

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

Board of Trustees (Regular meeting)

Monday, April 12, 2021

2323 North Broadway via Zoom

Santa Ana, CA 92706

Pursuant to Governor Newsom's Executive Order N-29-20, dated March 17, 2020, members of the Board of Trustees of the Rancho Santiago Community College District, staff, and the public will participate in the April 12, 2021, 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 Gerard_Debra@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 Gerard_Debra@rsccd.edu. Submissions by email must be received prior to 3:00 p.m. on April 12, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF APRIL 12, 2021**. 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 his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at Gerard_Debra@rsccd.edu or leave a message at 714-480-7450, on the Friday prior to the meeting so appropriate accommodations may be made.

District Mission

The mission of the Rancho Santiago Community College District is to provide quality educational programs and services that address the needs of our diverse students and communities. Santa Ana College inspires, transforms, and empowers a diverse community of learners. Santiago Canyon College is an innovative learning community dedicated to intellectual and personal growth. Our purpose is to foster student success and to help students achieve these core outcomes: to learn, to act, to communicate and to think critically. We are committed to maintaining standards of excellence and providing the following to our diverse community: courses, certificates, and degrees that are accessible, applicable, and engaging.

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Public Comment

Should you wish to participate in public comments or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing Gerard_Debra@rscsd.edu. Submissions by email must be received prior to 3:00 p.m. on April 12, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF APRIL 12, 2021**. 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 his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes.

1.5 Approval of Minutes – Regular meeting of March 22, 2021 Action

1.6 Approval of Consent Calendar Action

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

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

1.7 Presentation on Sexual Harassment Training

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from 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 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Legislative Committee
- Board Policy Committee

3.0 **INSTRUCTION**

- *3.1 Approval of Standard Inter-Agency Instructional Services Agreement with City of San Clemente Action
The administration recommends approval of the standard inter-agency instructional services agreement with the City of San Clemente in California, as presented.
- *3.2 Approval of Affiliation Agreement between Grand Canyon University and Santa Ana College (SAC) Health Sciences/Nursing for Field Experience Program Action
The administration recommends approval of the affiliation agreement between Grand Canyon University and SAC Health Sciences/Nursing for the Field Experience Program, as presented.
- *3.3 Approval of Rancho Santiago Community College District Professional Services Agreement with AAA Flag & Banner Mfg. Co. Inc. Action
The administration recommends approval of the RSCCD professional services agreement with AAA Flag & Banner Mfg. Co. Inc. located in Los Angeles, California, as presented.
- *3.4 Approval of Rancho Santiago Community College District Professional Services Agreement with KW Media Action
The administration recommends approval of the RSCCD professional services agreement with KW Media, located in Seattle, Washington, as presented.
- *3.5 Approval of Rancho Santiago Community College District Professional Services Agreement with OUTFRONT MEDIA Inc. Action
The administration recommends approval of the RSCCD professional services agreement with OUTFRONT MEDIA Inc., located in Los Angeles, California, as presented.
- *3.6 Approval of Proposed Revisions for the 2020–2021 Santa Ana College Catalog Addendum Action
The administration recommends approval of the proposed revisions for the 2020–2021 SAC catalog addendum, as presented.
- *3.7 Approval of Proposed Revisions for 2021–2022 Santa Ana College Catalog Action
The administration recommends approval of the proposed revisions for the 2021–2022 SAC catalog, as presented.

- *3.8 Approval of One Year Renewal of Instructional Services Agreement with Pacific Clinics Action
The administration recommends approval of the one year renewal of the instructional services agreement with Pacific Clinics as presented.
- *3.9 Approval of Professional Services Agreement with Interact Communications Action
The administration recommends approval of the professional services agreement with Interact Communications as presented.
- *3.10 Approval of Professional Services Agreement with Estrella Media Action
The administration recommends approval of the professional services agreement with Estrella Media as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases and Budget Transfers, and Intrafund and Interfund Transfers Action
The administration recommends approval of budget increases, decreases and transfers, and intrafund and interfund transfers from March 9, 2021, to March 29, 2021.
- *4.3 Approval of Agreement with Excelsior Elevator Corporation for Elevator Testing, Inspection, and Preventative Maintenance Services for Santa Ana College, Santiago Canyon College (SCC), Digital Media Center (DMC) and District Operations Center Action
The administration recommends approval of the agreement with Excelsior Elevator Corporation for elevator testing, inspection, and preventative maintenance services for SAC, SCC, DMC and the District Operations Center 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:
- Song-Brown Health Care Workforce Training Program - \$200,000
Registered Nurse Education: Capitation for Associate Degree Nursing Program (SAC)
 - Statewide Director – Information Communications Technology (ICT)/Digital Media (District Office [DO]) \$ 50,000
 - Statewide Director – Retail/Hospitality/Tourism (DO) \$ 50,000
 - *Augmentation*

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

- *5.2 Approval of Child Plus Software Subscription for Child Development Services' Early Head Start Program Action
The administration recommends approval of the purchase of the Child Plus Software subscription for the Child Development Services' Early Head Start Program.
- *5.3 Approval of ZONO Sanitizing Cabinet Purchase for SAC Early Childhood Education Center (ECEC) Child Development Center Action
The administration recommends approval of the purchase of the ZONO Sanitizing Cabinet for the SAC ECEC Child Development Center.
- 5.4 Board of Trustees Cast Ballot for California Community College Trustees (CCCT) Board of Directors Election – 2021 Action
It is recommended that the board cast their ballot for the CCCT Board of Directors election for 2021.
- 5.5 Approval of Board Legislative Committee Recommendations Action
It is recommended that the board review and approve the Board Legislative Committee's recommendations on legislative bills.
- 5.6 Adoption of Resolution No. 21-04 in Support of Declaring April California Community College Month Action
It is recommended that the board adopt Resolution No. 21-04 in support of declaring April as Community College Month.
- 5.7 Approval of Board Policies Action
It is recommended that the board adopt the following new and revised policies:
- Board Policy (BP) 2755 Trustee Area Redistricting (NEW)
 - BP 2760 Campaign Limitations (NEW)
 - BP 3821 Gift Ban Policy (revision)
 - BP 6910 Housing (NEW)
- 5.8 Board Member Comments Information

RECESS TO CLOSED SESSION

*Conducted in accordance with applicable sections of California law. Closed sessions are not open to the public. (RSCCD)
Pursuant to Government Code Section 54957, the Board may adjourn to closed session at any time during the meeting to discuss staff/student personnel matters, negotiations, litigation, and/or the acquisition of land or facilities. (OCDE)*

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

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

2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District
(FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Revised Job Descriptions
- Approval of Adjusted Leaves of Absence
- Approval of Leaves of Absence
- Approval of 2020-2021 Additional Contract Extension Days
- Approval of Beyond Contract/Overload Stipends
- 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 Changes in Grade
- Approval of Professional Growth Increments
- Approval of Return to Regular Assignments
- Approval of Changes in Position
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Approval of Short Term Assignments
- Approval of Additional Hours for Ongoing Assignments

6.2 Classified Personnel (cont.)

- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Approval of Professional Services Agreement between Rancho Santiago Community College District and Grand River Solutions, Incorporated Action

The administration recommends approval of the professional services agreement between RSCCD and Grand River Solutions, Incorporated, as presented.

6.4 Authorization for Board Travel/Conferences Action

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

6.5 Adoption of Resolution No. 21-05 Authorizing Payment to Trustee Absent from Board Meetings Action

The resolution requests authorization of payment to Sal Tinajero for his absence from the March 22, 2021, board meeting due to a last-minute family matter.

7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on April 26, 2021.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
via Zoom
2323 North Broadway,
Santa Ana, CA 92706

Monday, March 22, 2021

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The Zoom meeting was called to order at 4:37 p.m. by Mr. Phil Yarbrough via video/teleconference. Other members present were Dr. Tina Arias Miller, Mr. David Crockett, Mr. John Hanna, Mr. Larry Labrado, Mr. Zeke Hernandez, and Mr. Mariano Cuellar participated via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Mr. Sal Tinajero was not in attendance due to a last-minute family matter.

Administrators present during the regular meeting via video/teleconference (Zoom) were Dr. Marilyn Flores, Ms. Tracie Green, Mr. Marvin Martinez, Mr. Adam O'Connor, 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. Yarbrough, President, RSCCD Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Dr. Arias Miller and seconded by Mr. Hernandez to approve revised pages to the agenda (page 6) and Item 6.1 (page 1 of Management/Academic Personnel). The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

1.4 Public Comment

Dr. Christine Umali Kopp spoke regarding the board's commitment to social justice and equity.

Mr. Morrie Barembaum spoke regarding the lack of hiring more Asian Americans within the district.

1.5 Approval of Minutes

It was moved by Mr. Labrado and seconded by Dr. Arias Miller to approve the minutes of the regular meeting held March 8, 2021. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, 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. Hernandez and seconded by Dr. Arias Miller to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

3.1 Approval of Contract for Services with City of Vista

The board approved the contract for services with the City of Vista, California, as presented.

3.2 Approval Educational Affiliation Agreement with Russo, Fleck & Associates

The board approved the educational affiliation agreement with Russo, Fleck & Associates located in Orange, California, as presented.

3.3 Approval of Rancho Santiago Community College District Speaker Agreement with Joy DeGruy Publications

The board approved the RSCCD speaker agreement with Joy DeGruy Publications located in Portland, Oregon, as presented.

3.4 Approval of Rancho Santiago Community College District Purchase of CompTIA A+ and ITF+ Exam Vouchers from CompTIA Certifications, LLC Services

The board approved the RSCCD purchase of CompTIA A+ and ITF+ exam vouchers from CompTIA Certifications, LLC, as presented.

3.5 Approval of Santa Ana College (SAC) and Santiago Canyon College (SCC) Community Services Summer 2021 Program

The board approved the SAC and SCC Community Services summer 2021 program as presented.

3.6 Approval of Five-Year Renewal Agreement with County of Orange, California for Inmate Education Program

The board approved the five-year renewal agreement with the County of Orange, California, for the Inmate Education Program.

3.7 Approval of Amended Professional Services Agreement with Plastic Surgery Studios

The board approved the amended professional services agreement with Plastic Surgery Studios as presented.

1.6 Approval of Consent Calendar (cont.)

3.8 Approval of Professional Services Agreement with Interact Communications, Inc. for Santiago Canyon College Marketing Campaign

The board approved the professional services agreement with Interact Communications, Inc. for a SCC Student Equity and Achievement Program (SEAP) marketing campaign as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

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

The board approved budget increases, decreases and transfers, and intrafund and interfund transfers from February 23, 2021, to March 8, 2021.

4.3 Approval of 2021-2022 Tentative Budget Assumptions

The board approved the 2021-2022 Tentative Budget Assumptions as presented.

4.4 Approval of Agreement with Architectural Testing, Inc. for Building Enclosure Assessment Services for Buildings E, G, H, L, MO and SC at Santiago Canyon College

The board approved the agreement with Architectural Testing, Inc. for building enclosure assessment services for Buildings E, G, H, L, MO and SC at SCC as presented.

4.5 Approval of Purchase Orders

The board approved the purchase order listing for the period January 10, 2021, through February 13, 2021.

5.1 Approval of Resource Development Item

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

- Gates Foundation – Adjunct Success Project (SAC) \$35,000

5.2 Approval of Professional Services Agreement with CDW Government LLC

The board approved the professional services agreement with CDW Government LLC as presented.

5.3 Approval of Professional Services Agreement with Economic Modeling, LLC (Emsi)

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 contractual agreement on behalf of the district.

1.6 Approval of Consent Calendar (cont.)

- 5.4 Approval of Professional Services Agreement with The McNellis Corporation
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 contractual agreement on behalf of the district.

1.7 Presentation on Strategic Planning and Enrollment Management Update

Dr. James Kennedy, Dr. Jeffrey Lamb, Mr. Martin Stringer, and Mr. Enrique Perez provided a presentation on Strategic Planning and Enrollment Management Update. Board members received clarification on the data related to the presentation from Dr. Kennedy, Dr. Lamb, Mr. Stringer, and Mr. Perez.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

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

Mr. Crockett left the meeting during Dr. Flores' report (and prior to Mr. Vargas' report) due to a prior commitment.

2.3 Report from Student Trustee

Mr. Cuellar provided a report to the board.

2.4 Reports from Student Presidents

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

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

2.5 Report from Classified Representative

Ms. Diana Casares provided a report to the board on behalf of the classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the March 15, 2021, Board Facilities Committee meeting.

Dr. Arias Miller provided a report on the March 11, 2021, Board Institutional Effectiveness Committee meeting.

3.0 **INSTRUCTION**

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

4.0 **BUSINESS OPERATIONS/FISCAL SERVICES**

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

5.0 **GENERAL**

Items 5.1, 5.2, 5.3 and 5.4 were approved as part of Item 1.6 (Consent Calendar).

5.5 Approval of State and Federal Legislative Priorities for Rancho Santiago Community College District

It was moved by Mr. Hernandez and seconded by Dr. Arias Miller to approve the Board Legislative Committee's recommendations to approve the State and Federal legislative priorities as presented. It was moved by Mr. Hanna and seconded by Mr. Hernandez to amend the motion to add the following to the State and Federal legislative priorities: "*The district will support legislative and administrative efforts to increase broadband accessibility for communities.*" The chancellor suggested the amendment be placed under a new digital section to discuss earmarks. Discussion ensued. The motion to accept the amendment to the motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye. The motion to approve the amended State and Federal legislative priorities carried with the following vote: Aye – Dr. Arias Miller, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

5.6 First Reading of Board Policies

The following Board Policies were presented as information for a first reading:

- Board Policy (BP) 2755 Trustee Area Redistricting (NEW)
- BP 2760 Campaign Limitations (NEW)
- BP 3821 Gift Ban Policy (revision)
- BP 6620 Naming District Properties and Facilities (revision)
- BP 6910 Housing (NEW)

5.7 Board Member Comments

Mr. Hanna and Mr. Yarbrough commended staff for a thorough and informative presentation on Item 1.7 (Strategic Planning and Enrollment Management Update).

Mr. Hernandez reported that he recently attended the funeral services for Mexican Consul Mario Cuevas. He encouraged staff to connect with acting Mexican Consul Monica Ochoa Palomera to possibly provide outreach services to groups under her leadership.

