct the instructional activities of INSTRUCTOR while INSTRUCTOR is conducting a class or classes given through the Facilities Use and Instructional Services Agreement between the DISTRICT and ENTITY.

The delivery of the curriculum will be in compliance with the provisions of the signed Facilities Use and Instructional Services Agreement between the ENTITY and DISTRICT, and with the catalog and the course outlines from Santa Ana College. Curriculum materials, testing and grading procedures, and materials and services such as those provided by the DISTRICT to its part-time hourly (temporary) faculty shall be provided by DISTRICT to INSTRUCTOR.

If INSTRUCTOR is providing instruction pursuant to the Facilities Use and Instructional Services Agreement, and if INSTRUCTOR is working an assigned shift for ENTITY during the hours of instruction, the INSTRUCTOR shall also be an employee of the DISTRICT for purposes of the Facilities Use and Instructional Services Agreement, but will be compensated by the ENTITY as part of the INSTRUCTOR's normal compensation and no additional compensation (either salary or benefits) shall be paid to such employee for such instruction by the DISTRICT or any other source. Further, when instruction is provided by INSTRUCTOR pursuant to the Facilities Use and Instructional Services Agreement during INSTRUCTOR's regularly scheduled shift for ENTITY, the DISTRICT will not be responsible for benefits, including but not limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would otherwise accrue to faculty members. All salary and benefits payable or owing to INSTRUCTOR if INSTRUCTOR is working an assigned shift for ENTITY during the hours of instruction are the sole responsibility and liability of the ENTITY that has signed the Facilities Use and Instructional Services Agreement.

If INSTRUCTOR is not working an assigned shift for the ENTITY during the hours of instruction, INSTRUCTOR shall be deemed a part-time employee of the DISTRICT for purposes of the Facilities Use and Instructional Services Agreement, and shall be paid by the DISTRICT in accordance with its salary schedule for part-time temporary faculty. All salary and benefits payable or owing to INSTRUCTOR, if INSTRUCTOR is not working an assigned shift for ENTITY during the hours of instruction, are the sole responsibility and liability of the DISTRICT pursuant to the signed Facilities Use and Instructional Services Agreement with the ENTITY. Benefits for which DISTRICT is responsible include, but are not

limited to, workers compensation, medical insurance, vacation, sick leave, or any other employee benefits that would accrue to part-time faculty members.

Effective Period. This Individual Instructor Services Agreement between INSTRUCTOR and DISTRICT shall be effective for the (TBD ex: 2020-2021 college year, or remaining portions thereof, commencing (Date TBD based on college year and term of this contract). Prior to providing instruction in subsequent college years, INSTRUCTOR shall sign a new agreement for that college year, commencing (Date TBD based on college year and term of this contract). In the event the Facilities Use and Instructional Services Agreement between the DISTRICT and the ENTITY should terminate before the end of any college year, this Individual Instructor Agreement shall also terminate without further notice or obligation at the same time that the Facilities Use and Instructional Services Agreement terminates. Either INSTRUCTOR or DISTRICT may cancel or terminate this Individual Instructor Services Agreement with or without cause upon thirty (30) days written notice even if the Facilities Use and Instructional Services Agreement between the ENTITY and DISTRICT remains in effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

INSTRUCTOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT:

BY:

Peter Hardash

Date

DATE:

Vice Chancellor, Business Operations

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

To: Board of Trustees	Date: September 14, 2020
Re: Approval of Master Services Agreement with Kaplan, Inc.	
Action: Request for Approval	

BACKGROUND

Students in the Nursing Program are required to participate in simulation exercises as a part of the preparation to pass the licensing examination for Registered Nurses. It is a required part of the curriculum, as well as being highly recommended by the California Board of Registered Nursing. The proposed iHuman simulation vendor is Kaplan, Inc. iHuman Simulation software, part of Kaplan, Inc., is dedicated to enabling active e-learning in healthcare to promote the delivery of high quality, cost-effective care and to ensure an adequate supply of healthcare providers fully trained in patient assessment and diagnostic reasoning. The simulation software program meets the requirements for direct patient care as deemed by the Board of Registered Nursing. With clinical sites denying our students access to obtain direct patient care hours due to the COVID-19 Pandemic, this simulation program will replace those displaced hours for our students.

ANALYSIS

This Master Services Agreement with Kaplan, Inc. ("Agreement") has a projected cost of \$100 per student/semester (200 students) for two semesters each, or \$43,700 (tax included), for one (1) full academic year. This Agreement will be paid through Perkins funds already secured for this project.

RECOMMENDATION

It is recommended the Board of Trustees approve this Master Services Agreement with Kaplan, Inc, located in La Crosse, Wisconsin, as presented.

Fiscal Impact:	\$43,700	Board Date: September 14, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Interim Associate Dean, Health Sciences	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made effective September 15th, 2020 (the "Effective Date") between Kaplan, Inc., a Delaware corporation acting through its Kaplan North America division ("Company") and Rancho Santiago Community College District on Behalf of Santa Ana College-West 17th Street, Santa Ana CA 92706 ("Customer"), each a "Party" and collectively, the "Parties"). The rights and obligations of Kaplan, Inc. may be exercised and fulfilled, in whole or in part, by its Affiliates and subsidiaries (each a "Business Unit"). The Agreement includes the body of this Agreement, Order Form, Product Description and any Exhibits or Amendments attached hereto

For good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions

- a. "Access Period" is the period of time or duration in which an end User has a non-exclusive, non-transferable license to use a Product on a Company platform solely for non-commercial use. Access Periods are set on a per individual User basis and are identified in the Order Form.
- b. "Affiliates" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- c. "Custom Services" means services performed by Company specific to Customer (i.e. delivery of Product at facility of Customer, authoring of Cases by Customer) and other than the standard Products and Implementation Services.
- d. "Fees" means all amounts set forth in the Order Form that is due to Company in exchange for Services and Products.
- e. "Company Platform" means, one or more proprietary software platforms operated by Company on which, among other things, (i) Users create and take assessments, use remediation materials, and exam prep study aids (ii) Users play Cases, receive performance analytics and real time feedback, (iii) Users access videos and other content and services, (iv) Faculty access advanced individual and group performance analytics and other tools, and (v) Users access and use other features and functionality. Company platforms include www.kaptest.com/login, <https://nit.kaptest.com/>, <https://www.i-human.com/>.
- f. "Implementation Services" means services that Company provides to implement Products within Customer's curriculum including Faculty training and User support. Implementation Services are described in the Product Description.
- g. "Exhibit A" means an order placed pursuant to, and incorporating, this Agreement. Each Order Form shall identify one or more Products, a corresponding Access Period, applicable Fees and Payment Method. Order Forms shall also identify if applicable, any non standard Implementation or Custom Services. Each Order Form shall be effective for a defined period of time ("Exhibit A Order Form Term"). Each Order Form shall constitute a separate, distinct engagement to perform Services between Customer and Company.
- h. "Products" means a defined group of licenses, Cases and/or Lessons with a defined Access Period set forth in the Product Description. Products include Designated Student and Faculty access to the Company Platform. Products are subject to change, but as of the Effective Date are described in the Product Description. Kaplan reserves the right to make changes to and/or discontinue Products at its discretion at any time.

- i. "Roster" means the first name, last name, email address submitted by Customer to Company to provision Users. Roster information is the only personal information required to grant access to the Products and Services. The Roster becomes final for invoicing 30 days after access period start date.
 - j. "Roster Deadline" means the date by which Customer using Rosters must provide a Roster. The Roster Deadline is 14 days prior to the start date of a Program unless otherwise indicated in the applicable Order Form.
 - k. "Services" means any routine services related to the Products and Implementation Services.
 - l. "Student" means a student, learner or other person authorized by Customer to receive a User License to access one or more Products. "Faculty" means faculty, supervisor and/or administrators identified by Customer for User License to access Products and whom Company has agreed to provide Program access at no incremental cost. "Users" means Students and Faculty.
 - m. "Subscription Fees" means the Fees charged per Student to access a Product.
2. **Delivery of Services:** Company shall deliver Services in accordance with the terms of the Product Description, and Order Form(s). Notwithstanding the foregoing, Company shall have no obligation to deliver Services or any User License for/from whom Company has not received full payment, including processing fees and sales taxes if applicable. Company reserves the right to cease Services for any User who has not met payment obligations.
3. **Testing Environment and Administration:** If applicable, for Products that offer secure tests for Student Users on Company's Platform, Company will open the testing environment on the Company Platform on the scheduled date and time or provide Customer the functionality to open the testing environment themselves for administration by Customer of the tests in a secure, proctored setting. Customer is solely responsible for preserving the academic integrity of the tests, granting and administering accommodations for test-takers (such as extended time, human readers, separate testing rooms).

Payment of Fees: Company shall invoice Customer for all User Licenses based on Rosters, Custom Services, Implementation Services and Customer shall pay invoices within thirty (30) days of invoice. The Order Form shall set forth payment methods and other payment details for the corresponding Products. All payments are non-refundable.

- 4. **Taxes:** Each Party shall be responsible for its own taxes. Customer shall be responsible for any taxes, VAT, levies or other duties, (collectively, "Taxes") imposed by relevant taxation authorities or other governmental agencies for Customer's receipt of any fees from Users. Customer may not make any deductions for taxes from payments due to Company.
- 5. **License.** Subject to Company's receipt of Fees, Company hereby grants Users personal, non-transferable, non-exclusive, non-assignable, non-sublicensable licenses to access and use Products on the Company Platform(s) during the applicable Access Period in accordance with the applicable Order Form and subject to Users agreeing to and complying with the end user terms and privacy policies, which Company may modify in its discretion from time to time but under no circumstances can such changes contradict any provision of this Agreement. It is prohibited for Users to share their access credentials (e.g., username and password) to the Products ("Access Credentials"). Any User who believes that his or her Access Credentials may have been compromised must immediately contact Kaplan.

6. **FERPA.** To the extent Customer transmits “education records” (as defined by the Family Educational Rights and Privacy Act (FERPA)) to Company, Company acknowledges that Customer has designated Customer as a “school official” with “legitimate educational interests” in the personally identifiable information contained in the education records. Company agrees to comply with all laws, rules and regulations applicable to its use and disclosure of the education records and personally identifiable information. The parties acknowledge that prior consent is not required under §99.31, if Customer engages Company to conduct studies for, or on its behalf to validate, or administer predictive tests, or improve instruction.
7. **Privacy.** Company may collect certain data from Users under the terms of the Company Platform’s privacy policies [<https://www.kaptest.com/privacy-policy>, <https://www.i-human.com/privacy-policy/>]. Company shall maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of User provided and Customer Data (any data on a Roster supplied by the Customer to Kaplan), in conformity with generally prevailing industry standards.
8. **Purchase Orders (POs):** Customer agrees that the only agreement between Company and Customer concerning Services is this Agreement and Customer represents and warrants that it shall not assert any position to the contrary. Any PO issued by Customer in connection with Services automatically incorporates this Agreement including any applicable Order Form(s), notwithstanding anything to the contrary in the PO. Any PO term or condition that is inconsistent with this Agreement is void.
9. **Reps & Warranties.** Company represents and warrants that (a) it has the authority to enter into this Agreement and to perform all of its obligations under this Agreement and (b) Customer’s use of Services shall not violate the intellectual property of any third parties. Customer represents and warrants that for any personally identifiable information it shares with Company, Customer has all necessary permissions and consents to share such information with Company and for Company to use such information in the performance of this Agreement.
10. **Intellectual Property.** As between Company and Customer, Company exclusively owns and shall retain all rights, title and interest and all intellectual property rights in and to the Products, the Company Platforms and all of its features, functionality, services and applications, including but not limited to Lessons; Cases; Services; all content and services accessible via the Company Platform; and SSO integrations (collectively, “Company IP”). Customer shall have no rights to use Company IP except as expressly provided in this Agreement. If Custom Services include authoring, revising or configuring Cases, videos or other content (“Custom Cases”), Company shall exclusively own Custom Cases. Customer grants Company a perpetual, royalty-free, unlimited license to any medical media or other content provided by Customer for use in Custom Cases (“Customer Content”). Customer represents and warrants that it possesses all rights and permissions necessary to provide such license Customer Content to Company, that Customer Content includes no personally identifiable information, is not subject to HIPPA, and that Company’s use of Customer Content in Cases shall not violate any third party intellectual property rights or any other rights or obligations.
11. **Warranty Disclaimer.** SERVICES ARE PROVIDED “AS IS.” COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.
12. **Indemnification.** Each Party assumes liability for, and agrees to indemnify, protect, defend, save and hold harmless the other Party, and all of its agents and employees from and against any and all third party liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including, without limitation, reasonable legal and investigative fees and expenses, of whatsoever kind and nature (hereinafter called “**Liabilities**”) which may arise at any time (whether during the Term or thereafter) as a result of the indemnifying Party’s breach of this Agreement, violation of any applicable laws or regulations, or other acts or omissions. In the event a

claim arises from both Parties' acts or omissions in implementing its obligations of the Agreement, each Party shall indemnify the other to the extent its acts or omissions contributed to the liability. Further, Customer agrees to indemnify and hold harmless Company from any claims related to student Users grades issued or pass/fail decisions made by Customer, any academic integrity decisions, any proctoring or administration of examinations.

13. **Confidentiality.** As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood by the Receiving Party to be confidential given the nature of the information and the circumstances of disclosure. Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other that the Receiving Party reasonably demonstrates: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement. Each party shall exercise reasonable care to protect the Confidential Information of the other party. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
14. **Limitation of Liability.** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRIOR TO THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE. IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. COMPANY SHALL HAVE NO LIABILITY IN ANY WAY RELATED TO CUSTOMER POLICY DECISIONS RELATED TO ACADEMIC INTEGRITY, GRADES, OR ADMINISTRATION OF TESTS.
15. **Term & Termination.** The term of this Agreement shall begin on the Effective Date and shall continue until the **second anniversary** of the Effective Date ("Term") unless sooner terminated under this section. The Term may be renewed for an additional two year term ("Renewal Term") by mutual agreement of the parties sixty days prior to the expiration of the Term. Either Party may terminate this Agreement and any Order Form if thirty (30) days after giving the other Party written notice of a material breach of this Agreement the breaching Party fails to cure the breach. Kaplan shall cease all Services as of the effective date of termination.
16. **Arbitration.** All disputes shall be resolved by neutral binding arbitration in New York, NY in accordance with the Commercial Arbitration Rules of The American Arbitration Association. The arbitrator's award shall be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law. Each party shall bear its own expenses.
17. **Force Majeure.** Neither party is liable to the other for any delay or failure to perform an obligation under this Agreement if the delay or failure to perform is due to causes beyond the control of that party, including, but not limited to, acts of nature; acts of the public enemy; acts of the United States of America, or any state, territory or political division of the United States of America, or of

the District of Columbia; fires; riots; Internet infrastructure failures; hacker attacks; floods; epidemics; quarantine restrictions; strikes or any other labor disputes; and freight embargoes.

18. **General Provisions.** This Agreement may not be assigned by either party by operation of law or otherwise without the prior written consent of the other party. Such consent is not required in connection with the assignment of this Agreement by Company pursuant to a merger, acquisition or sale of all or substantially all of Company's assets. The validity, construction and interpretation of this Agreement shall be governed by the internal laws of the State of New York, excluding conflict of law provisions. This Agreement, together with the policies and instructions incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. If any provision of this Agreement is held to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect. Notwithstanding any provision contained in this Agreement, except for financial obligations due and owing, neither Party shall be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement are delayed or prevented by causes not within its control and which, by the exercise of reasonable diligence, it is unable to prevent. A waiver by either Party of any breach by the other party shall not be construed to be a waiver of any succeeding breach or any other covenant by the other party. All waivers must be in writing and signed by the party waiving its rights. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties.

Kaplan, Inc. d/b/a Kaplan Prep & Achieve

By: _____

Date: _____

Printed Name: Anne Clark

Title: Executive Director, Kaplan Nursing

Rancho Santiago Community College District on
Behalf of Santa Ana College

By: _____

Date: _____

Printed Name: Peter J. Hardash

Title: Vice Chancellor, Business Operations/Fiscal Services

**Kaplan Prep & Achieve
Exhibit A Order form# 13626**

This **Order Form** incorporates the terms of the **Master Services Agreement** and accompanying **Product Description(s)** between Company and Customer ("Santa Ana College"). Customer places the following order with Company:

PRODUCTS AND FEES
<p>Product: I Human Patients UNE Full Case for the following Academic Terms: Every Fall, Spring & ending May 2021 Price Per Student per Term: \$ 100.00 Billable total will not exceed \$20, 000 per Academic term</p>
<p>Academic Term for Customer: Fall term is August through December & Spring term is January through May Access Period for the Product is the length of the Academic Term.</p>
<p>Payment Method: X Invoice to Customer</p>
<p>Single Sign On (SSO): X No</p>
<p><i>i-Human Patient Case Package Selections:</i> Cohort and Case Package: UNE Full Case Play for all Cohorts</p>

Kaplan, Inc.	Customer
By: _____	By: _____
Printed Name: _____	Printed Name: Peter J.Hardash
Title: _____	Title: Vice Chancellor- Business Operations/Fiscal Services
Date: _____	Date: _____

**PRODUCT DESCRIPTION
i-Human Patients by Kaplan
For Undergraduate Nursing**

<p>Designated Student User License</p>	<p>Designated Students granted access on the Company’s platform to:</p> <p>iHuman Patients offers a virtual simulation program for students to practice their clinical skills with patient avatars. All products offer real-time feedback for students, so they can see how their responses at every stage of the process differ from expert opinion.</p> <p>Undergraduate Nursing Cases are used in undergraduate nursing as a complement to or partial substitute for clinical training, as well as serving as a valuable pedagogical tool.</p> <ul style="list-style-type: none"> • Cases follow the nursing process including assessing, planning, implementing and evaluating care with the goal to improve nursing students’ clinical judgement.
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<p>Institution Authorized Faculty and Administrator License</p>	<p>Authorized faculty and administrators granted access to content on Company’s online platform for use with Designated Students only:</p> <ul style="list-style-type: none"> • i-Human Case Analytics: A suite of analytics tools to assess and track the performance of students using the i-Human cases. • Student Assets: Access to all student-facing assets listed above.
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Implementation Services:

The i-Human Patients Program includes the following services:

- Online Faculty orientation and training.
- Access to an i-Human Patients Education Consultant to facilitate case selection and curricular integration.
- Access to a designated service Account Manager to Customer.

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

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Health Services Program Agreement Renewal between The Regents of the University of California and Rancho Santiago Community College District	
Action:	Request for Approval	

BACKGROUND

Students in the Nursing Program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Health Services Program Agreement Renewal between The Regents of the University of California, on behalf of University of California, Irvine, and Rancho Santiago Community College District (“Agreement Renewal”) will yield appropriate clinical rotation activities for the programs.

ANALYSIS

The term of this Agreement Renewal shall be for three (3) years, commencing on the effective date. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Health Services Program Agreement Renewal between The Regents of the University of California and Rancho Santiago Community College District, as presented.

Fiscal Impact:	None	Board Date: September 14, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Interim Associate Dean, Health Sciences	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

HEALTH SCIENCES PROGRAM AGREEMENT

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

This Agreement is made and entered into this 27th day of September, 2020, in the State of California by and between Rancho Santiago Community College District, on behalf of Santa Ana College ("School"), located at 1530 West 17th Street, Santa Ana, hereinafter called "AFFILIATE", and The Regents of the University of California, a Constitutional Corporation, on behalf of the University of California, Irvine (hereafter referred to as "UNIVERSITY"), located at 101 The City Drive, Orange, CA.

WITNESSETH:

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine, School of Medicine, fully accredited for training graduate and undergraduate students, hereinafter referred to as "SCHOOL"; and

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine Medical Center, a fully accredited and duly licensed acute care hospital facility, hereinafter referred to as "MEDICAL CENTER"; and

WHEREAS, the AFFILIATE conducts approved programs in health sciences education which require clinical experiences for students enrolled in said programs; and

WHEREAS, it is to the benefit of both AFFILIATE and UNIVERSITY that students enrolled in AFFILIATE's health sciences programs have opportunities for clinical experience to enhance their capabilities;

NOW, THEREFORE, the AFFILIATE and UNIVERSITY do covenant and agree as follows:

I. STATUS OF HEALTH SCIENCES STUDENTS

- A. AFFILIATE's health sciences students shall have the status of learners and shall not be considered to be UNIVERSITY employees, nor shall they be intended to replace MEDICAL CENTER staff. Clinical experience will be conducted as a laboratory learning experience.
- B. Health sciences students are subject, during their clinical experience assignment, to applicable UNIVERSITY regulations and must conform to the same standards as are set for UNIVERSITY employees in matters relating to the welfare of patients and general MEDICAL CENTER operation.

II. COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, nor shall AFFILIATE have obligation to pay monetary compensation or benefits to STUDENTS.

III. NON-DISCRIMINATION

Neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, citizenship, or service in the uniformed services.

IV. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE MEDICAL CENTER AND SCHOOL

- A. The Chief Operating Officer of the MEDICAL CENTER is authorized to approve Health Sciences Programs to be conducted at the MEDICAL CENTER, except in areas of authority delegated to the Academic Senate by the Standing Orders of the Regents.
- B. Each program will have a UNIVERSITY staff member, approved by his/her supervisor, who will function as Education Coordinator for use of MEDICAL CENTER facilities for clinical experience of AFFILIATE's health sciences students, including joint planning with representatives of all involved services. Responsibilities of coordinator will also include scheduling of student rotations, and in cases where not provided by AFFILIATE, supervision and instruction while at the MEDICAL CENTER.
- C. The SCHOOL faculty and staff may participate in the educational program, (i.e., clinical instruction) on request of the AFFILIATE's instructor and approval of appropriate SCHOOL supervisor.
- D. Students enrolled in AFFILIATE's health sciences educational programs conducted at the MEDICAL CENTER will be permitted to use such MEDICAL CENTER supplies and equipment as are determined by MEDICAL CENTER to be made available to perform the patient care services which are necessary to meet the clinical experience requirements of the student's educational program.

- E. Service facilities (i.e., conference rooms, parking and cafeteria) at the MEDICAL CENTER will be made available to AFFILIATE's health sciences students and faculty at such times and to the extent approved by the MEDICAL CENTER's authorized officer.
- F. Educational facilities of the SCHOOL will be made available to AFFILIATE's health sciences students and faculty at such times and to the degrees approved by the Dean of the SCHOOL, and in accord with established policy of the MEDICAL CENTER.
- G. In his/her sole discretion, the Chief Operating Officer of the MEDICAL CENTER may refuse access to clinical areas in the MEDICAL CENTER to AFFILIATE's health sciences student(s) or faculty in the event that AFFILIATE's health science student(s) or faculty member(s) violate UNIVERSITY or MEDICAL CENTER rules and regulations.
- H. UNIVERSITY has the right to request that the AFFILIATE withdraw from the MEDICAL CENTER any student who the UNIVERSITY and AFFILIATE determine is not performing satisfactorily or is not complying with the UNIVERSITY's policies, procedures, or regulations. Such request must be in writing and include a detailed statement of the reasons why the UNIVERSITY requests that the student be withdrawn. The AFFILIATE shall comply with all requests within five (5) days of receipt. Notwithstanding the foregoing provision, in the event of an emergency or if any student represents a threat to patients' safety or fails to meet UNIVERSITY standards for health, safety, cooperation or

ethical behavior, the UNIVERSITY may immediately exclude the student from the clinical areas of the MEDICAL CENTER until final resolution of the matter with the AFFILIATE.

V. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AFFILIATE

- A. The AFFILIATE will assume full responsibility for offering health science education programs accredited by the appropriate accrediting body.
- B. The AFFILIATE will initiate the development of an instructional program acceptable to both the AFFILIATE and the UNIVERSITY for using the MEDICAL CENTER and/or SCHOOL faculty, staff, resources, and facilities to meet the educational goals of the prescribed curriculum. The program will be made available to the Education Coordinator at a time agreed upon by said coordinator and the designated representative of the AFFILIATE not less than ninety (90) days prior to the beginning of the proposed program. The proposed program will be revised at the request of the MEDICAL CENTER's Director or SCHOOL's Dean in instances of conflict with MEDICAL CENTER's patient care responsibilities and/or SCHOOL's education, research and training programs.
- C. Prior to the beginning of each training period, the AFFILIATE or a designated representative shall provide the Education Coordinator with a list of the student's names and addresses for that training period.
- D. The AFFILIATE will provide the Education Coordinator with a copy of the approved curriculum for each course of study covered by this Agreement prior to the start of the clinical experience.

- E. The AFFILIATE will provide a member of the AFFILIATE faculty who is both a qualified teacher and a competent, licensed (where applicable) practitioner in the applicable health sciences field to coordinate the clinical education program with UNIVERSITY faculty and staff.
- F. Both parties will cooperate in providing orientation for AFFILIATE's faculty members to familiarize them with MEDICAL CENTER policies, practices, and facilities before assigning AFFILIATE's to institutional duties at the MEDICAL CENTER.
- G. The AFFILIATE'S faculty will be responsible for learning and observing the regulations of both AFFILIATE and MEDICAL CENTER as they apply to the circumstances of clinical teaching.
- H. The AFFILIATE will provide name badges designating student status and assure that patients are made fully aware of the student status.
- I. The AFFILIATE shall have the privilege of regularly scheduled meetings with appropriate MEDICAL CENTER and/or SCHOOL staff, including both selected floor personnel and administrative representatives for the purpose of interpreting, discussing, and evaluating the educational program in the applicable clinical experience.
- J. AFFILIATE shall certify to UNIVERSITY at the time each student first reports to the MEDICAL CENTER that the student complies with the AFFILIATE's requirements for immunizations and tests, including, but not limited to, an annual health examination, rubella, DT, tuberculin skin test and chest x-ray if determined

appropriate by the AFFILIATE. AFFILIATE shall certify to UNIVERSITY that each student has completed JCAHO and HIPAA training requirements.

VI. INDEMNIFICATION

- A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising from the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AFFILIATE, its officers, agents, or employees.
- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees, students, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UNIVERSITY, its officers, agents, or employees.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

VII. INSURANCE

A. AFFILIATE at its sole cost and expense, shall cover its activities and maintain insurance and/or program of self-insurance in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Comprehensive or Commercial Form General Liability Insurance

(contractual liability included) with limits as follows:

- (a) Each Occurrence \$2,000,000
- (b) General Aggregate (Not applicable to the Comprehensive form)
\$5,000,000

2. Professional Medical and Hospital Liability Insurance with limits as follows:

- (a) Each Occurrence \$2,000,000
- (b) General Aggregate \$5,000,000

If such insurance is written on a claims made form, following termination of the agreement, coverage shall survive for the maximum reporting period available from insurance sources. Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UNIVERSITY and AFFILIATE against other insurable risks relating to performance.

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

- B. Students of the AFFILIATE will be covered by professional liability/malpractice insurance which each student must maintain as a prerequisite for participating in the clinical training program at the Medical Center. This insurance shall be considered primary. Students must provide certificates of insurance verifying coverage and limits before participating in the program.
- C. UNIVERSITY at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:
 - 1. General Liability Insurance Program with limits as follows:
 - (a) Each Occurrence \$2,000,000
 - (b) General Aggregate \$5,000,000

2. Professional Medical and Hospital Liability Insurance with limits as follows:

- (a) Each Occurrence \$2,000,000
- (b) General Aggregate \$5,000,000

3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of AFFILIATE and UNIVERSITY against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section B.(1), (2) and (3) shall not in any way limit the liability of UNIVERSITY.

The coverages referred to under (1), of this Section B. shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, agents, employees. UNIVERSITY upon the execution of this Agreement shall furnish AFFILIATE with Certificates of Self-Insurance evidencing compliance with all requirements. UNIVERSITY shall provide advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverages.

XIII. REQUIRED NOTICES

Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service or first class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United

States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

A. Notice to the AFFILIATE shall be addressed and mailed as follows:

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

With a copy to the following:

Mary Steckler, RN, MSN, CNE
Interim Associate Dean, Health Sciences/Nursing Director Santa Ana College
1530 W. 17th Street
Santa Ana, Ca. 92706

B. Notice to UNIVERSITY shall be addressed and mailed as follows:

Director
Risk Management
UCI Medical Center 101 The City Dr.
Rte 153 Orange, CA 92868

With a copy to the following:

Susan Greco
Clinical Placement Coordinator, NQRE
UCI Health
101 The City Dr. S.
Orange, Ca. 92868

SAC-20-055

IX. ENTIRE AGREEMENT

This Agreement states the entire contract between the parties in respect to subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations, or other Agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provisions waived, only by a writing signed by the parties.

X. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the AFFILIATE and the UNIVERSITY.

XI. USE OF PARTIES' NAME

During the term of this Agreement, each party may use the other party's name to reference the business relationship created by this Agreement and to perform this Agreement, however, each party agrees that it will not use the other party's name in advertising, publicity or other promotional activity without the prior written approval of the other party. Each party agrees that it will not use the other party's word marks, seals, logos, or other trademarks without the prior written approval of the other party.

XII. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of

effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

XIII. RESPONSIBILITY FOR OWN ACTS

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have caused by such party, its employees or representatives, in the performance or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

XIV. AUTHORIZATION WARRANTY

- A. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.
- B. AFFILIATE hereby represents and warrants that the person executing this Agreement for AFFILIATE is an authorized agent who has actual authority to

bind AFFILIATE to each and every term, condition and obligation set forth in this Agreement and that all requirements of AFFILIATE have been fulfilled to provide such actual authority.

I. COOPERATION IN DISPOSITION OF CLAIMS

- A. AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims for third parties arising from services performed under this Agreement, and making witnesses available.
- B. To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of that date first appearing herein and above, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

THE REGENTS OF THE UNIVERSITY
CALIFORNIA

AFFILIATE

Steve Goldstein, MD, PhD

Vice Chancellor for Health Affairs

University of California, Irvine

Peter J. Hardash

Vice Chancellor

Business Operations/Fiscal Services

Rancho Santiago Community College District

TAX ID # 952696799

SAC-20-055

EXHIBIT # 2009

FOR THE PERIOD OF September 27, 2020 through September 26, 2023 to the

HEALTH SCIENCES PROGRAM AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

TERM AND PROGRAM DETAILS

- A. This Agreement shall become effective as of that commencement date specified in Paragraph 1, and shall continue in effect for a maximum of three (3) years unless terminated by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before six months after receipt of said notice, except that this Agreement may be terminated at any time upon written mutual consent by the AFFILIATE and the UNIVERSITY.
- B. The agreement covers only the program which has been approved by the UC Irvine Allied Health Committee, named Associate Degree in Nursing (ADN) #2009.
- C. The program purpose approved by the UC Irvine Allied Health Committee is to provide patient care experience.
- D. The maximum number of student participants in the program at any given time shall be 20-28 per semester.

- E. The physical facilities to be used and costs thereof, as stated in the original application approved by the UC Irvine Allied Health Committee, shall be UCI Medical Center 101 The City dr. S. Orange, Ca. 92868.
- F. For purposes of scheduling the training experience, the time of facility availability shall be based on program needs and availability, subject to terms V.E-G.

ADDENDUM TO UCI HEALTH SCIENCE AGREEMENTS
COVID-19 ACKNOWLEDGMENT FOR ON-SITE STUDENTS

Notwithstanding any other provision of this Agreement, School acknowledges on behalf of itself and its faculty, employees, trainees, and/or students, the following:

A healthcare emergency as defined by the Governor of the State of California currently exists as result of the COVID-19 Pandemic. Southern California, including Orange County, is currently experiencing increased infection activity throughout the population.

UC Irvine Medical Center (“UCIMC”) currently provides care and treatment to individuals who suffer from COVID 19 in both its inpatient and outpatient facilities.

School, its employees, faculty, and students individually and collectively acknowledge that participation in the training program at UCIMC may directly or indirectly expose individuals to persons suffering from COVID 19. UCIMC shall take such steps as it, in its sole discretion, shall deem necessary and appropriate to minimize the risk to students/trainees of becoming infected with COVID-19 while on the premises of UCIMC. HOWEVER, University cannot assure any student or faculty member that they will not become infected with COVID- 19 by virtue of their participation in training activities at UCIMC. As such, in addition to section VII (Indemnification) of this Agreement, School hereby agrees to defend and indemnify University from any and all claims, suits or filings, in court or otherwise, that allege or contend that as a result of negligent conduct by UCI, a student or employee of School, was infected by COVID - 19 as a result of participation in learning or training activities at UCIMC pursuant to this Agreement.

This Addendum shall only be in effect for the fall 2020 semester.

This Addendum shall have no force or effect if subsequent state or federal legislation relieves the School of liability.

School /Facility Representative:

Date: _____

University Representative:

Date: _____

SAC-20-055

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

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Extension and Amendment No. 1 to Agreement No. C-7-1833 between Orange County Transportation Authority and Santa Ana College	
Action:	Request For Approval	

BACKGROUND

On August 28, 2017, Santa Ana College entered into a pilot bus pass program with the Orange County Transportation Authority (OCTA) that provided unlimited fixed route bus rides for full and part-time Santa Ana College Students. During the three (3) year pilot program, SAC students used the College Pass and 1.8 million trips were made on the OC Bus. The original agreement expired on August 27, 2020 and in order to maintain uninterrupted services for SAC Students, the Administration initiated a 14-day Extension that expires on September 14, 2020. This Extension was necessary to complete negotiations/discussions for an amendment to the original agreement. The Extension and Amendment No. 1 to Agreement No. C-7-1833 between Orange County Transportation Authority and Santa Ana College (“Amendment”) are attached for approval by the Board of Trustees.

ANALYSIS

The 14-day Extension provided uninterrupted services to SAC students temporarily while the Amendment extends the original agreement by one academic year to expire August 31, 2021. This Extension and Amendment will allow the college to continue the bus pass program with no fee increase to students. OCTA ride and program modifications due to COVID-19 are included for reference purposes.

RECOMMENDATION

It is recommended the Board of Trustees approve the Extension and Amendment No. 1 to Agreement No. C-7-1833 between Orange County Transportation Authority and Santa Ana College, as presented.

Fiscal Impact:	Student Fees : \$5.75 for part time students and \$6.75 for full time students paid each spring and/or fall term.	Board Date: September 14, 2020
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Jennie Adams, Director, Auxiliary Services	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

1 **AMENDMENT NO. 1 TO**
2 **AGREEMENT NO. C-7-1833**

3 **BETWEEN**
4 **ORANGE COUNTY TRANSPORTATION AUTHORITY**
5 **AND**
6 **SANTA ANA COLLEGE**
7

8 **THIS AMENDMENT NO. 1** is made and entered into this 15th day of September 2020 (“Effective
9 Date”), by and between the Orange County Transportation Authority (“AUTHORITY”) and Rancho
10 Santiago Community College District, on behalf of Santa Ana College, (hereinafter referred to as
11 “COLLEGE”).

12 **WITNESSETH:**

13 **WHEREAS**, by Agreement No. C-7-1833 dated August 28, 2017, AUTHORITY and COLLEGE
14 entered into a contract for AUTHORITY to host a college pass pilot program (Program) which provides
15 unlimited fixed-route bus rides for full-time and part-time COLLEGE students (hereinafter referred to as
16 “Student” or “Students”); and

17 **WHEREAS**, AUTHORITY and COLLEGE agree to exercise the Option term extending the term
18 an additional twelve (12) months; and

19 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and COLLEGE that
20 Agreement No. C-7-1833 is hereby amended in the following particulars only:

21 A. Amend **ARTICLE 4. TERM OF AGREEMENT**, Page 4 of 12, lines 19 and 20, to delete
22 “for a three (3) year term” and in lieu thereof insert “starting August 28, 2017 through August 31, 2021
23 (“First Option Term”).

24 B. Amend **ARTICLE 4. TERM OF AGREEMENT**, Page 4 of 12, line 22, to delete “an
25 additional two (2) consecutive academic years” and in lieu thereof insert “an additional one (1)
26 consecutive academic year (“Second Option Term”).”

**AMENDMENT NO. 1 TO
AGREEMENT NO. C-7-1833**

1
2 C. Amend **ARTICLE 5. TERMS OF PAYMENT**, Page 5 of 12, lines 5 and 6, to delete “and
3 subsequent one (1) year terms” and in lieu thereof insert “Fourth Academic Year, 2020-2021, and
4 subsequent one (1) year term.”

5 D. Amend **ARTICLE 5. TERMS OF PAYMENT**, Page 5 of 12, line 13, to delete “and
6 2019-2020” and in lieu thereof insert “2019-2020, and 2020-2021.”

7 E. Append **EXHIBIT A, NOVEL CORONAVIRUS (COVID-19) PROGRAM**
8 **MODIFICATIONS**, to this Amendment No. 1 and by this reference incorporated into the Agreement.

9 The balance of Agreement C-7-1833 remains unchanged.

10 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the
11 day and year first above written.

12
13 **SANTA ANA COLLEGE**

ORANGE COUNTY TRANSPORTATION AUTHORITY

14 By _____

By _____

15 Peter J. Hardash

Pia Veesapen

16 Vice Chancellor,

Manager, Contracts and Procurement

17 Business Operations/Fiscal Services

18
19
20 APPROVED AS TO FORM:

21 By _____

22 James M. Donich

23 General Counsel



August 11, 2020

SENT VIA EMAIL

AFFILIATED AGENCIES

*Orange County
Transit District*

*Local Transportation
Authority*

*Service Authority for
Freeway Emergencies*

*Consolidated Transportation
Service Agency*

*Congestion Management
Agency*

*Service Authority for
Abandoned Vehicles*

Peter Hardash
Vice Chancellor
Business Operations and Fiscal Services
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

SUBJECT: Amendment to Agreement No. C-7-1833 between Orange County Transportation Authority and Santa Ana College for College Pass Pilot Program


Dear Mr. Hardash:

The Orange County Transportation Authority entered into Agreement No. C-7-1833 with Santa Ana College (COLLEGE) for the college pass pilot program for a three (3)-year period beginning August 28, 2017. The current term of the Agreement is set to expire on August 27, 2020. The parties desire to amend the Agreement to extend the current term for eighteen (18) days through September 14, 2020 to allow COLLEGE the time needed to obtain approval from its Board to continue the Agreement. This extension shall be on all other terms and conditions as contained in the original Agreement.

Please acknowledge your agreement with the terms of this Amendment by signing below.