Mr. Yarbrough expressed appreciation for the chancellor's report which included an update on legislation (Assembly Bill 927 [Medina]) being considered that would make permanent the current fifteen community colleges baccalaureate degree programs, authorize additional districts and colleges to apply to the State Chancellor's Office for approval of additional baccalaureate degree programs, and remove the limitation of one baccalaureate degree program per district.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:49 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Student Workers
2. Conference with 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 8:36 p.m.

Closed Session Report

Dr. Arias Miller reported the board discussed public employment and existing litigation; and the board took no action during closed session.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Changes of Interim Assignment
- Approve Extensions of Interim Assignment
- Approve Leaves of Absence
- Approve Stipends
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-Paid Instructors of Record
- Approve Non-Paid Intern Services

6.2 Classified Personnel

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

- Approve New Appointments
- Approve Temporary to Contract Assignments
- Approve Longevity Increments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Leaves of Absence
- Approve Short Term Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Approval of Non-Credit Instructional Calendar

It was moved by Mr. Hernandez and seconded by Dr. Arias Miller to approve the 2021-2022 non-credit instructional calendar, as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.4 Authorization for Board Travel/Conferences

It was moved by Mr. Hernandez and seconded by Dr. Arias Miller to authorize the submitted conference and travel by board members. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

7.0 **ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on April 12, 2021.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 8:37 p.m.

Respectfully submitted,

Marvin Martinez, Chancellor

Approved: _____
Clerk of the Board

Minutes approved: April 12, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

To:	Board of Trustees	Date: April 12, 2021
Re:	Approval of Standard Inter-Agency Instructional Services Agreement with City of San Clemente	
Action:	Request for Approval	

BACKGROUND

Santa Ana College Fire Technology is authorized to provide instruction through an Instructional Services Agreements (ISA) via qualified and approved non-paid instructors to other public entities. This Standard Inter-Agency Instructional Services Agreement with City of San Clemente (“Agreement”) will result in registering over 20 students annually in the Fire Technology ISA Program. The District and the City of San Clemente have a long contractual relationship for this type of service. This Agreement is to formally enter a new term and continue this existing relationship for another five years commencing September 15, 2020 through September 15, 2025.

ANALYSIS

This Agreement is administered in compliance with the guidelines issued by the State of California Community College Chancellor’s Office. This retroactive approval of the Agreement will correct a procedural error and shall be effective for five (5) years or until termination by written notice of either party. This Agreement will carry a cost for Santa Ana College not to exceed \$35,000 for each fiscal year.

RECOMMENDATION

It is recommended the Board of Trustees approve the Standard Inter-Agency Instructional Services Agreement with City of San Clemente, located in San Clemente, California, as presented.

Fiscal Impact:	\$35,000/year	Board Date: April 12, 2021
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	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the Rancho Santiago Community College District with its principle place of business located at 2323 North Broadway, Santa Ana, California 92706 (District), on behalf of the Santa Ana College Fire Technology Department and City of San Clemente (Agency) with its principle place of business located at 910 Calle Negocio, San Clemente.

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

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

- 1) TERM AND TERMINATION. This agreement shall be effective September 15, 2020 to September 15, 2025.
 - a) 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.
 - b) 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.
 - c) 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.
- 2) AGENCY'S RESPONSIBILITIES:
 - a) Services. Agency shall be responsible to teach the following course:

FSA002 - Ocean Lifeguard -Aquatic Rescue Response Skills

Other courses may be added by mutual consent by both parties.

- b) Instructor Qualifications: All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the District's minimum or equivalent qualifications for hiring as part-time Fire Technology Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
- c) Enrollment of Students: The District will supply current student enrollment forms (electronically if applicable) to the Agency who will return properly completed enrollment forms (electronically if applicable) to the District prior to beginning instruction.
- d) Student Attendance Records. Agency will maintain records of student attendance and achievement. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.
- e) Applicable Law. Agency 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 Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

3) DISTRICT'S RESPONSIBILITIES

- a) Educational Program. The educational program provided under this agreement is the sole responsibility of the District. When a course is offered for credit, participants in the course will earn academic credit in accordance with District policy regarding eligibility, attendance, course work, examinations, and related policies and procedures. Accordingly, District retains responsibility for the Program and/or courses offered pursuant to this Agreement.
- b) Supervise and Control Instruction. The instruction claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.
- c) Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.
- d) Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

- e) District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.
- f) Courses of Instruction. It is the District's responsibility to ensure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.
- g) Different Section of Courses. District shall have procedures to ensure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty and courses that are the subject of this contract, and the students shall be held to a comparable level of rigor.
- h) Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.
- i) Approval of Degree and Certificate Programs. District is responsible to ensure that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.
- j) Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.
- k) Classes Outside District Boundaries. If classes are to be located outside the boundaries of the District, District will comply with any legal mandates related to adjoining high school or community college districts and use of non-district facilities.
- l) Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

4) FEES

- a) Agency Fee and Expenses. The fee to be paid by District for the services and materials to be supplied hereunder is: Three Dollars and Fifty Cents (\$3.50) per student contact hour, not to exceed 1,000 student contract hours or Thirty-Five Thousand Dollars (\$35,000) per fiscal year. Annual limits shall not be exceeded without the expressed written permission from either the Dean of Human Services & Technology Division or the Associate Dean of Fire Technology.

- i) Invoices. The Agency shall invoice the District at the conclusion of each course, supplying mutually acceptable documentation of student contact hours for each course.
- ii) Tuition. It is mutually agreed that Agency can choose to deduct tuition fees from the total dollar amount per student contact hour paid to Agency by District.

5) TERMS AND CONDITIONS

- a) Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)
- b) Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)
- c) Support Services for Students. Both Agency and District shall ensure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).
- d) Indemnification. The District shall defend, indemnify and hold Agency 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).

Agency 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 Agency, its officers, agents, or employees.

- e) 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.
- f) Independent Contractors. It is understood that this is an Agreement by and between independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture of association, or any other relationship whatsoever other than that of independent contractor.

Except as District may specify in writing.

- g) Assignment. This Agreement shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.
- h) 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.
- i) Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

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

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency;

City of San Clemente Marine Safety
Attn: Captain Rob Mellott
910 Calle Negocio
San Clemente, CA, 92673

- j) Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- k) Choice of Law. This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California.
- l) Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
- m) Insurance. Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and

two million dollars (\$2,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party.

- n) Equal Employment Opportunity Clause. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- o) Severability. Should any part of this Agreement be declared through a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or to carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be interpreted reasonably to give effect to the intentions of the 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.

AGENCY	RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, on behalf of the Santa Ana College Fire Technology Department
By: _____	By: _____
Name: _____	Name: <u>Adam M. O'Connor</u>
Title: _____	Title: <u>Interim Vice Chancellor Business Operations/Fiscal Services</u>
Date: _____	Date: _____

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

To:	Board of Trustees	Date: April 12, 2021
Re:	Approval of Affiliation Agreement between Grand Canyon University and Santa Ana College Health Sciences/Nursing for Field Experience Program	
Action:	Request for Approval	

BACKGROUND

This Affiliation Agreement between Grand Canyon University and Santa Ana College Health Sciences/Nursing for Field Experience Program (“Agreement”) is to be a provider of preceptorship (post-graduate education and training) for students pursuing careers in nursing education. These students are in the Masters Program (MSN) or Bachelors Program (BSN) and will be precepting with Santa Ana College Nursing Faculty in the classroom and clinical setting as part of their post-graduate or under-graduate education.

ANALYSIS

The Agreement allows for training of graduate or undergraduate nurses and is important to Santa Ana College because these students may become interested in teaching at Santa Ana College upon graduation because of a positive training experience. It covers the scope of the program’s operations, as well as other issues relating to responsibilities for both parties. It carries no costs or other financial arrangements and is in effect for five (5) years.

RECOMMENDATION

It is recommended the Board of Trustees approve the Affiliation Agreement between Grand Canyon University and Santa Ana College Health Sciences/Nursing for Field Experience Program, as presented.

Fiscal Impact:	None	Board Date: April 12, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, RN, Interim Associate Dean, Health Sciences	
Submitted by:	Marilyn Flores, Ph. D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

AFFILIATION AGREEMENT

Between

GRAND CANYON UNIVERSITY

and

SANTA ANA COLLEGE HEALTH SCIENCES/NURSING

For

FIELD EXPERIENCE PROGRAM

THIS AFFILIATION AGREEMENT ("AGREEMENT") is entered into by and between UNIVERSITY'S COLLEGE OF NURSING AND HEALTH CARE PROFESSIONS at GRAND CANYON UNIVERSITY, with its principal place of business located at 3300 West Camelback Road Phoenix, AZ 85017 (hereinafter referred to as "UNIVERSITY") and the affiliated site identified in the Key Informational Terms below (hereinafter referred to as "AFFILIATE"). The Affiliate and University agree as follows:

KEY INFORMATIONAL TERMS

A. University's Name.

Grand Canyon University

B. University's Notice Address.

3300 W. Camelback Rd.
Phoenix, AZ 85017
Attn: CONHCP-OFE

E. Affiliate Address for Notices

1530 West 17th Street
Santa Ana, CA 92706
Attn: Mary Steckler, Interim Associate Dean of
Health Sciences

C. Programs Covered by Agreement.

College of Nursing & Health Care Programs

D. Affiliate Name

Rancho Santiago Community College
District on behalf of the Santa Ana College
Health Sciences/Nursing Program

WHEREAS, AFFILIATE wishes to share its facilities with the UNIVERSITY in the preparation of , students by making its resources available to the faculty from the UNIVERSITY for the instruction of students.

WHEREAS, the UNIVERSITY and AFFILIATE share the common objective of: (1) developing and maintaining high quality services through which progressive learning experiences can be provided, and (2) increasing interaction between the academic faculty and field site staff for the best utilization of available teaching facilities and expertise.

NOW, THEREFORE, for and in consideration of the foregoing objectives and in further consideration of the covenants and promises hereinafter set forth, the parties hereto mutually agree as follows:

SECTION A

RESPONSIBILITIES OF THE UNIVERSITY

1. Administrative Personnel and Faculty. The UNIVERSITY, without cost to AFFILIATE, shall provide an administrative framework and a teaching faculty for the UNIVERSITY, adequate in number, qualifications and competence to develop and carry forward its courses. The UNIVERSITY shall be responsible for planning and implementing the field experience by the selection, counseling and evaluation of the students. All students will have online classroom supervision by UNIVERSITY faculty. Students from the UNIVERSITY will participate in the field experience program at AFFILIATE with the supervision of AFFILIATE or UNIVERSITY preceptors, mutually determined by both parties.
2. Standards of Education. The UNIVERSITY shall retain ultimate responsibility for the education program and maintenance of the standards of instruction. The program and standards provided will be of a form and type sufficient to meet the requirements for university credits and accreditation, as well as the requirements for the applicable State Board of Nursing and regulatory bodies. UNIVERSITY shall provide for continuous planning for students in cooperation with appropriate nursing staff of the AFFILIATE. The UNIVERSITY shall be responsible for notifying AFFILIATE of any loss or reduction of accreditation, licensing and credentials of the UNIVERSITY, its personnel and/or students.
3. Variance (Incident) Reports. Student errors must be documented, utilizing the Variance or Incident Report form used by the AFFILIATE, and processed according to AFFILIATE's policy/procedure.
4. Responsibility and Provision for Students. Subject to AFFILIATE's overall supervisory responsibility for client services, the tuition, welfare, control, discipline and activities of all students shall be the responsibility

of the UNIVERSITY and it will make uniform and adequate provisions therefore in accordance with UNIVERSITY policies.

5. Health Insurance. The student is responsible for providing his or her own health insurance. In the event of an emergency, AFFILIATE will provide such emergency care as is provided its employees. The student will be responsible for any charge thus generated.
6. Health or Onboarding Requirements. AFFILIATE agrees to provide UNIVERSITY with all Health or Onboarding Requirements prior to execution of the agreement. If no record is provided upon execution of the agreement, the students will be cleared on UNIVERSITY's standard Health Requirements.
7. Policies, Rules, and Regulations. UNIVERSITY shall instruct each student that he/she shall follow all administrative policies, standards and practices of AFFILIATE while participating in the field experience to the extent that AFFILIATE's rules and regulations do not contradict UNIVERSITY'S rules and regulations.
8. Performance Evaluation. The UNIVERSITY shall provide AFFILIATE with a performance evaluation tool to be completed for each student by AFFILIATE, as applicable.

SECTION B

RESPONSIBILITIES OF AFFILIATE

9. Coordination of Field Experience. AFFILIATE, without cost to the UNIVERSITY will provide a contact whose responsibility will be: (i) to coordinate the field experience of all participating programs of Nursing and Health Care Professions, (ii) make provisions for adequate orientation of the faculty and students of the UNIVERSITY of AFFILIATE's philosophies, rules, regulations, policies, programs, facilities and proper channels or communication, (iii) make provision for adequate exchange of information between the UNIVERSITY faculty and AFFILIATE STAFF, (iv) AFFILIATE shall participate in the evaluation of student performances at least once in each field experience if applicable, and (v) interpret change in AFFILIATE's policies and programs.
10. Patient interaction. AFFILIATE understands and agrees that it is responsible for developing and maintaining services to all of its patients or participants including those patients or participants involved in the AFFILIATE with students. AFFILIATE shall have the right and duty to fix, and it may alter, standards of care for patients or participants within AFFILIATE facilities and in this connection agrees to take into consideration requests and suggestions by UNIVERSITY having to do with sound teaching. And that it will provide an adequate, competent staff to be responsible for these services and that these will not be performed by the faculty and students of the UNIVERSITY. AFFILIATE shall maintain sound teaching necessary to maintain the

UNIVERSITY'S accreditation, including accreditation by the applicable State's Department of Health Services.

11. The faculty and students shall have access to the designated patient or participant care/service areas and services departments of AFFILIATE during periods of actual instruction and practice courses in the field experience areas and/or have access to the individual patient or participant records of patients or participants with whom they are working as required for instructional purposes.
12. Inspection for Accreditation. AFFILIATE shall, on reasonable request, permit the inspection of facilities, records, and other items pertaining to the field experience by the UNIVERSITY or its accrediting agencies.
13. Facilities Provided by AFFILIATE. Upon request of UNIVERSITY, AFFILIATE agrees to make available to the UNIVERSITY certain facilities of AFFILIATE for use by the UNIVERSITY faculty without charge and if they are available. Students and faculty are responsible for price of meal in dining facility. The UNIVERSITY understands and agrees that the library student rules must be maintained, if applicable.

SECTION C

INSURANCE AND LIABILITY

14. Insurance. Upon request, the UNIVERSITY will provide to AFFILIATE certificates of coverage showing that the UNIVERSITY is maintaining in effect during the entire term of this Agreement, at its sole cost and expense, the following insurance types and amounts:
 - (a) Commercial general liability insurance on a standard comprehensive occurrence form with a minimum combined single limit of not less than \$1 million and \$3 million yearly aggregate.
 - (b) Professional liability insurance (errors and omissions) on a claims-made basis with a limit of not less than \$2 million per claim or wrongful act and \$4 million yearly aggregate.
 - (c) The UNIVERSITY shall provide notification to AFFILIATE prior to cancellation, termination, non-renewal, or material alteration of any policy.
 - (d) Failure by the UNIVERSITY to maintain the required insurance during any period of this Agreement shall give AFFILIATE the right to terminate this Agreement and AFFILIATE shall be entitled to recover from the UNIVERSITY all damages caused by the failure to obtain and maintain insurance as required under this Agreement.

15. Workers Compensation. The UNIVERSITY agrees that students and faculty are not employees of AFFILIATE for any purpose including workers' compensation or any other benefits under the scope of this agreement. AFFILIATE shall not be liable for any UNIVERSITY salaries or compensation whatsoever, and no UNIVERSITY personnel shall have any right or claim to any benefit or privilege as an employee or agent of AFFILIATE.
16. Indemnification. To the extent permitted by applicable law, each party does hereby covenant and agree to indemnify and hold harmless the other party, its appointed boards and commissions, officials, officers, employees, and subagents, individually and collectively, from all fines, claims, demands, suits or actions of any kind and nature by reason of its acts or omissions occurring in the performance of this Agreement. Nothing in this Agreement or in its performance shall be construed to result in any person being the officer, agent, employee or servant of either party when such person, absent of this Agreement and the performance thereof, would not in law have had such status. Nothing in the execution of this Agreement or in its performance shall be construed to establish a joint venture by the parties hereto.
17. Good Faith - Attorneys' Fees and Costs. The parties desire that each raise only good faith disputes for arbitration and litigation. To discourage the bringing of such proceedings without a good faith reason, this provision is enacted. If either party fails to comply with any of the provisions of the Agreement and the other party takes action to enforce such provisions or to enforce any payment stipulated to in the Agreement the losing party will pay to the prevailing party reasonable costs and expenses, including attorneys' fees and the value of time lost by the prevailing party or any of its employees in preparation for or participating in any arbitration or litigation in connection therewith as determined by the court or arbitrator.

SECTION D

RESPONSIBILITIES OF UNIVERSITY AND AFFILIATE

18. Request for Withdrawal of Unsatisfactory Students. Upon mutual agreement, AFFILIATE reserves the right, upon consultation with the UNIVERSITY, to require the dismissal or removal from the field experience any student (i) whose personal characteristics prevent desirable relationships with AFFILIATE, (ii) whose health status is a detriment to the student's successful completion of the field experience or to the welfare of patient or participants or (iii) whose performance, after appropriate instruction and counseling, continues to fall below the level required to maintain practice standards.
19. Maintenance of Patient or Participant Services. To the extent applicable to this Agreement, UNIVERSITY agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and

future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the “Federal Security Regulations”) and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as “HIPAA Requirements”. UNIVERSITY further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. UNIVERSITY will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

20. FERPA. The Parties agree to protect the participants’ educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants’ educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.
21. Independent Contractor. The parties hereto mutually agree that the relationship to exist between the UNIVERSITY and AFFILIATE is not a joint venture but is an independent contractor relationship and that neither shall be the agent of the other.
22. Non-Discrimination. Both parties, in connection with any service or other activity under this Agreement, agree not to unlawfully discriminate against any person on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age, disability, political affiliations or belief. The UNIVERSITY and AFFILIATE will comply with Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act (ADA) of 1991, Title IX of the Education Amendments Act of 1972 and Section 504 of the Rehabilitation Act of 1973. The UNIVERSITY and AFFILIATE will also comply with Executive Orders 11246 and 13672, and will not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ethnicity, age or disability.
23. Applicable Law. This Agreement shall be governed and controlled by the substantive laws of the State of Arizona. Any and all disputes arising under this Agreement (including issues regarding the interpretation of any provision of this Agreement and determinations of whether any issue arising from or related to this Agreement is subject to arbitration) shall be resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. Arbitration proceedings shall occur before a single arbitrator and take place in Phoenix, Arizona. The outcome of such arbitration proceedings shall be binding on the parties. If a party wishes to seek interim relief, whether affirmative or prohibitive, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the dispute, including, without limitation, provisional remedies, special action relief or stay proceedings in connection with special action relief, either before commencing or at any point in the arbitration proceedings concerning such dispute, such party may initiate the appropriate litigation to obtain such relief, which may be subject to and controlled

by the ultimate decision in the arbitration proceedings. The prevailing party in any court or arbitration proceeding shall be entitled to recovery of reasonable attorney's fees and costs.

SECTION E

TERM AND TERMINATION

24. Period of Agreement. This Agreement shall be effective when signed by all parties and shall remain in effect for five years. Either party may terminate this Agreement with sixty (60) days written notice. In the event this Agreement is terminated, any student enrolled in any of the Programs at the time of termination will be permitted to continue his or her training and complete the Programs under the terms specified in this Agreement. This Agreement contains the entire understanding of the parties and replaces all other agreements or understandings, written or verbal, which may be in effect between the parties relating to the subject matter herein.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to become effective on the date when executed by both parties.

SANTA ANA COLLEGE
HEALTH SCIENCES/NURSING

COLLEGE OF NURSING AND
HEALTH CARE PROFESSIONS
GRAND CANYON UNIVERSITY

Signature: _____

Print Name: Adam M. O'Connor

Title: Interim Vice Chancellor,
Business Operations/Fiscal Services

Date: _____

Signature: _____

Print Name: Dr. Lisa Smith

Title: Dean & Professor, CONHCP

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Public Affairs

To:	Board of Trustees	Date: April 12, 2021
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with AAA Flag & Banner Mfg. Co. Inc.	
Action:	Request for Approval	

BACKGROUND

This is a new Rancho Santiago Community College District Professional Services Agreement with AAA Flag & Banner Mfg. Co. Inc. (“Agreement”). AAA Flag & Banner Mfg. Co. Inc. will be providing the 2021 light pole banners that will be displayed throughout the City of Santa Ana. The banners will provide relevant content and diversity images of students who reflect the populations that Santa Ana College serves. The banners will serve as brand awareness and promotion of Santa Ana College throughout the City of Santa Ana and the surrounding locations.

ANALYSIS

This Agreement shall be effective as of the date signed by both parties until January 13, 2022 or until termination by written notice of either party. This Agreement will utilize funds identified for marketing purposes by Santa Ana College in the amount of \$19,759.51. The Agreement will provide marketing, promotion and branding of Santa Ana College for the Summer 2021, Fall 2021, GR8 Weeks (Fall 2021), Intersession 2022 and Spring 2022 terms.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with AAA Flag & Banner Mfg. Co. Inc., located in Los Angeles, California, as presented.

Fiscal Impact:	\$19,759.51	Board Date: April 12, 2021
Prepared by:	Teresa Mercado-Cota, Assistant Dean, Public Affairs	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College and AAA Flag & Banner Mfg. Co. Inc., having its principal business address located at 8955 National Blvd., Los Angeles, CA 90034 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 Tuesday, April 13, 2021, whichever is later, and shall continue in full force and effect thereafter until and including Thursday, January 13, 2022 (“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 Nineteen Thousand Seven Hundred Fifty-Nine Dollars and Fifty-One Cents (\$19,759.51) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

District: Rancho Santiago Community College District
Attn: Adam M. O'Connor
Interim Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, CA 92706

With a copy to: (District Department Responsible for Contract)
Teresa Mercado-Cota
Santa Ana College, Public Affairs
1530 West 17th Street
Santa Ana, CA 92706

Contractor: AAA Flag & Banner Mfg. Co. Inc.
8955 National Blvd. Los
Angeles, CA 90034

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes;

(c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

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

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Shara Entin

Print Title: Senior Account Executive

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

A Scope of Work should include at least all of the following:

- **Project scope:** Describe the work being provided, including any work plan. Define required deliverables, if any, and their due dates. Set unambiguous schedule, milestones, performance standards and acceptance criteria, and due dates. Identify any project issues you have encountered or anticipate that may impact the work, such as intellectual property issues, deliverables, or PHI (Protected Health Information).
- **Physical location:** Describe or provide an address where the work will be performed. (Will they be doing the work on-site or remotely)
- **Supplies and equipment:** If supplies and equipment will be used, list them, including delineating those furnished by the District and to be furnished by the vendor or other sources.
- **Payment rate:** State the dollar amount computed by job, milestone, month, day or hour. Any upfront payments should be avoided. It is also recommended that payments be tied to completion of milestones and/or delivery of deliverables when possible.

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

AAA Flag & Banner Mfg. Co. Inc. will be providing the 2021 light pole banners that will be displayed throughout the City of Santa Ana. The banners will provide relevant content and diversity images of students who reflect the populations that Santa Ana College serves. The banners will serve as brand awareness and promotion of Santa Ana College through the City of Santa Ana and the surrounding locations.

There will be additional locations that will display a total of 24 banners/2 banners per pole. AAA Flag & Banner Mfg. Co. Inc. will also provide the removal of 48 BANNERS /24 POLES (2 banners per pole).

The locations included are 17th Street from Bristol to Pen Way to the 5 freeway.
The banners are \$43.50 (2 banner per pole) for a total of \$1,044.00.

As part of the agreement, AAA Flag & Banner Mfg. Co. Inc. will charge a flag and banner permit processing fee of \$200.00 and encroachment permit installation fee for additional locations for a fee of \$570.91.

AAA Flag & Banner Mfg. Co. Inc. will also be installing a tow behind arrow board, which is a City requirement for a fee of \$250.00.



Corporate Office
 8955 National Blvd
 Los Angeles, CA 90034
 310-836-3200

TRANSACTION # **QTE279638**
 DATE **2/25/2021**
 EXPIRES **5/26/2021**
 SALES TEAM **233 SHARA ENTIN**



CUSTOMER C203590
Santa Ana College

PROJECT
2021 LIGHT POLE BANNER DISPLAY - add on locations

PRIMARY CONTACT
 TERESA MERCADO-COTA
 714-564-6105
 MERCADO_COTA_TERESA@sac.edu

BILL TO
 Teresa Mercado-Cota
 Santa Ana College
 1530 West 17th Street
 Administration Building-S-201
 Santa Ana CA 92706

DUE DATE

SHIPPING METHOD
 Installation - AAA Factory

SHIP TO
 AAA INSTALLATION - SANTA ANA COLLEGE PER APPROVED CITY OF
 SANTA ANA LOCATIONS
 Santa Ana CA 92706

PAYMENT TERMS
 Net 30

QTY			EACH	TOTAL
48	Description	2021 LIGHT POLE BANNER DISPLAY: (48) 36"w x 72"h DF:D, 1 PLY BLOCKOUT VINYL POLE BANNERS FOR 24 POLES (2 banners per pole) (Graphic)	\$67.50	\$3,240.00 *
	Item	Pole Banner Graphic		
	Size	36" W x 72" H		
	Material	Vinyl - Block Out - White - 16oz		
	Color Match	Print As Is		
	Finishings	Pole Pocket - Placement: Bottom, Top - Size: 3" Trim - Type: Trim		
24	Description	2021 LIGHT POLE BANNER DISPLAY: (48) 36"w x 72"h DF:D, 1 PLY BLOCKOUT VINYL POLE BANNERS FOR 24 POLES (2 banners per pole) (Hardware)	\$495.00	\$11,880.00 *
	Item	Double Pole Banner Display Hardware		
	Detail	SPRING LOADED DOUBLE POLE BANNER HARDWARE (PURCHASE)		
24	Description	2021 LIGHT POLE BANNER DISPLAY - additional locations: 48 BANNERS / 24 POLES (2 banners per pole) - INSTALLATION	\$49.00	\$1,176.00
	Item	Pole Banner Installation		
	Detail	24 PCS - **CUSTOMER PURCHASED D/D SPRING LOADED HARDWARE 2021 LIGHT POLE BANNER DISPLAY - ADD ON LOCATIONS: 48 BANNERS / 24 POLES (2 banners per pole) - INSTALLATION SEE ATTACHED PLACEMENT SEQUENCE: FINAL DESIRED LOCATIONS FROM: <ul style="list-style-type: none"> • 17th St. from Bristol to Pen Way = 57 available poles **customer to utilize 24 poles only with a targeted section from Bristol to the 5 fwy		



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 Los Angeles, CA 90034
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TRANSACTION **QTE279638**
 DATE **2/25/2021**

QTY			EACH	TOTAL
24	Description	2021 LIGHT POLE BANNER DISPLAY - additional locations: 48 BANNERS / 24 POLES (2 banners per pole) - REMOVAL	\$43.50	\$1,044.00
	Item	Pole Banner Removal		
	Detail	24 PCS - **CUSTOMER PURCHASED D/D SPRING LOADED HARDWARE 2021 LIGHT POLE BANNER DISPLAY - ADD ON LOCATIONS: 48 BANNERS / 24 POLES (2 banners per pole) - REMOVAL SEE ATTACHED PLACEMENT SEQUENCE: FINAL LOCATIONS: • 17th St. from Bristol to Pen Way = 57 available poles **customer to utilize 24 poles only with a targeted section from Bristol to the 5 fwy		
1	Description	AAA FLAG & BANNER PERMIT PROCESSING FEE	\$200.00	\$200.00
	Item	Permit fees		
	Detail	additional locations to be submitted on permit extension previously billed on so#354584		
1	Description	CITY OF SANTA ANA PERMIT FEE - ADDITIONAL LOCATIONS	\$0.00	\$0.00
	Item	Permit fees		
	Detail	additional locations to be submitted on permit extension previously billed on so#354584		
1	Description	ENCROACHMET PERMIT FOR INSTALLATION - additional locations	\$570.91	\$570.91
	Item	Permit fees		
	Detail	ENCROACHMET PERMIT FOR INSTALLATION - additional locations		
1	Description	TOW BEHIND ARROW BOARD (installation)	\$250.00	\$250.00
	Item	Installation Equipment		
	Detail	TOW BEHIND ARROW BOARD (installation) **CITY REQUIREMENT**		

IMPORTANT CLIENT REQUIREMENTS

- 1) APPROVE QUOTE ASAP
 - 2) SUBMIT ARTWORK IMMEDIATELY
 - 3) SUBMIT PAYMENT PER TERMS
 - 4) APPROVE PRINT PROOF ASAP
- PRODUCTION DOES NOT BEGIN UNTIL ALL THE ABOVE ITEMS HAVE BEEN COMPLETED
 - DELAYS CAN CAUSE ADDITIONAL RUSH FEES

SUBTOTAL \$18,360.91
EST. SHIPPING TBD
TAX (9.25%)* \$1,398.60
TOTAL \$19,759.51

Additional Notes and Disclaimers

Prices are ESTIMATES ONLY and subject to verification of details upon receipt of job.