Accepted and agreed to by:

SANTA ANA COLLEGE

By 
Peter J. Hardash
Vice Chancellor, Business
Operations and Fiscal Services


Dated: 08/14/2020

ORANGE COUNTY TRANSPORTATION AUTHORITY

By 
Pia Veesapen
Department Manager, Contracts and Procurement
Contracts Administration and Materials Management

Dated: 8/12/20

APPROVED AS TO FORM:

By 
James M. Donich
General Counsel

Dated: 8/12/2020

PV
BM

NOVEL CORONAVIRUS (COVID-19) PROGRAM MODIFICATIONS

Due to changes to service operation caused by the novel coronavirus (COVID-19), OCTA may temporarily not be able to use its regular pass usage and ridership systems, such as the farebox or mobile card reader.

When OCTA is unable to use its farebox or mobile card readers to report actual ridership, an estimate figure will be used for reporting. This estimate will also be used to calculate costs to be charged to the college, for agreements that use actual ridership to calculate amount owed by the college to OCTA.

OCTA will only use estimated ridership when it is not able to provide actual ridership figures and will resume providing actual ridership once possible. Any estimated ridership will be clearly noted as an estimate.

If prior year College Pass ridership is available:

- OCTA will estimate ridership using the Prior Year Actual Ridership by the college, adjusted by that month's systemwide change in ridership from the prior year. For example, if June 2020 college ridership is not available, college pass ridership will be estimated by June 2019's actual college pass ridership, decreased by the systemwide decrease in ridership for June 2020.

If prior year College Pass ridership is not available:

- OCTA will estimate student ridership for the prior year, based on student pass activity adjacent to college campuses. This estimate will then be adjusted by that month's systemwide change in ridership.

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

To:	Board of Trustees	Date:	September 14, 2020
Re:	Approval of Rancho Santiago Community College District to purchase Pipet Calibration System (PCS) by Artel		
Action:	Request for Approval		

BACKGROUND

The Pipet Calibration System (PCS) by Artel is the industry standard equipment needed by the Santa Ana College (SAC) Biotechnology Department. Artel is the only company that manufactures this equipment. Calibrating pipettes and determining the accuracy of an individual using the pipettes is a standard operating procedure within the biotechnology industry. It provides a combination, not available with these other methods, of speed, ease-of-use, economy of operation, accuracy, precision, documentation and traceability. SAC currently uses an older, outdated version of this Artel system and it is time to be replaced with new equipment and software.

ANALYSIS

If approved, students will be able to gain vital skills to keep up with industry standards. Additionally, this purchase will allow both SAC and SCC students to switch easily between the campuses. The total cost of the equipment (\$19,715) is being funded by regional and local Strong Workforce Program (SWP) allocations.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Rancho Santiago Community College District purchase of the Pipet Calibration System from Artel for Santa Ana College's Biotechnology Department, as presented.

Fiscal Impact:	\$19,715	Board Date:	September 14, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Kimberly Mathews, Director of Special Program, Career Education & Workforce Development		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		



QUOTATION

Bill To:

Santa Ana College
 1530 West 17 Street PO # Science and Math R-103
 Santa Ana, CA 92706
 US

Attention: Ms. Kathleen Takahashi**Phone:** 714-564-6628**Email:** takahashi_kathleen@sac.edu**Issue Date:**

6/9/2020 2:44 PM

Valid Until:

9/30/2020

ITEM	QTY	PART #	DESCRIPTION	\$ UNIT PRICE (USD)	EXTENDED AMOUNT
1	1.00	PCS-510	PCS Instrument Package- Includes PCS Instrument, PCS Software, Laptop (Win 10), Label Printer, Built-in Bar Code Scanner, and Startup Reagents	\$18,000.00	\$18,000.00
2	1.00	PCS-793	PCS Laptop	Included	\$0.00
3	1.00	PCS-501	PCS Instrument Boxed	Included	\$0.00
4	1.00	PCS-550	PCS Software (for all new instruments)	Included	\$0.00
5	1.00	PCS-746	Label Printer	Included	\$0.00
6	1.00	PCS-237	Plastics Kit, PCS Reagents	Included	\$0.00
7	1.00	PCS-600	PCS Instrument Calibrator Kit	Included	\$0.00
8	1.00	PCS-211	PCS Bulk Kit/50 Blank Vials, No Plastic	Included	\$0.00
9	1.00	PCS-225	PCS Range 5 Sample Solution (0.5uL - 1.99uL)	Included	\$0.00
10	1.00	PCS-226	PCS Range 6 Sample Solution (0.1uL- 0.499uL)	Included	\$0.00
11	1.00	NS-FRGHT	Freight and Shipping Charges	\$50.00	\$50.00
TOTAL:					\$18,050.00

Tax 9.25%

Total w/ tax: \$19,665.00

Freight: \$ 50.00

Total: \$19,715.00

Artel, Inc. does not collect VAT, import taxes, tariffs, duties or other taxes, which are the sole responsibility of the purchaser.

Warranty: This quote is subject to *i)* the Terms and Conditions of Sale, and *ii)* the Warranty and Software License Agreement(s) attached hereto.

Ship Date: Instrument: within four weeks of order.
Supplies: within three business days of order.

Shipping Terms US: FOB Origin, Westbrook, ME: Shipping charges prepaid and added to invoice.

Payment Terms: Net 30

Please Note: Artel Tax ID Number: 01-0387285 Artel is the sole source of the PCS and MVS
Artel has status as a small business Artel CAGE Code: 00M80

Submit Purchase Orders To: orders@artel-usa.com or Fax: (207) 854-0867

FOR NEW CUSTOMERS - <https://www.artel-usa.com/new-customer-registration-form>
Please complete this Customer Registration Form to expedite the ordering process:

Prepared by: Kerry Fairlie Account Manager



Artel, Inc. - Terms and Conditions of Sale

These Terms and Conditions of Sale ("Terms and Conditions") set forth the provisions for your purchase of Artel product(s) of any kind including software and systems ("Products"). By executing an order form for any Artel Products, you are entering into a contract with Artel, Inc. ("Artel"), and you are agreeing, individually and on behalf of the Company or other legal entity that has purchased the Artel Products ("Company" or "you"), to be bound by the following provisions.

By accepting these Terms and Conditions, you represent and warrant that you are acting on behalf of the Company, and that you have authority to bind the Company and its affiliates to these Terms and Conditions. "You" refers to you both (i) as an individual user and (ii) as an authorized representative of the company you represent.

1. PAYMENT AND SHIPPING.

1.1. Fees:

Company shall pay all fees specified in order forms. Except as otherwise specified herein, payment obligations are non-cancelable and fees paid are non-refundable.

1.2. Invoicing and Payment:

Company must provide Artel with valid and updated credit card information or with a valid purchase order or alternative document reasonably acceptable to Artel. If you provide credit card information, you authorize Artel to charge such credit card for all fees specified in the order form. If your registration specified that payment will be by a method other than a credit card, Artel will invoice Company in advance. Unless otherwise stated, invoiced charges are due NET 30 DAYS FROM THE INVOICE DATE. Company is responsible for providing complete and accurate billing and contact information to Artel and notifying Artel of any changes to such information.

1.3. Overdue Charges:

If any invoiced amount is not received by Artel by the due date, then without limiting our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

1.4. Taxes:

Artel fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Company is responsible for paying all Taxes associated with the purchase, license or use of the Products by the Company and its Authorized Users. If Artel is legally obligated to pay or collect Taxes for which Company is responsible under this Section, Artel will invoice Company and Company must pay that amount unless Company provides Artel with a valid tax exemption certificate authorized by the appropriate taxing authority.

1.5. Shipping - Inside the United States, Canada, Mexico:

Artel's standard shipping terms in the United States, Canada, and Mexico are: a) FOB Origin, Freight Prepaid and Chargeback, or b) FOB Origin, Freight Collect.

1.6. Shipping - Outside the United States, Canada, Mexico:

Artel's standard shipping terms for locations outside the United States, Canada, and Mexico are INCOTERMS 2010, FCA, Westbrook, Maine, USA. Title passes to Company at Artel's dock.

2. INDEMNIFICATION.

2.1. Infringement:

Artel agrees to defend or, at its option, to settle, any claim brought against Company for infringement of any United States patent, copyright, trade secret or trademark by the Products as delivered and to indemnify Company against all damages and costs finally assessed by a court of competent jurisdiction against Company under any such claim or action. Company agrees that Artel shall be released from the foregoing obligation unless Company has taken reasonable steps to mitigate any potential expenses and provides Artel with: (i) prompt written notice of any such claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement of such claim or action; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. Company shall have the right to employ separate counsel and participate in the defense at its own expense; provided that Artel shall remain in control of the defense. In addition, Artel may, at its sole option and expense, either: (a) procure for Company the right to use the Products; (b) replace the Products with non-infringing, functionally equivalent Products; (c) modify the allegedly infringing elements of the Products so that it is not infringing; or (d) cease to provide the Products and refund any fees paid by Company for the Products, prorated on the basis of a five-year useful life thereof. Upon exercise of option (d) in the previous sentence, Artel shall have no further obligations or liability to Company with respect to the allegedly infringing Products. Except as specified above, Artel will not be liable for any costs or expenses incurred without its prior written authorization. THE FOREGOING PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF ARTEL TO COMPANY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SOFTWARE, THE SYSTEM, OR ANY PART THEREOF.

2.2.

Company shall indemnify, defend and hold harmless Artel and its directors, officers, members, managers and employees from and against all claims, actions, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees), that may at any time be incurred by reason of any third party claim arising out of or relating to Company's use of the Products, excluding only claims described in Section 2.1. Artel shall have the right to employ separate counsel and participate in the defense at its own expense.

3. LIMITATION OF LIABILITY.

3.1. Limitation of Liability:

ARTEL'S LIABILITY TO COMPANY FOR DAMAGES WITH RESPECT TO THE PRODUCTS SHALL NOT EXCEED THE FEES ACTUALLY PAID BY COMPANY TO ARTEL PURSUANT TO THE ORDER FORM.

3.2. No Consequential Damages:

NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS, AND IRRESPECTIVE OF ANY FAULT OR NEGLIGENCE, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SALES, LOST SAVINGS, LOST PROFITS (ANTICIPATED OR ACTUAL), LOSS OF USE, DOWNTIME, INJURY TO PERSONS OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES), HOWSOEVER CAUSED, ARISING OUT OF OR RELATED TO THE PRODUCTS, WHETHER OR NOT SUCH PARTY HAS BEEN APPRISED OR NOTIFIED THAT ANY SUCH DAMAGES OR LOSSES ARE POSSIBLE OR LIKELY, AND WHETHER OR NOT ANY PERMITTED REMEDY HAS FAILED ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

3.3. Conditions:

The Parties agree that the above limitations of liability of Section 3. shall apply regardless of the form of action, whether in contract, warranty, strict liability or tort (including, without limitation, negligence of any kind, whether active or passive) or any other legal or equitable theory, but shall not apply to fees owed to Artel by Company.

4. ADDITIONAL TERMS AND CONDITIONS.

4.1. Notices:

Except as otherwise specified herein, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). All notices to the Company shall be addressed to the address on the order form submitted from Company to Artel or such address thereafter provided by a Company Authorized User.

4.2. U.S. Government Licenses:

Artel provides the Products, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Products include only those rights customarily provided to the public as defined in these Terms and Conditions. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Artel to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

4.3. Export Restrictions:

The Products, other technology Artel makes available, and derivatives thereof may be subject to export laws and regulations of the United States. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Authorized Users to access or use the Products or any content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

4.4 Miscellaneous:

4.4.1.

Neither these Terms and Conditions nor any rights under these Terms and Conditions may be transferred or assigned by Company without the prior written consent of Artel.

4.4.2.

These Terms and Conditions shall be interpreted and construed in accordance with the laws of the State of Maine, without regard to its internal conflict of law principles. In connection with any dispute arising hereunder or litigation relating hereto, the parties hereby consent and subject themselves exclusively to, and agree to waive any objections to, the jurisdiction of the federal and state courts located in Portland, Maine.

4.4.3.

In the event that any provision of these Terms and Conditions is held invalid, the remaining provisions of these Terms and Conditions shall remain in full force and effect.

4.4.4.

The failure of either party to enforce any of the provisions of these Terms and Conditions shall not be deemed to be a waiver of the right of either party thereafter to enforce any such provisions.

4.4.5.

Except for the Company's obligation to make payments to Artel, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, blackouts, governmental acts or orders or restrictions, or acts of God or terrorism, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

4.4.6.

These Terms and Conditions constitute the entire, final, complete and exclusive agreement between the parties regarding the subject matter hereof and supersede all previous agreements, intentions, or representations, oral or written, relating to the subject matter of these Terms and Conditions. Any representation or warranty not expressly contained in these Terms and Conditions will not be enforceable.

THESE TERMS AND CONDITIONS ARE A LEGAL CONTRACT THAT WILL BIND YOU AND YOUR COMPANY. YOU MAY ACCESS AND USE THE PRODUCTS ONLY IF YOU AFFIRM THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND AGREE TO ALL OF THE PROVISIONS SET FORTH HEREIN. BY EXECUTING AN ORDER FORM FOR THE PRODUCTS, YOU ARE AGREEING TO THE TERMS AND CONDITIONS SET FORTH HEREIN. YOU MAY NOT ACCESS OR USE THE PRODUCTS IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS.



Warranty and Software License Agreement – Artel PCS® and Artel PCS Software™

This Agreement sets forth the warranty terms and conditions for your purchase of the Artel PCS Pipette Calibration System (“System”), and software license terms governing your access to and use of the PCS Software (“Software”). If you wish to use the Software, you must indicate your agreement to these terms and conditions. By executing an order form for the System or the Software individually, you are entering into a contract with Artel, Inc. (“Artel”) for access to the System and the Software, and you are agreeing, individually and on behalf of the company or other legal entity that has licensed the PCS Software (“Company” or “Customer” or “you”), to be bound by the following terms and conditions.

By accepting these terms, you represent and warrant that you are acting on behalf of the Company, and that you have authority to bind the Company and its affiliates to these terms and conditions. “You” refers to you both (i) as an individual user and (ii) as an authorized representative of the company you represent.

1. RETURN POLICY.

The PCS System consists of the following components: PCS Instrument, PCS Software, Portable Computer, Label Printer, PCS User Guide, and PCS Quick Start Guide. The PCS System and its components may be returned for reimbursement within thirty (30) days of receipt if you are dissatisfied, in any way, with the system’s performance. Return shipment is at the Customer’s expense, unless covered as part of a warranty claim. For any returns, follow the instructions in Section 3 below. Reimbursement is subject to Artel’s receipt of the components in an undamaged condition and is subject to a 15% return fee. Please note that consumables and services rendered are non-refundable. PCS Software, except when purchased with a new PCS instrument, cannot be returned and is non-refundable.

2. INSTRUMENT WARRANTY.

The Artel PCS is warranted to perform as described in its labeling and in the PCS User Guide, when used in accordance with its instructions, for a period of one year from the Date of Shipment.

ARTEL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

Artel’s sole obligation and Customer’s exclusive remedy for breach of this warranty, at Artel’s option, shall be to repair or replace the component, provided Customer notifies Artel promptly, and in any event, within fifteen (15) days of the date the defect first arose. IN NO EVENT SHALL ARTEL BE LIABLE FOR ANY PROXIMATE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

This warranty is voided by misuse, alteration, repair or modification of the System, or any component thereof, by any party other than Artel, except for maintenance procedures performed by Artel or Customer as shown in the instructions.

3. ADDITIONAL TERMS APPLICABLE TO EQUIPMENT WARRANTY.

3.1 Loaner Instrument(U.S.A. and Canada only):

At request of Customer during the term of the warranty, a free-of-charge loaner for the covered component will be shipped for use (if available) while the covered component is under repair.

3.2 Return Shipment:

To return PCS instrument to Artel for warranty repair, non-warranty repair or re-certification, contact the Artel Technical Services Department. A Service Order Number (SRO) or Return Merchandise Authorization (RMA) will be issued for all returns.

Phone: 207-854-0860
Toll Free: 888-406-3463
Email: support@artel-usa.com
Ship to: Artel
25 Bradley Drive
Westbrook, ME 04092-2013
U.S.A.

3.3 Shipping Packaging:

To ensure protection of the PCS System during shipment, the original packaging should be used. Artel is not responsible for any damage to Products incurred during shipment to Artel. If original packaging is unavailable, please contact Artel for replacement packaging.

3.4 Shipping & Insurance Charges:

Inside the U.S.A., Canada and Mexico: While the PCS is covered under warranty, Artel will pay shipping and insurance costs for customer-owned and loaner equipment. Shipping is at Artel’s discretion. Unless by special arrangement with Artel, shipping charges via a Customer-specified service

or carrier will be the responsibility of Customer. Canadian and Mexican Customers are responsible for all customs duties and taxes. Artel's shipping terms for any non-warranty return to customers are FOB Destination, Freight Prepaid and Chargeback.

Outside the U.S.A., Canada and Mexico: While the PCS is covered under any warranty program, the customer will prepay shipping and insurance costs to and from Artel. Any out-of-warranty claims may also be repaired, but will result in repair, shipping and insurance charges to the customer. All International Customers are responsible for all customs duties and taxes. Artel's shipping terms for any non-warranty return to customers are INCOTERMS 2010, FCA, Westbrook, Maine, USA.

3.5 Repairs Not Under Warranty Coverage:

If repairs which do not fall under warranty coverage are required, Artel will notify Customer of the cost of these, and secure a purchase order from Customer before proceeding. These repair requirements may be the result of transit damage or misuse, and may require additional time.

3.6 Turnaround Time:

Equipment will be returned to Customer as quickly as reasonably practical. Please contact Artel to discuss any specific requirements.

4. REAGENT WARRANTY.

Artel PCS Reagents are warranted to meet the specifications described on their labeling, when used in accordance with their instructions, for a period of nine (9) months from the date of shipment, provided they remain sealed until the date of use, and are stored as described in the PCS User Guide.

ARTEL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING THE REAGENTS, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is voided by tampering with the seal, misuse, alteration, or modification of the Reagents.

Artel's sole obligation and Customer's exclusive remedy for breach of this warranty, at Artel's option, shall be to replace the Reagent, provided Customer notifies Artel promptly. IN NO EVENT SHALL ARTEL BE LIABLE FOR ANY PROXIMATE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

5. SOFTWARE LICENSE.

The Software is owned by Artel and is licensed to Customer for use according to the number of PCS Systems purchased (one PCS System or standalone PCS Software purchase entitles Customer to a single license of the PCS Software), or in special cases, conditions agreed to under a separate agreement may apply. Artel grants Customer a non-exclusive license to use the Software with a single PCS Instrument. Customer is allowed to install an unlimited number of Software Client Applications for each software license granted to Customer for the purposes of administration, configuration, data review, and maintenance.

The Software is copyright protected by Artel, Inc. with all rights reserved. No part of this software may be copied, in whole or in part without written consent from Artel except to make a backup copy for normal use.

The Artel PCS User Guide and Artel PCS Validation Guide are copyright protected by Artel, Inc. with all rights reserved. No part of the User Guide or Validation Guide may be copied, in whole or in part without written consent from Artel except to make a backup copy for normal use.

Customer shall not use, reproduce, distribute, transfer, copy, sublicense, broadcast, or commercially exploit the Software or any component thereof, except for its own internal business purposes. Without limiting the foregoing, Customer expressly agrees that it shall not, and shall not authorize any other person or entity to, translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software, nor adapt the Software, or any component thereof, in any way or use it to create a derivative work.

Artel warrants the Software against material defects in workmanship for a period of one (1) year from the Date of Shipment. In the event that the Software shall prove defective in workmanship, your sole remedy shall be the replacement of the Software. THIS IS THE ONLY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, THAT IS MADE BY ARTEL ON THE SOFTWARE. The information furnished in the Software and the user guide is believed to be accurate and reliable. However, Artel assumes no responsibility for its use.

For a period of one (1) year from the Date of Shipment, Artel shall provide to Customer updates, upgrades, new versions, bug-fixes or other modifications to the Software or the user guide. Beyond this 1 year period, Artel shall have no responsibility to provide any updates, upgrades, new versions, bug-fixes or other modifications to the Software or the user guide to the Customer, even if it makes the same available to other customers or in future releases of the Software.

THIS AGREEMENT IS A LEGAL CONTRACT THAT WILL BIND YOU AND YOUR COMPANY. YOU MAY ACCESS THE SOFTWARE AND USE THE SYSTEM ONLY IF YOU AFFIRM THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN. BY EXECUTING AN ORDER FORM FOR THE SYSTEM, YOU ARE AGREEING TO THE TERMS AND CONDITIONS SET FORTH HEREIN. YOU MAY NOT ACCESS THE SOFTWARE OR USE THE SYSTEM IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS.



SYSTEM PERFORMANCE

Time Requirements	10 data points < 3 minutes
Volume Range	0.1 μ L to 5000 μ L
Uncertainty (Inaccuracy)	0.6%
Random Error (Imprecision)	0.3%

PERFORMANCE SPECIFICATION DEFINITIONS

When collecting calibration, verification, or operator assessment data with the Artel PCS, each data point will be within the stated PCS inaccuracy specification at a statistical confidence of 95% or better.

1. When verifying the imprecision performance specification of the PCS, the liquid delivery apparatus used to dispense into the PCS Blank vial must be capable of repeatable volume delivery with a random error variability at least 3 times smaller than the PCS imprecision specification.
2. When verifying the inaccuracy performance specification of the PCS, the liquid delivery apparatus used to dispense into the PCS Blank vial must have a demonstrated uncertainty (expanded uncertainty at $k=2$) at least 3 times smaller than the PCS inaccuracy specification.
3. The number of dispenses in a single Blank vial, or in a collection of multiple Blank vials, showing results outside of the PCS inaccuracy specification will be less than 5% of the total dispenses measured.
4. The probability that a vial dispensed in this way will show a random error greater than the imprecision specification is less than 5% or one vial in 20.

Artel PCS INSTRUMENT

Size	(W x L x H): 22.4 x 33.0 x 14.7 cm (8.8" x 13.0" x 5.8")
Weight	5.7 kg (12.5 lbs.)
COM port	USB
Built in scanner	Reads 2D reagent barcodes
Operational Ambient Specifications	Temperature: 15 °C to 30 °C Relative Humidity: 10% to 90%, non-condensing
Wavelength selection	520 nm and 730 nm
Electrical Power Requirements	Voltage: 90 - 260 VAC Frequency: 50 - 60 Hz Current: 2 A maximum
Warranty	1 year

PCS COMPUTER (minimum requirements)

Processor	x64 Processor: 1.4 GHz
Memory	4 GB
I/O Ports	2 USB Connectors
Storage	40 GB of hard drive space
Operating Systems	Windows [®] 10
SQL Server	2014 (or newer) in Express, Standard, and Enterprise Editions

PCS SOFTWARE

- Provides comprehensive reporting, including audit trail and printing of calibration labels.
- Allows scheduling of operator competency assessments.
- Intuitive dashboard provides immediate overview of due calibrations and operator assessments.
- Pipettes that have been calibrated outside of PCS Software can have those calibration records uploaded and become part of the pipette's history.
- Offers digital review and approval workflow.
- Compact and portable design enables use in any laboratory.
- Performs to the same tight specifications under various laboratory conditions; no special environmental controls required.
- 21 CFR Part 11 compliance ready.
- Complies with regulatory requirements (CAP, CLIA, ISO, CLSI).
- Generates results traceable to national (NIST) and international standards (SI units).

PCS REAGENT KITS

	STANDARD	BULK
Blank Vials	12	50
Sample Solutions	One each, Range 1, 2, 3, 4	Customizable*
Transfer pipettes	12 included	sold separately
Aliquot containers	12 included	sold separately
Data Points	up to 40 data points per blank vial	
Calibration Standard	1 solution - not consumed during use	
Shelf Life	Minimum of 9 months at 15 °C to 25 °C	
Storage	Store at room temperature 15 °C to 25 °C and with minimal exposure to ambient light.	

**Based on lab's total number of pipettes, sample volume, data points, and calibration frequency, a customized kit will be configured to contain the appropriate number of sample solutions.*

PCS REAGENTS

	PART #	VOLUME RANGE (µL)
Range 1	PCS-221	≥ 200 µL - ≤ 5000 µL
Range 2	PCS-222	≥ 50 µL - < 200 µL
Range 3	PCS-223	≥ 10 µL - < 50 µL
Range 4	PCS-224	≥ 2 µL - < 10 µL
Range 5	PCS-225	≥ 0.5 µL - < 2 µL
Range 6	PCS-226	≥ 0.1 µL - < 0.5 µL

PCS INSTRUMENT CALIBRATOR KIT

Vials	4 solutions - not consumed during use
Shelf Life	Minimum of 9 months at 15 °C to 25 °C
Use	Use monthly to check instrument performance
Storage	Store at room temperature 15 °C to 25 °C and with minimal exposure to ambient light.

PATENTS

The PCS and its components are covered by patents listed at artel.co/patents.



PCS[®] Pipette Calibration System

Unique Benefits and Sole Source Document

This document describes the unique benefits of the Artel PCS Pipette Calibration System, compares the product to other methods, and describes the sole source status of the product.

Unique Design and Operational Aspects

Artel's proprietary, ultra-sensitive dual-dye ratiometric photometry technology provides:

- extremely high signal-to-noise ratio: high accuracy and precision even at extremely low volume measurements (100 nL)
- ease-of-use due to a minimum number of operational steps
- economy of operation due to broad dynamic range and application of unique ratiometric measurement process
- speed in operation resulting from a unique calculation algorithm

Comparison (in Results) to Other Methods

The PCS was developed to provide laboratories with significant improvements in pipette calibration as compared with the traditional methods: titrimetric, colorimetric and gravimetric. It provides a combination, not available with these other methods, of speed, ease-of-use, economy of operation, accuracy, precision, documentation and traceability.

- ability to perform a 10-data-point calibration complete with documentation in less than 3 minutes
- built in scanner makes it easy to recall pipette history and identify reagents
- system provides complete documentation, data management including audit trail, and facilitates compliance to 21 CFR Part 11
- calibration method is compliant to ISO 8655-7

Artel as the Sole Source of the PCS and Warranty Programs

- Artel manufactures, markets and is the sole source provider of the PCS[®] instrument, PCS Software[™], PCS reagents, PCS preventive maintenance services and warranty programs, and user training for said products.
- The PCS instrument, PCS Software, PCS consumables and reagents (Blank Solution, Range Solutions) are the components of the PCS. The components must be used in combination to operate and achieve manufacturer specifications and results that are traceable to the International System of Units (SI). Alternative components are not available from other manufacturers as the technology is proprietary to Artel.
- The PCS was developed by Artel based on its proprietary technology and is covered by numerous U.S. and foreign patents as listed at www.artel-usa.com/patents.
- In the U.S. and Canada, the PCS and PCS Software are currently sold by Artel's staff of inside and outside marketing representatives.

A handwritten signature in black ink, appearing to read "Kirby Pilcher".

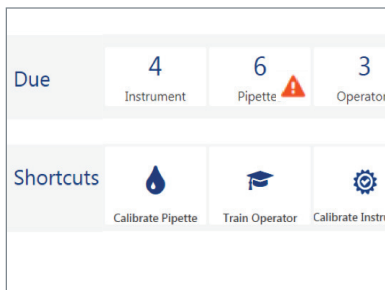
Kirby Pilcher, President, Artel

Ensure pipettes are performing properly and operator skills are standardized

Artel PCS®

Pipettes are the most frequently used instruments in the laboratory. Their performance is key to every sample dispense and dilution, and is critical for generating reliable data. The Artel PCS provides confidence in data integrity with scheduled pipette calibrations, interim performance verifications, complete documentation and pipette inventory management, even for pipettes calibrated outside of PCS Software – and it's an ideal tool for standardizing pipetting technique and assessing operator competency.

Precise calibration in a few simple steps.



1. Identify pipette.



2. Scan pipette



3. Scan calibration solutions.



4. Dispense samples.

Artel Pipette Calibration Report						
Pipette ART-101			Result PASSED			
Model	Gilson Pipetman P20		Completed	6/28/2016 1:41:57 PM		
Serial Number			Method	Example Plan, Version 1		
Nominal Volume	20.0000 µL		Calibration ID	20160628134038ART.101		
Owner	Artel Marketing (Arnel)					
Location	Sample Location					
Volume	Mean	Uncertainty	Inaccuracy	Tolerance	Imprecision	
20.00 µL	20.034 µL	1.45 %	0.17 %	5.00 %	1.61 %	
<small>Uncertainty values reported are the maximum of the comparison of calculated measurement uncertainty and dec</small>						
Replicates	Channel:1	1	2	3	4	5
200 µL		20.20	20.11	19.66	20.20	20.20

5. Obtain report.

Ideal for:

- Verifying the accuracy and precision of handheld pipettes
- Assessing and documenting operator competency
- Pipette QC and inventory management
- Complying with regulatory requirements
- Uploading calibration certificates and repair documentation, as well as summary statistics for pipettes calibrated outside of PCS Software

Gain confidence in the integrity of your data by ensuring your pipettes and their operators are working together to generate accurate and reproducible results

System Capabilities:

- Calibrates single channel pipettes from 0.1 μL to 5,000 μL in less than three minutes
- Allows scheduling of operator competency assessments
- Intuitive dashboard provides immediate overview of due calibrations and operator assessments
- Offers digital review and approval workflow
- Provides comprehensive reporting, including audit trail and printing of calibration labels
- Compact and portable design enables use in any laboratory
- Performs to the same tight specifications under various laboratory conditions; no special environmental controls required
- Generates results traceable to national (NIST) and international standards (SI units)
- Complies with regulatory requirements (CAP, CLIA, ISO, CLSI)
- Facilitates compliance to 21 CFR Part 11

Key Applications:

- Calibrate pipettes in the lab in which they are used
- Standardize pipetting technique with scheduled and documented operator competency assessments
- Conduct interim performance verifications to supplement full calibration programs
- Verify pipette performance before and after maintenance, or following outsourced service
- Upload calibration and repair certificates and input summary statistics for pipettes calibrated outside of PCS Software, including Artel Data Manager, Artel Pipette Tracker and third party or manufacturer services.
- Perform “quick checks” when pipetting performance or operator technique is in question



artel.co/PCS

“The Artel PCS ensures that our laboratory upholds the high standards required in today’s demanding environment. Having a system that is accurate and precise supports our mission of maintaining excellence in laboratory testing.”



19A6848E

Single Channel Pipette Calibration and Operator Competency Assessment Using a Dual-Dye Ratiometric Photometry System

Rebecca L. Kitchener, PhD and Nathaniel G. Hentz, PhD

Artel, Inc.

25 Bradley Drive, Westbrook, ME 04092 USA

Phone: 207-854-0860 • E-mail: nhentz@artel.co

Introduction

Handheld pipettes are the workhorse of most life sciences laboratories, and they are among the most ubiquitous laboratory instrumentation. They are the single most frequently-utilized of all calibrated laboratory instruments, yet they are often overlooked as potential sources of inaccuracy and imprecision in method development and validation. Proper pipette performance is essential to the generation of data that are both reliable and reproducible – two hallmarks of a laboratory’s reputation and success.

The success of analytical method development and validation, as well as routine assay execution is reliant upon two key requirements: first, that the instrumentation designated for the method is functioning properly¹ and second, that the operators performing the development/validation are properly trained^{2,3}. While instrument and operator qualification are regularly addressed in regulated laboratory environments, simple instruments such as handheld pipettes have a propensity to be overlooked, and their potentially compromising effects on data quality are often not considered. Many laboratories work under the assumption that operators will exercise good pipetting techniques without subjecting them to a specialized training and subsequent competency assessment program²⁻³. Similar to automated liquid handling platforms, pipettes can fail “silently” and unpredictably meaning their failure can potentially go undetected between calibration or preventive maintenance cycles. In fact, 90% of pipette failures are unexpected or unpredicted⁴. Providing pipetting technique training with regular retraining and competency assessments for operators, and regular performance verification/calibration of handheld pipettes are both considered to be best practices for minimizing error and improving data quality in method validation¹. Training and routine assessment is essential for analysts performing routine assays. In this situation, samples are typically limited and time is of essence. Furthermore, operator training and ongoing pipetting practice ensures standardization among operators while regular calibrations and interim verifications identify malfunctioning pipettes in a timely manner and minimize the potential for compromised data.

Establishing the ideal pipette calibration frequency for a laboratory requires consideration of several factors. First and foremost, regulatory organizations such as the U.S. Food and Drug Administration (FDA) provide foundational guidance as to minimum requirements for instrument calibration. In addition to that, laboratories are encouraged to assess the Mean Time Between Failure (MTBF) and the target reliability level for liquid delivery for their particular laboratory and pipettes. MTBF is the average rate at which pipette failures occur, and can be determined by tracking a group of pipettes and noting how long it takes for each one to fail. Target reliability is expressed as a percentage; for example: 95% reliability indicates that 95% of the pipettes in a laboratory population are working correctly at any given time. By considering MTBF and target reliability for a pipette population, the example graph below (Figure 1) can be used to determine the suggested calibration frequency for a particular lab⁴.

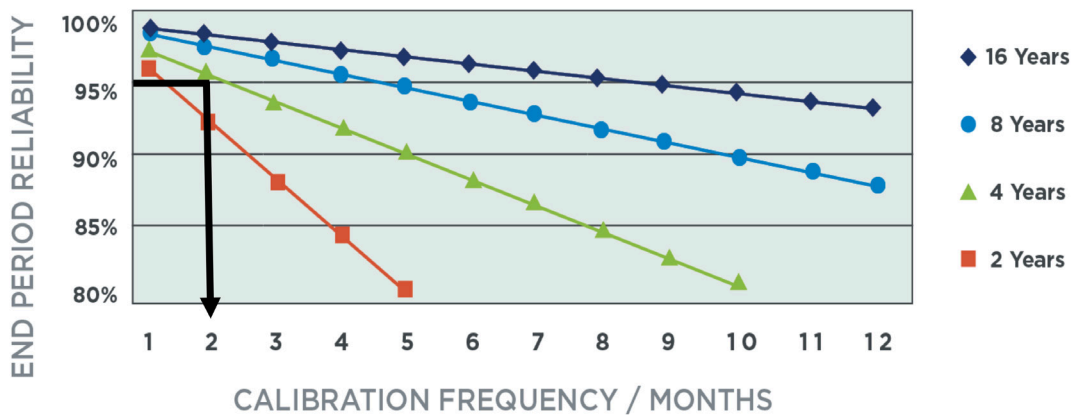


Figure 1. Determination of calibration frequency of pipettes, based on MTBF and targeted reliability.⁴

For example, a set of pipettes with a MTBF of 4 years and a target reliability level of 95%, calibrating every 2 months is recommended in order to maintain the 95% reliability level in the laboratory, as indicated by the black arrow in Figure 1. This is a considerably shorter time frame than the typical calibration frequency of 6-12 months practiced by many laboratories. In this case, the analyst would perform interim verifications (e.g., weekly, daily, or before use) to ensure no silent failure has happened since the last calibration. Incorporating an interim verification substantially increases the reliability level. Interim verification is especially important when considering most labs either send pipettes away to a metrology lab or a third party service provider to satisfy calibrations and preventive maintenance requirements. Interim verifications can be performed in the same lab where the pipettes are used.

Performance Verification Methods for Handheld Pipettes

Performance verification of pipettes typically involves dispensing several replicates of liquid aliquots and measuring the volume of each dispensed aliquot. There are three widely accepted methods for pipette calibration and performance verification: gravimetric⁵, photometric⁶, and titrimetric⁶ methods. In gravimetric performance evaluation of pipettes, volumes of dispensed liquid are weighed on a balance in accordance with either ASTM or ISO standards^{5,7}. The weight of the liquid reported by the balance is then converted to mass, which can be used to calculate volume using known conversion factors for the specific liquid. Typically, deionized water is used in this method, and balances are readily available in a typical life sciences laboratory, making the gravimetric method a popular choice among performance verification methods.

There are, however, several disadvantages to gravimetry, and these must be considered before the method is adopted for use in a laboratory environment. While gravimetric methods are generally reliable for larger volumes⁸ (>100 μL), accurate measurements of smaller volumes, such as micro- or nanoliter quantities, can be more problematic due to their propensity for rapid evaporation and vulnerability to a variety of environmental conditions. To ensure accurate measurement of microliter volumes, aliquots must be weighed on extremely sensitive balances, which can be affected by even the smallest of vibrations, drafts, electrostatic charges, or changes in the environmental conditions of the test room. These balances are typically housed on immobile marble weighing tables in a tightly controlled laboratory, meaning pipettes must then be removed from the lab or site where they are regularly used, transferred to the location of the balance, and equilibrated to the test room conditions for performance verification. This is in direct opposition to the recommended practice of calibrating pipettes in the lab where they are regularly used in order to maximize accuracy and precision and to minimize the impact of environmental changes. Furthermore, highly sensitive balances must be allowed sufficient time to settle after a sample dispense, before making the measurement, thereby decreasing the efficiency of this method and introducing a higher potential for error^{9,10}. Unfortunately, the balance settling time is user-defined and can be set to very short times, which has a direct effect on measurement uncertainty. While gravimetric analysis is certainly feasible, testing in the laboratory environment where the pipette will be used represents the true performance of the pipette.

Photometric calibration is another common method for evaluating pipette performance. In general, photometry relies upon the principle of absorbance of light and a known concentration of a chromophore (dye) in solution that absorbs light in the visible or UV spectrum. The pipette is used to deliver an aliquot of the dye to a receiving vessel; the exact delivered volume of which is considered to be an unknown. The absorbance change in the receiving vessel is read spectrophotometrically, and the volume of the aliquot can then be determined using mass balance calculations.

Instrumentation required for the photometric methods include a suitable UV-vis spectrophotometer, a measuring cell with known pathlength, a thermometer, and in case dye solutions are to be prepared in-house, an analytical balance and Class A volumetric glassware.

Approved methods of photometric calibration employ either one dye solution (single-dye photometry) or two (dual-dye ratiometric photometry). In single-dye photometry, a dye solution is dispensed into a receiving vessel (cuvette, microplate well, or measuring cell) containing a colorless diluent solution. Absorbance is analyzed, and the amount of light absorbed is proportional to the dye concentration allowing for the volume of dye added to be calculated using the principle of the Beer-Lambert Law. Single dye photometry is indeed precise and is less prone to environmental effects than gravimetry, however the use of two standardized dye solutions in ratiometric photometry allows for a higher degree of traceability, accuracy, and precision; even at extremely small liquid volumes⁹. For proper calibrations and verifications, photometric methods require well-characterized receiving vessels, calibrated and stable dye solutions, and a calibrated spectrophotometer and a calibrated analytical balance, some of which may not be readily available in every lab. Therefore, in-house photometric methods may be less cost effective than gravimetric methods for laboratories routinely measuring larger volumes, particularly greater than 100 μL . However, the precision and accuracy achieved when measuring small volumes, coupled with the cost effectiveness of quality data ultimately resulting from implementation of photometric calibration methods is unrivaled by gravimetry.