Corporate Office
 8955 National Blvd
 Los Angeles, CA 90034
 310-836-3200

TRANSACTION **QTE279638**
 DATE **2/25/2021**

QUOTE AGREEMENT

I acknowledge that all items in the Quote are correct and that I have read this Quote Agreement and the Terms and Conditions affixed hereto. I am authorized by the Customer to agree, and by my signature the Customer agrees, to the Quote Agreement and to those Terms and Conditions, and to authorize AAA Flag & Banner Mfg. Co., Inc. ("AAA Flag") to perform the work after AAA Flag receives the Customer's Approval of Artwork Proof. This Quote and accompanying Terms and Conditions, and any Change Orders, may be agreed to by use of original signatures, e-mail (pdf) signatures, or signatures sent via fax machine, or may be agreed to by text message or e-mail confirmation, or by telephone or verbal confirmation, and the Customer shall not later dispute or contest the authority of the Customer's signatory or of the Customer's agent (who enters into any of the aforementioned agreements by e-mail, fax machine, text message, telephone or verbal confirmation).

With regard to custom orders (not items in stock), the Customer acknowledges that to provide color accuracy, correct content and timely delivery, AAA Flag requires color callouts, a proof and timely approval of the Customer's artwork. AAA Flag cannot start production until after it receives the Customer's Approval of Artwork Proof. Normal production time is 3 to 5 business days after AAA Flag's receipt of the Customer's Approval of Artwork Proof. RUSH production will be subject to additional charges. RUSH production occurs when the Customer requests faster-than-normal production time, when the Customer delays in providing timely Approval of Artwork Proof resulting in faster-than-normal production time, or when situations or forces beyond AAA Flag's control require or cause faster-than-normal production time. Any delay in the timeliness of any Customer approvals or delivery of artwork or other requirements of the order will result in an equivalent delay in delivery of the order or, at AAA Flag's sole discretion, cancellation of the order due to insufficient time to produce or deliver the order.

If it becomes necessary for AAA Flag to employ an attorney or a collector to collect any outstanding balance due from Customer, including any accrued interest or finance charge, arising from or related to any goods or services provided by AAA Flag, the attorney's, collector's fees and costs for such services incurred by AAA Flag in the successful prosecution of such action shall be the responsibility of Customer, and AAA Flag shall be entitled to an award of all such fees and costs it incurred in prosecuting such action.

Date

Signature

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



TERMS AND CONDITIONS

1. **Acknowledgement and Agreement.** The Terms and Conditions set forth herein apply to any sale of goods or services by AAA Flag & Banner Mfg. Co., Inc. ("AAA Flag") to Customer. By signing the Quote, Customer acknowledges that it has read, understands and agrees to these Terms and Conditions. In addition, by agreeing to place an order with AAA Flag, and by accepting the goods and services ordered from and supplied by AAA Flag, Customer shall be deemed to have full knowledge of the Terms and Conditions set forth herein, shall be deemed to have accepted all such Terms and Conditions without objection, and such Terms and Conditions shall be binding in all respects on Customer.
2. **Inconsistency and Modification.** In the event of any conflict or inconsistency between the Terms and Conditions set forth herein and any term or condition set forth in any Order or in any offer or other form issued by Customer, whether or not such offer or other form is accepted by AAA Flag, the Terms and Conditions set forth herein shall prevail. No waiver, alteration, or modification of the Terms and Conditions set forth herein shall be valid or binding on AAA Flag unless made in writing and signed by a duly authorized representative of AAA Flag.
3. **Variations.** Customer acknowledges that, due to differences in equipment, materials, inks and other conditions between color proofing and actual production operations, a reasonable variation in color, clarity, brightness, and tone may exist between the proofs provided to Customer and the completed, manufactured goods supplied by AAA Flag. Customer further acknowledges and agrees a variation in appearance from the Order submitted by Customer and from any sample provided by AAA Flag is expected and reasonable, is acceptable to Customer, and shall not be deemed to be non-conforming or defective.
4. **Site Survey and Indemnity.**

Site Survey: In order for AAA Flag to accomplish its work, AAA Flag might require a survey of the site prior to installation or delivery of the goods. The sole purpose of the survey will be for AAA Flag to assess the logistics of installation or delivery, not to assess any risks or hazards of injury or damage. Prior to the date of installation or delivery of the goods, the Customer shall advise AAA Flag in writing or e-mail of any risks or hazards, patent or latent, associated with the site, including but not limited to any structures or conditions on, below, or adjacent to the site ("Site Conditions"), and relating to the installation or delivery of the goods. At no time shall AAA Flag be responsible for the Site Conditions, for remediation of Site Conditions, or for notifying the Customer or third-parties of any Site Conditions.

Indemnity: To the extent permitted by law, Customer shall indemnify, defend, and hold harmless AAA Flag, its officers, agents, employees and servants from all allegations, proceedings, claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from or relating to any Site Conditions, and relating to the installation or delivery of the goods.
5. **Permits and Authorizations.** Where and as applicable, Customer shall ultimately be responsible for obtaining all necessary permits and authorizations required for the delivery and/or installation of any goods provided by AAA Flag to Customer, and for maintaining such permits and authorizations in full force and effect. AAA Flag's performance shall be excused as a result of, and AAA Flag shall have no responsibility for, any delays arising or resulting from the failure to obtain or maintain such permits or authorizations.
6. **Delivery of Goods.** The goods will be delivered, Ex-Works, to the agreed upon AAA Flag's facility (Los Angeles, CA; San Francisco, CA; Miami, FL), and if the Customer desires that the goods be shipped to any other location, the Customer shall bear all cost and risks in shipment of the goods. AAA Flag shall not be responsible for shipping/ freight costs or for loss of or damage to goods, whether or not Customer chooses to insure the goods. Customer shall have the responsibility for pursuing any such claim against any carrier and if Customer has chosen to insure the goods, then Customer shall have responsibility for pursuing any claim under said insurance.
7. **Rental Hardware.** AAA Flag's rental hardware remains the property of AAA Flag. In the event of damage to or loss of rental hardware, AAA Flag reserves the right to charge for any repairs to, or replacement of, that rental hardware. Also, city light pole banner hardware is considered rental hardware and at the end of the term the pole banner hardware returns to AAA Flag. AAA Flag reserves the right to charge additional rental fees for pole banner hardware rentals exceeding 90 days.
8. **Cost Reimbursement. If AAA Flag's work, including site survey, site access, installation, or delivery of the goods, is delayed, restricted, obstructed or prevented for any reason, other than by AAA Flag's sole negligence and regardless of whether installation or delivery is by AAA Flag or third-party, then the Customer shall be responsible to pay or reimburse AAA Flag for all related expenses, including rental equipment, labor, materials, etc., within thirty (30) days of presentation of proof of those costs.**



9. Inspection and Non-Conforming Goods. Customer shall promptly inspect all goods and services provided by AAA Flag and shall notify AAA Flag, in writing within two (2) days after delivery of any nonconformance, including a detailed explanation of the nonconformance, and, if applicable, a statement of intent to reject the nonconforming goods or services. AAA Flag shall have the right and opportunity to inspect, remedy, correct, or replace any nonconforming goods or services prior to any cancellation by Customer.
10. Payment Terms and Conditions. Unless otherwise set forth in writing, prepared and/or signed by AAA Flag; Clients who do not have approved terms shall be required to provide full payment at the time of order approval. Clients who have been approved for credit terms, are required to provide a 50% deposit with the balance due as per the net terms approved for that client. Additionally, any invoice past due from approved terms will be charged a late payment charge of one percent (1%) per month, which is an annual rate of twelve percent (12%). The late payment charge will be calculated on the balance shown on our statement as being past due and payable.
11. Actions or Proceedings to Enforce. If it becomes necessary for AAA Flag to employ an attorney or a collector to collect any outstanding balance due from Customer, including any accrued interest or finance charge, or to defend against any action brought by or on behalf of Customer against AAA Flag arising from or related to any goods or services provided by AAA Flag, the attorney's fees and costs for such services incurred by AAA Flag in the successful prosecution or defense of such action shall be the responsibility of customer, and AAA Flag shall be entitled to an award of all such attorney's fees and costs it incurred in prosecuting or defending such action.
12. **DISCLAIMER OF WARRANTIES. ALL GOODS AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, CAPACITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY EXPRESS WARRANTIES BY REPRESENTATION, DESCRIPTION, OR OTHER AFFIRMATION OF FACT, SAMPLE, OR ILLUSTRATION, WHETHER ORAL, WRITTEN, OR CONTAINED IN ANY LETTER, BROCHURE, WEBSITE, IMAGE OR OTHER MEDIUM. AAA FLAG DOES NOT WARRANT THE PERFORMANCE OR RESULTS OF USING ITS GOODS OR SERVICES.**
13. **LIMITATION OF LIABILITY. IN NO EVENT SHALL AAA FLAG BE LIABLE FOR, AND THE CUSTOMER WAIVES SUCH LIABILITY FOR, ANY LOST PROFITS, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, AND COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THE MANUFACTURE OR SUPPLY OF ANY GOODS OR SERVICES, INCLUDING INSTALLATION OR DELIVERY, VANDALISM OR THEFT, ACTS OF GOD, OR FORCES OF NATURE, EVEN IF AAA FLAG HAS ACTUAL OR IMPUTED KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR OF THE POSSIBILITY OF DIRECT OR INDIRECT CONSEQUENCES, AND NOTWITHSTANDING ANY FAILURE OF PURPOSE OF ANY LIMITED REMEDY. THE AGGREGATE LIABILITY OF AAA FLAG FOR CLAIMS ARISING HEREUNDER OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER HEREUNDER. HOWEVER, THIS LIMITATION DOES NOT LIMIT OR EXCLUDE ANY LIABILITY TO THE EXTENT NOT PERMITTED BY APPLICABLE LAW. ANY ACTION ARISING OUT OF THE PURCHASE BY CUSTOMER OF GOODS OR SERVICES FROM AAA FLAG MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**
14. **EXCLUSIVE REMEDIES. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AAA FLAG ARISING, DIRECTLY OR INDIRECTLY, OUT OF ANY GOODS OR SERVICES PROVIDED BY AAA FLAG IS THE REPLACEMENT OF ANY NONCONFORMING GOOD(S) OR SERVICES, OR AT AAA FLAG'S ELECTION, A REFUND OF THE PORTION OF THE PURCHASE PRICE ALLOCABLE TO THE NONCONFORMING GOOD(S) OR SERVICES. NOTHING HEREIN SHALL LIMIT EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON.**
15. Severability. If any provision of these Terms and Conditions is determined to be illegal or unenforceable, it shall be disregarded and shall not affect the enforceability of any other provision of these Terms and Conditions. Waiver by AAA Flag of a breach of any provision hereof shall not be deemed a waiver of future compliance therewith.
16. Governing Law and Venue. The Terms and Conditions shall be governed and construed in accordance with the laws of the State of California without regard to its choice of law principles. All rights and obligations of the parties hereto shall be governed by the laws of the State of California and deemed to have occurred in Los Angeles, California. The sole jurisdiction and venue for the enforcement, interpretation or construction of any portion of a transaction between AAA Flag and Customer, including but not limited to these Terms and Conditions, shall lie in the federal and state courts located in Los Angeles County, California.
17. Independent Contractor Relationship. Customer agrees that the business conducted by AAA Flag with respect to Customer is that of an independent contractor and that such is the sole relationship between the parties. Customer is not the representative or agent of AAA Flag, and has no authority, right or ability to bind or commit AAA Flag in any way, and will not attempt to do so or imply that it may do so.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Public Affairs

To: Board of Trustees	Date: April 12, 2021
Re: Approval of Rancho Santiago Community College District Professional Services Agreement with KW Media	
Action: Request for Approval	

BACKGROUND

This is a Rancho Santiago Community College District Professional Services Agreement with KW Media (“Agreement”). KW Media will develop and implement ad placement strategy for Facebook/Instagram and a Google banner ad network to reach potential students. KW Media will monitor and optimize the campaigns regularly, which includes campaign strategy, implementation, coordinating ad specs, confirming media runs as agreed, optimizing performance and includes ongoing communication with media reps and client team. The monthly tracking reports will show impressions served, quantity of clicks generated, budget spends.

ANALYSIS

This Agreement shall be effective as of the date signed by both parties until June 30, 2021 or until termination by written notice of either party. This Agreement will utilize funds identified for marketing purposes by Santa Ana College in the amount of \$20,000. The Agreement will provide media buys and maintenance for Facebook/Instagram and Google with ongoing campaign strategy, performance, tracking reports, analysis and optimizations. Marketing and promotions will focus on Santa Ana College for the Summer 2021 and Fall 2021 terms.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with KW Media, located in Seattle, Washington, as presented.

Fiscal Impact: \$20,000	Board Date: April 12, 2021
Prepared by: Teresa Mercado-Cota, Assistant Dean, Public Affairs	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College and KW Media, having its principal business address located at 4142 SW Southern St., Seattle, WA 98136 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 Tuesday, April 13, 2021, whichever is later, and shall continue in full force and effect thereafter until and including Wednesday, 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 Twenty Thousand Dollars (\$20,000.00) ("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: Adam M. O'Connor
Interim Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, CA 92706

With a copy to: (District Department Responsible for Contract)
Teresa Mercado-Cota
Santa Ana College, Public Affairs
1530 West 17th Street
Santa Ana, CA, 92706

Contractor: KW Media
4142 SW Southern St
Seattle, WA, 98136

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

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

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

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

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

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

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

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

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

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

Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records,

making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

- 33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
- 34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

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

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Katrina Williams, KW Media

Print Title: Account Executive

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

A Scope of Work should include at least all of the following:

- **Project scope:** Describe the work being provided, including any work plan. Define required deliverables, if any, and their due dates. Set unambiguous schedule, milestones, performance standards and acceptance criteria, and due dates. Identify any project issues you have encountered or anticipate that may impact the work, such as intellectual property issues, deliverables, or PHI (Protected Health Information).
- **Physical location:** Describe or provide an address where the work will be performed. (Will they be doing the work on-site or remotely)
- **Supplies and equipment:** If supplies and equipment will be used, list them, including delineating those furnished by the District and to be furnished by the vendor or other sources.
- **Payment rate:** State the dollar amount computed by job, milestone, month, day or hour. Any upfront payments should be avoided. It is also recommended that payments be tied to completion of milestones and/or delivery of deliverables when possible.