Artel's Pipette Calibration System (PCS[®]) employs the principle of dual-dye ratiometric photometry for immediate volume verification. The PCS Software allows for rapid and accurate volume measurement of aliquots dispensed by pipettes and is ideal for on-the-spot pipette verification (e.g., immediately before use, if the pipette is suspected of being damaged, has been soiled, then cleaned, etc.) as well as assessment of operator competency. Since the PCS can be employed in the analyst's laboratory, pipette failures or analyst pipetting performance issues can be identified much quicker. When the proper dyes are used, as recommended in ISO 8655 Part 7, calibration by the dual-dye ratiometric photometry method offers a number of advantages over gravimetric calibration and is capable of delivering results with less than or equal to 0.6% inaccuracy and 0.3% CV, for volumes spanning 0.1 μL to 5000 μL .

Principles of the Beer-Lambert Law

The Beer-Lambert Law states that when light is passed through a solution containing a chromophore, there is a linear relationship that exists between the concentration of the chromophore in solution and the amount of light energy the solution can absorb. Mathematically, the law is expressed as:

$$A_{\lambda} = \epsilon_{\lambda} l C$$

In this equation, A_{λ} represents the absorbance of the chromophore at a specific wavelength, or λ . The molar extinction coefficient of the chromophore at the designated wavelength is represented by ϵ_{λ} , l is the pathlength of the light traveling through the solution, and C is the concentration of the chromophore in solution. Therefore, the absorbance of the chromophore at a certain wavelength is directly proportional to the product of the extinction coefficient, the pathlength, and the concentration of the chromophore. A common application for this principle is the determination of an unknown concentration. When both the pathlength and the extinction coefficient are known, the equation can be manipulated to solve for the concentration of the chromophore in solution by reading its absorbance at a certain wavelength¹¹.

Dual-Dye Ratiometric Photometry

Artel's PCS employs the principle of dual-dye ratiometric photometry with proprietary dye chemistry to offer rapid, user-friendly, traceable, and robust volume measurement. This method of pipette calibration, as described in ISO 8655-7, is recognized for its precision, accuracy, and robustness of measurement^{6,9}. The absorbance of the two dyes (red and blue, with absorbance maxima at 520 nm and 730 nm, respectively) are examined under defined conditions and applied to the Beer-Lambert Law to generate data that is ultimately indicative of both the accuracy and precision of a handheld pipette. In dual-dye ratiometric photometry, the closely-controlled concentrations of both the red and blue dyes are known, and the molar extinction coefficients for the dyes are known and constant. The absorbance per unit pathlength can be obtained for each dye, allowing the volume of red dye dispensed by the pipette (and thus its accuracy and precision) to be calculated^{6,12-15}.

PCS Components

The PCS from Artel is designed to be compact and portable. Its small footprint facilitates not only its use in any laboratory, but also its transport between laboratories allowing for pipettes to be calibrated in the exact location where they are used. Results provided by the PCS are traceable to the SI through NIST and NPL standards, and pipette calibrations performed with the PCS conform to a variety of regulatory requirements such as CLIA and CAP. The PCS is frequently used in laboratories complying with 21 CFR Part 11, as well as laboratories accredited to various clinical, calibration, testing, and quality management standards developed by AABB, CAP, CLSI, and ISO. The components of the PCS system are listed below:

1. The Artel PCS instrument reliably reads and reports absorbance at 520 nm and 730 nm. The instrument has an onboard barcode scanner, automated open/close lid, and vial-mixing capabilities.
2. Artel PCS Software drives the PCS and allows for scheduling of pipette calibrations, interim performance verifications, pipette inventory management, pipette operator training and competency assessments, and documentation management. The software facilitates compliance with 21 CFR Part 11 through the implementation of electronic signatures, audit trail, unique user accounts with passwords, and secure databases. It also allows e-mail notifications, customized user level controls, and a fully digital review, approval and sign-off process.
3. A laptop computer compatible with PCS Software allows the PCS instrument to be easily transported from lab to lab. The software can also be deployed on a network, which facilitates remote access, reporting, and review by quality management.
4. A label printer is included for generation of barcode and pipette calibration labels.
5. PCS sample solutions accommodating volume ranges from 0.1 μL to 5,000 μL (Table 1). The results from using the PCS sample solutions are traceable to the International System of Units (SI) through NIST and NPL standards.

Table 1. PCS Sample solutions and associated pipette volumes.

Sample Solution	Pipette Volume
1	200 μL - 5,000 μL
2	50 μL - 199 μL
3	10 μL - 49.9 μL
4	2.0 μL - 9.9 μL
5	0.50 μL - 1.99 μL
6	0.10 μL - 0.499 μL

6. The PCS Instrument Calibrator Kit allows for quick and easy instrument calibration by the user. The Calibrator Kit contains 4 vials of different calibration solutions that remain sealed and are reusable so that the user can calibrate the PCS as frequently as needed. Since the PCS can be easily calibrated on site there is no need for a technical specialist to perform the calibration.

PCS Workflow

The operation of the PCS follows a facile workflow that can be completed within minutes. Guided by easy-to-follow instructions, the entire process can be seamlessly introduced into any laboratory environment. The basic workflow includes five elements (e.g., select pipette, select task, scan reagents, dispense sample, and review results), where the basic process is shown in Figure 2.

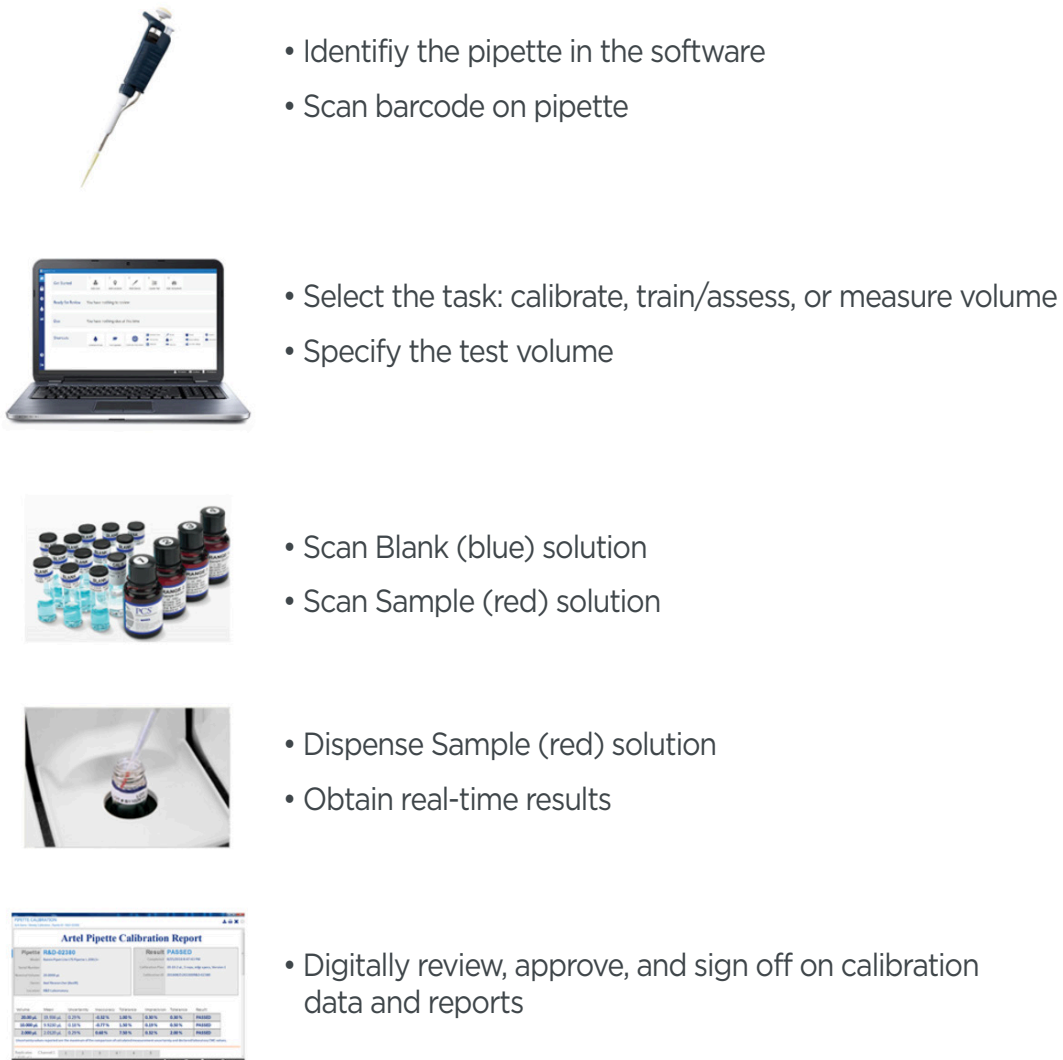


Figure 2. PCS workflow summary.

PCS Applications

The PCS has several useful applications that can be performed in any laboratory, depending on needs.

Calibration is traditionally performed by an in-house metrology lab or by a third party service provider. This function is performed at routine intervals by a qualified specialist during, and sometimes as part of preventive maintenance. The calibration procedure typically consists of a performance check (as-found calibration), followed by device maintenance and adjustment, if needed, then the final as-left calibration. This is often an iterative approach.

Training and competency assessment is a necessary mechanism to ensure standardized pipetting technique across various pipette operators and labs within an organization. Training is especially important for new employees regardless of experience. Additionally, the PCS is used to verify operator competency, which usually occurs at regular, pre-scheduled intervals. It can also be administered as a result of increasing assay variability, or as part of a CAPA (corrective and preventive action), if within a cGMP regulated laboratory. By taking a proactive stance and establishing a training and competency assessment program, regardless of whether an issue occurred, the cost of failure is minimized.

Furthermore, a training and competency assessment program makes users constantly aware of the importance of pipetting technique, thus improving the likelihood of assay success. An example of the importance of training is shown in Figure 3. This example highlights the results of two short course cohorts, where the participants pipetted as they normally would without guidance (Pre-Training). After evaluating results and discussing proper technique, the same two cohorts pipetted again, with instructor guidance (Post-Training). As can be seen from these results, there is a drastic improvement in pipetting performance regardless of experience.

Interim performance verifications can be used to supplement full calibration programs. By performing verifications between calibration cycles, users can spot pipette malfunctions as early as possible, thus shortening the time a corrective action needs to take place for non-conforming performance. Interim performance verifications are especially important in regulated labs, where the cost of failure is higher. Interim performance verifications can also be used to determine calibration frequency, and results of interim verifications often become part of a pipette's official performance record.

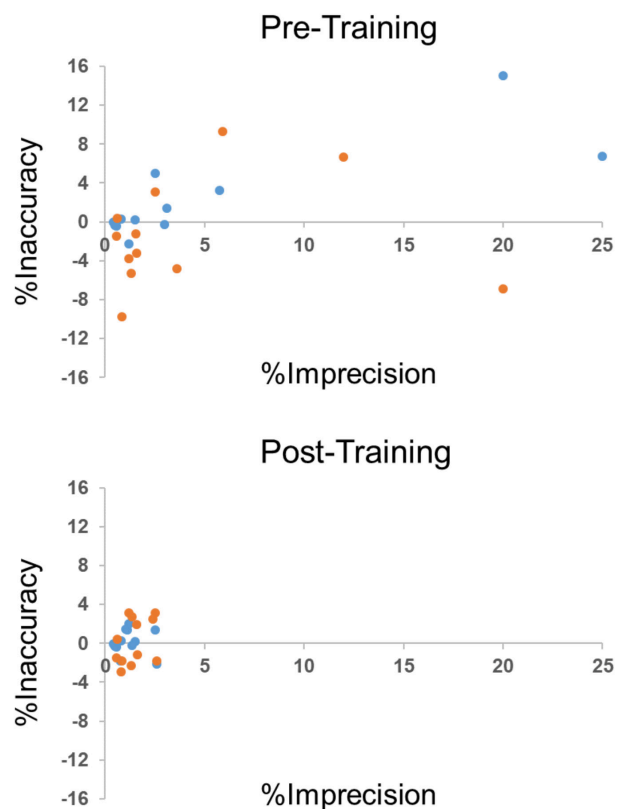


Figure 3. Effect of training on pipetting performance for two different cohorts of industry short course attendees (● Cohort 1 and ● Cohort 2).

Quick check is an application that is often used in many laboratories, whereby a user checks the performance because something is suspect. Examples include dropping a pipette on the lab bench or floor, trying new pipette tips, routine assay results show an out of specification trend, etc.

Summary

This whitepaper presents the dual-dye ratiometric photometry technology behind the industry-leading Artel PCS. The PCS platform provides a fully integrated and streamlined approach to pipette calibrations, interim verifications, operator training and competency assessments, as well as results that are traceable to the SI through NIST and NPL standards. The workflow includes an easy-to-follow software interface and allows an all-digital review and approval system and allows for seamless integration into any regulated environment which uses handheld pipettes. The PCS facilitates a laboratory's compliance with all regulatory requirements for pipette calibration, interim verification, operator training and competency assessments, as well as electronic record keeping according to 21 CFR part 11. The PCS assists the laboratory manager in maintaining an audit-ready state of pipette calibration and operator training documentation, and by increasing confidence in the laboratory's data integrity.

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Artel designs, develops, manufactures, distributes and supports analytical systems including instruments, consumables and software for quality assurance applications in laboratory liquid handling. The Company also provides related training and on-site services.

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

To:	Board of Trustees	Date:	September 14, 2020
Re:	Approval and Certification of Santa Ana College School of Continuing Education High School Diploma Program Graduate List 2019-2020		
Action:	Certification of High School Diploma Graduates for 2019-2020		

BACKGROUND

Adult Basic Education/High School Subjects is an authorized/mandated area for community college noncredit programs. The Santa Ana College School of Continuing Education thereby offers the necessary course work and proficiencies that lead toward the attainment of a high school diploma.

ANALYSIS

The attached 123 graduates have completed all High School Diploma Program requirements for the academic year 2019-2020.

RECOMMENDATION

It is recommended that the Board of Trustees approve and certify the Santa Ana College School of Continuing Education High School Diploma Program Graduate List 2019-2020, as presented.

Fiscal Impact:	None	Board Date:	September 14, 2020
Prepared by:	James Kennedy, Ed.D., Vice President, Santa Ana College, School of Continuing Education		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		



SANTA ANA COLLEGE School of Continuing Education

*Office of the Vice President
2900 West Edinger Avenue
Santa Ana, CA 92704
(714) 241-5708
FAX (714) 434-7920*

Inter-office Memo

Date: August 24, 2020
To: Dr. Marilyn Flores, Interim President
From: Dr. James Kennedy, Vice President, School of Continuing Education
Subject: SCHOOL OF CONTINUING EDUCATION 2019-2020
HIGH SCHOOL DIPLOMA GRADUATES

We are requesting submittal of the attached list of Santa Ana College School of Continuing Education High School Diploma 2019-2020 graduates to the Board of Trustees for certification on September 14, 2020.

Thank you.

JK/ig

**Santa Ana College
School of Continuing Education
2019– 2020 Adult High School Graduates**

ABARCA ALVAREZ, BRISA	GONZALEZ, RAYMUNDO	NGUYEN, SONG HUONG
ACUNA, ITZEL	GONZALEZ, RENE	NGUYEN, THAI
AGUILAR, VERONICA	GUERRERO, MARIA	NUNEZ, ALEXIS
AGUILAR, YAQUELI	HAIDER, REZA	ORTIZ, IVAN
ALCINA, JOSHUA	HERNANDEZ TORRES, ERIKA	PENALOZA ESCOBEDO, MARTHA
ALVAREZ, KRISTA	HERNANDEZ, ERENDIRA	PEREZ ROJAS, ANTONIO
ATUATASI, UATOA	HERNANDEZ, ERIK	PEREZ, JULIO
AVALOS, MARTIN	HERNANDEZ, VERONICA	PHAM, NGAN
AYALA, ISABEL	HERRERA, STEPHANIE	REYES, LILIA
BAHENA, GISELA	HOANG, NHAT	RIVERA CRUZ, CYNTHIA
BARIL, RICHARD	JAVIAN, RICARDO	RIVERA LOPEZ, AARON
BAUTISTA, OFELIA	JUAREZ, ILEANA	RIVERA, ANTHONY
BENDALL, DESTINIE	LE, HAN	RUIZ, CHRISTOPHER
BIEN, HUNG	LE, MINH	SALAZAR, WILBUR
BLANCO, DANIELA	LE, VAN	SALGADO GUZMAN, DIANA
BOULOS, RAFAEL	LONO, MITSHELL	SALGADO, MARVIN
CABELLO ESTRADA, EDWIN	LOPEZ, JUSTINO	SANCHEZ, ANDREA
CALZADA, RUBY	MACIAS, JAVIER	SANCHEZ, DAISY
CAO, NGUYEN	MAI, THANH	SANDOVAL, PATRICIA
CARLIN, GREG	MARAVILLA, ADRIANA	SANTOS, PRISMA
CARRETO, CARMELA	MEDINA, MARTHA	SEAMAN, NAZARETH
CASILLAS, ANTHONY	MENDEZ, WILLIAN	TAPIA, DAVID
CHAIDEZ, JESSICA	MENDOZA, JAIME	THAI, GIAHUY
CIFUENTES, GUILLERMO	MENDOZA, ROSA	TRAN, SOI LINH
CONTRERAS, ANAIT	MENESES, HENRY	TRAN, THI
COREAS, ENNA	MESA, TOMMY	TREJO GONZALEZ, MARIA
CORONA, HENRY	MILLAN, MARILYN	TRUONG, HOANG
CORTEZ, MARIA	MIRANDA, IRENE	VALDEZ, JUAN
DANG, TUAN	MIRANDA, ROSA	VARGAS III, ARTHUR
DIAZ, ARLETTE	MONTOYA, MARTHA	VARGAS, JACOB
DIAZ, CUAUHTEMOC	MORA, SANDRA	VEGA, JULIAN
DIAZ, ROBERTO	MORALES, CRISTOPHER	VENTURA, KELLY
DINH, PHUC	MUNOZ, SELENA	VU, CHUONG
DUONG, NGOC MINH HIEU	NAVA, SILVIA	VU, LYNH
ELIAS, ORLANDO	NGO, MINH	WAGNER, KRISTINE
FARIAS, JOSE	NGUYEN, DENIS	WARRICK, NOAH
FERNANDEZ, ANA	NGUYEN, DUC HUY	YANG, QI
FRANCO PEREZ, FREDDY	NGUYEN, HAU	ZAMORA TORRES, MONICA
GALVAN, ANAHI	NGUYEN, HOA	Student opted to not be listed
GARCIA, LUIS	NGUYEN, HOANG	Student opted to not be listed
GIL MORENO, ROSA	NGUYEN, HONG	Student opted to not be listed

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College Division of Continuing Education**

To:	Board of Trustees	Date:	September 14, 2020
Re:	Approval and Certification of Santiago Canyon College Division of Continuing Education High School Diploma Program Graduate List 2019-2020		
Action:	Certification of High School Diploma Graduates for 2019-2020		

BACKGROUND

Adult Basic Education/High School Subjects is an authorized/mandated area for community college noncredit programs. The Santiago Canyon College Division of Continuing Education thereby offers the necessary course work and proficiencies that lead toward the attainment of a high school diploma.

ANALYSIS

The attached 47 graduates have completed all High School Diploma Program requirements for the academic year 2019-2020.

RECOMMENDATION

It is recommended that the Board of Trustees approve and certify the attached list of Santiago Canyon College Division of Continuing Education High School Program graduate list 2019-2020.

Fiscal Impact:	None	Board Date:	September 14, 2020
Prepared by:	James Kennedy, Ed.D., Vice President, SCC Division of Continuing Education		
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		



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What happens here matters.

Inter-Office Memorandum

Office of the Vice-President

To: Jose F. Vargas, Interim President
Santiago Canyon College

Date: 8/25/2020

From: James Kennedy, Vice President
SCC Continuing Education

Subject: High School Diploma Graduates 2019-2020

The following is the list of the Santiago Canyon College Division of Continuing Education High School Diploma Graduates for the 2019-2010 academic year. We proudly submit Forty-Seven (47) student names to the Board of Trustees for certification.

- | | |
|-------------------------------------|------------------------------------|
| 1. Alonso, Josefina | 25. Morris, Justin Mychal |
| 2. Arispe, Yael | 26. Nieto, Rosa |
| 3. Bass, Devin | 27. Ongay, Angelina |
| 4. Berumen, Sonia | 28. Ortizo, April |
| 5. Berumen Ramirez, Omar | 29. Palomo, Dixie |
| 6. Collins, Rachel | 30. Quintanilla, Patricia |
| 7. Corrales, Therese Augustine | 31. Ramirez, Alejandra |
| 8. De la Cruz Goenaga, Maria Teresa | 32. Renteria, Dolores |
| 9. De la Rosa, Joel R. | 33. Rivas, Gary |
| 10. Do-Trinh, William | 34. Rivera, Elizabeth |
| 11. Esquer, Amelia | 35. Rosas, Anita |
| 12. Gaviria Escobar, Valerie | 36. Shores, Arthur Wayne |
| 13. Giordano, Nicole H. | 37. Silva, Briana |
| 14. Gonzalez, Marco | 38. Silva, David |
| 15. Hernandez, Nicolas | 39. Talamantes, Kimberly |
| 16. Jaime, Alexander | 40. Trevino, Rick |
| 17. Herrera, Phillip | 41. Valle, Leslie |
| 18. Jasso-Aguilar, Patricia | 42. Student opted to not be listed |
| 19. Latta, Craig J. | 43. Student opted to not be listed |
| 20. Lee, Justin | 44. Student opted to not be listed |
| 21. Mendoza, Elizabeth | 45. Student opted to not be listed |
| 22. Mendy, Dieynaba | 46. Student opted to not be listed |
| 23. Menzel, Megan | 47. Student opted to not be listed |
| 24. Molina, Kathleen D. | |

INTERIM PRESIDENT: Jose F. Vargas

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES: Claudia C. Alvarez • Arianna P. Barrios • John R. Hanna • Zeke Hernandez
Lawrence "Larry" R. Labrado • Phillip E. Yarbrough

CHANCELLOR: Marvin Martinez

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

To:	Board of Trustees	Date: September 14, 2020
Re:	Confirmation of Santa Ana College Associate Degrees and Certificates Awarded in Intersession and Spring 2020	
Action:	Request for Approval	

BACKGROUND

Attached is a list of students who successfully completed coursework at Santa Ana College leading to an associate in arts degree, associate in arts for transfer degree, associate in science degree, associate in science for transfer degree, certificate of achievement, and/or certificate of proficiency for Intersession and Spring 2020. Also attached are the statistical tables indicating degrees and certificates awarded by major ([view document](#)).

ANALYSIS

Santa Ana College awarded 1804 Associate Degrees at the conclusion of the Spring 2020 session, and 116 at the conclusion of Spring Intersession term 2020. The area that showed the largest increase is in Liberal Arts, with 467 degrees awarded in Spring 2019 and 538 in Spring 2020.

Santa Ana College continues the process of Certificate Track to auto-award students who earned Certificates of Achievement and Proficiency. As a continued result of this process, Santa Ana College awarded 1448 Certificates of Achievement/Proficiency at the conclusion of the Spring 2019 session and 1519 in Spring 2020 respectively.

RECOMMENDATION

It is recommended that the Board of Trustees confirm the list of recipients of Santa Ana College Associate Degrees and Certificates awarded in Intersession and Spring 2020, as presented.

Fiscal Impact:	None	Board Date: September 14, 2020
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment Services and Student Support	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College – Student Services

To:	Board of Trustees	Date: September 14, 2020
Re:	Confirmation of Associate Degrees and Certificates Awarded in Spring 2020	
Action:	Request for Approval	

BACKGROUND

A list of students who successfully completed coursework at Santiago Canyon College leading to an associate of arts degree, associate in arts for transfer degree, associate of science degree, associate in science for transfer degree, certificate of achievement, and/or certificate of proficiency for Spring 2020, including Intersession is presented ([view document](#)). Statistical tables showing degrees and certificates awarded by major are included

ANALYSIS

Santiago Canyon College awarded 789 associate degrees, 455 associate degrees for transfer, 696 certificates of achievement and 53 certificates of proficiency in Spring 2020.

RECOMMENDATION

It is recommended that the Board of Trustees confirm the associate degrees and certificates awarded in Spring 2020.

Fiscal Impact:	None	Board Date: September 14, 2020
Prepared by:	Syed Rizvi, Vice President of Student Services	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College
Academic Affairs

To: Board of Trustees	Date: September 14, 2020
Re: Approval of Amendment of eLumen Client Services Agreement to Extend through June 30, 2023	
Action: Request for Approval	

BACKGROUND

Through the California Community College Chancellor's Office (CCCCO) Institutional Effectiveness Partnership Initiative (IEPI) Partnership Resource Team process, the IEPI assembled a team of experts to help SCC develop an Innovation & Effectiveness Plan to address identified challenge(s). Once approved by the CCCCCO, seed funding of \$200,000 was provided to assist the institution in carrying out the developed plan. SCC's identified challenge was to identify and implement technology that would help manage the institution's integrated planning processes. Through the IEPI process, eLumen was identified as SCC's software solution of choice that will help the college better manage its curriculum and catalog, student learning outcomes and assessments, annual planning, program review, and resource allocation processes. RSCCD entered into an agreement with eLumen, on behalf of SCC, for July 2018 through June 2020 ([view agreement](#)).

ANALYSIS

Santiago Canyon College has fully transitioned all course and program curriculum to the new eLumen system, has completed comprehensive program review for academic areas using eLumen, and has begun assessing course and program student learning outcomes using eLumen. In order to continue the implementation and development of eLumen at Santiago Canyon College for curriculum management, integrated planning, and outcomes assessment, an amendment is needed to the existing agreement to extend eLumen services to June 30, 2023.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendment of eLumen client services agreement to extend through June 30, 2023.

Fiscal Impact:	\$157,533.79	Board Date: September 14, 2020
Prepared by:	Martin Stringer, Interim Vice President Academic Affairs Aaron Voelcker, Dean Institutional Effectiveness, Library & Learning Support Services	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	

Schedule A

Amending Rancho Santiago Community College District (on behalf of Santiago Canyon College)/eLumen Client Services Agreement dated June 25, 2018

TERM and FEE SCHEDULE

Effective Date: June 5, 2020

- 1. **Term** The initial term of this Amendment shall be from June 5, 2020 to June 30, and hereby amends the Rancho Santiago Community College District eLumen software agreement.
- 2. **Payment Term:** Due and payable upon receipt of an invoice, net 30 days.
- 3. **Fees:** Fees for eLumen® Software modules are detailed below. The actual fees accrued for eLumen® Software will vary based on the modules and number of FTES licensed to Client which, per IPEDS (see below) is 6,586.

<https://nces.ed.gov/ipeds/datacenter/institutionprofile.aspx?unitId=399212>

Item	June 5, 2020 to June 30, 2021*	July 1, 2021 to June 30, 2022	July 1, 2022 to June 30, 2023
eLumen for SLO Assessment and Strategic Initiative (including EMSI Data Integration)	\$33,354.87	\$32,071	\$33,033
eLumen for Curriculum and Catalog Management (including EMSI Data Integration)	\$33,354.87	\$32,071	\$33,033
Less: Applicable Discounts	(\$13,341.95)	(\$12,828)	(\$13,213)
TOTALS	\$53,367.79	\$51,313	\$52,853

*Includes pro-rata amounts for an additional 26 days to align the renewal cycle with the Santiago Canyon College/Rancho Santiago Community College District Fiscal Year.

- 4. **Additional Support** Requests for support that are beyond the scope of Standard Support (“Additional Support”) may be made and shall be at billed at \$250/hour
- 5. **Fee Schedule Changes** Except as provided in Section 3a of the Agreement, this Fee Schedule may only be amended by the written agreement of the Parties.

By their signatures below, the Parties accept the foregoing Fee Schedule.

For eLumen[®], Inc.:	Rancho Santiago Community College District
<u>Name:</u> Steve Cohen	<u>Name:</u> Peter J. Hardash
<u>Title:</u> Chief Financial Officer	<u>Title:</u> Vice Chancellor, Business Oper/Fiscal Serv
<u>Date:</u> September 15, 2020	<u>Date:</u> September 15, 2020

Rancho Santiago Comm Coll District
 Bank Code: 92 District Funds

Board Meeting of 09/14/20
 Check Registers Submitted for Approval
 Checks Written for Period 07/29/20 Thru 08/31/20

AP0020
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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68395	General Fund Unrestricted	0.00	209.76	-209.76	92*0535596	92*0535596
68437	General Fund Unrestricted	0.00	138.00	-138.00	92*0538493	92*0538493
68481	General Fund Unrestricted	0.00	972.62	-972.62	92*0539618	92*0539618
68512	General Fund Unrestricted	407,787.52	0.00	407,787.52	92*0540082	92*0540162
68515	General Fund Unrestricted	67,069.77	0.00	67,069.77	92*0540170	92*0540230
68520	General Fund Unrestricted	138.00	0.00	138.00	92*0540239	92*0540239
68521	General Fund Unrestricted	380.85	0.00	380.85	92*0540240	92*0540248
68522	General Fund Unrestricted	2,848,578.67	0.00	2,848,578.67	92*0540250	92*0540290
68528	General Fund Unrestricted	210,731.86	0.00	210,731.86	92*0540315	92*0540359
68529	General Fund Unrestricted	3,125.90	0.00	3,125.90	92*0540300	92*0540314
68530	General Fund Unrestricted	684,459.72	0.00	684,459.72	92*0540372	92*0540436
68533	General Fund Unrestricted	53,219.75	0.00	53,219.75	92*0540445	92*0540490
68538	General Fund Unrestricted	116,457.68	0.00	116,457.68	92*0540508	92*0540591
68544	General Fund Unrestricted	5,629.20	0.00	5,629.20	92*0540615	92*0540635
68545	General Fund Unrestricted	108,991.91	0.00	108,991.91	92*0540639	92*0540657
Total Fund 11 General Fund Unrestricted		\$4,506,570.83	\$1,320.38	\$4,505,250.45		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68512	General Fund Unrestricted	1,369,278.33	0.00	1,369,278.33	92*0540080	92*0540161
68515	General Fund Restricted	2,961,948.00	0.00	2,961,948.00	92*0540168	92*0540229
68522	General Fund Restricted	4,609,184.59	0.00	4,609,184.59	92*0540249	92*0540289
68528	General Fund Restricted	426,642.82	0.00	426,642.82	92*0540322	92*0540366
68530	General Fund Unrestricted	1,911,817.39	0.00	1,911,817.39	92*0540370	92*0540437
68533	General Fund Restricted	827,958.84	0.00	827,958.84	92*0540448	92*0540488
68538	General Fund Restricted	1,765,094.67	0.00	1,765,094.67	92*0540520	92*0540590
68545	General Fund Restricted	163,360.30	0.00	163,360.30	92*0540636	92*0540662
Total Fund 12 General Fund Restricted		<u>\$14,035,284.94</u>	<u>\$0.00</u>	<u>\$14,035,284.94</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68512	GF Unrestricted One-Time Func	16,362.31	0.00	16,362.31	92*0540078	92*0540160
68515	GF Unrestricted One-Time Func	76,881.44	0.00	76,881.44	92*0540167	92*0540215
68522	GF Unrestricted One-Time Func	5,688.79	0.00	5,688.79	92*0540253	92*0540291
68528	GF Unrestricted One-Time Func	8,505.77	0.00	8,505.77	92*0540320	92*0540361
68530	GF Unrestricted One-Time Func	19,515.20	0.00	19,515.20	92*0540374	92*0540409
68533	GF Unrestricted One-Time Func	7,126.12	0.00	7,126.12	92*0540451	92*0540491
68538	GF Unrestricted One-Time Func	65,385.08	0.00	65,385.08	92*0540507	92*0540581
Total Fund 13 GF Unrestricted One-Time		\$199,464.71	\$0.00	\$199,464.71		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68513	Child Development Fund	8,348.93	0.00	8,348.93	92*0540163	92*0540165
68516	Child Development Fund	2,034.95	0.00	2,034.95	92*0540231	92*0540234
68531	Child Development Fund	3,043.80	0.00	3,043.80	92*0540438	92*0540440
68534	Child Development Fund	31,478.40	0.00	31,478.40	92*0540492	92*0540493
68539	Child Development Fund	3,250.00	0.00	3,250.00	92*0540592	92*0540592
68546	Child Development Fund	2,611.08	0.00	2,611.08	92*0540663	92*0540663
Total Fund 33 Child Development Fund		\$50,767.16	\$0.00	\$50,767.16		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68514	Capital Outlay Projects Fund	26,337.00	0.00	26,337.00	92*0540166	92*0540166
68517	Capital Outlay Projects Fund	24,408.54	0.00	24,408.54	92*0540235	92*0540235
68523	Capital Outlay Projects Fund	19,387.27	0.00	19,387.27	92*0540292	92*0540295
68532	Capital Outlay Projects Fund	43,059.30	0.00	43,059.30	92*0540441	92*0540444
68535	Capital Outlay Projects Fund	26,337.00	0.00	26,337.00	92*0540494	92*0540494
68540	Capital Outlay Projects Fund	115,362.75	0.00	115,362.75	92*0540593	92*0540600
68547	Capital Outlay Projects Fund	45,398.08	0.00	45,398.08	92*0540664	92*0540665
Total Fund 41 Capital Outlay Projects Fun		\$300,289.94	\$0.00	\$300,289.94		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68518	Bond Fund, Measure Q	13,357.68	0.00	13,357.68	92*0540236	92*0540237
68524	Bond Fund, Measure Q	7,784.39	0.00	7,784.39	92*0540296	92*0540297
68536	Bond Fund, Measure Q	2,493,289.84	0.00	2,493,289.84	92*0540495	92*0540496
68541	Bond Fund, Measure Q	132,913.04	0.00	132,913.04	92*0540601	92*0540605
Total Fund 43 Bond Fund, Measure Q		<u>\$2,647,344.95</u>	<u>\$0.00</u>	<u>\$2,647,344.95</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68527	Property and Liability Fund	7,449.04	0.00	7,449.04	92*0540367	92*0540368
Total Fund 61 Property and Liability Fund		<u><u>\$7,449.04</u></u>	<u><u>\$0.00</u></u>	<u><u>\$7,449.04</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68519	Workers' Compensation Fund	4,216.24	0.00	4,216.24	92*0540238	92*0540238
68526	Workers' Compensation Fund	61,891.33	0.00	61,891.33	92*0540369	92*0540369
68542	Workers' Compensation Fund	14,321.31	0.00	14,321.31	92*0540606	92*0540606
68548	Workers' Compensation Fund	28,836.17	0.00	28,836.17	92*0540666	92*0540666
Total Fund 62 Workers' Compensation Fu		\$109,265.05	\$0.00	\$109,265.05		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68525	Student Financial Aid Fund	130,400.00	0.00	130,400.00	92*0540298	92*0540299
68537	Student Financial Aid Fund	10,000.00	0.00	10,000.00	92*0540497	92*0540506
68543	Student Financial Aid Fund	8,000.00	0.00	8,000.00	92*0540607	92*0540614
68549	Student Financial Aid Fund	349,803.00	0.00	349,803.00	92*0540667	92*0540668
Total Fund 74 Student Financial Aid Fund		\$498,203.00	\$0.00	\$498,203.00		

SUMMARY

Total Fund 11 General Fund Unrestricted	4,505,250.45
Total Fund 12 General Fund Restricted	14,035,284.94
Total Fund 13 GF Unrestricted One-Time Fund	199,464.71
Total Fund 33 Child Development Fund	50,767.16
Total Fund 41 Capital Outlay Projects Fund	300,289.94
Total Fund 43 Bond Fund, Measure Q	2,647,344.95
Total Fund 61 Property and Liability Fund	7,449.04
Total Fund 62 Workers' Compensation Fund	109,265.05
Total Fund 74 Student Financial Aid Fund	498,203.00
Grand Total:	<u><u>\$22,353,319.24</u></u>

Checks Written for Period 07/29/20 Thru 08/31/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A2007531	SAC Diversified Agency Fund	5,572.03	0.00	5,572.03	1A*0002355	1A*0002358
1A2008315	SAC Diversified Agency Fund	12,134.75	0.00	12,134.75	1A*0002359	1A*0002365
1A2008422	SAC Diversified Agency Fund	244.04	0.00	244.04	1A*0002366	1A*0002368
1A2008529	SAC Diversified Agency Fund	1,178.44	0.00	1,178.44	1A*0002369	1A*0002374
Total 1A SAC Diversified Agency Fund		\$19,129.26	\$0.00	\$19,129.26		

Checks Written for Period 07/29/20 Thru 08/31/20

<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>
1B2007531	SAC Bookstore Fund	3,975.65	2,493.89	1,481.76	1B*0002500	1B*0002501
1B2008315	SAC Bookstore Fund	19,568.74	5,320.00	14,248.74	1B*0002502	1B*0002509
1B2008422	SAC Bookstore Fund	316,651.41	224,669.91	91,981.50	1B*0002510	1B*0002552
1B2008529	SAC Bookstore Fund	28,347.08	21,260.31	7,086.77	1B*0002553	1B*0002556
Total 1B SAC Bookstore Fund		<u>\$368,542.88</u>	<u>\$253,744.11</u>	<u>\$114,798.77</u>		

Checks Written for Period 07/29/20 Thru 08/31/20

<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>
1C2008315	SAC Community Education Fund	23,089.60	0.00	23,089.60	1C*0001266	1C*0001276
1C2008422	SAC Community Education Fund	90.00	0.00	90.00	1C*0001277	1C*0001277
Total 1C SAC Community Education Fund		<u>\$23,179.60</u>	<u>\$0.00</u>	<u>\$23,179.60</u>		

Checks Written for Period 07/29/20 Thru 08/31/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S2008422	SAC Associated Students Fund	17,651.12	0.00	17,651.12	1S*0001730	1S*0001731
1S2008529	SAC Associated Students Fund	1,361.44	0.00	1,361.44	1S*0001732	1S*0001737
Total 1S SAC Associated Students Fund		<u>\$19,012.56</u>	<u>\$0.00</u>	<u>\$19,012.56</u>		

Checks Written for Period 07/29/20 Thru 08/31/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T2007531	SAC Diversified Trust Fund	16,858.41	0.00	16,858.41	1T*0001980	1T*0001985
1T2008315	SAC Diversified Trust Fund	5,522.54	0.00	5,522.54	1T*0001986	1T*0001992
1T2008422	SAC Diversified Trust Fund	911.77	0.00	911.77	1T*0001993	1T*0001995
1T2008529	SAC Diversified Trust Fund	4,762.23	0.00	4,762.23	1T*0001996	1T*0001999
Total 1T SAC Diversified Trust Fund		\$28,054.95	\$0.00	\$28,054.95		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	19,129.26
Total Fund 1B SAC Bookstore Fund	114,798.77
Total Fund 1C SAC Community Education Fu	23,179.60
Total Fund 1S SAC Associated Students Fun	19,012.56
Total Fund 1T SAC Diversified Trust Fund	28,054.95
Grand Total:	<u><u>\$204,175.14</u></u>

Checks Written for Period 07/29/20 Thru 08/31/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A2008315	SCC Diversified Agency Fund	2,395.34	0.00	2,395.34	2A*0001788	2A*0001789
2A2008631	SCC Diversified Agency Fund	241.45	0.00	241.45	2A*0001790	2A*0001790
Total 2A SCC Diversified Agency Fund		<u>\$2,636.79</u>	<u>\$0.00</u>	<u>\$2,636.79</u>		

Checks Written for Period 07/29/20 Thru 08/31/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B2008208	SCC Bookstore Fund	199.60	0.00	199.60	2B*0002283	2B*0002283
2B2008315	SCC Bookstore Fund	5,506.89	0.00	5,506.89	2B*0002284	2B*0002287
2B2008529	SCC Bookstore Fund	12,606.45	0.00	12,606.45	2B*0002288	2B*0002292
Total 2B SCC Bookstore Fund		<u>\$18,312.94</u>	<u>\$0.00</u>	<u>\$18,312.94</u>		

Checks Written for Period 07/29/20 Thru 08/31/20

<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>
2C2008315	SCC Community Education Fund	308.00	0.00	308.00	2C*0001209	2C*0001209
2C2008529	SCC Community Education Fund	7,736.43	0.00	7,736.43	2C*0001210	2C*0001212
Total 2C SCC Community Education Fund		<u>\$8,044.43</u>	<u>\$0.00</u>	<u>\$8,044.43</u>		

Checks Written for Period 07/29/20 Thru 08/31/20

<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>
2S2008529	SCC Associated Students Fund	1,228.98	0.00	1,228.98	2S*0001445	2S*0001449
Total 2S SCC Associated Students Fund		<u>\$1,228.98</u>	<u>\$0.00</u>	<u>\$1,228.98</u>		

Checks Written for Period 07/29/20 Thru 08/31/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T2008208	SCC Diversified Trust Fund	9,182.46	0.00	9,182.46	2T*0001525	2T*0001526
2T2008315	SCC Diversified Trust Fund	281.55	75.41	206.14	2T*0001527	2T*0001529
2T2008529	SCC Diversified Trust Fund	425.01	0.00	425.01	2T*0001530	2T*0001532
2T2008631	SCC Diversified Trust Fund	3,941.46	0.00	3,941.46	2T*0001533	2T*0001538
Total 2T SCC Diversified Trust Fund		<u>\$13,830.48</u>	<u>\$75.41</u>	<u>\$13,755.07</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	2,636.79
Total Fund 2B SCC Bookstore Fund	18,312.94
Total Fund 2C SCC Community Education Fu	8,044.43
Total Fund 2S SCC Associated Students Fun	1,228.98
Total Fund 2T SCC Diversified Trust Fund	13,755.07
Grand Total:	<u><u>\$43,978.21</u></u>

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

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Agreement with Brailsford & Dunlavey, Inc. - Professional Consulting Services for a Feasibility Study for Santa Ana College Student Housing	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for professional consulting services for a feasibility study for Santa Ana College student housing. Northgate Gonzalez Real Estate Group (“Northgate”) has presented the District with a unique opportunity to partner on the development of student housing on an approximately 10,000 square foot property they own in downtown Santa Ana on the northeast corner of Minter and 4th Street. The current proposed development concept is a three-story dormitory style building with 27 individual studio units in a communal living environment. The District is in need of hiring a qualified firm to provide it with a Student Housing Feasibility Study to explore several considerations around providing student housing for Santa Ana College students.