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

Media Buying & Maintenance

SCOPE: KW Media will develop and implement ad placement strategy for Facebook/Instagram and a Google banner ad network to reach potential students. KW Media will monitor & optimize the campaigns regularly. Time includes campaign strategy, implementation, coordinating ad specs, confirming media runs as agreed, optimizing performance, and includes ongoing communication with media reps and client team. The monthly tracking reports will show:

- Impressions served
- Quantity of clicks generated
- Budget spends
- And include KPIs like: Cost Per Click (CPC), Click Through Rate (CTR), Cost Per Thousand (CPM)
- Analysis and recommended optimizations



CLIENT: SANTA ANA COLLEGE
CAMPAIGN: ADVERTISING – SOCIAL + BANNERS
TIMING: APRIL 2021 – JUNE 2021
TACTIC: FACEBOOK/INSTAGRAM & GOOGLE BANNER NETWORK
MARCH 23, 2021

Media Buying & Maintenance

SCOPE: KW will develop and implement ad placement strategy for Facebook/Instagram and a Google banner ad network to reach potential students. KW will monitor & optimize the campaigns regularly. Time includes campaign strategy, implementation, coordinating ad specs, confirming media runs as agreed, optimizing performance, and includes ongoing communication with media reps and client team. The monthly tracking reports will show:

- Impressions served
- Quantity of clicks generated
- Budget spends
- And include KPIs like: Cost Per Click (CPC), Click Through Rate (CTR), Cost Per Thousand (CPM)
- Analysis and recommended optimizations

Total Time Estimate: \$4,400

Google & Facebook/Instagram Media Hard Costs:.....\$15,600

Approximately \$5,200 per month

TOTAL ESTIMATE (Time + Media Costs):\$20,000

This estimate, when signed below, authorizes KW Media to perform the services described. If the scope of the planning parameters changes during the project, KW will notify the Santa Ana College of the changes and price adjustments that may be needed. Upon approval of the changes, she will be authorized to continue the project.

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

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Public Affairs

To: Board of Trustees	Date: April 12, 2021
Re: Approval of Rancho Santiago Community College District Professional Services Agreement with OUTFRONT MEDIA Inc.	
Action: Request for Approval	

BACKGROUND

This is a Rancho Santiago Community College District Professional Services Agreement with OUTFRONT MEDIA Inc. (“Agreement”). OUTFRONT MEDIA Inc. will provide 19 units of Los Angeles Orange County Transit Authority (LA OCTA) King Bus Headliners and 6 Units of King Bus ads with Mobile ads that will link to the Santa Ana College website for tracking analytics of the SAC bus campaign. It will provide information to the public regarding our degree offerings and student services for degree completion to increase enrollment.

ANALYSIS

This Agreement shall be effective as of the date signed by both parties until August 1, 2021 or until termination by written notice of either party. This Agreement will utilize funds identified for marketing purposes by Santa Ana College in the amount of \$28,443. The bus ads will provide ongoing brand awareness for Santa Ana College throughout the City of Santa Ana and the surrounding areas.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with OUTFRONT MEDIA Inc., located in Los Angeles, California, as presented.

Fiscal Impact: \$28,443	Board Date: April 12, 2021
Prepared by: Teresa Mercado-Cota, Assistant Dean, Public Affairs	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College and OUTFRONT MEDIA Inc. having its principal business address located at 1731 Workman St., Los Angeles, CA 90031 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 Monday, April 19, 2021, whichever is later, and shall continue in full force and effect thereafter until and including Sunday, August 1, 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 Twenty-Eight Thousand Four Hundred Forty-Three Dollars (\$28,443.00) ("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: Adam M. O'Connor
Interim Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, CA 92706

With a copy to: (District Department Responsible for Contract)
Teresa Mercado-Cota
Santa Ana College, Public Affairs
1530 West 17th Street
Santa Ana, CA 92706

Contractor: OUTFRONT MEDIA Inc.
1731 Workman St.
Los Angeles, CA 90031

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal,

State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

- 33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
- 34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

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

BY: _____

Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

CONTRACTOR

BY: _____

Signature of Authorized Person

Print Name: Bryan Canley, OUTFRONT MEDIA Inc.

Print Title: General Manager- Los Angeles

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

A Scope of Work should include at least all of the following:

- **Project scope:** Describe the work being provided, including any work plan. Define required deliverables, if any, and their due dates. Set unambiguous schedule, milestones, performance standards and acceptance criteria, and due dates. Identify any project issues you have encountered or anticipate that may impact the work, such as intellectual property issues, deliverables, or PHI (Protected Health Information).
- **Physical location:** Describe or provide an address where the work will be performed. (Will they be doing the work on-site or remotely)
- **Supplies and equipment:** If supplies and equipment will be used, list them, including delineating those furnished by the District and to be furnished by the vendor or other sources.
- **Payment rate:** State the dollar amount computed by job, milestone, month, day or hour. Any upfront payments should be avoided. It is also recommended that payments be tied to completion of milestones and/or delivery of deliverables when possible.

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

OUTFRONT MEDIA Inc. will provide 19 units of LA OCTA King Bus Headliners, 6 Units of King Bus ads with Mobile ads that will link to the Santa Ana College website for tracking analytics of the SAC bus campaign. The total for all bus advertisements are as follows: 19 King Bus Headliners and King Buses total \$10,953.00 and Mobile ads total \$5,000. The bus ads will provide ongoing brand awareness for Santa Ana College throughout the City of Santa Ana and the surrounding areas. It will provide information to the public regarding our degree offerings and student services for degree completion to increase enrollment.

Advertiser: Santa Ana College
 TIMING: April- August (16 weeks)
 Prepared By: Le, Tiffany



** All Bonus Based on Space Available

4/19/21 start for 6 weeks

Market	Media	Num of Units	# of periods	# of weeks	4-wk IMP A18+ per unit	IMP A18+ 4-weeks	Total campaign IMP A18+	Location Description	Copy Size	4-wk net rate card	4-wk net discounted rate	Total media net cost	Printing net cost	Total campaign cost
Orange County	King-Size & Headliners	19	1.5	6	169,585	3,222,115	4,833,173	OCTA	30"H X 144"W and 14"H x 280"W	\$19,000.00	\$10,963.00	\$16,445	\$4,498	\$20,943
Orange County	King-Size & Headliners- bonus	6	1.5	6	169,585	1,017,510	1,526,265	OCTA	30"H X 144"W and 14"H x 280"W	\$6,000.00	\$0.00	\$0		
Orange County	MOBILE	1	1.5	6	312,500 PROX 250,000 AUD	562,500	843,750	OCTA	Banner	\$5,000.00	\$5,000.00	\$7,500	\$0	\$7,500
TOTAL campaign net cost:														\$28,443

3.5 (12)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Academic Affairs**

To:	Board of Trustees	Date: April 12, 2021
Re:	Approval of Proposed Revisions for the 2020 – 2021 Santa Ana College Catalog Addendum	
Action:	Request for Approval	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2021. It includes new courses, program revisions and other curricula changes that are reflected in the catalog.

ANALYSIS

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

RECOMMENDATION

It is recommended the Board of Trustees approve the Proposed Revisions for the 2020 – 2021 Santa Ana College Catalog Addendum, as presented.

Fiscal Impact:	None	Board Date: April 12, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Brian Sos, Ph.D., Chair, Curriculum and Instruction Council	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: April 12, 2021

TO: Marilyn Flores, Ph.D., Interim President, Santa Ana College

FROM: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs
Brian Sos, Ph.D., Chair, Curriculum and Instruction Council

RE: **PROPOSED REVISIONS FOR THE 2020-2021 CATALOG ADDENDUM**

The following changes to the 2020-2021 college catalog addendum are proposed by the Curriculum and Instruction Council (CIC) of Santa Ana College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santa Ana College's CIC is chaired by Dr. Brian Sos, designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 15 faculty representatives (including the Chair of the Committee), an Articulation Officer, an Academic Dean, two Curriculum Specialists and a student representative.

The changes initiated at Santa Ana College for the 2020-2021 catalog addendum are:

NEW PROGRAMS, DEGREES AND CERTIFICATES (See Attachment #1)

One (1) new credit program was approved. One (1) control number will be requested from the California Community Colleges Chancellor's Office for the upcoming academic year in accordance with California Code of Regulations §55130.

NEW COURSES (See Attachment #2)

Two (2) new courses were approved due to new and/or expanded programs or major changes in the discipline.

DISTANCE EDUCATION OFFERINGS (See Attachment #3)

Two (2) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with portions of the instruction which the instructor and student are separated by distance and maintain regular effective contact through the assistance of communication technology in lieu of face-to-face interaction.

NEW PROGRAMS, DEGREES AND CERTIFICATES

Credit

Basic Law Enforcement Academy Certificate of Achievement

Non-Credit

None

NEW COURSES

Credit

Criminal Justice Academies 050A, Building a Public Safety Drone Program
Criminal Justice Academies 050B, Drones for First Responders

Non-Credit

None

DISTANCE EDUCATION OFFERINGS

Credit

Criminal Justice Academies 050A, Building a Public Safety Drone Program
Criminal Justice Academies 050B, Drones for First Responders

Non-Credit

None

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Academic Affairs**

To:	Board of Trustees	Date:	April 12, 2021
Re:	Approval of Proposed Revisions for the 2021 – 2022 Santa Ana College Catalog		
Action:	Request for Approval		

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2021. It includes new courses, program revisions, and other curricula changes that are reflected in the catalog.

ANALYSIS

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

RECOMMENDATION

It is recommended the Board of Trustees approve the Proposed Revisions for the 2021 – 2022 Santa Ana College Catalog, as presented.

Fiscal Impact:	None	Board Date:	April 12, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Brian Sos, Ph.D., Chair, Curriculum and Instruction Council		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		



CURRICULUM AND INSTRUCTION COUNCIL

DATE: April 12, 2021

TO: Marilyn Flores, Ph.D., Interim President, Santa Ana College

FROM: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs
Brian Sos, Ph.D., Chair, Curriculum and Instruction Council

RE: **PROPOSED REVISIONS FOR THE 2021-2022 CATALOG**

The following changes to the 2021-2022 college catalog are proposed by the Curriculum and Instruction Council (CIC) of Santa Ana College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santa Ana College's CIC is chaired by Dr. Brian Sos, designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 15 faculty representatives (including the Chair of the Committee), an Articulation Officer, an Academic Dean, two Curriculum Specialists and a student representative.

The changes initiated at Santa Ana College for the 2021-2022 catalog are:

REVISED COURSE (See Attachment #1)
One (1) course revision was approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

DISTANCE EDUCATION OFFERING (See Attachment #2)
One (1) course was separately reviewed and approved in accordance with California Code of Regulations §55206. The course was designed with portions of the instruction which the instructor and student are separated by distance and maintain regular effective contact through the assistance of communication technology in lieu of face-to-face interaction.

REVISED COURSE

Credit

Digital Media 121A, Fundamentals of Typography

Non-Credit

None

DISTANCE EDUCATION OFFERING

Credit

Digital Media 121A, Fundamentals of Typography

Non-Credit

None

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College Division of Continuing Education

To:	Board of Trustees	Date: April 12, 2021
Re:	Approval of One Year Renewal of Instructional Services Agreement with Pacific Clinics	
Action:	Request for Approval	

BACKGROUND

Since April 1, 2018, the Rancho Santiago Community College District, on behalf of Santiago Canyon College Continuing Education, and the Pacific Clinics have partnered to provide noncredit classes through an Instructional Services Agreement (ISA) at the Recovery Education Institute in Orange. The current agreement is scheduled to end June 30, 2021 and the Pacific Clinics is requesting to renew the agreement for an additional year. The agreement renewal is for the period of July 1, 2021 through June 30, 2022.

ANALYSIS

Attached is the One Year Renewal of the ISA (SCC Contract # 21-0412A) that describes the roles and responsibilities of SCC-CE and Pacific Clinics. Through the renewal of this ISA, SCC-CE will continue to provide noncredit classes in the instructional program areas of: English as a Second Language; Adult High School Diploma or equivalent; short-term Career Education; Adults with Disabilities; and classes for Older Adults. The classes will take place at the Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866 or via an online format (distance education instruction). RSCCD will collect State apportionment for these classes and reimburse Pacific Clinics \$2.50 per student attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the one year renewal of the instructional services agreement with Pacific Clinics as presented.

Fiscal Impact: Apportionment	Board Date: April 12, 2021
Prepared by:	Chrissy Gascon, Interim Executive Dean, Continuing Education; James Kennedy, Ed.D., Vice President, Continuing Education
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College
Recommended by:	Marvin Martinez, Chancellor

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

THIS AGREEMENT is entered into this 1st day of July, 2021, which date is enumerated for purposes of reference only, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “RSCCD,” and the PACIFIC CLINICS, hereinafter referred to as “PACIFIC CLINICS.”

WITNESSETH:

WHEREAS, RSCCD is authorized under Section 78021 of the California Education Code to establish contract education programs by agreement with any public or private agency, corporation, or association, to provide specific educational programs or training to meet the needs of these entities; and

WHEREAS, "contract education" is defined to mean those situations in which a community college district contracts with a public or private entity for the purposes of providing instruction or services or both by the community college; and

WHEREAS, RSCCD wishes to offer noncredit courses in certain facilities provided by the PACIFIC CLINICS; and

WHEREAS, RSCCD represents that it has minimum qualifications for instructors teaching these courses and the qualifications are consistent with requirements in other similar courses given at the RSCCD: and

WHEREAS, PACIFIC CLINICS represents that it is a public organization funded by the Orange County Health Care Agency through the Mental Health Services Act; Workforce Education & Training; and

WHEREAS, through this Agreement with PACIFIC CLINICS, RSCCD intends to provide educational programs for the benefit of eligible students of the RSCCD at various

facilities, including PACIFIC CLINICS' Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866; and

WHEREAS, PACIFIC CLINICS operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination; and

WHEREAS, PACIFIC CLINICS operates in physical facilities that meet requirements of State and local Health and Safety regulations and are adequate and suitable for the courses offered and the number of students in attendance; and

WHEREAS, PACIFIC CLINICS maintains current and accurate student attendance and progress records, and PACIFIC CLINICS consents to inspection of these records by authorized representatives of RSCCD, the California Community College Board of Governors, and other regulatory and administrative agencies;

NOW, THEREFORE, in consideration of the conditions, covenants, terms, agreements and recitals contained herein, it is mutually agreed as follows:

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A. RECITALS:

All the above recitals are true and correct.