The study is necessary to identify and quantify potential demand for student housing needs for Santa Ana College and whether or not the proposed site would be feasible and beneficial to the college. As the District explores the viability of this development partnership it requires independent third-party expertise to evaluate the feasibility of development options, help the District identify and manage risk, quantify the demand, determine the type and appropriate rental rates for student housing at the Northgate property, and assess how it will be managed and operated. The financial analysis will outline and assess both short and long-term expenses, revenue sources, capital and operational costs. Additionally, Northgate is amenable to exploring beneficial partnership structures with the Rancho Santiago Community College District in order to develop the property as such and is aware that the District desires to undertake an independent feasibility study to assist in the process.

The scope of the study includes undertaking an off-campus housing market analysis, utilizing a variety of student surveys and student focus groups as well as working with key District and College stakeholders. The resulting study will identify the feasibility of the proposed student housing partnership opportunity offered by Northgate and will provide the following: findings and recommendations on the financial structures to support the proposal, identify operational and management considerations, outline the best feasible unit numbers and configuration, recommend housing price points as well as other necessary amenities that may be beneficial for the successful development and operations of student housing for Santa Ana College.

ANALYSIS:

A Request for Qualifications/Request for Proposal (RFQ/RFP) #2021-275 for professional consulting services for a Feasibility Study Student Housing at Santa Ana College was solicited on July 13, 2020 to interested consultants, advertised on the District’s website and on the

Coalition for Community Colleges Foundation (CCFC) website. The District received four proposals including Jones Lang LaSalle Americas, Inc. (Los Angeles), MGT Consulting Group (Colorado), Brailsford & Dunlavey, Inc. (Costa Mesa) and Scion Group (Irvine). A screening panel of seven members convened on August 11, 2020 to review the proposals and decided to interview two firms, Brailsford & Dunlavey, Inc. and Scion Group on August 18, 2020. The selection panel unanimously recommends Brailsford & Dunlavey, Inc. based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, and fee. It is recommended that the District enter into an agreement with Brailsford & Dunlavey, Inc. for a Feasibility Study in response to the Northgate Gonzalez Real Estate Group Student Housing proposal for Santa Ana College.

The services covered by this agreement shall commence September 15, 2020 and end June 30, 2021. The contract is a not to exceed fee of \$54,200. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with Brailsford & Dunlavey, Inc. for professional consulting services for a feasibility study for Santa Ana College student housing as presented.

Fiscal Impact:	\$54,200	Board Date: September 14, 2020
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 9/14/20

Project: Feasibility Study for Santa Ana College Student Housing

Site: **Santa Ana College**

Consultants: **Brailsford & Dunlavey, Inc.**

Type of Service: Professional Consultant Services for a Feasibility Study for Student Housing

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$54,200.00		9/15/2020		6/30/2021
Total Agreement Amount	\$54,200.00				

AGREEMENT NO 0381.00/ DESCRIPTION:

This agreement #0381.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$54,200.00**

Contract End Date: **6/30/2021**

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

To:	Board of Trustees	Date:	September 14, 2020
Re:	Approval of Extension Agreement for TouchNet Application Subscription Program (ASP)		
Action:	Request for Approval		

BACKGROUND

On September 28, 2015, the Board of Trustees approved the agreement for TouchNet Application Subscription Program (ASP), which expires September 30, 2020. The TouchNet ASP covers software maintenance, services, security, and other aspects of computer operations for credit card payment processing with Heartland Transaction Services. The ASP agreement allows the district to pay a fixed annual fee that is independent of credit card transaction volumes.

ANALYSIS

The district would like to enter into a new five-year agreement with TouchNet for its ASP services. Through the ASP, TouchNet will run, maintain, and support the district's credit card processing systems in their secure datacenters. TouchNet technologies are designed to comply with the Payment Card Industry Data Security Standard (PCI DSS). This PCI certification ensures the security of credit card data at the district through a set of industry standard requirements.

The new software subscription fees for TouchNet Point of Sale and Mobile is \$17,034 per year, with annual increases not to exceed 4%. The district will continue to use Heartland through an agreement with the Community College League of California, who chose Heartland Payment Systems with TouchNet as their payment gateway.

There are additional licensing fees for the Ellucian Payment Center integration with Colleague; please refer to the docket item, "Approval of Agreement Renewal for Ellucian Payment Center" for complete project costs.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the extension agreement for TouchNet Application Subscription Program (ASP) as presented.

Fiscal Impact:	\$17,034 annually (estimated)	Board Date:	September 14, 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		

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (“Extension Agreement”) is made between TouchNet Information Systems, Inc., with an address at 9801 Renner Blvd., Suite 150, Lenexa, KS 66219, (“TouchNet”) and Rancho Santiago Community College District, for and on behalf of, Santa Ana College and Santiago Canyon College, with an address of 2323 North Broadway, Santa Ana California 92706 (“Client”) as of the last date shown in the signature block at the end of this Extension Agreement (“Effective Date”). The parties, intending to be legally bound, hereby agree as follows:

THIS EXTENSION AGREEMENT is made by and between TouchNet and Client, as those terms are defined above.

WHEREAS, the parties entered into an Application Subscription Program Agreement dated September 23, 2015 (the “Agreement”), which expires on September 30, 2020, and the parties now desire to extend and continue the Agreement;

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

1. **Definitions.** Unless otherwise specifically defined herein, all terms defined in this Extension Agreement shall have the meaning ascribed to such terms in Agreement.

2. **Modification of the Agreement.** This Extension Agreement shall be on the same terms and conditions as contained in the Agreement excepting as follows:

a. The Agreement shall be extended for an additional term of five (5) years commencing upon the expiration of the term of the Agreement, reflected above.

b. The annual Application Subscription Program Fee (“ASP Fee”) for the TouchNet Mobile Bill+Payment and EMV Client software shall be \$17,034.00. TouchNet reserves the right to increase the ASP Fee by not more than four percent (4%) per year over the applicable amount for the immediately preceding year. The aforementioned ASP Fee is due and payable on September 1, 2020 and within thirty (30) days of Client’s receipt of the invoice. Payment for each subsequent year’s ASP Fee, adjusted as provided for herein, shall be due annually in advance of commencement of the next annual period, and within thirty (30) days of Client’s receipt of invoice.

3. **Integration Provision.** Except as expressly modified herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective officers, duly authorized in that behalf, on the day and year first above written.

TOUCHNET INFORMATION SYSTEMS, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT, FOR AND ON BEHALF OF, SANTA ANA
COLLEGE AND SANTIAGO CANYON COLLEGE

SIGNATURE: _____

SIGNATURE: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**Contract must be executed by Client on or before August 30, 2020, or TouchNet may elect to reject the contract, inclusive of pricing.*

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

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Cloud Software Agreement Renewal for Ellucian Payment Center with Ellucian, Inc.	
Action:	Request for Approval	

BACKGROUND

On September 28, 2015, the Board of Trustees approved the agreement for Ellucian/TouchNet Payment Center, which expires September 30, 2020. This agreement is a strategic partnership between Ellucian and TouchNet that provides an enterprise-grade, secure and compliant payment environment to the district for processing credit card payments.

ANALYSIS

The district would like to enter into a new five-year agreement with Ellucian, Inc. The Ellucian Payment Center with Merchant services is known as TouchNet Payment Center. This product delivers real-time integration into Ellucian Colleague and allows the district to take payments securely and efficiently, with expandability. TouchNet provides a single commerce platform for a variety of payment solutions (web, in-person, and mobile).

The new agreement will be a cloud-based software subscription. The annual fee for the first year is \$47,958 with annual increases not to exceed 4%.

There are additional licensing and maintenance fees for the processing of credit cards within the TouchNet Payment Center; please refer to the docket item, "Approval of Extension Agreement for TouchNet Application Subscription Program (ASP)" for complete project costs.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the cloud software agreement for Ellucian Payment Center with Ellucian, Inc. as presented.

Fiscal Impact:	\$47,958 annually (estimated)	Board Date: September 14, 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	



ORDER FORM FOR RENEWAL OF CLOUD SOFTWARE

This Order Form for Renewal of Cloud Software (the “Order Form”) is between **ELLUCIAN COMPANY L.P.** (“Ellucian”) and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College and Santiago Canyon College** (the “Client”). This Order Form incorporates the terms and conditions stated in the Cloud Software Order Form dated March 29, 2018 (“Cloud Software Agreement”) between the parties, and, collectively, the Cloud Software Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. The terms and conditions of the Cloud Software Agreement are incorporated herein by this reference; if any terms of this Order Form conflict with any other terms of the Cloud Software Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form. The fees due pursuant to this Order Form are in addition to and not in substitution for fees otherwise due from Client under the Cloud Software Agreement and/or any separate agreement between the parties.

Capitalized terms in this Order Form shall have the same meaning given to such terms within the Cloud Software Agreement unless redefined herein.

“*Cloud Contract Year*” means each period of twelve (12) consecutive months beginning on July 1 and ending on June 30 during the Cloud Software Term; however, the initial Cloud Contract Year shall consist of the period of time from October 1, 2020 through and including June 30, 2021 (“Initial Cloud Contract Year”). The first full Cloud Contract Year shall run from July 1, 2021 through and including June 30, 2022 (“First Full Cloud Contract Year”). Client’s payment of the Total Annual Subscription Fee due for the Initial Cloud Contract Year (only) shall be prorated based upon the number of months in the Initial Cloud Contract Year.

Cloud Software Term. The period commencing on the Beginning Date and continuing until the Expiration Date is the “Initial Cloud Software Term.” Following the Initial Cloud Software Term, Client’s license to access and use the Cloud Software will automatically renew for consecutive Cloud Contract Years on a year-to-year basis (each a “Renewal Cloud Contract Year”), unless either party notifies the other in writing of its intent not to effect such a renewal at least ninety (90) days prior to the Expiration Date, or, with respect to any Renewal Cloud Contract Year, at least ninety (90) days prior to the expiration of the then-current Renewal Cloud Contract Year. The Initial Cloud Software Term combined with any Renewal Cloud Contract Year(s) is referred to herein as the “Cloud Software Term.”

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.

Third Party Components. Ellucian’s obligation to provide Client with access to and use of Cloud Software that includes third party services or software (“Third Party Component(s)”) is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party

Component(s) of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian’s obligation to provide Client with access to and use of and Client’s obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.

For the renewal of the Cloud Software identified below, and only during the Cloud Software Term, Ellucian grants Client a non-exclusive, non-transferable license to use the Cloud Software on Client’s Equipment residing within the United States for Client’s internal use only, on the terms and conditions of the Cloud Software Agreement. This license with respect to the renewal of the Cloud Software will begin on the Beginning Date and will continue until the Expiration Date (as those terms are specified below) subject to the terms of the Cloud Software Agreement.

CLOUD SOFTWARE TABLE:

Cloud Software	Beginning Date	Expiration Date	Software Supplement	Annual Subscription Fee
<p>ELLUCIAN PAYMENT CENTER BY TOUCHNET ¹ <i>Includes:</i></p> <ul style="list-style-type: none"> • Use of the Ellucian Payment Center by TouchNet for one (1) Campus Entity (additional Campus Entity licenses are available for additional fees). A “Campus Entity” is a college or university campus or facility that offers a degree program in its own name. A Campus Entity may have multiple branch locations from which classes or other services are offered; however, a branch will not be considered a Campus Entity unless it offers a degree program in its own, separate name. Client may have multiple Campus Entities, and the Ellucian Payment Center by TouchNet annual subscription fees and other charges will vary depending upon (among other factors) the number of Campus Entities included within a single Client. • One (1) production environment and one (1) test environment. • TouchNet Connects: The TouchNet Connects component of the Ellucian Payment Center by TouchNet is licensed to Client solely for the purpose of enabling Client to access (and interface with) the component of Ellucian Payment Center by TouchNet that resides at the TouchNet Data Center. TouchNet Connects may not be used for any other purpose whatsoever. Unless otherwise specifically agreed, installation and configuration of TouchNet Connects will be the sole responsibility of Client. 	October 1, 2020	June 30, 2025	Ellucian Payment Center by TouchNet Software Supplement ²	\$47,958
TOTAL ANNUAL SUBSCRIPTION FEE:				\$47,958

Notes:

- ¹ In order to use the Ellucian Payment Center by TouchNet Cloud Software, Client must separately contract with a merchant services provider (such as TouchNet or a TouchNet-approved third-party processor) for merchant services (that is, the services that enable a business to accept a transaction payment from a customer’s credit card or debit card through a secure channel). Merchant services are NOT provided by Ellucian and are NOT included as part of the fees payable to Ellucian. By its execution of this Order Form, Client represents that it has contracted directly with or that it intends to contract directly with TouchNet for the provision of merchant services.
- ² The Ellucian Payment Center by TouchNet Software Supplement included in the Subscription Services Agreement dated September 30, 2015 is incorporated into this Order Form by this reference.

Payment Terms - Annual Subscription Fee: For the renewal of Cloud Software licensed pursuant to this Order Form, subscription fees for each Cloud Contract Year will be specified by Ellucian in an annual invoice issued in advance of each such Cloud Contract Year (except that the invoice for the Initial Cloud Contract Year will be issued on or after the Execution Date and will be prorated for the partial Initial Cloud Contract Year for the period of October 1, 2020 through June 30, 2021). Client’s payments will be due and payable within thirty (30) days from the date of invoice(s). Payment of the annual subscription fees specified herein is in addition to any subscription fees due under the Cloud Software Agreement or any other software or subscription agreement(s) between the parties.

Annual Subscription Fee Increases. The Total Annual Subscription Fee represents the subscription fee for the First Full Cloud Contract Year during the Initial Cloud Software Term. For Ellucian Payment Center by TouchNet, for each Cloud Contract Year subsequent to the First Full Cloud Contract Year during the Initial Cloud Software Term, the annual subscription fee may increase by three percent (3%) over the subscription fee payable for the immediately preceding Cloud Contract Year. For any Renewal Cloud Contract Year following the Initial Cloud Software Term, annual subscription fees will increase based upon Ellucian’s then-current rates.

Ellucian

Client

By:

_____ *Authorized Signature*

By:

_____ *Authorized Signature*

Name:

_____ *Printed*

Name:

_____ *Printed*

Title:

Title:

Date:

Date:

The last 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: September 14, 2020
Re:	Approval of Foundation for California Community College (FCCC) - Microsoft Campus Agreement & Academic Select/Participation Agreement	
Action:	Request for Approval	

BACKGROUND

On September 11, 2017 the Board of Trustees approved the Foundation for California Community Colleges (FCCC) Microsoft Campus Agreement for licensing Microsoft software. The third year of this three-year agreement expires on September 14, 2020 and the annual cost was \$278,302.40 for the third year.

ANALYSIS

The Microsoft Campus Agreement is a licensing program negotiated by the Foundation for California Community Colleges (FCCC), which allows districts the opportunity to achieve consortium discounted pricing on site licensing for core Microsoft products. This agreement includes desktop and server licenses for Windows Operating Systems, Microsoft Office 365 and Office Pro Plus, which allows access to Word, Excel, PowerPoint, and other cloud-based applications. This agreement is also used to provide each SAC and SCC active student with a college email address. In addition, colleges that subscribe to this agreement are entitled to a free Azure Dev Tools subscription for use by the institution for instructional purposes only. This option makes it easy for students and faculty in STEM departments to get the latest Microsoft software they need, free of charge.

The district would like to enter into a new four year agreement for Microsoft licensing under the FCCC program to cover the district's Microsoft licensing needs for its 6,000 workstations, devices, and server platforms. This Microsoft suite of software has been the District standard for over a decade and is an industry leader. Annual renewal costs are calculated using current employee Educational Qualified Users (EQU) counts and the quantity and type of servers and other specialized software currently in production. As the quantity of server licenses or EQUs increases, the annual cost for the 2nd, 3rd and 4th year will increase accordingly.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended the Board of Trustees approve a new four-year renewal under the Microsoft Campus Agreement & Academic Select/Participation Agreement with the FCCC as presented.

Fiscal Impact:	\$250,629.80 annually (estimated)	Board Date: September 14, 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	

 **Renewal Worksheet of Rancho Santiago CCD**
 [PRINT](#)
Validated Renewal Worksheet for Campus Agreement Licensing

**Rancho Santiago CCD
 Foundation for California Community Colleges (FCCC)
 Microsoft Campus Agreement 2020 (Year 1 of 4)**

Please use this quote to generate and submit your PO no later than **Monday, 14-Sep-2020** to insure a timely renewal for everyone.

Purchase Order to be made payable to: Submit Purchase Order by fax or e-mail:

ComputerLand Silicon Valley
 482 West San Carlos Str.
 San Jose, CA 95110
 Federal Tax ID 77-0269631

by FAX: **408-519-3260**
 by E-mail: syork@cland.com

• Choose a Desktop Bundle for Faculty and Staff

	Desktop Bundle for Faculty & Staff	Item Price (per EQU)	Select	EQU Count	Ext. Price
1.	Microsoft 365 A3 per faculty/staff Education Qualified User (EQU)	\$61.00	<input checked="" type="checkbox"/>	1779	\$108,519.00

• Choose Optional Products Licensed per User or Device for Faculty/Staff

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Azure Dev Ops Server CAL (formerly VS Team Foundation Svr CAL) per device	126-00156CFU	\$38.00	13	\$494.00
2.	Microsoft 365 A3 Transition Skus - per agreement amendment and to be added by ComputerLand if qualified only	AAA-73000CF	\$0.00	760	\$0.00
3.	Office 365 Pro Plus for Devices - add-on to Microsoft 365 for deployment of Office 365 Pro Plus on shared machines like classrooms and labs.	RQL-00001CFU	\$0.00	2000	\$0.00
4.	Power BI Pro per fac/staff user	NK5-00001CFU	\$25.20	79	\$1,990.80
5.	Project Online Essentials per fac/staff user	7HS-00001CFU	\$0.00	5000	\$0.00
6.	Project Professional per device	H30-00237CFU	\$64.00	49	\$3,136.00
7.	Visio Online P2 per fac/staff user	P4U-00001CFU	\$27.00	1	\$27.00
8.	Visio Pro per device	D87-01057CFU	\$55.00	23	\$1,265.00
9.	Visual Studio Enterprise with MSDN per user	MX3-00115CFU	\$375.00	2	\$750.00
10.	Visual Studio Pro w/MSDN per user	77D-00110CFU	\$64.00	12	\$768.00
11.	Windows 7 Extended Security Updates. Year 2 - Jan 15, 2021 - Jan 14, 2022.	AAD-50079CFU	\$22.00	59	\$1,298.00

• Choose Optional Products Licensed per User or Device for Students

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Exchange Online Plan 1 for alumni per user	5RS-00002CSU	\$0.00	90000	\$0.00
2.	Microsoft 365 A3 Student Use Benefit - must license all EQU to qualify, maximum ratio of EQU:Students is 1:40	AAD-38397CSU	\$0.00	90000	\$0.00

• Subscription Programs

	Optional Subscriptions	Part Number	Item Price	Select	Ext. Price
1.	Azure Support Standard for Azure Monetary Commitment (24/7 break fix support, <2hr response time)	W6T-00003CF	\$1,320.00	✓	\$1,320.00
2.	Microsoft 5 Pack of IT Pro Annual Phone Support	MS-PROSUPP-5PK	\$2,199.00	✓	\$2,199.00

• Server License Options

	Server License	Part Number	Item Price per License	Number of Licenses	Ext. Price
1.	Azure Dev Ops Server (formerly VS Team Foundation Svr)	125-00110CF	\$38.00	1	\$38.00
2.	Azure Monetary Commitment for usage - Azure Enterprise for a variety of Azure services including spinning up VMs, storage, data transfer, etc. Consumption of Azure services is debited against this prepaid amount and tracked via the Azure Enterprise Porta	6QK-00001CF	\$1,320.00	45	\$59,400.00
3.	Core Infrastructure Server (CIS) Suite Datacenter - 16 core license pack. Combination of Windows Server Datacenter and System Center Datacenter license. Licensed per physical core, with unlimited server VMs allowed on the licensed device. Must licen	9GS-00128CF	\$560.00	30	\$16,800.00
4.	Core Infrastructure Server (CIS) Suite Datacenter - 2 core license pack. Combination of Windows Server and System Center license. Licensed per physical core, with unlimited server VMs allowed on the licensed device. Must license 8 core minimum per p	9GS-00495CF	\$70.00	180	\$12,600.00
5.	Core Infrastructure Server (CIS) Suite Standard - 16 core license pack. Combination of Windows Server Std and System Center Std license. Licensed per physical core, with 2 VMs allowed on the licensed device. Must license 16 core minimum per physical	9GA-00308CF	\$130.00	23	\$2,990.00
6.	Core Infrastructure Server (CIS) Suite Standard - 2 core license pack. Combination of Windows Server and System Center license. Licensed per physical core, with 2 VMs allowed on the licensed device. Must license 8 core minimum per processor, 2 proces	9GA-00006CF	\$16.50	40	\$660.00
7.	SQL Server Enterprise Core - 2 Core license pack. You must license 4 cores minimum per physical processor on a standalone machine or 4 virtual cores minimum on a VM. License all physical cores to achieve maximum virtualization on the licensed machine, all	7JQ-00341CF	\$1,335.00	6	\$8,010.00
8.	SQL Server Standard Core - 2 Core License pack. You must license 4 cores minimum per physical processor on a standalone machine or 4 virtual cores minimum on a VM. No SQL CALs needed.	7NQ-00302CF	\$348.00	69	\$24,012.00
9.	Windows Server Datacenter 2008/2008R2 2-core pack Extended Security Updates Year 2 - Jan 15, 2021 - Jan 14, 2022.	AAD-98566CF	\$118.00	56	\$6,608.00
10.	Windows Server Standard 2008/2008R2 16-core pack Extended	AAD-98567CF	\$149.00	5	\$745.00

Security Updates Year 2 - Jan 15, 2021 - Jan 14, 2022.				
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TOTAL \$253,629.80				
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• Browser requirement: [Firefox 29.x](#), Internet Explorer 10, or higher. • Minimum screen resolution 1280 x 800 pixels.

**PURCHASE ORDERS SUPPLEMENT - RESOLUTION NO. 20-03
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 29, 2020 THROUGH AUGUST 28, 2020
BOARD MEETING OF SEPTEMBER 14, 2020**

P.O. #	Amount	Description	Department	Comment
21-P0062004	\$25,599.47	Disinfectant wiping system-wiping bucket starter kit, dry wiper refills, and disinfectant for District wide distribution to prevent the spread of COVID-19	DO -Risk management	Approved by Chancellor Marvin Martinez with approval of the Board of Trustees and authorized by Resolution No. 20-03, Resolution Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19)
21-P0062053	\$30,336.75	SaniSprayer 360 portable sprayer for sanitizing and disinfecting facilities	DO -Risk management	Approved by Chancellor Marvin Martinez with approval of the Board of Trustees and authorized by Resolution No. 20-03, Resolution Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19)
21-P0062072	\$57,037.73	Lab chemicals needed for student use during temporary remote instruction	SAC -Chemistry	Approved by Chancellor Marvin Martinez with approval of the Board of Trustees and authorized by Resolution No. 20-03, Resolution Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19)
21-P0062101	\$21,994.50	Adobe Creative Cloud licenses for RSCCD students for 6 months, in support of temporary remote instruction	DO -ITS	Approved by Chancellor Marvin Martinez with approval of the Board of Trustees and authorized by Resolution No. 20-03, Resolution Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19)

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

To:	Board of Trustees	Date:	September 14, 2020
Re:	Approval of CMAS Contract #4-18-78-0053B to Lakeshore Equipment Company dba Lakeshore Learning Materials		
Action:	Request for Approval		

BACKGROUND

The Child Development Services department operates several Child Development Centers throughout the District which require on-going purchases of learning materials, supplies and classroom equipment to meet the needs of the children served. We have identified a contract that Lakeshore Equipment Company dba Lakeshore Learning Materials has entered into with the California Multiple Award Schedule (CMAS). This CMAS contract is based on the products and pricing from the Federal General Services Administration (GSA) Contract #GS-03F-101GA. To utilize this contract, Board of Trustee approval is required.

ANALYSIS

Utilization of CMAS Contract #4-18-78-0053B will allow the District to purchase learning materials, supplies and classroom equipment from Lakeshore Equipment Company, dba Lakeshore Learning Materials. The complete contract and product information is available for review in the Purchasing Services department. The contract discount mirrors the Federal GSA pricing of 11.3%. This contract is in accordance with the terms and conditions negotiated by the state and meets all legal requirements allowing California community colleges to piggyback and is in effect through September 22, 2022. It is in the best interest of the District to engage in as many cooperative and piggyback contracts to take advantage of the different products and price levels. The contract will be used on an as needed basis.

RECOMMENDATION

It is recommended that the Board of Trustees approve the District's participation in the California Multiple Award Schedule (CMAS) Contract #4-18-78-0053B to Lakeshore Equipment Company dba Lakeshore Learning Materials and any future renewals, supplements, modifications and extensions as presented.

Fiscal Impact:	Based on utilization	Board Date:	September 14, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

State of California
MULTIPLE AWARD SCHEDULE
Lakeshore Equipment Company
d.b.a.
Lakeshore Learning Materials

CMAS NUMBER:	4-18-78-0053B
CMAS TERM DATES:	5/31/2018 through 9/22/2022
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	December 1, 2017
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-03F-101GA
BASE SCHEDULE HOLDER:	Lakeshore Equipment Company

This CMAS provides for the purchase and warranty of learning materials and teaching aid products

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated December 1, 2017.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

Original Signature on File Effective Date: **5/31/2018**
BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit
4.7 (2)

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

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Vendor Name Change	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District utilizes the services of The Scanning Company in Brea, CA for document scanning services.

Recently RSCCD was informed that The Scanning Company was acquired by TSC, LLC in Diamond Bar, CA.

ANALYSIS

In order to avoid interruption of existing services and to make payments for services rendered timely, it is necessary to seek acceptance by the Board of Trustees to change the vendor name from The Scanning Company to TSC, LLC. The name change does not affect the current services provided or cost. TSC, LLC is committed to providing the same level of service that The Scanning Company contractually committed to in fulfilling previous services.

RECOMMENDATION

It is recommended that the Board of Trustees approve the vendor name change request from The Scanning Company to TSC, LLC as presented.

Fiscal Impact:	N/A	Board Date: September 14, 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

Educational Services

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed. To access these items, please [click here](#).

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<u>Fiscal Year 2019/2020</u>		
1. K12 Strong Workforce Program (District) – <i>Augmentation</i> RSCCD is the fiscal agent for the K12 Strong Workforce Program (SWP) a categorical apportionment from the California Community Colleges Chancellor’s Office to support pathway improvement projects. Funding is allocated to the Los Angeles/Orange County Regional Consortium to sub-contract with Local Educational Agencies (LEAs) to support and strengthen students’ pathways from secondary to post-secondary education and career. K12 SWP funded projects shall create, support, and/or expand high-quality K12 career technical education pathways and increase the levels of college and career readiness among students. Pathway Improvement projects should align with both regional priorities and the ongoing workforce development efforts underway through the SWP. (19/20, 20/21). <i>No match required.</i>	06/16/2020	\$224,748
<u>Fiscal Year 2020/21</u>		
2. California Adult Education Program (SAC/SCC) – <i>Augmentation</i> RSCCD received the California Adult Education Program state categorical apportionment (formerly Adult Education Block Grant), Assembly Bill No. 104, from the California Community Colleges Chancellor’s Office. The Rancho Santiago Adult Education Consortium will implement regional strategies to better serve educational and workforce needs of adult learners and support seven program areas: Adult Basic Education (ABE) and Adult Secondary Education (ASE); English as a Second Language (ESL) and ESL-Citizenship; workforce preparation; family literacy; adults with disabilities, career technical education, and pre-apprenticeship training. (20/21, 21/22). <i>No match required.</i>	07/01/2020	\$319,009
3. California Campus Catalyst Fund (SAC) Grant award from the Catalyst Fund to expand support for undocumented students and their families across the state’s three public higher education systems. (20/21). <i>No match required.</i>	08/06/2020	\$110,000
4. COVID-19 Block Grant (District) Funds under the federal Coronavirus Relief Fund (CRF) from the U.S. Department of Treasury, a component of the Coronavirus Aid, Relief, and Economic Security (CARES Act) and state one-time Proposition 98. The funds should be used on activities that directly support student learning, continuity of	08/03/2020	\$2,822,562

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
education, and mitigate learning loss related to COVID-19 and to prioritize services for underrepresented students. (20/21). <i>No match required.</i>		
<ul style="list-style-type: none"> Federal Portion: \$1,267,136 State Portion: \$1,555,426 		
5. Extended Opportunity Programs & Services (EOPS) (SAC) Annual apportionment from the California Community Colleges Chancellor's Office, Educational Services and Support Division to support disadvantaged students obtain the needed resources to enroll and succeed at the colleges by offering comprehensive academic and support counseling, financial aid and other services aimed at student persistence and academic achievement. (20/21). <i>The match required is \$444,799 that consist of EOPS staff salaries and benefits.</i>	08/17/2020	\$1,825,926
6. Nursing Program Support Grant (SAC) Grant award from the California Community Colleges Chancellor's Office, Nursing and Allied Health Division to increase enrollment capacity, retention and program completion rates, and the number of nursing students who pass the state licensing exam. (20/21). <i>No match required.</i>	07/01/2020	\$207,358
7. Song-Brown Health Care Workforce Training Program – Registered Nurse Education: Capitation for Associate Degree Nursing Program (SAC) Grant award from the Office of Statewide Health Planning and Development to provide a registered nurse education program to ten (10) full-time nursing students during a two-year funding cycle. The SAC Nursing Program is to be paid a capitated rate of \$10,000 per student per contract year. (20/21, 21/22). <i>No match required.</i>	07/01/2020	\$200,000
8. Student Support Services Regular Program – Year 1 (SCC) First year of a five-year federal grant award from the U.S. Department of Education to provide 140 low-income, first-generation students with comprehensive services that include early outreach, advisement, educational planning, college and career preparation, intensive monitoring and intervention, mentoring and coaching, and financial literacy and planning workshops to improve student persistence and academic achievement. (20/21, 21/22). <i>No match required.</i>	09/01/2020	\$261,888
9. Student Support Services Veterans Program – Year 1 (SAC) First year of a five-year federal grant award from the U.S. Department of Education to provide 120 low-income, first-generation and/or disabled SAC veteran students with comprehensive services that include assessment and advisement, educational planning, college and career preparation, targeted academic skill development, intensive monitoring and intervention, mentoring and coaching, and veterans' benefits, financial literacy and planning workshops. (20/21, 21/22). <i>No match required.</i>	09/01/2020	\$261,888
10. Student Support Services Veterans Program – Year 1 (SCC) First year of a five-year federal grant award from the U.S. Department of Education to provide 120 low-income, first-generation and/or disabled SAC veteran students with comprehensive services that include assessment and advisement, educational planning, college and career preparation, intensive monitoring and intervention, mentoring and coaching, financial literacy and planning workshops, targeted academic skill development through tutors and other learning resources, and financial aid and scholarship workshops. (20/21, 21/22). <i>No match required.</i>	09/01/2020	\$261,888

RECOMMENDATION

It is recommended that the Board approve these items and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact:	\$6,495,267	Board Date: September 14, 2020
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Corrections to Sub-Agreements between RSCCD and Sacramento County Office of Education to award the Strong Workforce Program K12 Pathway Coordinator Grants – Year 1 and Year 2	
Action:	Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for the 2018/19 and 2019/20 career technical education funding to supports the continuation of the Strong Workforce Program K12 Pathway Coordinators from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. At the direction of the Chancellor’s Office, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

ANALYSIS

Sub-agreements between RSCCD and Sacramento County Office of Education to host the Strong Workforce Program K12 Pathway Coordinator in year 1 and year 2 were previously approved by the Board of Trustees on March 23, 2020 and May 11, 2020 respectively. Prior to executing the sub-agreements, the Sacramento County Office of Education has requested changes that apply to both the year 1 and year 2 sub-agreements. The changes constitute the addition of the Force Majeure clause, updates to the Notices clause, and addition to a comment related to exhibit D grant articles. The addition of the Force Majeure clause was approved by RSCCD’s Risk Management Office. There is no fiscal impact.

Project Director: Sarah Santoyo

Project Administrator: Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the corrections to sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact:	none	Board Date: September 14, 2020
Prepared by:	Carolyn Hoffman, Special Projects Specialist	
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
SACRAMENTO COUNTY OFFICE OF EDUCATION**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14th day of September, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Sacramento County Office of Education** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”). At the direction of the PRIME SPONSOR, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host the **Strong Workforce Program K12 Pathway Coordinator** serving the **Los Rios Community College District** in the **North/Far North Region**, and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from March 1, 2020, through December 31, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$125,000.00.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 70% and a final payment of 30%. Payment is contingent upon approval by the PRIME SPONSOR. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to Sarah Santoyo (Sanoyo_Sarah@rsccd.edu) and Maria Gil (Gil_Maria@rsccd.edu). The subject line of the e-mail should be written as follows: "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #"

Refer to the invoice form and instructions (*Exhibit B*) for the process to submit the invoice. NOTE: An electronic version of the invoice form and instructions will be provided to the SUBCONTRACTOR.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Program Design Requirements

PRIME SPONSOR may request SUBCONTRACTOR to follow grant-specific processes and procedures, complete forms or toolkits, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards. Technical assistance, training and support services will be provided to assist SUBCONTRACTOR with responding to these requests.

9. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to RSCCD and approved by the PRIME SPONSOR. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved

scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. Force Majeure

No Party shall be liable to the other(s) for delays or failures in performance under this Agreement for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreaks, or similar occurrences beyond the Party's control, making it impossible, illegal, or commercially impracticable for a Party to perform its obligations under this Agreement, in whole or in part.

14. 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.

15. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this

Agreement.

16. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

17. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

18. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Name: Matt Perry, Ed.D.
Title: Assistant Superintendent
Address: PO Box 269003
City, State Zip: Sacramento, CA 95826-9003
Phone No.: (916) 228-2348
E-mail: mperry@scoe.net

Fiscal Contact:
Name: Tammy Sanchez
Title: Assistant Superintendent, Business Services
Address: PO Box 269003
City, State Zip: Sacramento, CA 95826-9003
Phone No.: (916) 228-2551
E-mail: tsanchez@scoe.net

20. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

21. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (*Exhibit D* - Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Sacramento County
Office of Education*

By: _____
Name: Peter J. Hardash

By: _____
Name: Tammy Sanchez

Title: Vice Chancellor
Business Operations/Fiscal Services

Title: Associate Superintendent
Business Services

Date: _____

Date: _____

Board Approval Date: September 14, 2020

94-6002536
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (approved by Chancellor's Office)

Exhibit B: Invoice Form and Instructions

Exhibit C: Guidance Memorandum from the Chancellor's Office

Exhibit D: Articles I, Rev. 09/18 and Article II, Rev. 05/14

(NOTE: Exhibit D is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR. If there is a conflict in the terms of this Agreement and Exhibit D, the Agreement will govern.)

To access a copy of the exhibits, please [click here](#).

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SACRAMENTO COUNTY OFFICE OF EDUCATION**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14th day of September, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Sacramento County Office of Education** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”). At the direction of the PRIME SPONSOR, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host the **Strong Workforce Program K12 Pathway Coordinator** serving the **Los Rios Community College District** in the **North/Far North Region**, and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2020, through December 31, 2021.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$125,000.00.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 70% and a final payment of 30%. Payment is contingent upon approval by the PRIME SPONSOR. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to Sarah Santoyo (Santoyo_Sarah@rsccd.edu) and Maria Gil (Gil_Maria@rsccd.edu). The subject line of the e-mail should be written as follows: "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #"

Refer to the invoice form and instructions (*Exhibit B*) for the process to submit the invoice. NOTE: An electronic version of the invoice form and instructions will be provided to the SUBCONTRACTOR.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Program Design Requirements

PRIME SPONSOR may request SUBCONTRACTOR to follow grant-specific processes and procedures, complete forms or toolkits, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards. Technical assistance, training and support services will be provided to assist SUBCONTRACTOR with responding to these requests.

9. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to RSCCD and approved by the PRIME SPONSOR. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved

scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. Force Majeure

No Party shall be liable to the other(s) for delays or failures in performance under this Agreement for events beyond their reasonable control, including acts of God, war, government regulation, terrorism, disaster, strikes of a third-party, civil disorder, curtailment of transportation facilities, pandemics, infectious disease outbreaks, or similar occurrences beyond the Party's control, making it impossible, illegal, or commercially impracticable for a Party to perform its obligations under this Agreement, in whole or in part.

14. 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.

15. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this

Agreement.

16. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

17. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

18. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo, Assistant Vice Chancellor, Educational Services
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; Santoyo_Sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, Hardash_Peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Name: Matt Perry, Ed.D.
Title: Assistant Superintendent
Address: PO Box 269003
City, State Zip: Sacramento, CA 95826-9003
Phone No.: (916) 228-2348
E-mail: mperry@scoe.net

Fiscal Contact:

Name: Tammy Sanchez
Title: Assistant Superintendent, Business Services
Address: PO Box 269003
City, State Zip: Sacramento, CA 95826-9003
Phone No.: (916) 228-2551
E-mail: tsanchez@scoe.net

20. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

21. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (*Exhibit E* - Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Sacramento County
Office of Education*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: Tammy Sanchez

Associate Superintendent
Title: Business Services

Date: _____

Board Approval Date: September 14, 2020

94-6002536

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

- Exhibit A: Scope of Work (approved by Chancellor's Office)
- Exhibit B: Invoice Form and Instructions
- Exhibit C: Guidance Memorandum from the Chancellor's Office
- Exhibit D: Guidance on Sub-agreement for Year 1 K12 Workforce Pathways Coordinator and Important Updates Letter from RSCCD (04-01-2020)
- Exhibit E: Articles I, Rev. 09/18 and Article II, Rev. 05/14

(NOTE: Exhibit E is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR. If there is a conflict in the terms of this Agreement and Exhibit D, the Agreement will govern.)

To access a copy of the exhibits, please [click here](#).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Corrections to Sub-Agreements between RSCCD and San Diego Unified School District to award the Strong Workforce Program K12 Pathway Coordinator Grants – Year 1 and Year 2	
Action:	Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for the 2018/19 and 2019/20 career technical education funding to supports the continuation of the Strong Workforce Program K12 Pathway Coordinators from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. At the direction of the Chancellor’s Office, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

ANALYSIS

Sub-agreements between RSCCD and San Diego Unified School District to host the Strong Workforce Program K12 Pathway Coordinator in year 1 and year 2 were previously approved by the Board of Trustees on March 23, 2020 and May 11, 2020 respectively. Prior to executing the sub-agreements, the San Diego Unified School District requested changes that apply to both the year 1 and year 2 sub-agreements. The changes constitute an addition to the Statement of Work, updates to the Payment and Invoicing clause, a minor edit to the Mutual Indemnification clause, and the addition of approval signature lines. The edit to the Mutual Indemnification clause has been approved by RSCCD’s Risk Management Office. There is no fiscal impact.

Project Director: Sarah Santoyo**Project Administrator:** Enrique Perez**RECOMMENDATION**

It is recommended that the Board approve the corrections to sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact:	None	Board Date: September 14, 2020
Prepared by:	Carolyn Hoffman, Special Projects Specialist	
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
SAN DIEGO UNIFIED SCHOOL DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 14th day of September, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **San Diego Unified School District** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”). At the direction of the PRIME SPONSOR, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host the **Strong Workforce Program K12 Pathway Coordinator** serving the **San Diego Community College District** in the **San Diego/Imperial Region**, and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. SUBCONTRACTOR agrees to follow the guidance outlined in the Guidance Memorandum from the PRIME SPONSOR (*Exhibit C*).

2. **Period of Performance**

The period of performance for this Agreement shall be from March 1, 2020, through December 31, 2020.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$125,000.00.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Of the total \$125,000, payment to the SUBCONTRACTOR shall be based on an advanced payment of 70% (\$87,500) and a final payment of 30% (\$37,500). Payment is contingent upon approval by the PRIME SPONSOR. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to Sarah Santoyo (Sanoyo_Sarah@rscdd.edu) and Maria Gil (Gil_Maria@rscdd.edu). The subject line of the e-mail should be written as follows: "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #"

Refer to the invoice form and instructions (*Exhibit B*) for the process to submit the invoice. NOTE: An electronic version of the invoice form and instructions will be provided to the SUBCONTRACTOR.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Program Design Requirements

PRIME SPONSOR may request SUBCONTRACTOR to follow grant-specific processes and procedures, complete forms or toolkits, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards. Technical assistance, training and support services will be provided to assist SUBCONTRACTOR with responding to these requests.

9. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to RSCCD and approved by the PRIME SPONSOR. Substantial

changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and

expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused by the sole negligence or the willful misconduct of the non-indemnifying Party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Name: Sarah Vielma
Title: Director
Address: 4100 Normal Street
City, State Zip: San Diego, CA 92103
Phone No.: (619) 920-8322
E-mail: svielma@sandi.net

Fiscal Contact:
Name: _____
Title: _____
Address: _____
City, State Zip: _____
Phone No.: _____
E-mail: _____

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions

(*Exhibit D* - Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

[This section intended to be left blank.]

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: *San Diego Unified School District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: Andrea R. O'Hara

Strategic Sourcing and Contracts
Title: Officer

Date: _____

Board Approval Date: September 14, 2020

95-6002781

Employer/Taxpayer Identification Number (EIN)

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO CONTENT

By: _____
Name: Sandra Chong

Assistant General Counsel II
Title: San Diego Unified School District

Date: _____

By: _____
Name: Sarah Vielma

Director, CTE
Title: San Diego Unified School District

Date: _____

APPROVED IN PUBLIC MEETING BY
Board of Education of the San Diego Unified
School District

By: _____
Name: Marty Stultz

Board Action Officer
Title: San Diego Unified School District
Board of Education

Date: _____

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(NOTE: Exhibit C is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

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2. **Period of Performance**

The period of performance for this Agreement shall be from July 1, 2020, through December 31, 2021.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$125,000.00.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

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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 by the sole negligence or the willful misconduct of the non-indemnifying Party or any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

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In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

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RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo, Assistant Vice Chancellor, Educational Services
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; Santoyo_Sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, Hardash_Peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Name: Sarah Vielma
Title: Director
Address: 4100 Normal Street
City, State Zip: San Diego, CA 92103
Phone No.: (619) 920-8322
E-mail: svielma@sandi.net

Fiscal Contact:
Name: _____
Title: _____
Address: _____
City, State Zip: _____
Phone No.: _____
E-mail: _____

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions

(*Exhibit E* - Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

[This section intended to be left blank.]

[Signatures on next page.]

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: *San Diego Unified School District*

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: Andrea R. O'Hara

Strategic Sourcing and Contract
Title: Officer

Date: _____

Board Approval Date: September 14, 2020

95-6002781

Employer/Taxpayer Identification Number (EIN)

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO CONTENT

By: _____
Name: Sandra Chong

Assistant General Counsel II
Title: San Diego Unified School District

Date: _____

By: _____
Name: Sarah Vielma

Director, CTE
Title: San Diego Unified School District

Date: _____

APPROVED IN PUBLIC MEETING BY
Board of Education of the San Diego Unified
School District

By: _____
Name: Marty Stultz

Board Action Officer
Title: San Diego Unified School District
Board of Education

Date: _____

List of Exhibits

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To access a copy of the exhibits, please [click here](#).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 14, 2020
Re: Approval of Professional Services Agreement between RSCCD and CORE Education Services	
Action: Request for Approval	

BACKGROUND

The Los Angeles / Orange County Regional Consortium (LAOCRC) serves 28 colleges across Los Angeles and Orange Counties. A portion of regional Strong Workforce Program (SWP) funding for the Los Angeles sub-region was invested in the Los Angeles Regional Strategy, Innovation, and Marketing Project (LA SIM). LA SIM works with all 19 colleges in the Los Angeles sub-region to reach potential students and ultimately increase enrollment. The project funnels leads through its website, www.ccla.com, and forwards them to sub-regional colleges. LA SIM is now prioritizing converting leads to enrollments. The lead college, Santa Monica College, has partnered with RSCCD to contract for lead conversion services. Funding in the amount of \$100,000 was released to RSCCD to contract for this purpose.

ANALYSIS

CORE Education Services will work with the 19 LA colleges to increase enrollment by converting CCLA leads into enrolled students. The contractor will reach out to contact persons or teams at each of the 19 LA colleges to establish clear guidelines and strategies for responding effectively to CCLA leads forwarded to the college through the LA SIM project. Communication, relationship-building, guidance, and collaboration with Blackboard and each of the 19 LA colleges will continue throughout the period of the contract. The contractor will provide monitoring and reporting at the local and regional level.

RECOMMENDATION

It is recommended that the Board approve the services agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related agreement on behalf of the district.

Fiscal Impact:	\$100,000 (grant-funded)	Board Date: September 14, 2020
Prepared by:	Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic & Workforce Development	
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, Los Angeles / Orange County Regional Consortium and CORE Education Services, having its principal business address located at 1218 N. Astra Dr, Rosemead CA 91770 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 September 15, 2020, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed One Hundred Thousand Dollars (\$100,000.00) ("Contract Amount"). Additional details are specified in **Exhibit A.**
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A.** Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A.** District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A,** Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands

and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Los Angeles / Orange County Regional Consortium
Dr. Adriene Davis / Assistant Vice Chancellor, EWD
2323 N. Broadway Street #328
Santa Ana, CA 92706
714.564.5771

Contractor: CORE Education Services
1218 N. Astra Dr,

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes;

(c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

- 33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
- 34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.


Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash


Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

Pre-approved by:  _____ 8-26-2020
Dr. Adriene Davis, Asst. Vice Chancellor, EWD Date

Pre-approved by: _____ Date
Enrique Perez, Vice Chancellor, Educational Services

CONTRACTOR

BY:  _____
Signature of Authorized Person

PrintName:RandalMorales

PrintTitle:Owner CORE Education

Date: August 24, 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.

Insert detailed Scope of Work & Payment Schedule

Scope of Work

CCLA Leads Coaching

Purpose of the Contract

The contractor will work with the 19 LA colleges to increase enrollment by converting CCLA leads into enrolled students. The contractor will reach out to contact persons or teams at each of the 19 LA colleges to establish clear guidelines and strategies for responding effectively to CCLA leads forwarded to the college through the LA SIM project. Communication, relationship-building, guidance, and collaboration with Blackboard and each of the 19 LA colleges will continue throughout the period of the contract. The contractor will provide monitoring and reporting at the local and regional level.

Activities

Activities are intended to assist potential students to become enrolled in an LA college in their area of interest. This goal will be achieved by working with contacts on each college campus, sharing information and strategies to convert potential students to enrolled students.

Contractor activities include:

1. Liaison of Blackboard processes; ensure Blackboard processes are aligned to community college processes and needs.
2. Help colleges identify appropriate person at local college to follow up with CCLA leads.
3. Provide training, coaching, and resources to college teams following up with CCLA leads.
 - a. Best practices and suggestions
 - b. Templates
 - c. Scripts for phone calls
 - d. Flagging students for reporting purposes.
 - e. Tracking/monitoring mechanism for CCLA lead conversion
4. Regular training and follow-up with contact persons or teams at each college, both one-on-one and in group settings.
5. Regular Convening's/Meetings of Campus Leads to provide updates.
6. Monitoring CCLA leads and conversion rates at a regional level; reporting on an agreed-upon schedule and format

Payment Schedule

The amount to be charged for this work will be 90.00 per hour, not to exceed \$100,000 for the contract period. The Contractor will submit monthly invoices to the District.

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

Educational Services

To: Board of Trustees	Date: September 14, 2020
Re: Approval of Professional Services Agreement with Kleinhenz Economics	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill, the state allocated funds to community colleges to support collaborative regional work to improve the quality of career technical education programs, to increase the number of students who complete these programs in the Los Angeles & Orange County Region's Strong Workforce Program – Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

ANALYSIS

Strong Workforce Program regional funds will be allocated to Kleinhenz Economics to assemble a compendium of historical data on Orange County industries, its labor force, its school-age student population, and other relevant economic indicators. It will also develop a socioeconomic profile of the county's current workforce (both in terms of occupations and worker socioeconomic indicators), and a profile of the county's occupations.

The project director is Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the professional services agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	\$35,700.00	Board Date: September 14, 2020
Prepared by:	Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, Los Angeles / Orange County Regional Consortium and Kleinhenz Economics, having its principal business address located at P.O. Box 41214 Long Beach, CA 90853 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 September 15, 2020, whichever is later, and shall continue in full force and effect thereafter until and including December 11, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:

- A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
- B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
- C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Thirty-Five Thousand Seven Hundred Dollars (\$35,700.00) ("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)
Los Angeles / Orange County Regional Consortium
Dr. Gustavo Chamorro
2323 N. Broadway Street
Santa Ana, CA 92704

Contractor: Kleinhenz Economics
P.O. Box 41214
Long Beach, CA 90853

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



9-1-2019

BY: _____
Signature of Authorized Person

Pre-Approval
Dr. Adriene Davis

Date

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: Robert A. Kleinenz Ph.D.
Signature of Authorized Person

Print Name: Robert A. Kleinenz Ph.D.

Print Title: Principal Economist

Date: August 31, 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.

Insert detailed Scope of Work & Payment Schedule

Organization:	
Contact:	Kleinhenz Economics
Address:	P.O. Box 41214
City:	Long Beach
State and Zip:	CA 90853
Fax:	
EIN:	
Service Period:	9/15/2020 – 12/11/2020
Contract Amount:	\$35,700.00
Project Description:	The purpose of this study is to comprehensively analyze the recent state of the Orange County economy, to develop forecasts of the county's industries, and to identify opportunities for its current and future workforce.
Scope of Work:	Kleinhenz Economics (henceforth, the research team) will assemble a compendium of historical data on Orange County industries, its labor force, its school-age student population, and other relevant economic indicators. It will also develop a socioeconomic profile of the county's current workforce (both in terms of occupations and worker socioeconomics indicators), and a profile of the county's occupations. Please see "Outline of Research" section in Scope of Work for more information.

<p>Deliverables:</p>	<p>The deliverable for this project will be a concise report in “white paper” format with narrative and accompanying tables and graphs, from which the LAOCRC may draw narrative, data, and figures for its own reports, presentations, etc.</p> <p>The research team will schedule a set of biweekly conference call/Zoom meetings to provide progress reports to the LAOCRC.</p> <p>Once the draft report is delivered to the LAOCRC, a conference call/Zoom meeting will be scheduled to discuss the report with the LAOCRC executives and staff. Once LAOCRC delivers comments on the report, the research team will finalize the report and deliver a draft final report. The LAOCRC will have the opportunity for a final review before the final report is completed</p> <p>The research team will include one presentation on behalf of the LAOCRC as a part of its deliverables.</p>
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Exhibit A: Budget Detail: \$ (35,700)

Category	Amount	Budget Justification
Research	\$35,700	The report will be a critical component of the OC SWP Regional Plan.

Exhibit B: Payment Schedule

Date	50% Disbursement	Deliverable	Amount
Date	9/15/20	Beginning of Research	\$17,850
Date	10/15/20	Research continues	\$8,925
Date	12/11/20	Final Report	\$8,925
Date			
Date			

Exhibit C: Planned Major Activities and Major Outcomes

Planned Major Activities
<ul style="list-style-type: none"> Analyze employment, payroll, and establishment trends in the county’s industries, with special emphasis on identified priority industries, and produce employment forecasts by industry Profile the county’s resident workforce in terms of occupations, demographics, and educational attainment Profile the county’s current mix of occupations and develop forecasts of future occupational opportunities Examine the importance and implications of “external” factors such as developments in automation and artificial intelligence, economy-wide trends taking place across the region and nation, and emerging trends that are specific to industries. Identify opportunities for community colleges with respect to workforce training: 1) to focus on new and emerging occupations and industries, and 2) to respond to the increasingly dynamic workforce environment with new “business models” for worker training.
Planned Major Outcomes
<p>The main deliverable for this project will be a concise report in “white paper” format with narrative and accompanying tables and graphs, from which the LAOCRC may draw narrative, data, and figures for its own reports, presentations, etc. The report will be used for the OC SWP regional plan and will also be presented to stakeholders in the region as a potential tool for strategic planning.</p>

Exhibit D: Planned Task Force Recommendations

.SWP Targeted Metrics	
Metrics	Projected Quantity
The project would indirectly impact all SWP metrics focusing on Momentum, Success, Employment and Earnings as it focuses on critical information needed for strategic planning (OC SWP Regional Plan for the next four years), including industry and employment projections that can also be used by OC Community Colleges and Districts for their local investments.	

Kleinhenz Economics
P.O. Box 41214
Long Beach, California 90853
Tel: 213.925.0221
Email: Robert@KleinhenzEconomics.com

DATE: August 31, 2020

TO: Dr. Gustavo Chamorro, Director
LA/OC Regional Consortium, Orange County Office

RE: Economic Analysis/Forecasts in Support of the LA/OC Regional Consortium
2021-2025 Strong Workforce Program Regional Plan

INTRODUCTION: PURPOSE OF STUDY

The LA/OC Regional Consortium consists of 28 community colleges in Los Angeles County and Orange County. It serves as a regional framework to communicate, coordinate, collaborate, promote, and plan career and technical education, workforce development, and economic development in the Los Angeles/Orange County Region.

The Orange County office of the Consortium, henceforth referred to as the LAOCRC, is in the process of developing its next four-year Strong Workforce Program Regional Plan. Covering the period from 2021 through 2025, the plan must account for the current economic situation that is overshadowed by the COVID19 pandemic, and must anticipate developments through at least the first half of the new decade, including changes in the county's industries, changes its workforce/occupational needs, and more fundamental changes to the economy, including demographics, advances in technology (for example, automation and artificial intelligence), and economic cycles.

The plan must align with other regional plan initiatives, particularly those developed by the three Workforce Development Boards in Orange County. It must include information on the local economy, its industries and occupations, and its workforce. It must have a specific focus on priority industries and on living wage opportunities for students.

The purpose of this study is to comprehensively analyze the recent state of the Orange County economy, to develop forecasts of the county's industries, and to identify opportunities for its current and future workforce. The study will

- Analyze employment, payroll, and establishment trends in the county's industries, with special emphasis on identified priority industries, and produce employment forecasts by industry

- Profile the county’s resident workforce in terms of occupations, demographics, and educational attainment
- Profile the county’s current mix of occupations and develop forecasts of future occupational opportunities
- Examine the importance and implications of “external” factors such as developments in automation and artificial intelligence, economy-wide trends taking place across the region and nation, and emerging trends that are specific to industries.
- Identify opportunities for community colleges with respect to workforce training: 1) to focus on new and emerging occupations and industries, and 2) to respond to the increasingly dynamic workforce environment with new “business models” for worker training.

OUTLINE OF RESEARCH: METHODOLOGY AND DATA

Kleinhenz Economics (henceforth, the research team) will assemble a compendium of historical data on Orange County industries, its labor force, its school-age student population, and other relevant economic indicators. It will also develop a socioeconomic profile of the county’s current workforce (both in terms of occupations and worker socioeconomic indicators), and a profile of the county’s occupations.

The research team will then develop five-year projections of key industry and occupational indicators and the county’s community college student population. It will also develop a matrix of occupational requirements for selected industries in the county so as to depict both the overall outlook for occupations and the training/educational requirements that are associated with those occupations.

Based on a review of the literature and experiences across the country, the research team will discuss alternative “business models” for instruction and training that may better meet the needs of the region’s employers using innovative approaches that may include college-business partnerships, customized employer training, and the like.

Finally, the research team will discuss potential future developments that may affect the landscape for the county’s workers, and in turn, the educational and training offerings of the county’s community colleges.

DATA NEEDS

Most of the data for this study will come from official sources, although it may also rely on sources that are available through the LAOCRC. In general, historical data will go back at least 5 years and will be drawn from sources such as the California EDD, the California Department of Finance, the US Bureau of Labor Statistics, the US Bureau of Economic Analysis, and the US Bureau of the Census. In developing 5-year forecasts, the research team will evaluate existing projections/forecasts for possible use in the analysis. For example, demographic projections are available from the Demographic Research Unit of the California Department of Finance, including projections of student age demographic cohorts. If deemed reasonable, these projections may be used or modified as needed for the present project.

Otherwise, the researchers will develop their own high-level forecasts and projections that will drive forecast at a more detailed level.

Per discussion with the LAOCRC and its partners, the researchers will work closely with the LAOCRC to use both official government data and other data (EMSI, Burning Glass) that is available through the LAOCRC and may expand the breadth of the data compendium, the forecasts, and the analysis.

DELIVERABLES

The deliverable for this project will be a concise report in “white paper” format with narrative and accompanying tables and graphs, from which the LAOCRC may draw narrative, data, and figures for its own reports, presentations, etc.

The research team will schedule a set of biweekly conference call/Zoom meetings to provide progress reports to the LAOCRC.

Once the draft report is delivered to the LAOCRC, a conference call/Zoom meeting will be scheduled to discuss the report with the LAOCRC executives and staff. Once LAOCRC delivers comments on the report, the research team will finalize the report and deliver a draft final report. The LAOCRC will have the opportunity for a final review before the final report is completed.

The research team will include one presentation on behalf of the LAOCRC as a part of its deliverables. Additional presentations may be given with fees as shown below.

PROJECT TIMELINE

Project commences	Tuesday, September 15, 2020
Draft report delivered	Friday, October 30, 2020
Client feedback due	Friday, November 6, 2020
Final report delivered	Friday, December 11, 2020

ADMINISTRATION AND FEES

The economic study described herein will be conducted by Kleinhenz Economics with collaborative support from the LAOCRC.

Fees and Terms:

WHITE PAPER REPORT: Economic Analysis/Forecasts in Support of the LA/OC Regional Consortium 2021-2025 Strong Workforce Program Regional Plan	\$35,700
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The project fee includes a report, one virtual meeting with LAOCRC staff to discuss the report findings, and one presentation, to be delivered remotely via conference call or virtual meeting. Additional virtual presentations may be scheduled, subject to availability, at a cost of \$2,000 each. In-person presentations in the Los Angeles-Orange County region may be schedule, subject to availability, at a cost of \$3,000 plus incidental travel expenses.

Because this is a custom project, Kleinhenz Economics will work with the LAOCRC to develop a scope and budget that will meet the LAOCRC's objectives.

The proposed invoicing and payment schedule are as follows:

- An invoice will be issued for $\frac{1}{2}$ of the total upon receipt of a signed agreement
- An invoice will be issued for $\frac{1}{4}$ of the total upon delivery of the draft report
- An invoice will be issued for $\frac{1}{4}$ of the total upon acceptance of the final report

Please email/mail a signed copy of page 5 (NEXT PAGE) of this agreement to Kleinhenz Economics, retaining original for your records.

SIGNATURE PAGE

Los Angeles Orange County Regional Consortium (LAOCRC)

Name

Title

Signature

Date

Kleinhenz Economics
Robert A. Kleinhenz, Ph.D.
Principal Economist

Signature

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 14, 2020
Re: Approval of Amendment to Agreement with Telos Educational Services	
Action: Request for Approval	

BACKGROUND

This is an amendment to an existing agreement for a “Term” extension. On July 13, 2020 the Board of Trustees approved an agreement with Telos Educational Services for Strong Workforce Program—Regional Funds Initiative.

The Los Angeles / Orange County Regional Consortium is asking for an extension of the agreement’s term due to additional scope of work being requested for the Hard to Convert Career Education research, which includes exploring innovative virtual and/or simulated remote/online platforms for over 12 Career Education TOP Codes across the 28 Los Angeles and Orange County Community Colleges within the regional consortium. This commissioned research requires additional time to see it through implementation.

ANALYSIS

The amendment to this agreement is extending the “Term” from August 31, 2020 to December 15, 2020. The new agreement term will be from July 13, 2020 – December 15, 2020. The original approved agreement was in the amount of \$21,685.00 and it will be amended to \$26,645.00 to reflect the funding for the additional scope of work listed in the attached revised Exhibit A (Scope of Work/Detail Budget).

The project director is Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic and Workforce Development and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the amendment to the agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	\$4,960.00	Board Date: September 14, 2020
Prepared by:	Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**FIRST AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND TELOS EDUCATIONAL SERVICES**

This First Amendment to Agreement is dated effective as of the later of September 15, 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 Telos Educational Services; a partnership having its principal business address located at 12672 Limonite Ave, STE 3E #269, Eastvale, CA 92880 (hereinafter called "Contractor").

District and Contractor entered into a certain Agreement dated effective August 13, 2020 (the "Agreement").

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

1. Section 2 "Term" of the Agreement is hereby amended by extending the Term of the Agreement from August 31, 2020 to December 15, 2021. The new agreement "Term" should reflect July 13, 2020-December 15, 2021.

In addition, Exhibit A, attached to the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as provided in REVISED Exhibit A (to include additional Scope of Work for the Hard-to-Convert Career Education research project and changing the total of the agreement amount), attached to this Amendment and incorporated for all purposes. The total amount of the agreement should be amended from \$21,685.00 to \$26,645.00 to reflect the additional highlighted work listed on the REVISED Exhibit A.

2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between District and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

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

Pre-Approved:

Enrique Perez, *Date*
Vice Chancellor of Educational Services

Rancho Santiago Community College District

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

BY: 

Signature of Authorized Person

Print Name: Dr. Kevin Fleming

Print Title: CEO

Date: 8/31/2020

BY: _____
Signature

Print Name: Peter J. Hardash

Title: Vice Chancellor of Business Operations & Fiscal Services

Date: _____

TEL Ω S Educational Services

Fulfill your Potential

REVISED SCOPE OF WORK

August 13, 2020

To:

Dr. Alex Davis

LA/OC RC

RSCCD

SERVICE DESCRIPTION

In response to the Los Angeles Orange County Regional Consortiums Scope of Work entitled "Hard to Convert CTE Laboratory Program Research Project," the following work shall be performed before Dec 15, 2020. [Revised Scope of Work in blue \(8/13/2020\) totaling \\$4,960.](#)

PROJECT EXECUTION	BUDGET
Task: Compile list of hard to convert laboratory programs	
1. Review identified programs with CEO workgroup and Alex	\$185
Task: Research places/organizations currently using innovative techniques for hard to convert CTE laboratory programs	
1. Conduct literature review for effective, successful practices in other regions/systems/states	\$3,250
2. Review industry-specific and association publications	\$475
3. Review (ACTE, CTEonline, etc.) webinars on COVID responses to converting CTE online	\$740
4. Review and cull existing online CTE resources (Vision Resource Center, Center for Digital Education, AdvanceCTE, etc.)	\$550
5. Cull available vendors for online CTE programs simulations/platforms	\$995
6. Rank/prioritize available vendors for online CTE programs simulations/platforms	\$220
7. Write a summary of each effectively utilized resource/platform/simulation	\$1,650
8. Write Guiding Principles for LA/OCRC future adoption	\$185
Task: Subject Matter Experts (SME) Interviews: Speak with experts and/or partners to gain an understanding of existing available resources	
1. Develop SME interview list	\$475
2. Contact and schedule Interviews	\$380
3. Create Interview protocols and questions based on identified LA/OCRC "hard to convert" programs	\$185
4. Conduct 20+ SME Interviews	\$3,700
5. Compile SME notes and topline findings	\$2,000
6. Identify common themes	\$185

Task: Research and explore various resources and/or practices employed by online colleges for online virtual and simulated platforms	
1. Identify online colleges/districts with online CTE program offerings	\$93
2. Review district offerings to identify alignment with LA/OC "hard to convert" CTE programs	\$238
3. Digital research of utilized platform, systems, or vendor	\$285
4. Contact, schedule, and conduct SME interviews for key programs/colleges (e.g. Calbright College)	\$925
5. Email communications and response analysis of online CTE programs simulations/platforms when SME Interview is nonresponsive	\$555
6. Write a summary of each effectively utilized platform/simulation from online college(s)	\$463

Task: Compile Data and present to various Group	
1. Identify top 1-3 recommendations for adoption within each program area	\$463
2. Provide 'Key Questions to Consider' for LA/OC future adoption	\$555
3. Compile summary data and present synopsis to regional Deans during two separate Zoom meetings for feedback	\$925
4. Participate in preliminary review of findings/presentation on August 3rd	\$185
5. Create powerful presentation (Executive Summary) of process, key findings, and recommendations	\$1,750
6. Delivery of presentation to CEO Work Group on Aug 6, 2020	\$1,000
7. Regional presentation for the LA/OCRC member colleges and colleagues	\$1,000
8. Follow-up calls with key vendors and partners (e.g. TRANSFRVR) and facilitation of information to LA/OCRC representatives to aid in future implementation	\$285
9. Update and revise presentation for virtual presentation and deliver report findings during the CCCAOE conference in collaboration with the LA/OCRC representatives	\$1,750
10. One additional presentation of key findings in collaboration with LA/OCRC (to either state entities, regional faculty, or other stakeholder group).	\$1,000

Revised Project Total \$26,645

TERMS

Net 30. Payable upon Invoice.
 Inclusive of all materials, tax, incidentals, lodging, and travel.
 EIN : 26-4062030

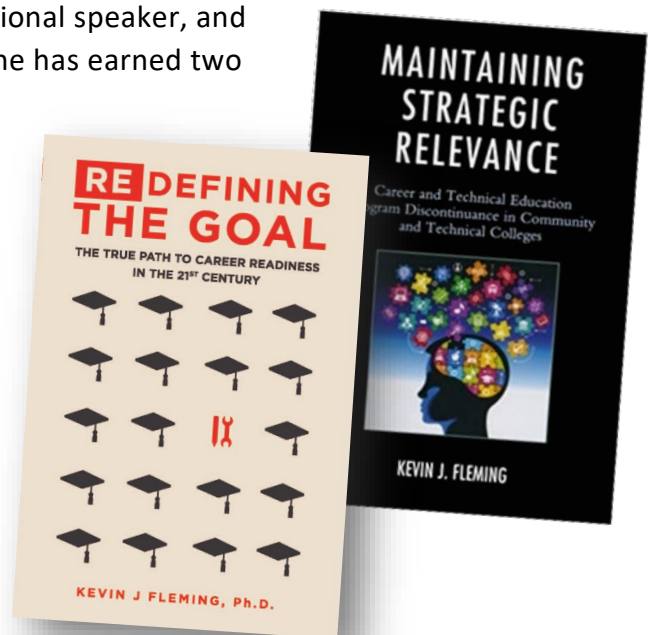
Address all purchase orders, payments, and written correspondence to: **NEW ADDRESS**
 Dr. Kevin Fleming
 12672 Limonite Ave
 STE 3E #269
 Eastvale, CA 92880

ABOUT KEVIN FLEMING



Producer of the viral animation video “*Success in the New Economy*,” and author of the bestseller, “*(Re)Defining the Goal*,” Dr. Fleming is a passionate advocate for ensuring all students enter the labor market with a competitive advantage. After analyzing workforce needs and providing customized geospatial labor market research for the largest higher education system in the world (the California Community Colleges) he supported and advocated for over 40 career & technical education programs as a CTE Dean of Instruction for eight years. He currently advances education to transform lives and society as the Vice President of Strategic Development at Norco College (part of Riverside Community College District, California). He is also an Adjunct faculty member, Executive Vice President of Future N Focus Enterprises, and CEO of Telos Educational Services.

Dr. Fleming is a first-generation college student, national speaker, and recovering academic elitist. A true life-long learner, he has earned two Bachelor’s degrees from Loyola Marymount University (Psychology & Philosophy); a Master of Arts from The Ohio State University (Educational Policy & Leadership), a MBA from the University of Redlands, and a Ph.D. in Education from Claremont Graduate University...but it was his CTE industry certification in geographical information systems (GIS) that lifted him out of working poverty. He is a proud eagle scout, father, Buckeye, has completed five marathons, and won a spelling bee in the third grade.



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5.6 (5)

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ACTION</u>
5.8	<u>Approval of Professional Services Agreement with Telos Educational Services</u> The board approved the services agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.9	<u>Approval of Auxiliary Organizations in Good Standing – Administrative Regulation/Board Policy 3600</u> The board approved the list of auxiliary organizations in good standing as presented.	<u>Approved</u>
5.10	<u>Approval of Return to Work Action Plan</u> The board approved the revised Return to Work Action Plan as presented.	<u>Approved as Revised</u>
6.1	<u>Approval of Management/Academic Personnel</u>	<u>Approved</u>
6.2	<u>Approval of Classified Personnel</u>	<u>Approved</u>
6.3	<u>Approval of Professional Services Agreement with Solomon Law APC for Investigative Services</u> The board approved the professional services agreement with Solomon Law APC for investigative services as presented.	<u>Approved</u>
6.4	<u>Adoption of Resolution No. 20-15 for Adoption of Public Agency Retirement Services (PARS) Retirement Plan</u> The board adopted Resolution No. 20-15.	<u>Approved</u>
6.5	<u>Approval of Agreement for Administrative Services with Phase II Systems Corporation dba Public Agency Retirement Services</u> The board approved the administrative services agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into the agreement on behalf of the district.	<u>Approved</u>
6.6	<u>Authorization for Board Travel/Conferences</u> The board authorized the submitted conference and travel by board members.	<u>Approved</u>

NEXT MEETING - The next regular meeting of the Board of Trustees will be held on Monday, August 10, 2020, at the District office, 2323 North Broadway, Room #107, Santa Ana, California.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 13, 2020
Re: Approval of Professional Services Agreement with Telos Educational Services	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to the community colleges to support collaborative, regional work to improve the quality of career technical education programs and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the regional.

The Los Angeles / Orange County Regional Consortium would like to contract Telos Educational Services to execute a research project analyzing the impact of COVID-19 and transitioning Career Programs and Laboratories into the remote and online environment. The LAOCRC Governance Council commission a subcommittee of CEOs to begin developing a scope of work for the “Hard to Convert” Career Education programs to research and leverage existing technologies and innovative virtual and simulated platforms to understand how they are being implemented state wide at other districts/colleges.

ANALYSIS

The CEO Subcommittee interviewed several prospects and approved Strong Workforce Program funds being used to contract with Telos Educational Services to execute the “Hard to Convert CTE Laboratory Program Research Project” from July 14, 2020 to August 30, 2020. The total funded amount is \$21,685.00 as stipulated on the agreement and Scope of Work.

The project director is Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic and Workforce Development and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the services agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	\$21,685.00	Board Date: July 13, 2020
Prepared by:	Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Los Angeles / Orange County Regional Consortium and Telos Educational Services, having its principal business address located at 12672 Limonite Avenue, Ste. 3E #269, Eastvale, CA 92880, hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 14, 2020, whichever is later, and shall continue in full force and effect thereafter until and including August 30, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

giving a written notice of termination.

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed twenty-one thousand six hundred and eightyfive Dollars (\$21,685.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that

Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
LA / OC Regional Consortium/ Dr. Adriene "Alex" Davis
Assistant Vice Chancellor of Economic Workforce Development
2323 N Broadway, Room #328
Santa Ana, CA 92706

Contractor: Kevin J Fleming
12672 Limonite Ave, STE 3E #269
Eastvale, CA 92880

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

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

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

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

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

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

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

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

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

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

for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: 

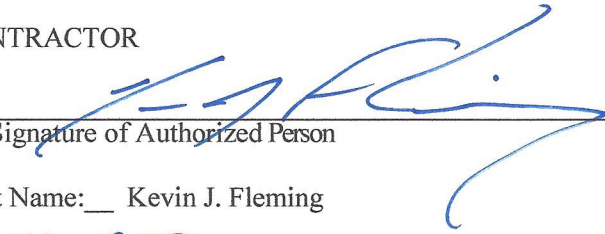
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: Aug 13, 2020

CONTRACTOR

BY: 

Signature of Authorized Person

Print Name: Kevin J. Fleming

Print Title: CEO

Date: 8-13-2020

Board Approved: July 13, 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.

See attached Scope of Work & Payment Schedule

TEL Ω S Educational Services*Fulfill your Potential*

ESTIMATE

July 2, 2020

To:

Dr. Alex Davis
LA/OC RC
RSCCD

SERVICE DESCRIPTION

In response to the Los Angeles Orange County Regional Consortiums Scope of Work entitled "Hard to Convert CTE Laboratory Program Research Project," the following work shall be performed by August 6, 2020.