B. TERM:

The term of this Agreement shall be for one (1) year, commencing July 1, 2021 and terminating June 30, 2022, unless earlier terminated by either party in the manner set forth herein.

C. OPTIONAL TERMINATION:

PACIFIC CLINICS or RSCCD may terminate this Agreement, without cause, at the end of any semester or summer session, upon thirty days written notice to the other party.

D. RESPONSIBILITIES OF RSCCD:

1. RSCCD shall provide instruction and training to eligible students of the RSCCD at various facilities designated by PACIFIC CLINICS, including PACIFIC CLINICS Recovery Education Institute, 401 S. Tustin St., Orange, CA 92866. RSCCD is responsible for the education programs conducted at these facility sites. Classes may be conducted in a traditional classroom setting format (face-to-face instruction) or via an online format (distance education instruction).
2. RSCCD shall provide:
 - a. English as a Second Language Classes
 - b. Classes that lead toward the attainment of an adult high school diploma or preparation for a high school equivalency certification such as GED or HiSET.
 - c. Classes is short-term Career Technical Education
 - d. Classes for Adults with Disabilities
 - e. Classes for Older Adults

The courses of instruction under this agreement are listed in the annual Santiago Canyon College Catalog and as an attachment to this agreement (Attachment A). The total number of student attendance hours under this agreement shall not exceed 30,000 per fiscal year.

3. The curriculum shall be as described in the RSCCD's Catalog and the program and course outlines on file in the Instruction Office as approved by the Curriculum Council, the Chancellor, the Board of Trustees of RSCCD, and the Chancellor's Office of the California Community Colleges.
4. RSCCD shall use selected PACIFIC CLINICS staff as instructors to provide the instruction and training covered in this Agreement. In order to meet the California Code of Regulations, Title 5, requirement, that students be under the immediate supervision of an "employee" of RSCCD, RSCCD will invoke the provision of Title 5, Section 58058(b).

Accordingly, PACIFIC CLINICS staff that is used, as instructors will be required to enter into written individual instructor service agreements with RSCCD regarding their responsibilities for delivering the curriculum called for in this Agreement.

RSCCD shall have the primary right to control and direct instructional activities of the instructor while instructor is conducting a class, or classes, given through an instructional service agreement between RSCCD and PACIFIC CLINICS.

5. Instruction to be claimed for apportionment by RSCCD under this Agreement shall be under the immediate supervision and control of an employee of the RSCCD (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California community college.
6. RSCCD's minimum qualifications for instructors teaching under this agreement are consistent with requirements in other similar courses offered within the RSCCD.
7. RSCCD shall demonstrate control and direction of the instructional courses offered under this agreement through such appropriate actions as providing the instructors with an orientation, instructor's manual, course outline, curriculum material, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
8. RSCCD has specified the courses of instruction within this Agreement (Attachment A), and the outlines of record for such courses have been approved by the college's

curriculum committee as meeting Title 5 course standards, and the RSCCD's board of trustees has approved the courses.

9. RSCCD shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. RSCCD shall assure that the courses offered through this agreement, and the faculty and the students, are held to a level of rigor comparable to that of the other sections of noncredit education courses offered within the RSCCD.
10. RSCCD shall claim state apportionment for student attendance generated in classes covered by this Agreement. PACIFIC CLINICS shall not claim state apportionment for the same student attendance hours claimed by RSCCD.
11. RSCCD shall reimburse PACIFIC CLINICS for use of staff and facilities, in accordance with the terms stated in Section G, "PAYMENT."
12. RSCCD shall provide the normal administrative functions, including admissions, counseling, registration, and achievement records comparable to those maintained for any student of RSCCD.

E. RESPONSIBILITIES OF PACIFIC CLINICS:

1. PACIFIC CLINICS shall provide staff and facilities for RSCCD to utilize in the operation of its instructional programs for eligible students of the RSCCD.
2. PACIFIC CLINICS staff who are used as instructors under this Agreement will be appropriately credentialed to teach the subject areas covered by this Agreement.
3. Pursuant to California Code of Regulations, Title 5, Section 58058(b), PACIFIC CLINICS staff used as instructors under this Agreement will enter into individual agreements with RSCCD regarding their responsibilities as instructors for RSCCD, specifically for delivery of the curriculum covered by this Agreement. All instructor agreements will be kept on file by RSCCD.
4. RSCCD shall not be obligated to make any payment to PACIFIC CLINICS staff for services under the terms of this Agreement. Any and all salaries and benefits payable or owing to PACIFIC CLINICS staff who are used as instructors under the terms of this Agreement are the sole responsibility and liability of PACIFIC CLINICS.

5. PACIFIC CLINICS shall provide all necessary instructional supplies and equipment for the students covered by the Agreement. All material and equipment supplied by PACIFIC CLINICS shall remain the property of PACIFIC CLINICS and shall not be removed from the premises without permission of PACIFIC CLINICS.
6. PACIFIC CLINICS shall not charge students receiving instruction and training under this Agreement additional cost for tuition.
7. PACIFIC CLINICS will provide those administrative functions essential for the operation of facilities, at its own expense, where the instructional programs under this agreement take place.
8. PACIFIC CLINICS shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.
9. PACIFIC CLINICS courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
10. PACIFIC CLINICS shall retain records of enrollees' attendance for at least five (5) years and shall, upon request, make them available for review by RSCCD, the Office of Private Postsecondary Education, and the Chancellor's Office of the California Community Colleges.

F. RESPONSIBILITIES OF RSCCD AND PACIFIC CLINICS:

1. RSCCD and PACIFIC CLINICS will make available as appropriate support services such as counseling, guidance and placement assistance for the students.
2. RSCCD and PACIFIC CLINICS will supervise students and evaluate student progress.
3. RSCCD and PACIFIC CLINICS will determine the withdrawal procedures and documentation applicable to students who seek to withdraw prior to completion of a course.

4. Procedures, Terms, and Conditions. The enrollment period for instructional programs under this agreement is determined by RSCCD and is unique to this program. The students do not pay enrollment fees for the education courses under this agreement. The RSCCD determines the number of class hours sufficient to meet the stated performance objectives.

G. PAYMENT:

1. RSCCD shall reimburse PACIFIC CLINICS for the use of staff and facilities at the rate of \$2.50 per student attendance hour, up to a maximum of 30,000 hours (\$75,000) per fiscal year. The hours claimed under this Agreement must be certified to RSCCD for actual attendance during the preceding month for all properly enrolled students. Such payment is considered full payment to cover all of PACIFIC CLINICS's contract cost of operating the instructional programs covered by this Agreement.

2. PACIFIC CLINICS shall submit certified statements and billing monthly to:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College

Orange Education Center

1465 N. Batavia Street

Orange, CA 92867

ATTENTION: Interim Executive Dean, Continuing Education

3. PACIFIC CLINICS billing shall include evidence of positive attendance in accordance with State regulations. At the end of each month, RSCCD will send the total attendance hours posted for the month to PACIFIC CLINICS's designee for reconciliation and confirmation/certification so that an invoice can be generated. All billings shall include the total number of actual student attendance hours.
4. RSCCD shall reimburse PACIFIC CLINICS within twenty (20) days after receipt of billing.

H. NOTICES:

1. Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States Mail, first class postage prepaid and addressed as follows:

RSCCD:

Santiago Canyon College
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640
Attention: Interim Executive Dean, Continuing Education

PACIFIC CLINICS:

PACIFIC CLINICS

Recovery Education Institute
401 S. Tustin St. Building B
Orange, CA 92866
714-244-4322
Attention: Victoria Rivett, Education Director

2. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

I. STATUS OF PACIFIC CLINICS AND RSCCD:

PACIFIC CLINICS is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between RSCCD and PACIFIC CLINICS, or any of PACIFIC CLINICS's agents or employees. PACIFIC CLINICS, its agents and employees shall not be entitled to any rights or privileges of RSCCD employees and shall not be considered in any manner to be RSCCD employees.

RSCCD is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and

employee, or principal and agent, between PACIFIC CLINICS and RSCCD, or any of On RSCCD's agents or employees. RSCCD, its agents and employees, shall not be entitled to any rights or privileges of PACIFIC CLINICS employees and shall not be considered in any manner to be PACIFIC CLINICS employees.

J. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of RSCCD and PACIFIC CLINICS, with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

K. CERTIFICATION BY RSCCD:

RSCCD hereby certifies that on all student attendance from classes offered through this Agreement which it reports for state apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

L. CERTIFICATION BY PACIFIC CLINICS:

PACIFIC CLINICS hereby certifies that in receiving the compensation for attendance hours stipulated in this Agreement, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

M. INSURANCE:

1. PACIFIC CLINICS shall obtain and maintain insurance, at the expense of PACIFIC CLINICS, all workers' compensation insurance required by law for its employees in the operation of this program.
2. PACIFIC CLINICS shall maintain during the entire term of this Agreement insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate. Said

coverage shall expressly name Rancho Santiago Community College District, its officers, agents, and employees, as Additional Insured. PACIFIC CLINICS shall provide to RSCCD a certificate of insurance and the Additional Insured Endorsement covering the contract period and stating the required coverage.

- a. This coverage shall not be canceled or coverage reduced until notice has been mailed to RSCCD stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.
- b. Such coverage as provided shall be primary and any coverage carried by RSCCD shall be excess and non-contributory.

N. INDEMNIFICATION:

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

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

IN WITNESS WHEREOF, the parties have executed the AGREEMENT to provide education classes to eligible students of the RSCCD.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

Adam M. O'Connor, Interim Vice Chancellor
Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

PACIFIC CLINICS

Signature:

Date:

Kris Giordano
Executive Vice President
PACIFIC CLINICS
800 S. Santa Anita
Arcadia, CA 91006
626-254-5000

**Attachment A
COURSES OF INSTRUCTION**

COURSES IN HIGH SCHOOL SUBJECTS/GED/HiSET

Course #	Course Title	Hours
HSENG 083	Composition 1	72
HSENG 084	Composition 2	72
HSENG 085	Composition 3	72
HSENG 020	Literature Brought to Life	72
HSENG 050	English Through Literature 11B	72
HSENG 051	English Through Literature 12B	72
HSENG 052	English Language Arts 1	72
HSENG 053	English Language Arts 2	72
HSENG 063	English Through Literature 11A	72
HSENG 064	English Through Literature 12A	72
HSENG 066	English Fundamentals 2	72
HSENG 067	English Fundamentals 3	72
HSENG 068	English Fundamentals 4	72
HSENG 070	The Short Story	72
HSENG 072	Poetry	72
HSENG 076	The Novel	72
HSENG 098	Building Vocabulary 3	72
HSRDG 089	Reading Proficiency Development	72
HSRDG 090	Reading Improvement	72
HSRDG 093	Building Reading Skills 1	72
HSRDG 094	Building Reading Skills 2	72
HSSCI 168	Life Science 1	72
HSSCI 169	Life Science 2	72
HSSCI 193	Basic Science 2	72
HSSCI 190	Physical Science 1	72

Course #	Course Title	Hours
HSSCI 191	Physical Science 2	72
HSSCI 192	Basic Science 1	72
HSENG 202	Survey of English Level 2	72
HSENG 203	Survey of English Level 3	72
HSSOC 218	US History 1: Colonization to Industrialization	72
HSSOC 219	US History 2: The Shaping of Modern America	72
HSSOC 215	Introduction to Economics	72
HSSOC 222	Government 1: United States Federal Government and Politics	72
HSSOC 229	World History, Geography, and Culture 1	72
HSSOC 230	World History, Geography, and Culture 2	72
HSSOC 216	World Cultures 1A	72
HSSOC 217	World Cultures 1B	72
HSART 020	Literature Brought to Life	72
HSART 070	Short Stories	72
HSART 828	Understanding American Through Art	72
HSART 837	The Film as Art	72
HSSCI 196	Health Science	72
HSMTH 156	Essential Mathematics 1	72
HSMTH 157	Essential Mathematics 2	72
HSMTH 158	Math Fundamentals 1	72
HSMTH 159	Math Fundamentals 2	72
HSMTH 163	Algebra 1A	72
HSMTH 164	Algebra 1B	72
HSMTH 165	Algebra 2A	72
HSMTH 166	Algebra 2B	72
HSMTH 167	Geometry A	72
HSMTH 168	Geometry B	72
ABE 023	Adult Basic Education Reading	72

Course #	Course Title	Hours
ABE 024	Adult Basic Education Writing	72
ABE 025	Adult Basic Education Mathematics	72
ABE 026	Adult Basic Education Spelling	72
HSOTH 050	Basics of Leadership Part 1	72
HSOTH 202	Basics of Leadership Part 2	72
HSS 338	Workforce Preparation	15
HSS 770	Orientation to College	8

COURSES FOR OLDER ADULTS

OAP 823	Manipulative Skills for Older Adults	72
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COURSES FOR ADULTS WITH DISABILITIES

WKPR 001	Transition to Higher Learning	60
WKPR 002	Self-Advocacy	60
WKPR 003	Getting Around Town	60
WKPR 004	Choosing the Right Employment Path	60
WKPR 005	Safety on the Job	60
WKPR 006	Communication Skills for Successful Employment	60
WKPR 007	Social Skills and Necessary Etiquette	60
WKPR 008	Building Critical Thinking Skills	60
WKPR 009	Beginning Computers	60
WKPR 011	Introduction to Handling Money	60
WKPR 012	Applying Reading Skills on the Job	60
WKPR 013	Applying Writing Skills on the Job	60

COURSES IN ENGLISH AS A SECOND (ESL) LANGUAGE

ESL 399	ESL Literacy	216
ESL 410	Beginning ESL	216

ESL 420	Beginning ESL 2	216
ESL 430	Beginning ESL 3	216
ESL 440	ESL Beginning 1-3 Multilevel	216
ESL 460	Intermediate ESL 1	216
ESL 470	Intermediate ESL 2	216
ESL 480	Intermediate ESL 3	216
ESL 500	Intermediate ESL 1-3 Multilevel	216
ESL 570	Conversation 1	72
ESL 580	Conversation 2	72
ESL 010	ESL Writing	72
ESL 510	English for Work 1	216
ESL 520	English for Work 2	216
ESL 530	American English Pronunciation	216
ESL 601	Advanced Grammar and Writing	96

COURSES IN SHORT-TERM CAREER TECHNICAL EDUCATION

VBUS 012	Workforce Readiness	60
VBUS 013	Introduction to Personal Management using MS Outlook	60
VBUS 014	Introduction to Mobile and Social Media	60
VBUS 097	Introduction to Personal Commerce on the Internet	60
VBUS 118	Introduction to Windows	60
VBUS 119	Introduction to Keyboarding and Basic Windows	60
VBUS 121	Introduction to Computer Software Applications	60
VBUS 258	Navigating the Internet	36
VBUS 260	Introduction to Word Processing using MS Word	60
VBUS 261	Introduction to Databases using MS Access	60
VBUS 262	Introduction to Spreadsheets using MS Excel	60
VBUS 302	Introduction to Web Page Development using HTML	60
VBUS 304	Introduction to Electronic Presentations using PowerPoint	60

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana College School of Continuing Education
Santiago Canyon College Division of Continuing Education

To: Board of Trustees	Date: April 12, 2021
Re: Approval of the Professional Services Agreement with Interact Communications	
Action: Request for Approval	

BACKGROUND

Santa Ana College Continuing Education and Santiago Canyon College Continuing Education have made a significant effort since the start of the pandemic to recruit new students through robust marketing campaigns. Expanded online, hybrid, and remote live teaching modalities have made it possible for students throughout California to take our courses. Interact Communications is a leader in marketing for community colleges and has helped SAC Continuing Education and SCC Continuing Education with the digital media components for marketing. This request is for marketing services for the start of the summer 2021 term.