PROJECT EXECUTION	BUDGET
Task: Compile list of hard to convert laboratory programs	
1. Review identified programs with CEO workgroup and Alex	\$185
Task: Research places/organizations currently using innovative techniques for hard to convert CTE laboratory programs	
1. Conduct literature review for effective, successful practices in other regions/systems/states	\$3,250
2. Review industry-specific and association publications	\$475
3. Review (ACTE, CTEonline, etc.) webinars on COVID responses to converting CTE online	\$740
4. Review and cull existing online CTE resources (Vision Resource Center, Center for Digital Education, AdvanceCTE, etc.)	\$550
5. Cull available vendors for online CTE programs simulations/platforms	\$995
6. Rank/prioritize available vendors for online CTE programs simulations/platforms	\$220
7. Write a summary of each effectively utilized resource/platform/simulation	\$1,650
8. Write Guiding Principles for LA/OCRC future adoption	\$185
Task: Subject Matter Experts (SME) Interviews: Speak with experts and/or partners to gain an understanding of existing available resources	
1. Develop SME interview list	\$475
2. Contact and schedule Interviews	\$380
3. Create Interview protocols and questions based on identified LA/OCRC "hard to convert" programs	\$185
4. Conduct 20+ SME Interviews	\$3,700
5. Compile SME notes and topline findings	\$2,000
6. Identify common themes	\$185

EXHIBIT A - 2 of 4

Task: Research and explore various resources and/or practices employed by online colleges for online virtual and simulated platforms

- | | |
|--|-------|
| 1. Identify online colleges/districts with online CTE program offerings | \$93 |
| 2. Review district offerings to identify alignment with LA/OC "hard to convert" CTE programs | \$238 |
| 3. Digital research of utilized platform, systems, or vendor | \$285 |
| 4. Contact, schedule, and conduct SME interviews for key programs/colleges (e.g. Calbright College) | \$925 |
| 5. Email communications and response analysis of online CTE programs simulations/platforms when SME Interview is nonresponsive | \$555 |
| 6. Write a summary of each effectively utilized platform/simulation from online college(s) | \$463 |

Task: Compile Data and present to CEO Work Group

- | | |
|---|---------|
| 1. Identify top 1-3 recommendations for adoption within each program area | \$463 |
| 2. Provide 'Key Questions to Consider' for LA/OC future adoption | \$555 |
| 3. Participate in preliminary review of findings/presentation on August 3rd | \$185 |
| 4. Create powerful presentation (Executive Summary) of process, key findings, and recommendations | \$1,750 |
| 5. Delivery of presentation to CEO Work Group on Aug 6, 2020 | \$1,000 |

Project Total \$21,685

TERMS

Net 30. Payable lump sum after event.

Inclusive of all materials, tax, incidentals, lodging, and travel.

EIN : 26-4062030

Address all purchase orders, payments, and written correspondence to: **NEW ADDRESS**

Dr. Kevin Fleming
12672 Limonite Ave
STE 3E #269
Eastvale, CA 92880

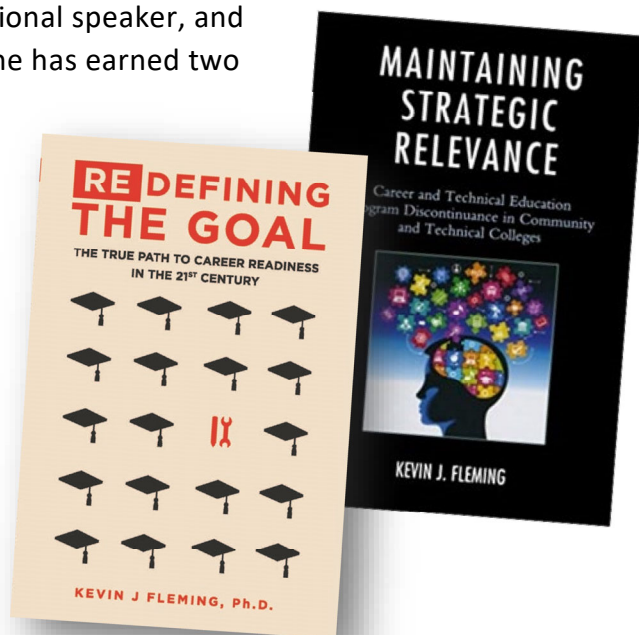
EXHIBIT A - 3 of 4

ABOUT KEVIN FLEMING



Producer of the viral animation video “*Success in the New Economy*,” and author of the bestseller, “*(Re)Defining the Goal*,” Dr. Fleming is a passionate advocate for ensuring all students enter the labor market with a competitive advantage. After analyzing workforce needs and providing customized geospatial labor market research for the largest higher education system in the world (the California Community Colleges) he supported and advocated for over 40 career & technical education programs as a CTE Dean of Instruction for eight years. He currently advances education to transform lives and society as the Vice President of Strategic Development at Norco College (part of Riverside Community College District, California). He is also an Adjunct faculty member, Executive Vice President of Future N Focus Enterprises, and CEO of Telos Educational Services.

Dr. Fleming is a first-generation college student, national speaker, and recovering academic elitist. A true life-long learner, he has earned two Bachelor’s degrees from Loyola Marymount University (Psychology & Philosophy); a Master of Arts from The Ohio State University (Educational Policy & Leadership), a MBA from the University of Redlands, and a Ph.D. in Education from Claremont Graduate University...but it was his CTE industry certification in geographical information systems (GIS) that lifted him out of working poverty. He is a proud eagle scout, father, Buckeye, has completed five marathons, and won a spelling bee in the third grade.



Keynotes | Organizational Strategy | Professional Development | Animated Videos | Research

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 14, 2020
Re: Approval of Second Amendment to Agreement with Salytics	
Action: Request for Approval	

BACKGROUND

This is a second amendment to an existing agreement for a “Term” extension. On July 15, 2019 the Board of Trustees approved an agreement with Salytics for Strong Workforce Program—Regional Funds Initiative. The first amendment was approved by the Board of Trustees on July 13, 2020.

The Los Angeles / Orange County Regional Consortium is asking for an amendment of the current Scope of Work to reflect an additional Scope of Work listing new work commissioned by the LAOCRC Governance Council (District Leaders) to conduct research on “Hard-to-Convert” Career Education Laboratory/Practicum Programs due to the impact of COVID-19. Research to be conducted with organizations, employers, and career education practitioners within and outside the State of California to identify innovative technologies and simulated/virtual platforms of practice.

ANALYSIS

The amendment to this agreement is adding new Scope of Work (Exhibit B) to the current Scope of Work (Exhibit A) for the CTE Hard to Convert Research Project. The amount due for the new listed Scope of Work (Exhibit B) is \$15,350.

The project director is Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic and Workforce Development and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the second amendment to the agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	\$15,350.00	Board Date: September 14, 2020
Prepared by:	Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**SECOND AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND SALYTICS**

This Second Amendment to Agreement is dated effective as of the later of September 15, 2020 or the date fully executed by both parties ("Effective Date") and is entered into by and between Rancho Santiago Community College District ("District"), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and Salytics; a partnership having its principal business address located at 103 N Bonnie Avenue, Pasadena, CA 91106 (hereinafter called "Contractor").

District and Contractor entered into a certain Agreement dated effective July 16, 2019 (the "Agreement").

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

1. Exhibit A, attached to the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as provided in Exhibit A and B (adding additional Scope of Work (to include Hard-to-Convert Career Education research and changing the total of the agreement amount), attached to this Amendment and incorporated for all purposes. The total amount of the agreement should be amended from \$78,000.00 to \$93,350.00 to reflect the additional work stated on Exhibit B.
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between District and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

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

IN WITNESS WHEREOF, Parties hereby agree.

Pre-Approved:

Enrique Perez,
Vice Chancellor of Educational Services

Date

CONTRACTOR

BY: _____

Signature of Authorized Person

Print Name: Lori Sanchez

Print Title: Principal

Date: 08/31/2020

Rancho Santiago Community College District

BY: _____
Signature

Print Name: Peter J. Hardash

Title: Vice Chancellor of Business Operations & Fiscal Services

Date: _____

Name: Salytics

In addition to Scope of Work (Exhibit A) from Agreement dated and executed 7/16/2019, the contractor will perform

additional services listed on the new scope of work shown below (Exhibit B).

Contact: lorisanchez04@gmail.com

Address: PO Box 60194, Pasadena, CA 91116

Telephone: 951-536-0822

Fax: N/A

EIN#: W-9 on file with district

Service Period: September 15, 2020 or when agreement amendment is executed– June 30, 2021.

Contract Amount: \$15,350

Description: Hard to Convert CTE Laboratory Programs

Scope of Work: The individual sub-tasks under each major “Task” is the work to be completed for the above listed contract amount of \$15,350. Final delivery of work by December 31, 2020.

Lori will support the Los Angeles/Orange County region in the following ways:

Task: Research places/organizations currently using innovative techniques for hard to convert CTE laboratory programs

1. Conduct research and review of what constitutes "hard to convert" programs
2. Identify "hard to convert" programs that are offered in the LA/OC colleges
3. Identify "hard to convert" programs with relevancy to regional labor market
4. Identify "hard to convert", labor market relevant programs with high enrollment (impact)
5. Review identified programs with CEO workgroup and Alex
6. Develop questionnaire to be distributed to representatives of all LA/OC colleges
7. Create survey monkey survey
8. Distribute survey
9. Analyze survey responses
10. Inventory/Write summation of existing DE solutions for each "hard to convert" program

Task: SME Interviews: Speak with experts and/or partners to gain an understanding of existing available resources

1. Identify common themes based on interviews with subject matter experts

Task: Research and explore various resources and/or practices employed by online colleges for online virtual and simulated platforms

1. Identify online colleges/districts with online CTE program offerings
2. Review district offerings to identify alignment with LA/OC "hard to convert" CTE programs
3. Digital research of utilized platform, systems, or vendor
4. Write a summary of each effectively utilized platform/simulation from online college(s)



Strong WorkForce

LAOCRC is supported by the CA Community College Chancellor's Office and Strong Workforce Program grant.
2323 N. Broadway, Santa Ana, CA 92706
714-564-5574

5.7 (3)

laocr@rscdd.edu
www.laocr.org

Task: Compile Data and present to CEO Work Group

1. Identify top 1-3 recommendations for adoption within each program area
2. Format, graphic design, and copy edit final report
3. Participate in preliminary review of findings/presentation on August 3rd
4. Create powerful presentation (Executive Summary) of process, key findings, and recommendations
5. Delivery of presentation to CEO Work Group on Aug 6, 2020

Payment Schedule: \$15,350.00 Pay upon finalizing the deliverables listed above for the Hard to Convert CTE Laboratory Programs .



Strong WorkForce

LAOCRC is supported by the CA Community College Chancellor's Office and Strong Workforce Program grant.

2323 N. Broadway, Santa Ana, CA 92706
714-564-5574

5.7 (4)

laocr@rscd.edu
www.laocr.org

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ACTION</u>
5.1	<u>Approval of Resource Development Items</u> The board approved budgets, accepted grants, and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following: - California Adult Education Program (SAC & SCC) \$2,841,435 - Saint Joseph Hospital On-Site Associate Degree Nursing Program (SAC) \$ 145,255	<u>Approved</u>
5.2	<u>Approval of Sub-Agreement between RSCCD and Coronado Unified School District Selected to Host Strong Workforce Program K12 Pathway Coordinator</u> The board approved the sub-agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.3	<u>Approval of Correction to Sub-Agreement between RSCCD and Foundation for Grossmont and Cuyamaca Colleges to Award Strong Workforce Program K14 Technical Assistance Provider Grant</u> The board approved the correction to the sub-agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.4	<u>Adoption of Resolution N. 20-11 for California Department of Education for California State Preschool Program (Contract #CSPP-0363)</u> The board adopted the resolution with the California Department of Education and authorized the Chancellor or his designees to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.5	<u>Adoption of Resolution N. 20-12 for California Department of Education for General Child Care and Development Program (Contract #CCTR-0164)</u> The board adopted the resolution with the California Department of Education and authorized the Chancellor or his designees to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.6	<u>Approval of Sub-Agreement between RSCCD and El Camino Community College District to Provide Training Funded by California Employment Training Panel (ETP)</u> The board approved the sub-agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.7	<u>Approval of Amendment to Agreement with Salytics</u> The board approved the amendment to the agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 13, 2020
Re: Approval of Amendment to Agreement with Salytics	
Action: Request for Approval	

BACKGROUND

On July 15, 2019 the Board of Trustees approved an agreement with Salytics for Strong Workforce Program—Regional Funds Initiative. **This is an amendment to an existing agreement for a “Term” extension.**

The Los Angeles / Orange County Regional Consortium **requests** an extension of the agreement’s term due the impact of COVID-19, closure of the Los Angeles and Orange counties community college campuses, and gaining needed access to campus stakeholders for data mining and collection.

ANALYSIS

The amendment to this agreement is extending the “Term” from June 30, 2020 to June 30, 2021. A total of \$39,000 was paid to the contractor upon execution of the first agreement and there is a current balance of \$39,000.

The project director is Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic and Workforce Development and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the amendment to the agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: None	Board Date: July 13, 2020
Prepared by: Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

**FIRST AMENDMENT TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND SALYTICS**

This First Amendment to Agreement is dated effective as of the later of July 14, 2020 or the date fully executed by both parties ("Effective Date") and is entered into by and between Rancho Santiago Community College District ("District"), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and Salytics.; a partnership having its principal business address located at 103 N Bonnie Avenue, Pasadena, CA 91106 (hereinafter called "Contractor").

District and Contractor entered into a certain Agreement dated effective July 16, 2019 (the "Agreement").


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

1. Section 2 "Term" of the Agreement is hereby amended by extending the Term of the Agreement from June 30, 2020 to June 30, 2021. The new agreement "Term" should reflect July 16, 2019-June 30, 2021.
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between District and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.


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

IN WITNESS WHEREOF, Parties hereby agree.


CONTRACTOR

BY: 
Signature of Authorized Person
Print Name: Lori Sanchez
Print Title: Principal
Date: 6-28-20

Rancho Santiago Community College District

BY: 
Signature
Print Name: Peter J. Hardash
Title: Vice Chancellor of Business Operations & Fiscal Services
Date: Aug 13, 2020

Pre-Approval:

By: 
Enrique Perez,
Vice Chancellor of Educational Services
Date: 6/30/2020

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ACTION</u>
5.7	<u>Adoption of Resolution No. 19-26 for Office of Statewide Health Planning and Development for Song-Brown Health Care Workforce Training Program. Registered Nurse Education Capitation Grant (Agreement #GA18-SBRNC 1000063)</u> The board adopted Resolution No. 19-26 with the Office of Statewide Health Planning and Development and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.8	<u>Approval of Extension of Lease Agreement between RSCCD and Los Angeles Area Chamber of Commerce for Strong Workforce Program</u> The board approved the lease agreement extension and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.9	<u>Approval of Event Sale Agreement between RSCCD and Hvatt Regency Huntington Beach</u> The board approved the sales agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.10	<u>Approval of Professional Service Agreement between RSCCD and MiraCosta College for Strong Workforce Program – Regional Funds Initiative (DO #18-2225-37)</u> The board approved the service agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.11	<u>Approval of Professional Service Agreement between RSCCD and Salytics for Strong Workforce Program – Regional Funds Initiative (DO #18-2225-37)</u> The board approved the service agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.	<u>Approved</u>
5.12	<u>Approval of Auxiliary Organizations in Good Standing – Administrative Regulations/Board Policy 3600</u> The board approved the following auxiliary organizations in good standing as presented: <ul style="list-style-type: none">• Associated Student Government of Santa Ana College• Associated Student Government of Santiago Canyon College• Santa Ana College Foundation• Santiago Canyon College Foundation• Rancho Santiago Community College District Foundation	<u>Approved</u>
5.13	<u>Approval of Authorization of Signatures</u> The board approved the revised list of authorized signatures.	<u>Approved</u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 15, 2019
Re: Approval of Professional Service-Agreement between RSCCD and Salytics for the Strong Workforce Program - Regional Funds Initiative	
Action: Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill the state allocated funds to community colleges to support collaborative, regional work to improve the quality of career technical education programs and to increase the number of students who complete these programs and enter industry sectors with high-wage occupations in the region. Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program - Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region, and developing and submitting program and expenditure reports to the Chancellor's Office.

ANALYSIS

Strong Workforce Program regional funds will be allocated to Salytics. Regional data validation and communication project will support the Los Angeles/Orange County region in the following ways: Develop the plan for data collection, data organization, data storage and execute a plan for communication and use of project deliverables in coordination with regional executive director/vice chancellor and regional consortium chairs/directors. Compile quantitative and qualitative data and information from regional strong workforce projects and conduct outcomes analysis. Produce an economic impact study of the value of Los Angeles community college career education programs to the Los Angeles county economy in coordination with the Centers of Excellence for Labor Market Research. The period of performance is July 16, 2019, to June 30, 2020. The cost shall not exceed \$78,000.

The project director Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development and project administrator is Enrique Perez, J.D., Vice Chancellor of Educational Services.

RECOMMENDATION

It is recommended that the Board approve the service agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$78,000.00 (grant-funded)	Board Date: July 15, 2019
Prepared by: Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	5.7 (9)

PR# 45511



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, Los Angeles/ Orange County Regional Consortium and Salytics, having its principal business address located at , PO Box 60194, Pasadena, CA 91116 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

- Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 16, 2019, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

giving a written notice of termination.

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Seventy-Eight Thousand Dollars (\$78,000.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
- Contractor's Insurance to be Primary. Any insurance or self-insurance maintained by the District, its board of trustees, officials, employees, volunteers, and agents shall be excess of the Contractor's insurance and shall not contribute with it.
- Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. All certificates must be delivered before Work is to commence. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.
- Waiver of Subrogation. Contractor hereby grants to District, its board of trustees, employees, volunteers, and agents a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District, its board of trustees, officials, employees, volunteers, and agents by virtue of the payment of any loss under such insurance. Contractor shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District, its board of trustees, officials, employees, volunteers, and agents have received a waiver of subrogation endorsement from the insurer.
- An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet District's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.
- If Contractor maintains broader coverage and/or higher limits than the minimums required herein, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that

Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Los Angeles/ Orange County Regional Consortium
Sector Analysis Report
2323 N. Broadway Street #328
Santa Ana, CA 92706

Contractor: Salytics
PO Box 60194
Pasadena, CA 91116

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

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

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

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

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

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

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

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

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

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

for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____


Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

7/19/19

CONTRACTOR

BY: _____


Signature of Authorized Person

Print Name: _____

Lyn Sanchez

Print Title: _____

CEO

Date: _____

7/23/19

Board Approved: July 15, 2019

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Scope of Work:

Lori Sanchez will support the Los Angeles/Orange County region in the following ways:

1. Develop the plan for data collection, data organization, data storage
2. Compile quantitative and qualitative data and information from regional strong workforce projects and conduct outcomes analysis
3. Develop and execute a plan for communication and use of project deliverables in coordination with regional executive director/vice chancellor and regional consortium chairs/directors
4. Produce an economic impact study of the value of Los Angeles community college career education programs to the Los Angeles county economy in coordination with the Centers of Excellence for Labor Market Research
5. Develop and implement a plan and model for data validation of regional investments, resources, and partnerships to inform continuous improvement.

Name: Salytics

Contact: lorisanchez04@gmail.com

Address: PO Box 60194, Pasadena, CA 91116

Telephone: 951-536-0822

Fax: N/A

EIN#: See attached W-9

Service Period: July 16, 2019- June 30, 2020

Contract Amount: \$78,000

Description: Regional data validation and communication

Scope of Work:

Lori will support the Los Angeles/Orange County region in the following ways:

1. Develop the plan for data collection, data organization, data storage
2. Compile quantitative and qualitative data and information from regional strong workforce projects and conduct outcomes analysis
3. Develop and execute a plan for communication and use of project deliverables in coordination with regional executive director/vice chancellor and regional consortium chairs/directors
4. Produce an economic impact study of the value of Los Angeles community college career education programs to the Los Angeles county economy in coordination with the Centers of Excellence for Labor Market Research
5. Develop and implement a plan and model for data validation of regional investments, resources, and partnerships to inform continuous improvement.

Deliverables:

Objectives	Activities	Outcomes
Create a plan for data collection, organization and storage	A plan for what data will be collected, how it will be collected, where it will be stored, how it will be organized will be developed and approved by the regional consortium executive director	A plan is developed for the initial phase of the project, data collection. This plan will be shared with the regional consortium executive director and consortium chairs
Develop a database of quantitative and qualitative data from regional strong workforce projects.	Work with executive director and regional consortium chairs to collect, organize, and analyze	Project deliverables are defined and accepted by regional consortium leadership



Los Angeles Orange County Regional Consortium

<p>Create and execute a plan for communication of project deliverables</p>	<p>Work with executive director and regional consortium chairs to outline a plan for the communication and delivery of final project deliverables</p>	<p>A communication and delivery plan is defined and accepted by regional consortium leadership</p>
<p>Manage the production and distribution of a regional economic impact report</p>	<p>Work with Emsi and the Centers of Excellence to produce an economic impact analysis of the Los Angeles community college career education programs</p>	<p>Regional leaders (CEOs, CIOs, Deans, Faculty, and others) are provided with information to support the ongoing external communication of the value of community college career education programs to stakeholders and decision makers</p>
<p>Develop a plan and model for data validation of regional investments</p>	<p>Assess factors that contribute to positive growth of strong workforce metrics (enrollment, completion, labor market demand, etc)</p>	<p>Provide information on return on investment, opportunities for continuous improvement, impact on enrollment, completion and employment metrics</p>



Exhibit A: Budget Detail: \$78,000.00

Category	Amount	Budget Justification
Salary	\$78,000.00	\$78,000.00 is allocated to salary.



LACRC is supported by the CA Community College Chancellor's Office and Strong Workforce Program grant.
2323 N. Broadway, Santa Ana, CA 92706
714-564-5574

Exhibit B: Payment Schedule

Date	Amount	Summary of accomplished activities provided	
7/16/2019	\$39,000.00	N/A	Invoice 1
8/1/2019	\$3,545.00	Yes	Invoice 2
9/1/2019	\$3,545.00	Yes	Invoice 3
10/1/2019	\$3,545.00	Yes	Invoice 4
11/1/2019	\$3,545.00	Yes	Invoice 5
12/1/2019	\$3,545.00	Yes	Invoice 6
1/1/2020	\$3,545.00	Yes	Invoice 7
2/1/2020	\$3,545.00	Yes	Invoice 8
3/1/2020	\$3,545.00	Yes	Invoice 9
4/1/2020	\$3,545.00	Yes	Invoice 10
5/1/2020	\$3,545.00	Yes	Invoice 11
6/1/2020	\$3,550	Yes	Invoice 12

Approve:



Dr. Adriene "Alex" Davis,
 Asst. Vice Chancellor of EWD



Date



Strong WorkForce

LAOCRC is supported by the CA Community College Chancellor's Office and Strong Workforce Program grant.
 2323 N. Broadway, Santa Ana, CA 92706
 714-564-5574

laocr@rsccd.edu
www.laocr.org

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**CHANCELLOR'S OFFICE- OFFICE OF DIVERSITY, EQUITY AND INCLUSION**

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with Charles H.F. Davis, Ph.D.	
Action:	Request for Approval	

BACKGROUND

In response to the immediate need of the Rancho Santiago Community College District's (RSCCD) investment in advancing the Chancellor's Diversity Initiative which includes climate surveys, diversity audits, increasing racially diverse applicants and creating a pipeline of diverse postsecondary leaders, this proposal has been developed to outline the proposed services to be offered in support of RSCCD's the Chancellor's Diversity Initiative's development and infrastructure objectives.

ANALYSIS

Charles H.F. Davis, Ph.D. is a nationally recognized leader on Race, Equity and Diversity. Dr. Davis has provided direct advisement and consultation to more than 10,000 higher education administrators, faculty, and students at nearly 100 public and private colleges and universities in the United States and Canada. Dr. Charles H.F. Davis III is on the faculty at the Center for Higher and Postsecondary Education at the University of Michigan and is the former Chief Strategy Officer and Director of Research for the University of Southern California (USC) Race and Equity Center. Dr. Davis will serve as the consultant to the Office of Diversity, Equity and Inclusion. This is being funded by the Office of Diversity, Equity and Inclusion, by the professional services budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Rancho Santiago Community College District Professional Services Agreement with Charles H.F. Davis, Ph.D. as presented.

Fiscal Impact: \$30,000	Board Date: September 14, 2020
Prepared by: Narges Rabii-Rakin, Ed.D., Chief Advisor on Academic and Diversity Programs	
Submitted by: Narges Rabii-Rakin, Ed.D., Chief Advisor on Academic and Diversity Programs	
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 Charles H.F. Davis III, having its principal business address located at 7469 Dover Drive, Ypsilanti, MI 41897 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 September 18, 2020, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Thirty Thousand Dollars (\$30,000). 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 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)

Dr. Narges Rabii-Rakin
Chief Advisor on Academic and
Diversity Programs
2323 N. Broadway #408-2
Santa Ana, Ca 92706

Contractor: Charles H.F. Davis III
7469 Dover Drive
Ypsilanti, MI 48197

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: ___ Charles H.F. Davis III

Print Title: ___ Consultant

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.

Please see addendum attached.



Rancho Santiago Community College District Leadership Academy

Consultant Service Proposal

SUBMITTED BY

Charles H.F. Davis III, Ph.D.

In response to the immediate need of the Rancho Santiago Community College District's (RSCCD) investment in advancing a racially diverse pipeline of postsecondary leaders, this proposal has been developed to outline the proposed services to be offered in support of RSCCD's Leadership Academy's development and infrastructure objectives.

Leadership Academy Project Planning

Over a period of 9 months, the consultant will support the overall advancement of the Leadership Academy project as well as the following specific objectives:

- To identify and connect with postsecondary leaders interested in supporting career pathways in the California Community Colleges;
- To establish a program for professional development, training, preparation, on racial, social and cultural competency;
- To develop comprehensive assessment tool(s) that will gather data about interpersonal behavior, organizational structure and systems that impact staff;
- To establish a pilot program for the professional development, preparation, and readiness of racially and ethnically diverse practitioners for community college leadership;
- To develop a comprehensive curriculum for the advancement of racially and ethnically diverse talent through the recruitment, hiring, and retention process in the California Community Colleges;
- To develop a comprehensive curriculum for the advancement of racially and ethnically diverse talent through the recruitment, hiring, and retention process in the California Community Colleges;
- To advise and connect with various graduate programs in California in order to facilitate the flow of racially and ethnically diverse talent into community college leadership; and
- To promote, connect, and cultivate professional relationships between RSCCD/ODEI and highly-skilled postsecondary leaders of color for the advancement of the Diversity Initiative.



As an external resource working closely District leadership, the following are expected tasks associated with the preliminary scope of work:

Task Overview	Timeline
Participate in regular ODEI Planning Team calls with Dr. Rabii-Rakin	SEP 2020 – JUN 2021
Advise and review state-wide recruitment plan for participants for SP21 and Fall21 cohorts	SEP 2020 – DEC 2020
Provide executive coaching to Dr. Rabii-Rakin related to developing project plan, curricular guide, organizational structure, and scalability in alignment with best practices and operational paradigms of excellence in equity, diversity, and inclusion	SEP 2020 – JUN 2021
Identify and recruit prospective members for Leadership Academy Advisory Board	SEP 2020 – JUN 2021
Serve on Leadership Academy Advisory Board	SEP 2020 – JUN 2021
Outline and develop inaugural modules and curriculum for CCLA and provide curricular leadership for CCLA design	SEP 2020 – DEC 2020
Advise on the design and execution of RSCCD climate survey	JAN 2021 – APR 2021
Advise on design and execution of the RSCCD diversity audit	JAN 2021 – APR 2021
Assess survey and audit data and provide guidance on module development to address the issues emerging from the data	APR 2021 – JUN 2021
Review program evaluation report and advise on implementing recommendations for FA21 Cohort	MAY 2012 – JUN 2021

Cost of Service and Project

The estimated fee of service delivery for administrative tasks associated with the project is **\$30,000**. This fee has been tentatively calculated using professional services rate of **\$250 per hour** at a minimum of **120 hours** over a **9-month contract**. Services are to begin on September 18, 2020 and end on June 30, 2021.



Proposed Pay Schedule

The proposed pay schedule reflects monthly partition to ensure funds are dispersed regularly in accordance with the start, continuation, and completion of work set forth in this tentative scope. In accordance with this pay schedule, the contractor will furnish quarterly reports to the client of work completed. Reports will be provided to allow the client to assess the services and/or products delivered within each month of pay periods and will be delivered on (or before) the dates listed in the pay schedule.

Payment	Amount	Due
Payment I	\$10,000.00	OCT 30, 2020
Payment II	\$10,000.00	JAN 30, 2021
Payment III	\$10,000.00	APR 30, 2021
TOTAL		\$30,000.00

Consultant Professional Summary

Dr. Charles H.F. Davis III is on the faculty at the Center for Higher and Postsecondary Education at the University of Michigan and is the former Chief Strategy Officer and Director of Research for the University of Southern California (USC) Race and Equity Center. While at USC, Dr. Davis previously oversaw the overall strategical vision, development, and execution of the Center and each of its portfolios of work. Additionally, Dr. Davis served on the advisory board for the Center’s National Assessment of Collegiate Campus Climates (NACCC) and as instructional faculty for USC Equity Institutes, a national professional learning and organizational development program for cross-functional teams of college and university faculty and staff. Prior to joining USC, Dr. Davis was the founding Director of Higher Education Research and Initiatives at the Penn Center for the Study of Race and Equity in Education. Dr. Davis’ strengths reside in his more than decade of experience supporting the strategic development of start-up organizations in both the private and public sectors, and especially within higher and postsecondary education. Through his extramural efforts, Dr. Davis has provided direct advisement and consultation to more than 10,000 higher education administrators, faculty, and students at nearly 100 public and private colleges and universities in the United States and Canada.

Contact Information

Charles H.F. Davis III, Ph.D.
(703) 975-1916
charles@hfdavis.com

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	September 14, 2020
Re:	First Reading of Board Policies		
Action:	Information		

BACKGROUND

The Board Policy Committee met on September 2, 2020 and reviewed revised policies. These policies are presented for a first reading.

ANALYSIS

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies that comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. District Administration also recommends revisions to existing policies and adoption of new policies as required. The Board Policy Committee is recommending the attached policies be updated and revised to conform to the CCLC recommendations and/or adopted as recommended by District Administration.

RECOMMENDATION

These policies are presented for a first reading as an information item.

Fiscal Impact:	None	Board Date:	September 14, 2020
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

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

BP 2355 Decorum

Reference:

Education Code Section 72121.5
Government Code Section 54954.3 (b)

The following will be ruled out of order by the presiding officer:

- ~~Remarks or discussion in public meetings on charges or complaints which the Board has scheduled to consider in closed session.~~
- ~~Profanity, obscenity and other offensive language.~~
- Disrupting, disturbing or otherwise impeding the orderly conduct of the meeting.
- Physical violence ~~and~~ or threats of physical violence directed toward~~s~~ any person or property.

In the event that any meeting is willfully interrupted by the actions of one or more persons so as to render the orderly conduct of the meeting unfeasible, the person~~(s)~~ may be removed from the meeting room.

Signs, placards or other items that create noise or cause an obstruction of view that constitutes or would constitute a persistent disruption of the proceedings will not be permitted.

Speakers who engage in such conduct may be removed from the podium and denied the opportunity to speak to the Board for the duration of the meeting.

Before removal, a warning and a request that the person(s) curtail the disruptive activity will be made by the President of the Board. If the behavior continues, the person(s) may be removed by a vote of the Board, based on a finding that the person is violating this policy, and that such activity is intentional and has substantially impaired the conduct of the meeting.

If order cannot be restored by the removal in accordance with these rules of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and may continue in session. The Board shall only consider matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.

Revised: October 8, 2012 (Previously BP9014.2)
Revised: xxxxxxxxxx, 2020

Rancho Santiago Community College District
BOARD POLICY
Chapter 5
Student Services

BP 5500 Standards of Student Conduct (INTERIM)

References:

Education Codes 66300 and 66301;
ACCJC Accreditation Standards I.C.8 and 10 (formerly II.A.7.b)

Guidelines for Student Conduct are set forth in the California Education Code; California Administrative Code, Title ~~5~~ 5; policies of the Board of Trustees (including BP/AR 3430, Prohibition of Harassment, and AR 3425 Title IX (9) Sexual Harassment); and all civil and criminal codes. Students enrolling in district educational programs assume an obligation to obey state law and district rules and regulations governing the conduct of students.

Students who enroll in those instructional programs in which the college has affiliations with various outside associations must comply with the college's policies and procedures and also with the outside associations' policies and procedures. This includes but is not limited to students enrolled in the programs of Cosmetology, Fire Academies, Criminal Justice Academies and Nursing.

I. GUIDELINES FOR STUDENT CONDUCT

The following represent violations for disciplinary action, up to but not limited to expulsion, that may be taken:

- A. Dishonesty, cheating, plagiarism, lying, or knowingly furnishing false information to the district or a college official performing their duties.
- B. Forgery, alteration, or misuse of district documents, records, or identification.
- C. Willful misconduct that results in damage to any real or personal property owned by the district or district employees (damage includes, but not limited to vandalism, such as cutting, defacing, breaking, etc.).
- D. Obstruction or disruption of pedestrian or vehicular traffic or of teaching, research, administration, or of other district activities on or off District premises. This includes obstruction or disruption of administration, disciplinary procedures or authorized college activities.
- E. Assault, battery, or any threat of force or violence upon a student, college personnel, or campus visitor; willful misconduct which results in injury or death to a student, college personnel, or campus visitor. This includes fighting on district property or at a district sponsored event, on or off district premises.

F. Detention of any person on district-owned or controlled property or at district-sponsored or supervised functions or other conduct which threatens or endangers the health or safety of another.

G. Theft of any property of the district which includes property of a member of the district community or a campus visitor.

H. Unauthorized entry into or unauthorized use of district property, supplies, equipment, and/or facilities.

I. Misrepresentation of oneself or of an organization to be an agent of the district.

J. Sexual assault or physical abuse, including rape, forced sodomy, forced oral copulation, rape by a foreign object, sexual battery, sexual coercion, or threat or assault, or any conduct that threatens the health and safety of the alleged victim, which includes students, college personnel, or campus visitors.

K. Dating violence, defined as violence committed, on the basis of sex, by a person who is or has been in a social relationship of a romantic or intimate nature with the Complainant. The existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship and the frequency of interaction between the persons involved in the relationship. For the purposes of this definition, dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse. Dating violence does not include acts covered under the definition of domestic violence.

L. Domestic Violence, defined as conduct, on the basis of sex, that includes the requisite components of felony or misdemeanor crimes of violence committed by (a) a current or former spouse or intimate partner of the victim; (b) a person with whom the victim shares a child in common; (c) a person who is cohabitating with or has cohabitated with the victim as a spouse; (d) a person similarly situated to a spouse of the victim under California law; or (e) any other person against an adult or youth victim who is protected from that person's acts under California law.

M. Stalking, defined as a course of conduct directed at a specific person on the basis of sex that would cause a reasonable person to fear for the person's safety or the safety of others, or to suffer substantial emotional distress. For the purposes of this definition: (a) A course of conduct is two or more acts, including, but not limited to, acts in which the Respondent directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person's property; (b) Reasonable person means a reasonable person under similar circumstances and with similar identities to the Complainant; and (c) Substantial emotional distress means significant mental suffering or anguish that may but does not necessarily require medical or other professional treatment or counseling.

N. Sexual Exploitation, defines as an act or acts committed through non-consensual abuse or exploitation of another person's sexuality for the purpose of sexual gratification, financial gain, personal benefit or advantage, or any other non-legitimate purpose. Some example are prostituting another person; recording images; viewing or distributing images of an individual's sexual activity, body parts, or nakedness; and inducing incapacitation for the purpose of making

another person vulnerable to non-consensual sexual activity

O. Use, possession, distribution, or being under the influence of alcoholic beverage on district property or at any district sponsored event.

P. Use, possession, distribution, or being under the influence of narcotics, other hallucinogenic drugs or substances, or any poison classified as such by Schedule "D" in Section 4160 of the Business and Professions Code on District property or at any District-sponsored event except as expressly permitted by law.

Q. Engaging in expression which is libelous, slanderous, obscene (according to current legal standards) or which incites students so as to create a clear and present danger of commission of unlawful acts on district premises, or violation of district regulations, or the substantial disruption of the orderly operation of the college.

R. Possession or use while on the district premises, or a district-sponsored function, of any firearm, knife, explosive, or other dangerous object, including but not limited to any facsimile firearm, knife or explosive. Exceptions include those participating in a criminal justice educational program who are authorized such possession or those who are enrolled in a course which authorizes such possession.

S. Unauthorized preparation, giving, selling, transfer, distribution, or publication, for any commercial purpose, of any contemporaneous recording of an academic presentation in a classroom or equivalent site of instruction, including but not limited to handwritten or typewritten class notes, except as permitted by any district policy or administrative regulation.

T. Engaging in harassing or discriminatory behavior based on disability, gender, gender identity, gender expression, nationality, race, or ethnicity, religion, age, sexual orientation or any other status protected by law. Harassment does not include conduct protected by the First Amendment.

U. Continuous disruptive behavior or willful disobedience, harassment, stalking, habitual profanity or vulgarity, open and persistent abuse of college personnel, or open and persistent defiance of the authority of college personnel.

V. Willful or persistent smoking in any area where smoking has been prohibited by law or by regulation of the Board of Trustees;

W. Violation of the Computer Usage Policy is applicable to students using computer classrooms, computer labs, the wireless network or other locations on and off district property. A violation is considered any of the following:

(1) Accessing with or without permission, or causing to be accessed without authorization, altering, damaging, deleting, hacking, destroying, or otherwise using any data, computer, computer system, computer software and programs, or computer network belonging to or used by the college or any member of the District.

(2) Accessing with or without permission, taking, copying, or making use of any data from a computer, computer system, or computer network, or taking or copying any supporting

documentation, whether existing or residing internal or external to a computer, computer system, or computer network belonging to or used by the college or District.

(3) Using or causing to be used, computer services without permission.

(4) Disrupting or causing the disruption of computer services or denying or causing the denial of computer services to an authorized user of a computer, computer system, or computer network belonging to or used by the college or District.

(5) Introducing any computer contaminant or virus into any computer, computer system, or computer network belonging to the college or District.

(6) Sending any message using any computer system or network without authorization or sending any message in the name of another person or entity.

(7) Using any account or password without authorization.

(8) Allowing or causing an account number or password to be used by any other person without authorization.

(9) Accessing or causing to be accessed, downloading or causing to be downloaded, pornographic or obscene materials except when accessing such material which is part of the instructional process or assignment for a class in which the student is currently enrolled.

(10) Use of systems or networks for personal commercial purposes.

(11) "Cyberstalking", which is to be understood as any use of the college or district computer system, computer network, or computer programs to stalk another person via excessive messages or inquiries, inappropriate or threatening messages, racially motivated communications, photos or other means of communication.

X. Any act constituting good cause for suspension or expulsion, or violation of district policies or campus regulations, [including the AR 3425 Title IX \(9\) Sexual Harassment.](#)

II. DISCIPLINARY ACTIONS FOR STUDENTS

Student conduct must conform to the standards established by the Board of Trustees. Violations are subject to the following types of disciplinary actions. (These disciplinary actions are listed in degree of severity, but not necessarily in sequential order. Disciplinary actions may be imposed singly or in combination.)

A. **WARNING** - Verbal notice to the student that continuation or repetition of specific conduct may be cause for other disciplinary action.

B. **REPRIMAND** - Written reprimand for violation of district rules, with copy to the student and to the student disciplinary file. A reprimand admonishes the offender to avoid any future infractions of district rules.

C. **PROBATION** - Probation is a disciplinary action which allows the offender to return to the

district with the understanding of expected appropriate future behavior. Probation may include exclusion of the individual(s) from extra-curricular district activities that would be set forth in the written notice of probation. The probation would be for a specified period of time and appropriate notice will be sent to any advisor(s) of student organizations(s) involved. Any further violations of the Standards of Student Conduct during this probationary period will result in further, more serious disciplinary action against the offender.

D. RESTITUTION - Reimbursement by the offender(s) for damage(s) or for the misappropriation of district property may take the form of appropriate community service to repair or otherwise compensate for damage(s) or loss(es).

E. REMOVAL - An instructor or department administrator may remove a student from his or her class or departmental service for up to two days, and shall report all such action to the academic dean of the appropriate division and to the administrative designee responsible for student discipline.

The administrative designee responsible for student discipline may suspend privileges from that class, campus service, office, department, or the entire campus based upon the violation, for up to ten days.

During the period of the removal, the student shall not be returned to a class from which he or she was removed without the concurrence of the instructor and administrative designee responsible for student discipline; nor shall the student be returned to the service, department, office from which they were removed, or the campus, without concurrence of appropriate administrator.

If the student is a minor, the college president, or designee shall ask the parent or guardian to attend a conference regarding the removal as soon as possible, and if the parent so requests, the Dean of Student Affairs or designee at Santa Ana College or the Vice President of Student Services or designee at Santiago Canyon College shall attend (depending on the college).

F. WITHHOLDING DIPLOMA – The District may withhold a student’s diploma for a specified period of time and/or deny a student participation in commencement activities if the student has an allegation pending under AR 3425 Title IX (9) Sexual Harassment or as a sanction if the student is found responsible for an alleged violation.

G. REVOCAION OF DEGREE – The District reserves the right to revoke a degree previously awarded from the District for serious violations committed by a student prior to graduation.

H. SUSPENSION - The Board of Trustees, the chancellor or the chancellor's designee may suspend a student for good cause, as defined in Section I, A-V herein, for any of the following periods:

- (a) From one or more classes for less than the remainder of the school term.
- (b) From one or more classes for the remainder of the school term.
- (c) From all classes and activities of the college for up to two (2) academic years.

During the period of the suspension, the student is prohibited from being enrolled in or physically present on any campus of the district for the period of the suspension. The chancellor or designee may impose a lesser disciplinary sanction than suspension, including, but not limited to warning, reprimand, probation, restitution or ineligibility to participate in co-curricular activities or any combination of the listed options.

I. EXPULSION - Expulsion may be for good cause (refer to Section I, A-V), when other means of correction fail to bring about proper conduct, or when the presence of the student causes a continuing danger to the physical safety of the student or others.

III. DUE PROCESS

No student shall be suspended for more than ten days or expelled unless the conduct for which the student is being disciplined is related to college activity or attendance, and the student is afforded the right of due process.

The chancellor or designee shall, prior to the suspension or expulsion of any student, notify the appropriate law enforcement authorities of the county or city in which the college is situated of any acts of the student which may be in violation of Section 245 of the Penal Code. Violations of any law, ordinance, regulation, or rule regulating, or pertaining to, the parking of vehicles shall not be cause for suspension or expulsion. However, repeatedly ignoring or consistent violations of parking rules, regulations, laws or ordinances may result in vehicles being towed or loss of parking privileges.

During the due process investigation period and hearing, the designated investigating administrator may allow, disallow and/or select individuals who will be included in the process. For actions regarding minor students, parental notification and/or involvement is required.

A. Suspension

Any suspension of more than ten days must be accompanied by a due process hearing as outlined in Section IV of this policy.

Whenever a minor student is suspended from a college of the District, the parent or guardian shall be notified in writing by the chancellor, or a designee.

B. Expulsion

Only the Board of Trustees may expel a student. Expulsion shall be accompanied by a due process hearing as outlined in Section IV of this policy.

IV. DUE PROCESS HEARING

[This section applies to due process hearings on conduct violations that are not addressed by the hearing process provided in AR 3425 Title IX \(9\) Sexual Harassment.](#)

1. A student who is being considered for suspension or expulsion shall be afforded a due process hearing before a Disciplinary Hearing Board designated by the chancellor or the chancellor's designee. The chancellor or designee shall provide that a reasonable opportunity for a hearing is afforded the student within ten days.

2. The Disciplinary Hearing Board shall be composed of the following individuals appointed by the chancellor or designee:

- 1 RSCCD Student
- 1 Administrator
- 1 Faculty Member
- 1 Classified Staff

3. The student shall be notified in writing at least two school days before the hearing of the following:

- (a) The time, date, and place set for the hearing;
- (b) The charges to be brought;
- (c) Documentary evidence that will be introduced at the hearing;
- (d) The right of the student to appear in person and present his or her position;
- (e) The right to cross-examine the district's witnesses if the witness(es) elect(s) to be present;
- (f) The right to present evidence or witness(es) on own behalf.
- (g) In cases of alleged sexual assault, technical rules of evidence shall not apply; no past sexual history may be introduced as part of the testimony, except that the past sexual history of the alleged victim shall be permitted if offered as evidence of the character or trait of character of the victim for the purposes described in California Evidence Code 1103.

4. The hearing board shall hear evidence and witnesses presented by the district and by the student. In the event the student for whom the hearing is held, or other key parties, is not present at the hearing, the Hearing Board will proceed without the individual(s). The Hearing Board shall render its recommendation to the College President on the evidence presented within two school days of the close of the hearing. The College President will review the recommendation within three days and render a decision to the Vice President of Student Services. The Vice President of Student Services or their designee will notify the student by certified mail of the outcome. If the recommendation is for suspension or expulsion, the student will be notified in writing of their right to appeal the decision to the Board of Trustees.

Any request by the student to appeal the decision to the Board of Trustees must be made within forty-eight hours of receipt of the letter sent by the aforementioned administrator outlining the hearing board's decision. If the decision supports a recommendation for expulsion, the suspension will continue until the Board of Trustees can hear the appeal.

If the recommendation opposes suspension or expulsion, the recommendation shall be final, and, the chancellor or designee shall reinstate the student immediately to their status prior to the hearings.

The Board shall, unless a request has been made by the student for an open session, hold closed sessions under the following conditions:

- (a) If the Board is considering the suspension or expulsion of the student.
- (b) If a public hearing upon such question would lead to the giving of information concerning the student which would be in violation of Section 76243 of the Education Code.

5. Before calling such closed session, the chancellor or designee shall, in writing, by registered or certified mail, if the student is a minor notify the parent or guardian, or the student, if the student is an adult, of the intent of the Board to call and hold such closed session. Unless the student, or the student's parents (if the student is a minor) within forty-eight hours after receipt of such written notice, request in writing that the hearing be held in open session, the appeal shall be conducted in closed session. If such written request is served upon the clerk or secretary of the Board, the meeting shall be public except that any discussion at such meeting that might be in conflict with the right to privacy of any other student shall be in closed session. Whether the matter is considered at a closed session or open meeting, final action of the Board shall be taken at a public meeting and the result of such action shall be a public record of the district.

6. The appeal before the Board of Trustees shall be a review of the evidence presented to the Hearing Board, and an opportunity for both sides to present oral argument. No new evidence or witnesses will be heard unless the Board of Trustees so requests.

7. The decision of the Board of Trustees shall be final. Students expelled or suspended for more than one academic year from attendance at colleges or programs of the district shall be entitled to make an annual appeal to the Board of Trustees of the expulsion or suspension by written request directed to the Secretary of the Board that the matter be placed on the agenda of the Board of Trustees. Such appeals shall be conducted as provided in this policy.

Additional copies of the following Rancho Santiago Community College District student policies are available in the RSCCD catalog and the offices of Student Services at both Santa Ana College and Santiago Canyon College:

- Student Code of Conduct
- Sexual Harassment Policy/Complaint Procedures
- Academic Honesty Policy
- Grievance Procedures for Students

Revised: July 21, 2014 (Previously BP5201)

Revised: November 18, 2019

Revised: XXXXXXX, 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

September 14, 2020

MANAGEMENT

Revised Amendment to Employment Agreement/Attachment #1

Martinez-Flores, Marilyn
Interim President
Santa Ana College

Amendment to Employment Agreement/Attachment #2

Vargas Navarro, Jose
Interim President
Santiago Canyon College

Revised Job Description/Attachment #3

Associate Dean, Student Development &
Deputy Title IX Coordinator

Interim Assignment

Dulla, Joseph M.
Associate Dean, Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: August 31, 2020 – June 30, 2021
Salary Placement: D-5 \$147,735.57/Year (Prorate)

Ramsey, Fred J.
Interim Director, Fire Instruction
Human Services & Technology Division
Santa Ana College

Effective: August 19, 2020 – June 30, 2021
Salary Placement: H-1 \$92,052.75/Year (Prorate)

End of Interim Administrative Assignment

Busch, Michael E.
Interim Director, Fire Instruction
Human Services & Technology Division
Santa Ana College

Effective: August 18, 2020 (Last Day)
Reason: Resignation

MANAGEMENT (CONT'D)

Termination/End of Assignment

Greiner, Anna C.
Deputy Sector Navigator, Business &
Entrepreneurship Sector
Career Education & Workforce Development
Santa Ana College

Effective: September 30, 2020

Leave of Absence

Estrada, Brenda
Director of Special Programs
Student Services
Santa Ana College

Effective: July 15 – July 21, 2020
Reason: Emergency Paid Sick Leave (EPSL)

FACULTY

CEFA Part-time/Hourly Step Increases/Attachment #4

FARSCCD Part-time/Hourly Step Increases/Attachment #5

FARSCCD Beyond Contract/Overload Step Hourly Increases/Attachment #6

Hiring of Temporary Long-term Substitute (LTS)

Ferrelli, Rebecca
LTS Learning Disabilities Specialist
Disabled Students Programs & Services
Santiago Canyon College

Effective: August 17, 2020 – December 12, 2020
Hourly Rate: 4-4 \$65.44

Final Salary Placement

Delaby, Michael
Assistant Professor, Nursing
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: August 17, 2020
Final Salary Placement: III-11 \$94,394.86/Year
(Requisition #AC20-0818)

Adjusted Step Placement

Nardi, Nicholas
Assistant Professor, Psychology
Humanities & Social Sciences Division
Santa Ana College

Effective: August 17, 2020
From: VII-8 \$98,248.23/Year
To: VII-9 \$101,160.04/Year

FACULTY (CONT'D)

Adjusted Salary for Step Increase

Batth, Navanjot
Assistant Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 17, 2020
From: II-6 \$76,713.08/Year
To: II-7 \$79,627.34/Year

Bittner, Matthew
Assistant Professor, Automotive Technology/Engine
Human Services & Technology Division
Santa Ana College

Effective: August 17, 2020
From: II-6 \$76,713.08/Year
To: II-7 \$79,627.34/Year

Leave of Absence

Campitelli-Smith, Melissa
Psychologist
Psychological Services
Student Health & Wellness Center
Enrollment & Student Support
Services Division
Santiago Canyon College

Effective: August 31, 2020 – December 11, 2020
Reason: Intermittent Emergency Family &
Medical Leave Act (EFMLA) &
Emergency Paid Sick Leave (EPSL)

Adjusted Banking Leave of Absence

Russo, Stacey
Professor/Librarian
Fine & Performing Arts Division
Santa Ana College

Effective: August 17, 2020 – June 4, 2021
From: Banking Leave Withdraw 6.0 LHE
To: Banking Leave Withdrawal 4.0 LHE
(Concurrent with Sabbatical Leave for 93.3% Pay)

Rescinding Banking Leave of Absence

Macintyre, Michelle
Counselor
Counseling Division
Santa Ana College

Effective: August 24, 2020 - December 12, 2020
Rescinding Partial Banked Leave: 1.0 LHE

Stucken, Robert
Professor, Nursing
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 17, 2020 – December 14, 2020
Rescinding Banked Leave: 18.0 LHE

FACULTY (CONT'D)

Banking Leave of Absence

Armbruster, Lynda
Professor, CIS/Computer Science
Business & Career Education
Sciences Division
Santiago Canyon College

Effective: August 17, 2020 – December 12, 2020
Reason: Partial Banking Leave Withdrawal – 9.0 LHE

Babayan, Diana
Professor, English as a Second Language
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: August 17, 2020 – December 12, 2020
Reason: Partial Banking Leave Withdrawal – 7.7 LHE

Doolittle Jr., Glenn
Professor, International Business
Business Division
Santa Ana College

Effective: August 17, 2020 – December 12, 2020
Reason: Banking Leave Withdrawal – 15.0 LHE

Mathot, Sarah
Associate Professor, Nutrition &
Culinary Arts
Human Services & Technology Division
Santa Ana College

Effective: August 17, 2020 – December 12, 2020
Reason: Partial Banking Leave Withdrawal – 3.0 LHE

Takahashi, Mary Kathleen
Professor, Microbiology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 17, 2020 – December 12, 2020
Reason: Banking Leave Withdrawal – 15.0 LHE

Wann, Teresa
Professor/Coordinator, Physical Fitness/Wellness
Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: July 1, 2020 – December 31, 2020
Reason: Banking Leave Withdrawal – 18.0 LHE

Beyond Contract/Overload Stipend

Smith, Mark
Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective Date: August 17, 2020
Amount: \$822.00
Reason: Program Facilitation
(Project #2571)

FACULTY (CONT'D)

Beyond Contract/Overload Stipend (cont'd)

Swift, Cynthia
Physics
Mathematics & Sciences Division
Santiago Canyon College
Effective Date: August 17, 2020
Amount: \$622.00
Reason: Program Facilitation
(Project #2571)

Tragarz, Roberta
English
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective Date: August 17, 2020
Amount: \$622.00
Reason: Program Facilitation
(Project #2571)

Summer Stipends

Freese, Amy
Reading
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: August 7, 2020
Amount: \$900.00
Reason: Program Facilitation
(Project #1649)

Hauscarriague, Anne
Math
Mathematics & Sciences Division
Santiago Canyon College
Effective: August 3, 2020
Amount: \$622.00
Reason: Program Facilitation
(Project #2571)

Roe, Maureen
Writing
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: August 7, 2020
Amount: \$300.00
Reason: Program Facilitation
(Project #1649)

Change in Hire Date

Milne, James
Instructor, High School Subjects Bridge Program
Continuing Education Division (OEC)
Santiago Canyon College
From: August 20, 2020
To: August 19, 2020

Tate, Laurie
Instructor, High School Subjects/Bridge Program
Continuing Education Division (OEC)
Santiago Canyon College
From: August 20, 2020
To: August 19, 2020

FACULTY (CONT'D)

Column Change

Alfaro, David
Counselor
Counseling Division
Santa Ana College
Effective: August 17, 2020
From: II-4 @ \$69.83/\$59.36
To: III-4 @ \$73.32/\$62.33

Beiner, Cheryl L.
Instructor, Biology
Science, Math & Health Sciences Division
Santa Ana College
Effective: August 26, 2019
From: II-3 \$63.96
To: IV-3 \$70.50

Beiner, Cheryl L.
Instructor, Biology
Science, Math & Health Sciences Division
Santa Ana College
Effective: August 24, 2020
From: II-4 \$69.83
To: IV-4 \$76.99

Caldani, Patricia
Instructor, Biology
Science, Math & Health Sciences Division
Santa Ana College
Effective: August 24, 2020
From: II-5 \$73.32
To: IV-5 \$80.84

Castillo, Lovrina C.
Counselor
Counseling Division
Santa Ana College
Effective: August 17, 2020
From: II-5 \$73.32/\$62.33
To: III-5 \$76.99/\$65.44

Dela Torre-Reed, Lilian
Instructor, Business Applications
Business Division
Santa Ana College
Effective: August 17, 2020
From: II-5 \$73.32
To: III-5 \$76.99

Gamache, Diane
Instructor, American Sign Language
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: August 24, 2020
From: I-4 \$66.52
To: II-4 \$69.83

Ge, Guangjie
Instructor, High School Subjects
Continuing Education Division (OEC)
Santiago Canyon College
Effective: August 17, 2020
From: I-6 \$55.89
To: II-6 \$57.29

Gomez, Ernest
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: August 17, 2020
From: I-5 \$69.83
To: II-5 \$73.32

FACULTY (CONT'D)

Column Change (cont'd)

Hunter, Carly
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 24, 2020
From: III-5 \$76.99
To: IV-5 \$80.84

Lopez, Saul
Instructor, High School Subjects
Continuing Education Division (OEC)
Santiago Canyon College

Effective: August 19, 2020
From: I-4 \$53.19
To: II-4 \$54.53

Lovero, Karissa G.
Instructor, Biology
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 17, 2020
From: II-3 \$66.52
To: III-3 \$69.83

Merino, Guadalupe C.
Instructor, High School Subjects
Continuing Education Division (OEC)
Santiago Canyon College

Effective: August 17, 2020
From: I-4 \$53.19
To: II-4 \$54.53

Morales Lagunes, Carlos
Instructor, Business Administration
Business Division
Santa Ana College

Effective: August 17, 2020
From: I-3 \$63.34
To: II-3 \$66.52

Nguyen, Kieudiem Thi
Instructor, Business Administration
Business Division
Santa Ana College

Effective: August 17, 2020
From: II-5 \$73.32
To: III-5 \$76.99

Samaniego, Adriel
Instructor, Vocational/Computer Applications
Continuing Education Division (OEC)
Santiago Canyon College

Effective: August 17, 2020
From: I-5 \$54.53
To: II-5 \$55.89

Whynaught, Jeffrey
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 24, 2020
From: II-5 \$73.32
To: III-5 \$76.99

FACULTY (CONT'D)

Part-time/Hourly New Hires/Rehires

Arrellanes, Elba T. Effective: August 24, 2020
Instructor, Vocational/Certified Nursing Assistant Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Baugh, Stephanie M. Effective: September 14, 2020
Coordinator, Business Education Hourly Rate: IV-3 \$36.66
Office of Diversity, Equity and Inclusion
District Operations

Chawi, Roula Effective: August 24, 2020
Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Mathematics & Sciences Division
Santiago Canyon College

Chen, Kevin Effective: August 17, 2020
Instructor, Chemistry Hourly Lecture Rate: \$73.32
Science, Math & Health Sciences Division
Mathematics & Sciences Division
Santa Ana College & Santiago Canyon College

Djamali, Essmail Effective: August 24, 2020
Instructor, Chemistry Hourly Lecture Rate: IV-3 \$73.32
Mathematics & Sciences Division
Santiago Canyon College

Elkins, Arvar W. Effective: August 10, 2020
Instructor, Criminal Justice/Firearms Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Human Services & Technology Division
Santa Ana College

Galvan, Shaun I. Effective: August 17, 2020
Instructor, Chemistry Hourly Lecture Rate: 4-3 \$73.32
Mathematics & Sciences Division
Santiago Canyon College

Gassaway, Michael Effective: August 24, 2020
Instructor, Vocational/Automotive Technology Hourly Lecture Rate: I-3 \$51.89
Continuing Education Division (CEC)
Santa Ana College

FACULTY (CONT'D)

Part-time/Hourly New Hires/Rehires (cont'd)

Gordon, Thomas E. Effective: August 19, 2020
Instructor, High School Subjects/Bridge Program Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (OEC)
Santiago Canyon College

Hagelbarger, Theresa C. Effective: September 4, 2020
Instructor, Business Application & Technology Hourly Lecture/Lab Rates: I-5 \$69.83/\$62.86
Business Division
Santa Ana College

Hinton, Olivia J. Effective: August 24, 2020
Instructor, Geography Hourly Lecture Rate: II-3 \$66.52
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Lam, Dennis Effective: August 24, 2020
Instructor, Accounting Hourly Lecture Rate: IV-3 \$73.32
Business & Career Education Division
Santiago Canyon College

Liu, Florence J. Effective: August 24, 2020
Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Mathematics & Sciences Division
Santiago Canyon College

Martin, Timothy S. Effective: August 10, 2020
Instructor, Criminal Justice/ Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Law Enforcement Drones
Human Services & Technology Division
Santa Ana College

Maruyama, Agnes J. Effective: August 24, 2020
Instructor, Vocational/Certified Nursing Assistant Hourly Lecture Rate: I-3 \$51.89
Continuing Education Division (CEC)
Santa Ana College

Mogasemi, Med Effective: August 17, 2020
Instructor, Computer Science Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Business & Career Education Division
Santiago Canyon College

FACULTY (CONT'D)

Part-time/Hourly New Hires/Rehires (cont'd)

Moreno-Terrill, Steven M. Effective: August 24, 2020
Instructor, History Hourly Lecture Rate: IV-3 \$73.32
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Prendergast, Robert T. Effective: September 2, 2020
Instructor, Fire Technology Hourly Lecture/Lab Rates: I-5 \$69.83/\$62.86
Human Services & Technology Division
Santa Ana College

Rodriguez-Zinn, Claudia A. Effective: August 24, 2020
Instructor, Vocational/Certified Nursing Assistant Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Spady, Sabrina L. Effective: August 17, 2020
Instructor, Clinical Nurse Hourly Rate: I-3 \$63.34
Science, Math & Health Sciences Division
Santa Ana College

Turner, Sara E. Effective: August 24, 2020
Instructor, Stagecraft Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Fine & Performing Arts Division
Santa Ana College

Villegas, Alejandro Effective: August 10, 2020
Instructor, Criminal Justice Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Campus Law Enforcement
Human Services & Technology Division
Santa Ana College

Willens, Douglas D. Effective: August 10, 2020
Instructor, Criminal Justice/ Hourly Lecture/Lab Rates: IV-3 \$73.32/\$66.00
Drones/UAV Curriculum
Human Services & Technology Division
Santa Ana College

Willis, Bradley E. Effective: August 19, 2020
Instructor, High School Subjects/Bridge Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (OEC)
Santiago Canyon College

FACULTY (CONT'D)

Part-time/Hourly New Hires/Rehires (cont'd)

Wright, Curtis R. Effective: September 8, 2020
Instructor, Public Works/Code Enforcement Hourly Lecture Rate: IV-3 \$73.32
Business & Career Education Division
Santiago Canyon College

Non-paid Instructors of Record

Gonzalez, Pedro Javier Effective: September 1, 2020
Instructor, Apprenticeship Carpentry (equivalency)
ISA: Southwest Carpenter Training Fund
Santiago Canyon College

Non-paid Intern Service

Baca, Cynthia Effective: September 15, 2020 – June 30, 2021
Counseling Intern College Affiliation: National University
Academic Talent Search Major: Educational Counseling
Student Affairs
Santa Ana College

Cadenas, Jeanette Effective: September 15, 2020 – December 11, 2020
Human Services Intern College Affiliation: CSU, Fullerton
Academic Talent Search Major: Human Services
Student Affairs
Santa Ana College

Madlangayan, Mikee Effective: September 15, 2020 – June 30, 2021
Counseling Intern College Affiliation: CSU, Fullerton
Counseling Division Major: Social Work
Santa Ana College

Robles, Jacqueline Effective: September 15, 2020 – December 11, 2020
Human Services Intern College Affiliation: CSU, Fullerton
Academic Talent Search Major: Human Services
Student Affairs
Santa Ana College

Rojas, Yaradset Effective: September 15, 2020 – December 11, 2020
Human Services Intern College Affiliation: CSU, Fullerton
Academic Talent Search Major: Human Services
Student Affairs
Santa Ana College

FACULTY (CONT'D)

Non-paid Intern Service

Sanchez Martinez, Zuly
Social Work Intern
SAC Early Childhood Education Center
Child Development Services
District

Effective: September 15, 2020 – May 31, 2021
College Affiliation: CSU, Fullerton
Major: Social Work

Tseng, Gary
Clinical Psychology Intern
Psychological Services
Santiago Canyon College

Effective: September 15, 2020 – June 30, 2021
College Affiliation: Fielding Graduate University
Major: Clinical Psychology

**REVISED 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 July 1, 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. **NEW POSITION**. 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. **TERM**. 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. **TERMINATION**. 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. **SALARY**. 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. **TAX-SHELTERED ANNUITY.** During each academic year (July 1 through June 30), commencing as of July 1, 2020, for the remaining term of this Agreement, the District shall contribute Five Hundred Seventy-Nine Dollars and seven cents (\$579.07) per month to a tax-sheltered annuity selected by Administrator.

6. **DISPUTE RESOLUTION.** 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.

7. **ARBITRATION AGREEMENT.** The arbitration agreement attached hereto as Exhibit "A" is incorporated into the Agreement as Exhibit "A" as if fully set forth within it.

8. **LIMITED EFFECT.** Except for the specific amendments contained in this Amendment, the Agreement shall remain unchanged and in full force and effect.

9. **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: September ____, 2020

Name: _____

Title: _____

Dated: September ____, 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, 323 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: September ____, 2020

Name: _____

Title: _____

Dated: September ____, 2020

BOARD APPROVAL DATE: SEPTEMBER 14, 2020

**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 July 14, 2020, is entered into between the Rancho Santiago Community College District (the "District") and Jose Vargas Navarro ("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 to be effective as of as of July 1, 2014 ("Agreement"), by which the District employs Administrator as Vice President of the Orange Education Center/Continuing Education Division under Santiago Canyon College.

WHEREAS, the District wishes to offer, and Administrator wishes to accept, a temporary appointment as Interim President of Santiago Canyon 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. **NEW POSITION**. The District hereby transfers the Administrator out of his current position and into the position of Interim President of Santiago Canyon College (the "Position").
2. **TERM OF INTERIM APPOINTMENT**. The term of Administrator's appointment to serve in the Position shall commence July 14, 2020 and end on the earlier of (a) June 30, 2021; (b) the date on which a new President of Santiago Canyon 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. **TERMINATION**. Upon the termination of Administrator's term in the Position, for whatever reason, and unless otherwise agreed by the Parties, Administrator shall return to a new position to be determined at that time.
4. **SALARY**. 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 \$219,725.63 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 his 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. **TAX-SHELTERED ANNUITY.** During each academic year (July 1 through June 30), commencing as of July 14, 2020, for the remaining term of this Agreement, the District shall contribute Five Hundred Seventy-Nine Dollars and seven cents (\$579.07) per month to a tax-sheltered annuity selected by Administrator.

6. **DISPUTE RESOLUTION.** 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.

7. **ARBITRATION AGREEMENT.** The arbitration agreement attached hereto as Exhibit "A" is incorporated into the Agreement as Exhibit "A" as if fully set forth within it.

8. **LIMITED EFFECT.** Except for the specific amendments contained in this Amendment, the Agreement shall remain unchanged and in full force and effect.

9. **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”

JOSE VARGAS NAVARRO

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

Dated: September ____, 2020

Name: _____

Title: _____

Dated: September ____, 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 Jose Vargas Navarro ("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”

JOSE VARGAS NAVARRO

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

Dated: September ____, 2020

Name: _____

Title: _____

Dated: September ____, 2020

BOARD APPROVAL DATE: SEPTEMBER 14, 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
AUGUST 2020

**ASSOCIATE DEAN, STUDENT DEVELOPMENT & DEPUTY TITLE IX COORDINATOR
JOB DESCRIPTION**

GENERAL RESPONSIBILITIES

Overall responsibility for the supervision and administration of all services and programs provided through the Office of Student Development and assist with matters involving Title IX and Title 5 complaints and reports. Includes all assigned personnel and all related records and reports; performs other duties as assigned.

SPECIFIC RESPONSIBILITIES

DEVELOPMENT AND DELIVERY OF STUDENT DEVELOPMENT SERVICES

Overall supervision of the Student Development staff and functions may include, Student Conduct and Discipline for credit and non-credit students, the Commencement Program, the Student Activities Office, including the Associated Student Government and Inter-Club Council, the Student Leadership Institute, coordinated support for student leadership programs, and others as appropriate. Coordinates across the college in terms of developing and expanding opportunities for growth, learning, and leadership among students. Supports the identification and onboarding of student leaders that participate in governance committees and college and District activities where student voice is critically important. Plans, develops, staffs and evaluates all programs and services, and has substantial responsibility for college special events and related programs. This position is the Chair of the Crisis, Assessment, Response and Evaluation (CARE) Team and is responsible for the overall case management and training of team members, and is a member of the District Behavioral Assessment Team (in conjunction with RSCCD Safety and Security).

Reviews programs, services, activities and expenditures for compliance with applicable state and federal law, regulations and guidelines, District policy, procedure and responsiveness to the needs of a culturally diverse community.

PERSONNEL

Responsible for or effectively recommends the hire, transfer, assignment, discipline, training, professional development, assignment, direction and evaluation of work of all personnel in the unit; also responsible for administering collective bargaining agreements, compliance with District policies, rules and regulations regarding personnel, evaluation of the performance of assigned staff, and providing direction and assistance wherever a need for improvement is identified.

STUDENTS

Responsible for handling student personnel, program, and staff-related complaints and resolving conflicts regarding all program areas; interprets and recommends policies and programs to address student needs in areas of responsibility.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
AUGUST 2020

**ASSOCIATE DEAN, STUDENT DEVELOPMENT & DEPUTY TITLE IX COORDINATOR
JOB DESCRIPTION (CONTINUED)**

SPECIFIC RESPONSIBILITIES (CONTINUED)

BUDGET/FUNDING

Responsible for timely and accurate preparation, submission and administration of budget for assigned programs and functions; has substantial responsibility for reporting and accounting for categorical funding of programs and related reports; and seeks additional and alternative funding for programs and activities.

PLANNING

Responsible for planning courses, special events, programs, scheduling classes and work schedules in response to demand, and developing annual budget, goals, activities and outcomes for all Student Development functions.

COMMUNITY CONTACT/REPRESENTATION

Must be a highly visible educational leader seeking positions of significant leadership in community institutions and activities, as well as community support organizations and on state and national boards and committees to articulate, enhance and improve college programs, offerings, funding and assets.

TITLE IX and TITLE 5 RESPONSIBILITIES

As the Deputy Title IX Officer, responsible to conduct and/or coordinate student complaints received pursuant to Title IX and Title 5, ensuring a timely, thorough, impartial, and equitable process for all parties. The position must be committed to the principles of due process, fairness and respect and be able to work collaboratively with the District Administrator for Intentional Equity, Compliance and Title IX.

The following skills must be demonstrated:

- Strong knowledge of state and federal Title IX and Title 5 laws and policies.
- Knowledge of RSCCD's policies regarding Title IX and Title 5 and ability to implement.
- Provides comprehensive, timely, trauma-informed response and support services to students reporting sexual misconduct, stalking and intimate partner violence.
- Conducts intake meetings with individuals reporting prohibited conduct under Title IX and Title 5.

OTHER PROFESSIONAL RESPONSIBILITIES

Significant responsibility for advising, chairing and supervising service area and college/district-wide committees and task forces.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
AUGUST 2020

**ASSOCIATE DEAN, STUDENT DEVELOPMENT & DEPUTY TITLE IX COORDINATOR
JOB DESCRIPTION (CONTINUED)**

ESSENTIAL FUNCTIONS

- A. Supervise all aspects of the planning, funding, coordinating, staffing, delivery and evaluation of programs, activities and staff assigned in areas of responsibility; substantial responsibility for procurement, expenditure and accounting for funding in compliance with applicable law and policy, and for submission of reports.
- B. Resolves student complaints, problems, conflicts, and special needs to maximize performance and access to programs.

ORGANIZATIONAL RELATIONSHIPS

This position reports to the assigned administrator on campus who is responsible for all aspects of supervision except 'Title IX and Title 5 responsibilities'; for these responsibilities this position reports to the Title IX Coordinator.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Possesses a Master's degree; and one year of formal training, internship, or leadership experience responsibly related to this administrative assignment; or a valid California Administrative or Supervisory Credential authorizing service at the community college level.

Required Skills: Ability to prevent and resolve conflicts and problems, plan, measure and evaluate programs, supervise staff, analyze and apply laws, rules and regulations, build consensus and organize programs and services to meet changing needs.