ANALYSIS

This professional services agreement with Interact Communications shall be effective as of the date signed by both parties until June 1, 2021 or until termination by written notice of either party. College staff have reviewed the professional services agreement with Interact Communications. This professional services agreement will utilize funds identified for marketing purposes by Santa Ana College School of Continuing Education (SAC CE) and Santiago Canyon College Division of Continuing Education (SCC CE) in the amount of \$80,000 (\$58,955 from SAC CE general funds and \$21,045 from SCC CE categorical funds-CAEP). The professional services agreement with Interact Communications will provide marketing services for the start of the summer 2021 term for Santa Ana College School of Continuing Education and Santiago Canyon College Division of Continuing Education utilizing various digital media tactics.

RECOMMENDATION

It is recommended that the Board of Trustees approve this professional services agreement with Interact Communications as presented.

Fiscal Impact:	\$80,000.00 (general and categorical funds)	Board Date: April 12, 2021
Prepared by:	James Kennedy, Ed.D., Vice President of Continuing Education	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College Marilyn Flores, Ed.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, Santa Ana College School of Continuing Education and Santiago Canyon College Division of Continuing Education and Interact Communications, having its principal business address located at 502 Main St., 3rd Floor, La Crosse, WI 54601 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on May 3, 2021, whichever is later, and shall continue in full force and effect thereafter until and including June 1, 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 Eighty Thousand Dollars (\$80,000.00) ("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: Vice Chancellor, Business Operations & Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
SAC/SCC Continuing Education
Dr. Jim Kennedy, Vice President
2900 W. Edinger Ave
Santa Ana, CA 92704

Contractor: Interact Communications
Kristel Keys Running

502 Main St., 3rd Floor
LaCrosse, WI 54601

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree. Rancho Santiago

Community College District

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __Kristel Keys Runnings

Print Title: __Director of Communications

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.

Campaign Collateral Development: Interact will provide writing and strategy for (5) Facebook/Instagram ad sets. SAC CE and SCC CE will do the creative work to finalize the ads.

This portion of the agreement shall not exceed \$1,250.

Media Buying and Tracking:

Pay Per Click
Facebook/Instagram
SnapChat
YouTube
Display Banner
TikTok
OTT
GeoFencing
Directory Listings

Fee Summary:

Digital Media Buy- \$71,591.00
Campaign Writing and Strategy Development- \$1,250.00
Media Placement Fee (10%)- \$7,159.00

Total Dollar Value- \$80,000.00

SAC Continuing Education Budget- \$58,955.00
SCC Continuing Education Budget- \$21,045.00

Payment terms for collateral development are 50% upon contract signing and 50% upon project completion. Payment terms for media buys are 100% upon contract signing. Media buys require payment being received by Interact Communications in full prior to the final "guarantee of placement" confirmation, usually 15-30 days prior to Ad deployment (depending on Ad placement location).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education
Santiago Canyon College Division of Continuing Education**

To: Board of Trustees	Date: April 12, 2021
Re: Approval of the Professional Services Agreement with Estrella Media	
Action: Request for Approval	

BACKGROUND

Santa Ana College Continuing Education and Santiago Canyon College Continuing Education have made a significant effort since the start of the pandemic to recruit new students through robust marketing campaigns. Estrella Media is able to reach the local community through two popular radio stations, Que Buena and La Ranchera with Spanish language ads. This request is for marketing services for the start of the summer 2021 term.

ANALYSIS

This professional services agreement with Estrella Media shall be effective as of the date signed by both parties until September 5, 2021 or until termination by written notice of either party. College staff have reviewed the professional services agreement with Estrella Media. This professional services agreement will utilize funds identified for marketing purposes by Santa Ana College School of Continuing Education (SAC CE) in the amount of \$16,846.80 (general funds) and Santiago Canyon College Division of Continuing Education (SCC CE) in the amount of \$11,231.20 (categorical funds-CAEP) for a total dollar amount of \$28,078.00. The professional services agreement with Estrella Media will provide marketing services for the summer 2021 term for Santa Ana College School of Continuing Education and Santiago Canyon College Division of Continuing Education utilizing Spanish language radio ads on KBUE (Que Buena) and KWIZ (La Ranchera) as well as their streaming platform and Over the Top video advertising on Estrella Media platforms.

RECOMMENDATION

It is recommended that the Board of Trustees approve this professional services agreement with Estrella Media as presented.

Fiscal Impact:	\$28,078 (general and categorical funds)	Board Date: April 12, 2021
Prepared by:	James Kennedy, Ed.D., Vice President of Continuing Education	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College Marilyn Flores, Ed.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, Santa Ana College School of Continuing Education and Santiago Canyon College Division of Continuing Education and Estrella Media, having its principal business address located at 1845 Empire Ave. Burbank, CA 91504 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on April 26, 2021, whichever is later, and shall continue in full force and effect thereafter until and including September 5, 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 Twenty Eight Thousand Seventy Eight Dollars (\$28,078.00) ("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: Vice Chancellor, Business Operations & Fiscal Services
 2323 N. Broadway
 Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
 SAC/SCC Continuing Education
 Dr. Jim Kennedy, Vice President
 2900 W. Edinger Ave

Santa Ana, CA 92704

Contractor: Marlene Risquez
1845 Empire Ave.
Burbank, CA 91504

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties’ mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act (“UETA”) (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or

voluntarily excluded from covered transactions by any federal department or agency;

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

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: _____

CONTRACTOR: Estrella Media

BY _____
Signature of Authorized Person

Print Name: Marlene Riskey

Print Title: Sales Representative

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.

Estrella Media will advertise a 30 second Spanish language radio ad on radio stations Que Buena and La Ranchera. Radio Advertisement will be for RanchoCE- promoting online and DE classes for SAC/SCC Continuing Ed in one centralized campaign.

Radio ad language to be collaboration between SAC/SCC Continuing Education and Estrella Media.

Breakdown is as follows:

107 ads on Que Buena between May 10-May 31

Dollar amount for Que Buena is: \$6976.00

96 ads on La Ranchera between May 10-May 31

Dollar amount for La Ranchera is: \$3102.00

Total campaign dollar value: \$10,078.00

Invoice to be submitted by Estrella Media at completion of radio advertising.

Estrella Media OTT advertising for Rancho CE- promoting online and DE classes for SAC/SCC Continuing Education in one centralized campaign.
Estrella Media to provide the creative.

Flight Dates:

May 1-31

June 1-30

August 1- September 1

Total campaign dollar value: \$18,000.00

Invoice to be submitted by Estrella Media at completion of each period of OTT advertising.

SAC Continuing Ed budget: \$16,846.80

SCC Continuing Ed budget: \$11,231.20

Total Estrella Media Campaign budget: \$28,078.00

Rancho Santiago Comm Coll District

Board Meeting of 04/12/21

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 03/09/21 Thru 03/29/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68745	General Fund Unrestricted	0.00	349.00	-349.00	92*0545290	92*0545290
68766	General Fund Unrestricted	0.00	564.20	-564.20	92*0545691	92*0545691
68795	General Fund Unrestricted	0.00	3,248.17	-3,248.17	92*0546462	92*0546462
68802	General Fund Unrestricted	2,520,664.85	0.00	2,520,664.85	92*0546570	92*0546676
68807	General Fund Unrestricted	389,779.22	0.00	389,779.22	92*0546697	92*0546718
68812	General Fund Unrestricted	14,118.00	0.00	14,118.00	92*0546734	92*0546759
68813	General Fund Unrestricted	182,521.75	0.00	182,521.75	92*0546760	92*0547015
68819	General Fund Unrestricted	13,781.25	0.00	13,781.25	92*0547075	92*0547106
68820	General Fund Unrestricted	14,082.09	0.00	14,082.09	92*0547037	92*0547062
68826	General Fund Unrestricted	453,589.77	0.00	453,589.77	92*0547115	92*0547225
68833	General Fund Unrestricted	1,009,444.33	0.00	1,009,444.33	92*0547245	92*0547334
Total Fund 11 General Fund Unrestricted		\$4,597,981.26	\$4,161.37	\$4,593,819.89		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68756	General Fund Restricted	0.00	12,500.00	-12,500.00	92*0545535	92*0545535
68761	General Fund Restricted	0.00	1,611.94	-1,611.94	92*0545568	92*0545568
68802	General Fund Restricted	957,165.27	0.00	957,165.27	92*0546569	92*0546679
68807	General Fund Restricted	115,979.70	0.00	115,979.70	92*0546692	92*0546721
68813	General Fund Restricted	860,242.37	0.00	860,242.37	92*0546762	92*0547018
68820	General Fund Unrestricted	471,957.03	0.00	471,957.03	92*0547034	92*0547066
68826	General Fund Restricted	2,711,410.40	0.00	2,711,410.40	92*0547107	92*0547226
68833	General Fund Restricted	133,263.17	0.00	133,263.17	92*0547247	92*0547328
Total Fund 12 General Fund Restricted		<u>\$5,250,017.94</u>	<u>\$14,111.94</u>	<u>\$5,235,906.00</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68761	GF Unrestricted One-Time Func	0.00	1,075.59	-1,075.59	92*0545623	92*0545623
68802	GF Unrestricted One-Time Func	8,543.78	0.00	8,543.78	92*0546571	92*0546673
68807	General Fund Unrestricted	5,273.91	0.00	5,273.91	92*0546691	92*0546708
68813	General Fund Unrestricted	19,341.70	0.00	19,341.70	92*0546793	92*0547003
68826	GF Unrestricted One-Time Func	15,003.56	0.00	15,003.56	92*0547121	92*0547210
68833	GF Unrestricted One-Time Func	25,614.99	0.00	25,614.99	92*0547246	92*0547338
Total Fund 13 GF Unrestricted One-Time		<u>\$73,777.94</u>	<u>\$1,075.59</u>	<u>\$72,702.35</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68803	Child Development Fund	5,122.52	0.00	5,122.52	92*0546680	92*0546684
68808	Child Development Fund	1,897.50	0.00	1,897.50	92*0546722	92*0546722
68814	Child Development Fund	13,700.00	0.00	13,700.00	92*0547019	92*0547020
68821	Child Development Fund	219.95	0.00	219.95	92*0547067	92*0547067
68827	Child Development Fund	15,456.15	0.00	15,456.15	92*0547227	92*0547231
68834	Child Development Fund	7,574.52	0.00	7,574.52	92*0547339	92*0547345
Total Fund 33 Child Development Fund		\$43,970.64	\$0.00	\$43,970.64		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68804	Capital Outlay Projects Fund	24,828.80	0.00	24,828.80	92*0546685	92*0546687
68809	Capital Outlay Projects Fund	20,428.25	0.00	20,428.25	92*0546723	92*0546725
68815	Capital Outlay Projects Fund	124,095.27	0.00	124,095.27	92*0547021	92*0547028
68822	Capital Outlay Projects Fund	3,380.24	0.00	3,380.24	92*0547068	92*0547070
68828	Capital Outlay Projects Fund	202,061.87	0.00	202,061.87	92*0547232	92*0547236
68835	Capital Outlay Projects Fund	42,646.65	0.00	42,646.65	92*0547346	92*0547349
Total Fund 41 Capital Outlay Projects Fun		\$417,441.08	\$0.00	\$417,441.08		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68810	Bond Fund, Measure Q	5,197.00	0.00	5,197.00	92*0546726	92*0546728
68816	Bond Fund, Measure Q	115,987.80	0.00	115,987.80	92*0547029	92*0547031
68829	Bond Fund, Measure Q	2,403.23	0.00	2,403.23	92*0547237	92*0547237
68836	Bond Fund, Measure Q	1,011,198.51	0.00	1,011,198.51	92*0547350	92*0547354
Total Fund 43 Bond Fund, Measure Q		<u>\$1,134,786.54</u>	<u>\$0.00</u>	<u>\$1,134,786.54</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68805	Property and Liability Fund	2,100.94	0.00	2,100.94	92*0546688	92*0546689
68823	Property and Liability Fund	678.96	0.00	678.96	92*0547071	92*0547071
68830	Property and Liability Fund	20,345.86	0.00	20,345.86	92*0547238	92*0547239
68837	Property and Liability Fund	225.00	0.00	225.00	92*0547355	92*0547355
Total Fund 61 Property and Liability Fund		\$23,350.76	\$0.00	\$23,350.76		