Draft Date: 08/28/2020

Approved by the Board on: September 14, 2020

**CEFA PART-TIME/HOURLY STEP INCREASES
EFFECTIVE: 08/17/20**

ATTACHMENT #4

LAST NAME	FIRST NAME	LOCATION	GRADE	NEW STEP	NEW LEC RATE
Alcaraz	Saul	CEC	1	4	\$53.19
Arceo	En Tzu	OEC	2	6	\$57.29
Ayon	William	CEC	2	4	\$54.53
Barbosa	Roger	CEC	2	6	\$57.29
Barrios	Blanca	OEC	1	6	\$55.89
Benoun	Joseph	CEC	3	6	\$58.72
Berry	Frank	OEC	3	5	\$57.29
Black	Janine	CEC	2	6	\$57.29
Brown	Marie	OEC	2	6	\$57.29
Brown	Marie	OEC	2	6	\$57.29
Castro Flores	Ruben	OEC	1	4	\$53.19
Chavez	Violet	CEC	1	6	\$55.89
Dantes	Soky	CEC	2	6	\$57.29
Diaz-Escoto	Berenice	OEC	1	5	\$54.53
Elgan	Michael	CEC	2	6	\$57.29
Franco	Douglas	OEC	2	5	\$55.89
Gannon	Courtney	CEC	1	6	\$55.89
Garcia	Francisco	OEC	2	5	\$55.89
Garcia	Rosa	CEC	2	5	\$55.89
Gil Villafuerte	Eloisa	CEC	2	6	\$57.29
Godoy	Esmeralda	CEC	2	5	\$55.89
Holmgren	Deborah	OEC	2	4	\$54.53
Hulse	Sharon	CEC	1	6	\$55.89
Hyatt-Solomina	Yelena	OEC	2	6	\$57.29
Kapp	Tristen	OEC	1	6	\$55.89
Knoll	Susan	OEC	2	6	\$57.29
Kong	Dawn	CEC	2	5	\$55.89
Larkin	Zachary	OEC	2	6	\$57.29
Ledezma	Milton	OEC	1	6	\$55.89
Lemen	Kathrine	OEC	1	6	\$55.89
Lewis	Waymon	CEC	2	6	\$57.29
Lipoczi	Richard	CEC	2	6	\$57.29
Lopez	Saul	OEC	1	4	\$53.19
Manzo-Meda	Yesenia	OEC	2	6	\$57.29
Mastin	Kathleen	OEC	2	6	\$57.29
Matikinyidze	Rufaro	CEC	2	5	\$55.89
Medrano	Lidia	OEC	2	6	\$57.29
Merino Campos	Guadalupe	OEC	1	4	\$53.19
Miles	Brandon	OEC	2	6	\$57.29
Moeller	Jason	OEC	2	6	\$57.29
Mukherjee	Rupali	OEC	2	4	\$54.53
Myers	Victoria	OEC	2	6	\$57.29
Nezzer	Samantha	OEC	2	5	\$55.89
Orendorff	Sarah	CEC	2	6	\$57.29
Pongco	Jonathan	OEC	2	5	\$55.89
Putros	Danial	CEC	1	5	\$54.53

**CEFA PART-TIME/HOURLY STEP INCREASES
EFFECTIVE: 08/17/20**

ATTACHMENT #4

LAST NAME	FIRST NAME	LOCATION	GRADE	NEW STEP	NEW LEC RATE
Ramirez	Ruth	OEC	2	6	\$57.29
Ramos Jimenez	Denia	CEC	2	5	\$55.89
Sandoval	Nancy	CEC	1	5	\$54.53
Schlobohm	Patricia	CEC	1	6	\$55.89
Shimasaki	Darren	CEC	1	6	\$55.89
Shimek-Rector	Sara	OEC	2	4	\$54.53
Singh	Gita	CEC	1	6	\$55.89
Snyder	Katie	CEC	2	6	\$57.29
Solares	Elizabeth	CEC	3	4	\$55.89
Soukup	Scott	OEC	2	6	\$57.29
Strobel	Jacqueline	CEC	2	5	\$55.89
Tomich	Maria	CEC	2	4	\$54.53
Truong	Leah	OEC	1	6	\$55.89
Truong	Vietly	OEC	1	6	\$55.89
Visconti	Jennifer	OEC	2	6	\$57.29

**FARSCCD PART-TIME/HOURLY STEP INCREASES
EFFECTIVE 08/17/20**

ATTACHMENT #5

LAST NAME	FIRST NAME	SITE	GRADE	NEW STEP	NEW LEC RATE
Aguilar Hernandez	Gerardo	SAC	2	5	\$73.32
Aleman	Andrew	SAC	2	4	\$69.83
Allgaier	Jennifer	SAC	4	4	\$76.99
Almaguer	Carol	SAC	1	5	\$69.83
Arambula	Michael	SAC	2	5	\$73.32
Arar	Amani	SCC	4	4	\$76.99
Arias	Maribel	SCC	4	4	\$76.99
Asarian	Armen	SAC	1	4	\$66.52
Aziz	Shazia	SAC	2	4	\$69.83
Baker	Raffaela	SCC	2	5	\$73.32
Basart	Michael	SAC	2	4	\$69.83
Beachner	Mike	SAC	1	5	\$69.83
Beckner	Andrew	SCC	2	4	\$69.83
Beiner	Cheryl	SAC	2	4	\$69.83
Bellas	Patricia	SCC	4	5	\$80.84
Bertoglio	Douglas	SAC	1	4	\$66.52
Boles	Kirsten	SAC	4	5	\$80.84
Bombola	Talia	SCC	2	4	\$69.83
Brace	Lynda	SAC	2	4	\$69.83
Brass	Joshua	SAC	1	5	\$69.83
Breceda	Larry	SCC	1	4	\$66.52
Brittain	Jake	SAC	1	4	\$66.52
Burroughs	Myles	SAC	1	5	\$69.83
Cano	Matthew	SAC	2	4	\$69.83
Cavanaugh	John	SAC	1	4	\$66.52
Ceballos	Brian	SCC	1	4	\$66.52
Cervantes	Cynthia	SAC	2	5	\$73.32
Chatterfield	Taliah	SCC	4	5	\$80.84
Chavez	Mayra	SCC	2	5	\$73.32
Chhuo	Leng	SCC	2	4	\$69.83
Clements	Joseph	SAC	1	5	\$69.83
Dasilva	Paul	SAC	2	4	\$69.83
De John	Zackary	SAC	1	5	\$69.83
De La Torre	Margarita	SAC	1	5	\$69.83
Deeb	Christine	SCC	2	4	\$69.83
Diaz	Diana	SCC	2	5	\$73.32
Dsouza	Steven	SAC	2	4	\$69.83
Dulla	Joseph	SAC	2	4	\$69.83
Durgin	Darron	SAC	2	4	\$69.83
Earl	Douglas	SAC	1	5	\$69.83
Elston	Lisa	SAC	1	5	\$69.83
Emamjomeh	Shayan	SAC	2	5	\$73.32
Enterzampour	Mo	SAC	4	4	\$76.99
Fini	Kaine	SAC	4	5	\$80.84
Finnerty	Pete	SAC	1	5	\$69.83
Fitch	Alexander	SAC	1	4	\$66.52
Foster	Ed	SAC	2	5	\$73.32
Gee	Paul	SAC	4	5	\$80.84
Geragotelis	Andrew	SAC	4	5	\$80.84
Gibson	Lela	SCC	4	5	\$80.84
Gilbert	David	SAC	2	4	\$69.83

**FARSCCD PART-TIME/HOURLY STEP INCREASES
EFFECTIVE 08/17/20**

ATTACHMENT #5

LAST NAME	FIRST NAME	SITE	GRADE	NEW STEP	NEW LEC RATE
Gingrich	Brittney	SAC	1	4	\$66.52
Gloe	Allison	SCC	2	4	\$69.83
Gonzalez	Frank	SAC	1	5	\$69.83
Groves	Christy	SAC	2	4	\$69.83
Hamilton	Ian	SAC	2	5	\$73.32
Hatami Far	Marjan	SAC	1	4	\$66.52
Heinlein	Gregory	SAC	2	4	\$69.83
Hernandez	Kristen	SAC	2	5	\$73.32
Hilburn	Pamela	SCC	2	4	\$69.83
Hughes	Jessica	SCC	2	4	\$69.83
James	Robert	SAC	1	4	\$66.52
Jantzen	Dylan	SAC	1	5	\$69.83
Jarjoura	Rola	SAC	4	4	\$76.99
Johnson	Kechaunte	SAC	2	4	\$69.83
Jones	Chelsea	SAC	2	4	\$69.83
Jones	Sayer	SAC	1	4	\$66.52
Jorgensen	Cari	SAC	2	4	\$69.83
Jure	Josiah	SAC	2	5	\$73.32
Keller	Patricia	SCC	4	5	\$80.84
King	Tawnie	SAC	4	4	\$76.99
Kirby	Brendon	SAC	2	4	\$69.83
La Pyrne	Kevin	SAC	1	4	\$66.52
Lam	Khanh	SAC	4	5	\$80.84
Lambert	Andrew	SAC	1	5	\$69.83
Lee	Wing	SCC	2	4	\$69.83
Leger	Margaret	SCC	2	5	\$73.32
Leonard	Arielle	SCC	2	5	\$73.32
Lerman	Andrew	SAC	2	4	\$69.83
Leroy	Ailissa	SAC	2	5	\$73.32
Lowe	Andrew	SAC	2	4	\$69.83
Lu	Shao-Hua	SCC	4	4	\$76.99
Manneh	Nayla	SCC	4	5	\$80.84
Marroquin	Michael	SAC	2	4	\$69.83
Mauger	Dina	SAC	2	4	\$69.83
Mc Innish	Alycia	SAC	2	5	\$73.32
McDonough	Jamie	SAC	2	5	\$73.32
McMillan	Jennifer	SAC	3	4	\$73.32
McTigue	Scott	SAC	1	5	\$69.83
Moreno	Roseira	SAC	2	5	\$73.32
Moreno	Steven	SAC	4	5	\$80.84
Murray	Robert	SAC	2	5	\$73.32
Nguyen	Kieudung	SAC	1	5	\$69.83
Nguyen	Hoc	SAC	1	4	\$66.52
Nicolini	Sean	SAC	1	4	\$66.52
Norton	Jaquely	SAC	2	5	\$73.32
Omae	Amy	SCC	2	5	\$73.32
Page	Ana	SCC	2	4	\$69.83
Parker	Mathew	SAC	4	5	\$80.84
Pattanaik	Anitu	SAC	1	4	\$66.52
Pawlikowski	Joseph	SAC	1	5	\$69.83
Pierson	John	SAC	1	5	\$69.83

**FARSCCD PART-TIME/HOURLY STEP INCREASES
EFFECTIVE 08/17/20**

ATTACHMENT #5

LAST NAME	FIRST NAME	SITE	GRADE	NEW STEP	NEW LEC RATE
Puhek	Philip	SAC	1	4	\$66.52
Rathor	Sherilyn	SCC	2	5	\$73.32
Raval	Gira	SAC	4	5	\$80.84
Rehnelt	Wayne	SAC	1	4	\$66.52
Rivera	Monica	SAC	1	4	\$66.52
Rockwell	Robert	SAC	2	4	\$69.83
Rodino	James	SAC	2	4	\$69.83
Rodriguez	Sebastian	SAC	1	4	\$66.52
Ross	Marissa	SAC	2	4	\$69.83
Rowe	Brian	SAC	1	4	\$66.52
Samp	William	SAC	2	5	\$73.32
Schaefer	Kathleen	SAC	1	4	\$66.52
Scott	Kristen	SAC	2	5	\$73.32
Seehusen	Leanne	SAC	1	5	\$69.83
Shields	Dale	SAC	1	4	\$66.52
Skeen	Charlotte	SAC	2	4	\$69.83
Skinner	Michael	SAC	4	4	\$76.99
Slavens	Jesse	SAC	4	5	\$80.84
Smith	Floyd	SAC	1	5	\$69.83
Snook	Deanna	SAC	1	5	\$66.52
Soliguen	Albert	SAC	1	5	\$69.83
Sontag	Brandon	SAC	2	4	\$69.83
Spillman	Kelly	SAC	4	5	\$80.84
Stone	Leslie	SAC	2	5	\$73.32
Strickland	Jonelle	SCC	2	5	\$73.32
Svendsbo	Gaute	SAC	2	4	\$69.83
Tamariz	Santiago	SCC	2	4	\$69.83
Tayles	Kelly	SAC	1	5	\$69.83
Thompson	Alisia	SCC	2	4	\$69.83
Tingey	Adam	SAC	1	5	\$69.83
Uvidia	Enrique	SAC	2	5	\$73.32
Vasilik	Richard	SAC	1	5	\$69.83
Vega	Marlene	SAC	2	4	\$69.83
Vo	Julie	SAC	1	4	\$66.52
Vogl	Richard	SCC	2	4	\$69.83
Vollmar	Jazmin	SAC	1	5	\$69.83
Weinraub	Jeremy	SAC	2	4	\$69.83
Wilson	Hannah	SAC	1	5	\$69.83
Wong Yu	Jozelle	SCC	2	4	\$69.83
Wood	Robert	SCC	4	5	\$80.84
Yang	Jimmy	SAC	2	4	\$69.83

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT **ATTACHMENT #6**
FARSCCD BEYOND CONTRACT/OVERLOAD HOURLY STEP INCREASES
EFFECTIVE FALL 2020

LAST NAME	FIRST NAME	DIVISION	LOC	OVL CLASS	OVL STEP	LECTURE HOURLY RATE
Arazi	Heather	Humanities & Social Sci	SAC	IV	4	\$76.99
Bittner	Matthew	Human Svcs & Tech	SAC	II	4	\$69.83
Daneshmand	Angela	Mathematics & Sci	SCC	II	4	\$69.83
Diamond	Zachary	Human Svcs & Tech	SAC	II	5	\$73.32
Gonzales	Gregory	Human Svcs & Tech	SAC	I	5	\$69.83
Henry	Amanda	Mathematics & Sci	SCC	IV	4	\$76.99
Huskey	Jason	Human Svcs & Tech	SAC	IV	4	\$76.99
Kapil	Jill	Health & Wellness Center	SAC	IV	4	\$76.99
Mayer	Quynh	Science, Mathematics & Health Sci	SAC	II	4	\$69.83
McAdam	Jennifer	Science, Mathematics & Health Sci	SAC	IV	4	\$76.99
Medina	Guillermo	Mathematics & Sci	SCC	IV	4	\$76.99
Nardi	Nicholas	Humanities & Social Sci	SAC	IV	4	\$76.99
Padilla	Jessica	Human Svcs & Tech	SAC	II	4	\$69.83
Patch	Nicole	Fine & Performing Arts	SAC	IV	4	\$76.99
Roper	David	Human Svcs & Tech	SAC	II	5	\$73.32
Schlossman	Jacqueline	Fine & Performing Arts	SAC	IV	5	\$80.84
Sim	Jai	Business	SAC	IV	5	\$80.84
Smith	Elizabeth	Humanities & Social Sci	SAC	IV	4	\$76.99
Van Dyke-Kao	Rita	Continuing Ed	SCC	II	4	\$69.83
Wang	Wendy	Human Svcs & Tech	SAC	IV	5	\$80.84
Yimenu	Bethlehem	Humanities & Social Sci	SAC	IV	4	\$76.99

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
SEPTEMBER 14, 2020**

CLASSIFIED

Miscellaneous Pay Schedule 2020-2021 revised _____ *Attachement #1*

Professional Growth Increments

Ayers, Alicia Sr. Account Clerk/ Continuing Ed./ OEC	Effective: October 1, 2020 Grade 10, Step 6 + 5 PG (2500) \$ 65,325.48
Berber, Christian HS Community Outreach Spec./ Continuing Ed./ CEC	Effective: October 1, 2020 Grade 13, Step 2 + 2.5%Bil + 1PG (500) \$61,768.90
Bergara, Elizabeth Student Services Coord./ Student Services/ SCC	Effective: October 1, 2020 Grade 15, Step 6 + 2.5%L + 1PG (500) \$83,431.61
Espino, Susana Science Lab Coord./ Science & Math/ SCC	Effective: October 1, 2020 Grade 13, Step 4 + 2PG (1000) \$66,950.48
Espinosa, Laura Administrative Clerk/ Academic Affairs/ SCC	Effective: October 1, 2020 Grade 10, Step 6 + 5%L + 6PG (3000) \$65,966.75
Flores, Jazmine Admissions & Records Spec. II/ Enrollment/ SCC	Effective: October 1, 2020 Grade 8, Step 3 + 3PG (1500) \$51,336.81
Hale, Kristine Science Lab Coord./ Science & Math/ SCC	Effective: October 1, 2020 Grade 13, Step 6 + 7.5%L + 5 PG (2500) \$80,688.62
Harvey, Elizabeth Administrative Secretary/ DSPS/ SAC	Effective: October 1, 2020 Grade 12, Step 4 + 3PG (1500) \$64,177.38
Kang, Charles Bookstore Buyer/ Bookstore/SCC	Effective: October 1, 2020 Grade 10, Step 3 + 4PG (2000) \$56,294.73

Professional Growth Increments cont'd

McAdam, Justin Lead Gardener/ Admin. Serv./ SCC	Effective: October 1, 2020 Grade 10, Step 6 + 2.5% L + 10PG (5000) \$69,396.12
Nguyen, Dao International Student Program Spec./ SAC	Effective: October 1, 2020 Grade 11, Step 6 + 2.5%L + 6 PG (2000) \$69,295.61
Mitocariu, Ciprian Applications Specialist III/ ITS	Effective: October 1, 2020 Grade 19, Step 3 + 2PG (1000) \$89,891.67
Nguyen, Hung Business System Analyst/ Student Information Support/ SAC	Effective: October 1, 2020 Grade 15, Step 6 + 5%L + 10PG (3500) \$88,454.33
Nguyen, Trinity Science Lab Coord./ Science & Math/ SCC	Effective: October 1, 2020 Grade 13, Step 4 + 2.5%L + 5 PG (2000) \$69,599.24
Pham, Chi Q Financial Aid Techn./ Financial Aid/ SAC	Effective: October 1, 2020 Grade 8, Step 6 + 5%L + 3PG (1250) \$61,898.36
Rodriguez, Gisela Administrative Clerk/ Continuing Ed./ OEC	Effective: October 1, 2020 Grade 10, Step 6 + 5%L + 2.5%Bil + 8PG (4000) \$71,537.39
Vazquez, Reyes Curriculum Specialist/ Academic Affairs/ SAC	Effective: October 1, 2020 Grade 13, Step 6 + 12.5% L + 12 PG (6000) \$87,825.30

Longevity Increments

Aguilar, Sandra Administrative Clerk/ Continuing Ed./CEC	Effective: July 1, 2020 Grade 10, Step 6 + 5PG (2500) + 7.5%L \$70,037.39
Chavez, Graciela Custodian/ Continuing Ed./ OEC	Effective: September 1, 2020 Grade 4, Step 6 + 5%SW + 5%L \$54,820.49

Longevity Increments cont'd

Gaytan, Rafaela CDC Cook Nutrition Spec./ Child Dev. Services/ District	Effective: September 1, 2020 Grade 6, Step 6 + 2.5%L \$54,695.71
Lopez, Felipe Gardener Utility Worker/ Admin. Services/ SAC	Effective: August 1, 2020 Grade 8, Step 6 + 10%L \$63,536.37
Nguyen, Hung H. Business Systems Analyst/ President's Office/ SAC	Effective: September 1, 2020 Grade 15, step 6 + 9PG (3000) + 5%L \$87,954.33
Nguyen, Thuy Huong Financial Aid Coord./ Financial Aid/ SAC	Effective: July 1, 2020 Grade 15, Step 6 + 6PG (3000) + 12.5%L \$94,022.50
Quimzon, John Administrative Clerk/ Continuing Ed./ CEC	Effective: July 1, 2020 Grade 10, Step 6 + 12.5%L \$70,678.67
Simons, Randall Technology Specialist III/ ITS	Effective: July 1, 2020 Grade 17, Step 6 + 10%L \$100,110.52
Stapleton, Amber Admissions & Records Spec. I/ Admissions/ SAC	Effective: September 1, 2020 Grade 6, Step 6 + 5%L \$56,029.75
Tucker, David Warehouse Storekeeper/ Purchasing/ District	Effective: July 1, 2020 Grade 8, Step 6 + 7.5%L \$62,092.37
Witmer, Virginia Administrative Secretary/ Human Services & Tech./ SAC	Effective: July 1, 2020 Grade 12, Step 6 + 1PG (500) + 12.5%L \$78,259.88
Yoder, Brian Instructional Media Producer/ Media-Bus. Div/ SAC	Effective: July 1, 2020 Grade 15, Step 6 + 12.5%L \$91,022.50

Change in Salary Placement

Sanchez, Salvador Sr. Custodian Utility Worker/ Admin. Services/ SAC	Effective: February 10, 2020 Grade 7, Step 6 + 12.5%L + 5%SW \$65,170.60
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Leave of Absence

Chavez, Antonio Custodian/ Admin. Services/ SAC	Effective: 08/24/20 – 09/02/20 Reason: EFMLA/EPSL
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Garcia, Anaisabelle Curriculum Specialist/ Academic Affairs/ SCC	Effective: 10/26/20 – 11/06/20 Reason: FMLA/Parental Leave Intermittent
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Hamman, Jessica Development Coordinator/ Foundation/ SAC	Effective: 07/15/20 – 08/24/20 Reason: Maternity Leave
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Lara, Rene Custodian/ Admin. Services/ SCC	Effective: 07/20/20 – 07/31/20 Reason: EPSL
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Quinonez, Raul Bookstore Buyer/ SAC	Effective: 08/11/20 – 09/11/20 Reason: FMLA/Parental Leave
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Sanchez Moreno, Marisol Administrative Secretary/ Business Div./ SAC	Effective: 08/10/20 – 08/14/20 Reason: FMLA/Parental Leave – Intermittent
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Talamantes, Edgar Gardener Utility Worker/ Admin. Services/ SAC	Effective: 08/10/20 – 08/21/20 Reason: EPSL
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Ratification of Resignation/Retirement

Gonzalez, Deyanira Student Program Specialist/ DSPS/ SCC	Effective: September 1, 2020 Reason: Resignation
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CLASSIFIED HOURLY

Professional Growth Increments

Tapia, Linda Administrative Clerk/ Continuing Ed./ OEC	Effective: October 1, 2020 Grade 10, Step A + 2.5% Bil + 5PG (1250) \$23.57/Hour + \$104.17/Mo. PG
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Out of Class Assignment

Escobedo Gomez, Miriam Administrative Clerk/ Continuing Ed./ OEC	Effective: 08/31/20 – 06/30/21 19 Hours/Week 12 Months/Year Grade 10, Step A + 2.5%Bil \$24.19/Hour
Gil, Darlene Sr. Clerk/ Human Resources/ District	Effective: 07/01/20 – 06/30/21 19 Hours/Week 12 Months/Year Grade 8, Step A \$21.64/Hour

Longevity Increment

Siegel, Sue Cashier/ Bookstore/ SAC	Effective: July 1, 2020 Grade 3, Step A + 5%L (18.11) \$19.01/Hour
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Leave of Absence

Lopez Gomez, Valentin Custodian/ Admin. Services/ SCC	Effective: 07/20/20 – 07/31/20 Reason: EPSL
Palencia Funes, Debora Instructional Assistant/ Science & Math/ SAC	Effective: 08/27/20 – 12/10/20 Reason: EFMLA/EP SL - Intermittent
Reyes, Gloria Student Services Specialist/ Student Services/ SCC	Effective: 08/12/20 – 09/30/20 Reason: Parental Leave
Rios, Denise Instructional Assistant/ Student Services/ SAC	Effective: 07/27/20 – 07/31/20 Reason: EPSL
Samodumov, Stefan Custodian/ Admin. Services/ SCC	Effective: 08/31/20 – 09/11/20 Reason: EFMLA/EP SL

Ratification of Resignation/Retirement

Sanchez, Natalie Instructional Assistant/ Continuing Ed./ CEC	Effective: July 31, 2020 Reason: Resignation
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Ratification of Resignation/Retirement cont'd

Solorzano, Vanessa Instructional Assistant/ Science & Math/ SCC	Effective: August 1, 2020 Reason: Resignation
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TEMPORARY ASSIGNMENT

Short Term Assignment

Chavez Barajas, Amelia Custodian/ Admin. Services/ SAC	Effective: 09/15/20 – 06/15/21 Grade 4 \$18.70/Hour
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Cruz, Jessica Learning Facilitator/ EOPS/ SAC	Effective: 09/15/20 – 06/30/21 Grade 8 \$21.64/Hour
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Dominguez, Diana Instructional Assistant/ Student Services/SAC	Effective: 09/15/20 – 12/12/20 Grade 5 \$19.31/Hour
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Flores, Erika Support Services Assistant/ Academic Affairs/ SAC	Effective: 9/30/20 – 12/31/20 Grade 11 \$24.62/Hour
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Gonzalez, Brian Instructional Assistant/ Student Services/ SAC	Effective: 09/15/20 – 12/12/20 Grade 5 \$19.31/Hour
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Klotz, Julia Instructional Assistant/ Student Services/ SAC	Effective: 09/15/20 – 12/12/20 Grade 5 \$19.31/Hour
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Lozano, Omar Instructional Assistant/ Student Services/ SAC	Effective: 09/15/20 – 12/12/20 Grade 5 \$19.31/Hour
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Nguyen, Xuan Instructional Assistant/ Humanities & Soc. Sci./ SAC	Effective: 09/15/20 – 06/30/21 Grade 5 \$19.31/Hour
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Peralta, Amanda Learning Facilitator/ Student Services/ SAC	Effective: 09/15/20 – 06/30/21 Grade 8 \$21.64/Hour
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Short Term Assignment cont'd

Persinger, Kathleen Instructional Assistant/ Humanities & Soc. Sci./ SAC	Effective: 09/15/20 – 06/30/21 Grade 5 \$19.31/Hour
Pham, Vinh Instructional Assistant/ Science & Math/ SAC	Effective: 09/15/20 – 06/30/21 Grade 5 \$19.31/Hour
Sandoval, Christopher Support Services Assistant/ Academic Affairs/ SAC	Effective: 09/30/20 – 12/31/20 Grade 11 \$24.62/Hour
Santoyo, Marisol Instructional Assistant/ Student Services/ SAC	Effective: 09/15/20 – 12/12/20 Grade 5 \$19.31/Hour

Additional Hours for Ongoing Assignment

Gil, Darlene Sr. Clerk/ Human Resources/ District	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Lehman, Erica Student Services Specialist/ DSPS/ SCC	Effective: 08/01/20 – 12/31/20 Not to exceed 19 consecutive working days in any given period.
Mosqueda, Berenice Learning Facilitator/ Student Services/ SCC	Effective: 08/08/20 – 08/21/20 Not to exceed 19 consecutive working days in any given period.
Ramirez, Diana Student Services Coord./ Counseling/ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
Rodriguez, Natalie Counseling Assistant/ Counseling/ SAC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.

Substitute Assignments

Lopez, Frances Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/20 – 06/30/21 Not to exceed 19 consecutive working days in any given period.
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Substitute Assignments cont'd

Phamle, Skyler
Student Services Specialist/ Enrollment/
SCC

Effective: 08/17/20 – 11/15/20
Not to exceed 19 consecutive working
days in any given period.

MISCELLANEOUS POSITIONS

Cole, John
Model/ Arts, Humanities & Soc. Sci./
SCC

Effective: 08/24/20 – 06/06/21

Colondres, Hilda
Sign Language Interpreter II/ Student
Services/ SAC

Effective: 08/20/20 – 06/30/21

Cole, John
Model/ Arts, Humanities & Soc. Sci./
SCC

Effective: 08/24/20 – 06/06/21

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Aguilar, Pedro	Effective: 08/24/20-06/30/21
Alvarez-Orozco, Noemi P.	Effective: 08/31/20-06/30/21
Higareda, Maria G.	Effective: 08/24/20-06/30/21
Le, Ngoc Hong Diep	Effective: 08/31/20-06/30/21
Le, Thi N.	Effective: 08/24/20-06/30/21
Lopez, Skylar L.	Effective: 08/24/20-06/30/21
Macias, Neyda	Effective: 08/25/20-06/30/21
Pham, VU H.	Effective: 08/24/20-06/30/21
Ponce, Stephanie M.	Effective: 08/31/20-06/30/21
Torres, Megan L.	Effective: 08/24/20-06/30/21
Tran, Le Nhu Mai	Effective: 08/24/20-06/30/21
Salgado, Brandon	Effective: 08/31/20-06/30/21
Stevens, Pauline D.	Effective: 08/25/20-06/30/21
Vu, Anh H.	Effective: 08/31/20-06/30/21

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT LIST**

Franco, Amanda	Effective: 08/03/2020 – 06/30/2021
Ngo, Thy	Effective: 08/03/2020 – 06/30/2021
Thai, Anh-Thi	Effective: 08/03/2020 – 06/30/2021
Solis, Brianna	Effective: 08/03/2020 – 06/30/2021
Patino, Verenice	Effective: 08/07/2020 – 06/30/2021
Bolang, Virna	Effective: 08/21/2020 – 06/30/2021
Chavez, Dalila	Effective: 08/21/2020 – 06/30/2021
Cruz, Carlos	Effective: 08/10/2020 – 06/30/2021
Gonzalez, Daniel	Effective: 08/10/2020 – 06/30/2021
Salazar, Jose Luis	Effective: 08/10/2020 – 06/30/2021
Alvarez, Heather	Effective: 08/10/2020 – 06/30/2021
Ruiz, Jessica	Effective: 08/09/2020 – 06/30/2021

							Attachment #1
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT							
MISCELLANEOUS PAY SCHEDULE 2020-2021							
PROFESSIONAL EXPERTS:							
CHILD DEVELOPMENT							
	Child Care Associate				(Effect: 7/1/2020)	\$14.00	
	Child Development Intern I				(Effect: 7/1/2020)	\$14.50	
	Child Development Intern II				(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							
	Clerical Assistant				(Effect: 7/1/2020)	\$14.00	
	Facility Planner I				(Effect: 10/30/18)	\$105.00	
	Facility Planner II				(Effect: 10/30/18)	\$165.00	
	Food Pantry Assistant				(Effect: 09/15/20)	\$14.00	
	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	
	Residential Assistant I				(Effect: 7/1/2020)	\$14.00	
	Residential Assistant II				(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							
	Student Assistant I				(Effect: 7/1/2020)	\$14.00	
	Student Assistant II				(Effect: 7/1/2020)	\$14.50	
Board approved: 09/14/2020							

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Professional Services Agreement with Van Dermynen Maddux Law Corporation for Investigative Services	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District has a responsibility to investigate various types of complaints such as Title V, Title IX and other personnel related matters. On occasions with complaints, which are more complex and extensive the District utilizes third-party investigative firms, this helps maintain independence and legal timelines. Currently, the District has three investigation firms who are under retention, it is recommended to add a fourth to help maintain impartiality.

ANALYSIS

Van Dermynen Maddux Law Corporation (VDMLC) are an investigation law firm, dedicated to conducting independent workplace and Title IX campus investigations in California and Nevada. They are familiar with the various rules for conducting investigations in the public and private sectors. VDMLC conducts both routine and high-level investigations with the utmost sensitivity and respect for confidentiality.

The term of this agreement is for the period of September 15, 2020, through June 30, 2021.

RECOMMENDATION

It is recommended that the Board of Trustees approve of the Professional Services Agreement with Van Dermynen Maddux Law Corporation, as presented.

Fiscal Impact:	Based upon utilization	Board Date: September 14, 2020
Prepared by:	Jean Estevez, District Administrator, Institutional Equity, Compliance & Title IX	
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, on behalf of Human Resources and Van Dermyden Maddux Law Corporation, having its principal business address located at 2520 Venture Oaks Way, Suite 450, Sacramento, CA 95833 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 September 15, 2020, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for 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 One Hundred Thousand Dollars (\$100,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. Contractor shall defend, indemnify and hold District and its board members, officers, and employees harmless from and against any and all actions, claims, complaints, losses, liabilities or damage, including costs of litigation, arising out of or related to the Contractor's negligent performance of the services provided hereunder, or any action involving intentional acts or omissions or other wrongdoing, 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 District.

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)
Rancho Santiago Community College District
Tracie Green, Vice Chancellor, Human Resources
2323 N. Broadway
Santa Ana, CA 92706

Contractor: Deborah Maddux, Shareholder
2520 Venture Oaks Way, Suite 450
Sacramento, CA 95833

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: __Deborah Maddux

Print Title: __Shareholder

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Scope of Services. District hires the Contractor to perform legal services for District in the form of impartial workplace investigations on an as-needed basis. The Contractor will perform these duties as an attorney at law for the purpose of facilitating the rendering of legal advice to District by its counsel. The Contractor's communications, work product, and the final report will be protected from disclosure pursuant to the attorney-client privilege, unless waived by the District.

Limited Scope Agreement. The scope of this attorney-client representation is limited. The Contractor will perform an investigation as an attorney at law for the purpose of facilitating the rendering of legal advice to the client by its counsel. The Contractor will not render a legal determination whether there were violations of any law or statute. The Contractor will not act as an advocate or provide advice to District with respect to what employment actions, if any, should be taken as a result of the findings. The Contractor will not represent District in any legal action or proceeding. It is expressly agreed that District will look to its regular legal counsel for such services, as well as for advice with respect to issues which may arise relating to the investigation. This includes, without limitation, the admonitions, if any, to be made to employees who are interviewed concerning confidentiality; the consequences of employee failure to cooperate in the investigation; the accessing of electronic and other data; document retention; litigation holds; appropriate interim employment measures pending investigation; compliance with the federal Fair Credit Reporting Act; and compliance with the California Investigative Consumer Reporting Agencies Act. District also agrees it will look to its regular outside counsel for advice with respect to issues of attorney-client privilege, scope of privilege, waiver, and work product in connection with the Contractor's services.

Contractor agrees it will comply with employer-required notice and consent rules to the extent applicable, including those under Civil Code sections 1786 et seq.

Fees and Costs. District agrees to pay the Contractor at the following rates:

Staff	Discounted Hourly Rates for Public Entities
Senior Partner	\$460
Partner	\$385
Senior Associate	\$310
Associate	\$275
Law Clerk	\$185
Paralegal	\$140

Time charged will include, for example, time spent interviewing witnesses, writing the report of the findings, reviewing documents and performing any necessary research. The time charged will also include travel time and the time the Contractor spends on telephone calls and emails relating to District's matters, including calls and emails with the District, witnesses, potential witnesses, or counsel representing any of the parties.

Costs. The Contractor may incur various costs and expenses in performing services under this Agreement. District agrees to pay for all costs and expenses, in addition to the hourly fee. Specifically, District agrees to pay a 2% administrative charge calculated on the service fees billed. This fee covers costs and expenses incurred in our handling of the matter, such as postage, photocopies, parking fees, bridge or other road tolls, fax charges,

telephone charges and other similar charges. This administrative fee does not include other out-of-pocket charges incurred by the Contractor, such as messenger and other special delivery fees, other travel costs such as mileage reimbursement at the federal standard mileage rate in effect for the year or a vehicle rental, meals, lodging, and similar charges. In the event of a vehicle rental, District will be expensed for either the rental or calculated mileage at the federal standard mileage rate in effect for the year, whichever is less. District will be responsible for reimbursing Contractor for the out-of-pocket expenses as actually incurred by the Contractor, and all costs and expenses will be charged at the Contractor's cost. The Contractor will not charge for word processing or overtime expenses associated with administrative personnel.

Billing Statements. The Contractor will send District periodic statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

Payment is due upon presentation of the invoice. Invoices that remain unpaid after sixty (60) days from the invoice date are immediately subject to a late payment charge of fifteen percent (15%) per year, accrued monthly. Because these matters are of a sensitive nature and subject to the attorney-client privilege, we recommend that you treat our invoices as confidential documents and safeguard them appropriately.

Any estimate of fees given by the Contractor shall not be a guarantee. Actual fees may vary from estimates given.

Compensation for Post-Investigative Work. This engagement shall be considered concluded after the Firm has provided a final investigation report in a matter, whether oral or written. After the conclusion of this engagement, should a need arise for the Contractor to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of this engagement, District shall compensate the Contractor at its then applicable rates for time expended, including all required preparation time. District agrees to reimburse the Contractor for all reasonable fees and costs incurred in obtaining necessary representation for such proceedings, including legal fees and costs that the Contractor incurs in preparing for such proceedings. District shall also compensate the Contractor at its then applicable rates for time expended in defending against any actual or threatened claim with respect to which the Contractor is entitled to indemnification pursuant to this Agreement, below. If costs and/or expenses, including the costs of legal representation should reasonably be expected to exceed \$5,000, District shall advance the funds to the Contractor or the Contractor's designee.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Professional Services Agreement with Van Dermynen Maddux Law Corporation for Title IX Hearing Officer	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District has a responsibility to investigate Title IX and other personnel related matters. The new Title IX regulations proposed by the U.S. Department of Education released on May 6, 2020, requires every institution to conduct a live hearing with cross-examination for Title IX related cases. A trained hearing officer must oversee the hearings and cross-examinations and make informed decisions on what questions and evidence should be excluded or relevant, understand attorney-client privilege, work-product doctrine, treatment records protection, and rape-shield protections.

ANALYSIS

Van Dermynen Maddux Law Corporation (VDMLC) hearing officers have received extensive training on the new Title IX hearing requirements/rules, school's conduct code and hearing procedures, the standard of proof, and the technology to be used for cross-examination and remote participation. They understand the challenges of conducting a fair, thorough hearing with respect and empathy.

By hiring external hiring hearing officers, the District will reduce claims of bias or conflict of interest.

The term of this agreement is for the period of September 15, 2020, through June 30, 2021.

RECOMMENDATION

It is recommended that the Board of Trustees approve of the Professional Services Agreement with Van Dermynen Maddux Law Corporation, as presented.

Fiscal Impact:	Based upon utilization	Board Date: September 14, 2020
Prepared by:	Jean Estevez, District Administrator, Institutional Equity, Compliance & Title IX	
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, on behalf of Human Resources and Van Dermyden Maddux Law Corporation, having its principal business address located at 2520 Venture Oaks Way, Suite 450, Sacramento, CA 95833 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 September 15, 2020, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed One Hundred Thousand Dollars (\$100,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

- a. Contractor shall defend, indemnify and hold District and its board members, officers, and employees harmless from and against any and all actions, claims, complaints, losses, liabilities or damage, including costs of litigation, arising out of or related to the Contractor's negligent performance of the services provided hereunder, or any action involving intentional acts or omissions or other wrongdoing, 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 District.

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)
Rancho Santiago Community College District
Tracie Green, Vice Chancellor, Human Resources
2323 N. Broadway
Santa Ana, CA 92706

Contractor: Deborah Maddux, Shareholder
2520 Venture Oaks Way, Suite 450
Sacramento, CA 95833

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

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

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

22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were

responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

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

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

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

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

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

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

29. Dispute Resolution.

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

Mediation. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any

unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

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

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

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

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

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

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

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

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and

every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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: __Deborah Maddux

Print Title: __Shareholder

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Scope of Services. District hires the Contractor to provide hearing officer services.

Fees and Costs. District agrees to pay the Contractor at the following rates:

Staff	Discounted Hourly Rates for Non-Profit Entities
Senior Partner	\$470
Partner	\$420
Senior Associate	\$370
Associate	\$320
Hearing Coordinator	\$210
Law Clerk	\$195
Paralegal	\$160

Time charged will include, for example, time spent conducting the hearing, writing the decision of the findings, reviewing documents and performing any necessary research in preparation for the hearing. The time charged will also include travel time and the time the Contractor spends on telephone calls and emails relating to District's matters, including calls and emails with the District, witnesses, potential witnesses, or counsel representing any of the parties.

Costs. The Contractor may incur various costs and expenses in performing services under this Agreement. District agrees to pay for all costs and expenses, in addition to the hourly fee. Specifically, District agrees to pay a 2% administrative charge calculated on the service fees billed. This fee covers costs and expenses incurred in our handling of the matter, such as postage, photocopies, parking fees, bridge or other road tolls, fax charges, telephone charges and other similar charges. This administrative fee does not include other out-of-pocket charges incurred by the Contractor, such as messenger and other special delivery fees, other travel costs such as mileage reimbursement at the federal standard mileage rate in effect for the year or a vehicle rental, meals, lodging, and similar charges. In the event of a vehicle rental, District will be expensed for either the rental or calculated mileage at the federal standard mileage rate in effect for the year, whichever is less. District will be responsible for reimbursing Contractor for the out-of-pocket expenses as actually incurred by the Contractor, and all costs and expenses will be charged at the Contractor's cost. The Contractor will not charge for word processing or overtime expenses associated with administrative personnel.

Billing Statements. The Contractor will send District periodic statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

Payment is due upon presentation of the invoice. Invoices that remain unpaid after sixty (60) days from the invoice date are immediately subject to a late payment charge of fifteen percent (15%) per year, accrued monthly. Because this matter is of a sensitive nature and subject to the attorney-client privilege, we recommend that you treat our invoices as confidential documents and safeguard them appropriately.

Compensation for Post-Hearing Work. This engagement shall be considered concluded after the Contractor has

provided a final decision report in a matter, whether oral or written. After the conclusion of this engagement, should a need arise for the Contractor to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of this engagement, District shall compensate the Contractor at its then applicable rates for time expended, including all required preparation time. District agrees to reimburse the Contractor for all reasonable fees and costs incurred in obtaining necessary representation for such proceedings, including legal fees and costs that the Firm incurs in preparing for such proceedings. If costs and/or expenses should reasonably be expected to exceed \$5,000, District shall advance the funds to the Contractor or the Contractor's designee.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of Professional Services Agreement between Rancho Santiago Community College District and the Association of Community College Trustees	
Action:	Request for Approval	

BACKGROUND

The Chancellor approved the recommendation in the selection of the Association of Community College Trustees (ACCT) to assist in the recruitment and selection process for the new two college presidents ([view document](#)).

ANALYSIS

The Chancellor authorized the Vice Chancellor of Human Resources to negotiate the professional services agreement not to exceed \$90,000 and to coordinate the recruitment and selection process for the two new college presidents.

The term of this agreement is for the period of September 15, 2020, through June 30, 2021.

RECOMMENDATION

It is recommended that the Board of Trustees approve of the Professional Services Agreement between Rancho Santiago Community College and the Association of Community College Trustees, as presented.

Fiscal Impact:	Not to exceed \$90,000	Board Date: September 14, 2020
Prepared by:	Tracie Green, Vice Chancellor, Human Resources	
Submitted by:	Tracie Green, Vice Chancellor, Human Resources	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: September 14, 2020
Re:	Approval of the Supplemental Retirement Plan through Phase II Systems Corporation dba Public Agency Retirement Services (PARS)	
Action:	Request for Approval	

BACKGROUND

On July 13, 2020, Rancho Santiago Community College District Board of Trustees approved an agreement with Phase II Systems Corporation [dba] Public Agency Retirement Services (“PARS”). The district has worked with PARS to conduct an analysis of a potential Supplementary Retirement Plan (SRP), an early retirement incentive program for eligible employees, in order to generate substantial savings for the District.

ANALYSIS

The retirement incentive program was offered to faculty, managers, confidential and classified employees who are nearing retirement and are eligible to retire under CalSTRS or CalPERS. PARS received seventy-seven (77) employee applications to participate in the Supplemental Retirement Plan. PARS has analyzed the district savings for these employees who have chosen to participate. Therefore, the district requests the board approve the plan.

RECOMMENDATION

It is recommended the Board of Trustees approve the Supplemental Retirement Plan through Phase II Systems Corporation dba Public Agency Retirement Services.

Fiscal Impact: To Be Determined	Board Date: September 14, 2020
Item Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Item Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Item Recommended by: Marvin Martinez, Chancellor	