Checks Written for Period 03/09/21 Thru 03/29/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68817	Workers' Compensation Fund	193,550.00	0.00	193,550.00	92*0547032	92*0547032
68824	Workers' Compensation Fund	9,873.44	0.00	9,873.44	92*0547072	92*0547072
68831	Workers' Compensation Fund	201.18	0.00	201.18	92*0547240	92*0547240
Total Fund 62 Workers' Compensation Fu		\$203,624.62	\$0.00	\$203,624.62		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68783	Student Financial Aid Fund	0.00	4,200.00	-4,200.00	92*0546316	92*0546360
68806	Student Financial Aid Fund	4,000.00	0.00	4,000.00	92*0546690	92*0546690
68811	Student Financial Aid Fund	2,500.00	0.00	2,500.00	92*0546729	92*0546733
68818	Student Financial Aid Fund	2,000.00	0.00	2,000.00	92*0547033	92*0547033
68825	Student Financial Aid Fund	39,682.00	0.00	39,682.00	92*0547073	92*0547074
68832	Student Financial Aid Fund	6,600.00	0.00	6,600.00	92*0547241	92*0547244
Total Fund 74 Student Financial Aid Fund		\$54,782.00	\$4,200.00	\$50,582.00		

SUMMARY

Total Fund 11 General Fund Unrestricted	4,593,819.89
Total Fund 12 General Fund Restricted	5,235,906.00
Total Fund 13 GF Unrestricted One-Time Fund	72,702.35
Total Fund 33 Child Development Fund	43,970.64
Total Fund 41 Capital Outlay Projects Fund	417,441.08
Total Fund 43 Bond Fund, Measure Q	1,134,786.54
Total Fund 61 Property and Liability Fund	23,350.76
Total Fund 62 Workers' Compensation Fund	203,624.62
Total Fund 74 Student Financial Aid Fund	50,582.00
Grand Total:	<u><u>\$11,776,183.88</u></u>

Checks Written for Period 03/09/21 Thru 03/29/21

<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>
1A2103213	SAC Diversified Agency Fund	9,511.40	0.00	9,511.40	1A*0002462	1A*0002466
1A2103320	SAC Diversified Agency Fund	102.24	0.00	102.24	1A*0002467	1A*0002467
1A2103427	SAC Diversified Agency Fund	5,459.63	0.00	5,459.63	1A*0002468	1A*0002471
Total 1A SAC Diversified Agency Fund		<u><u>\$15,073.27</u></u>	<u><u>\$0.00</u></u>	<u><u>\$15,073.27</u></u>		

Checks Written for Period 03/09/21 Thru 03/29/21

<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>
1B2103320	SAC Bookstore Fund	89,019.85	67,804.92	21,214.93	1B*0002766	1B*0002792
1B2103427	SAC Bookstore Fund	118,981.26	102,157.57	16,823.69	1B*0002793	1B*0002804
Total 1B SAC Bookstore Fund		<u>\$208,001.11</u>	<u>\$169,962.49</u>	<u>\$38,038.62</u>		

Checks Written for Period 03/09/21 Thru 03/29/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1C2103213	SAC Community Education Fund	810.00	0.00	810.00	1C*0001304	1C*0001304
1C2103320	SAC Community Education Fund	9,860.76	4,930.38	4,930.38	1C*0001305	1C*0001310
Total 1C SAC Community Education Fund		<u>\$10,670.76</u>	<u>\$4,930.38</u>	<u>\$5,740.38</u>		

Checks Written for Period 03/09/21 Thru 03/29/21

<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>
1R2103320	SAC Representation Fee Fund	150.00	0.00	150.00	1R*0001037	1R*0001037
Total 1R SAC Representation Fee Fund		<u>150.00</u>	<u>0.00</u>	<u>150.00</u>		

Checks Written for Period 03/09/21 Thru 03/29/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S2103213	SAC Associated Students Fund	310.50	0.00	310.50	1S*0001786	1S*0001787
1S2103320	SAC Associated Students Fund	810.50	0.00	810.50	1S*0001788	1S*0001789
Total 1S SAC Associated Students Fund		<u>\$1,121.00</u>	<u>\$0.00</u>	<u>\$1,121.00</u>		

Checks Written for Period 03/09/21 Thru 03/29/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T2103213	SAC Diversified Trust Fund	7,877.33	0.00	7,877.33	1T*0002124	1T*0002127
1T2103320	SAC Diversified Trust Fund	175.00	0.00	175.00	1T*0002128	1T*0002128
1T2103427	SAC Diversified Trust Fund	7,600.00	0.00	7,600.00	1T*0002129	1T*0002129
Total 1T SAC Diversified Trust Fund		<u>\$15,652.33</u>	<u>\$0.00</u>	<u>\$15,652.33</u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	15,073.27
Total Fund 1B SAC Bookstore Fund	38,038.62
Total Fund 1C SAC Community Education Fu	5,740.38
Total Fund 1R SAC Representation Fee Func	150.00
Total Fund 1S SAC Associated Students Fun	1,121.00
Total Fund 1T SAC Diversified Trust Fund	15,652.33
Grand Total:	<u><u>\$75,775.60</u></u>

Checks Written for Period 03/09/21 Thru 03/29/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A2103213	SCC Diversified Agency Fund	228.00	0.00	228.00	2A*0001881	2A*0001882
2A2103320	SCC Diversified Agency Fund	22,700.00	0.00	22,700.00	2A*0001883	2A*0001891
2A2103427	SCC Diversified Agency Fund	1,540.00	0.00	1,540.00	2A*0001892	2A*0001893
2A2103529	SCC Diversified Agency Fund	964.00	0.00	964.00	2A*0001894	2A*0001894
Total 2A SCC Diversified Agency Fund		<u>\$25,432.00</u>	<u>\$0.00</u>	<u>\$25,432.00</u>		

Checks Written for Period 03/09/21 Thru 03/29/21

<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>
2B2103213	SCC Bookstore Fund	88,221.84	62,964.90	25,256.94	2B*0002444	2B*0002452
2B2103320	SCC Bookstore Fund	91,852.68	60,686.69	31,165.99	2B*0002453	2B*0002456
2B2103529	SCC Bookstore Fund	99,186.35	60,686.69	38,499.66	2B*0002457	2B*0002461
Total 2B SCC Bookstore Fund		<u>\$279,260.87</u>	<u>\$184,338.28</u>	<u>\$94,922.59</u>		

Checks Written for Period 03/09/21 Thru 03/29/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2C2103213	SCC Community Education Fund	488.80	0.00	488.80	2C*0001232	2C*0001232
2C2103427	SCC Community Education Fund	1,726.07	0.00	1,726.07	2C*0001233	2C*0001235
2C2103529	SCC Community Education Fund	157.50	0.00	157.50	2C*0001236	2C*0001236
Total 2C SCC Community Education Fund		<u>\$2,372.37</u>	<u>\$0.00</u>	<u>\$2,372.37</u>		

Checks Written for Period 03/09/21 Thru 03/29/21

<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>
2S2103213	SCC Associated Students Fund	134.93	0.00	134.93	2S*0001472	2S*0001474
2S2103529	SCC Associated Students Fund	134.93	0.00	134.93	2S*0001475	2S*0001477
Total 2S SCC Associated Students Fund		<u><u>\$269.86</u></u>	<u><u>\$0.00</u></u>	<u><u>\$269.86</u></u>		

Checks Written for Period 03/09/21 Thru 03/29/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T2103213	SCC Diversified Trust Fund	2,023.50	0.00	2,023.50	2T*0001574	2T*0001575
2T2103320	SCC Diversified Trust Fund	117.00	0.00	117.00	2T*0001576	2T*0001576
2T2103427	SCC Diversified Trust Fund	12,597.33	500.00	12,097.33	2T*0001577	2T*0001583
2T2103529	SCC Diversified Trust Fund	419.99	0.00	419.99	2T*0001584	2T*0001585
Total 2T SCC Diversified Trust Fund		\$15,157.82	\$500.00	\$14,657.82		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	25,432.00
Total Fund 2B SCC Bookstore Fund	94,922.59
Total Fund 2C SCC Community Education Fu	2,372.37
Total Fund 2S SCC Associated Students Fun	269.86
Total Fund 2T SCC Diversified Trust Fund	14,657.82
Grand Total:	<u><u>\$137,654.64</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/09/2021 To 03/29/2021
Board Meeting on 04/12/2021

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES	23,472	
2000	CLASSIFIED SALARIES		15,985
3000	EMPLOYEE BENEFITS		18,312
4000	SUPPLIES & MATERIALS	10,474	
5000	OTHER OPERATING EXP & SERVICES	5,436	
6000	CAPITAL OUTLAY		5,085
Total Transfer Fund 11		\$39,382	\$39,382
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES	24,259	
2000	CLASSIFIED SALARIES	9,202	
3000	EMPLOYEE BENEFITS	6,809	
4000	SUPPLIES & MATERIALS		404,281
5000	OTHER OPERATING EXP & SERVICES	894,693	
6000	CAPITAL OUTLAY		497,326
7000	OTHER OUTGO		33,356
Total Transfer Fund 12		\$934,963	\$934,963
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
1000	ACADEMIC SALARIES		10,460
3000	EMPLOYEE BENEFITS		2,120
4000	SUPPLIES & MATERIALS	105,865	
5000	OTHER OPERATING EXP & SERVICES	1,909	
6000	CAPITAL OUTLAY		95,194
Total Transfer Fund 13		\$107,774	\$107,774
<u>Fund 33: Child Development Fund</u>			
2000	CLASSIFIED SALARIES	28,368	
5000	OTHER OPERATING EXP & SERVICES		28,368
Total Transfer Fund 33		\$28,368	\$28,368
<u>Fund 41: Capital Outlay Projects Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		3,750
6000	CAPITAL OUTLAY		158,250
7900	RESERVE FOR CONTINGENCIES	162,000	
Total Transfer Fund 41		\$162,000	\$162,000
<u>Fund 43: Bond Fund, Measure Q</u>			
4000	SUPPLIES & MATERIALS		41,000
6000	CAPITAL OUTLAY	41,000	
Total Transfer Fund 43		\$41,000	\$41,000

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 03/09/2021 To 03/29/2021
Board Meeting on 04/12/2021**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	13,672,987	
8600	STATE REVENUES	136,717	
8800	LOCAL REVENUES	(2,182)	
1000	ACADEMIC SALARIES		(28,958)
2000	CLASSIFIED SALARIES		(13,446)
3000	EMPLOYEE BENEFITS		(45,631)
4000	SUPPLIES & MATERIALS		(4,349)
5000	OTHER OPERATING EXP & SERVICES		13,951,704
7000	OTHER OUTGO		(51,798)
Total Transfer Fund 12		\$13,807,522	\$13,807,522
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	3,814,374	
8600	STATE REVENUES	181,438	
7000	OTHER OUTGO		3,995,812
Total Transfer Fund 74		\$3,995,812	\$3,995,812

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 03/09/2021 To 03/29/2021
Board Meeting on 04/12/2021

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

BUDGET TRANSFERS	From	To
<u>Fund 12: General Fund Restricted</u>		
BC69XG21DH 03/26/21		
5000 OTHER OPERATING EXP & SERVICES	365,000	
6000 CAPITAL OUTLAY		365,000
Total Reference BC69XG21DH	\$365,000	\$365,000
Reason: Special Project Adjustment		
Description: Fund CARES-related technology purchases		
BCDJL2119K 03/15/21		
4000 SUPPLIES & MATERIALS		2,800
5000 OTHER OPERATING EXP & SERVICES	25,200	
6000 CAPITAL OUTLAY		22,400
Total Reference BCDJL2119K	\$25,200	\$25,200
Reason: Special Project Adjustment		
Description: CARES funds for instructional laptops (HST Division)		
BCKH4E7CQW 03/26/21		
4000 SUPPLIES & MATERIALS		360,000
5000 OTHER OPERATING EXP & SERVICES	401,000	
6000 CAPITAL OUTLAY		41,000
Total Reference BCKH4E7CQW	\$401,000	\$401,000
Reason: Special Project Adjustment		
Description: Fund contract services, supplies and equipment accounts (HEERF II)		
BCNXSQEBFC 03/18/21		
2000 CLASSIFIED SALARIES	39,000	
7000 OTHER OUTGO		39,000
Total Reference BCNXSQEBFC	\$39,000	\$39,000
Reason: Special Project Adjustment		
Description: Approved increase in monthly stipend (Mar-May) per CARES Act Flexibility Letter		
BCW0CPB49U 03/09/21		
1000 ACADEMIC SALARIES	25,394	
2000 CLASSIFIED SALARIES		19,220
3000 EMPLOYEE BENEFITS		452
4000 SUPPLIES & MATERIALS		4,422
7000 OTHER OUTGO		1,300
Total Reference BCW0CPB49U	\$25,394	\$25,394
Reason: Special Project Adjustment		
Description: EOPS budget adjustments		
BCP36XM59B 03/19/21		
4000 SUPPLIES & MATERIALS	100,775	
5000 OTHER OPERATING EXP & SERVICES		3,700
6000 CAPITAL OUTLAY		97,075
Total Reference BCP36XM59B	\$100,775	\$100,775
Reason: Correction		
Description: Transfer funds to correct object code for PR 70901 technology upgrades		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 03/09/2021 To 03/29/2021
Board Meeting on 04/12/2021

BUDGET TRANSFERS		From	To
Fund 33: Child Development Fund			
BCYA4SIB50	03/17/21		
2000	CLASSIFIED SALARIES	28,368	
5000	OTHER OPERATING EXP & SERVICES		28,368
Total Reference BCYA4SIB50		\$28,368	\$28,368
Reason:	Special Project Adjustment		
Description:	EHS ChildPlus software subscription (5 years)		
B026951	03/16/21		
5000	OTHER OPERATING EXP & SERVICES		2,500
6000	CAPITAL OUTLAY		72,500
7900	RESERVE FOR CONTINGENCIES	75,000	
Total Reference B026951		\$75,000	\$75,000
Reason:	Special Project Adjustment		
Description:	Funds for contracted services and equipment vehicles (Johnson Warehouse)		
BCX14R6YWN	03/26/21		
6000	CAPITAL OUTLAY		87,000
7900	RESERVE FOR CONTINGENCIES	87,000	
Total Reference BCX14R6YWN		\$87,000	\$87,000
Reason:	Special Project Adjustment		
Description:	Fund facilities project (demo U95 at SCC)		
BCT160ZDRX	03/24/21		
4000	SUPPLIES & MATERIALS		41,000
6000	CAPITAL OUTLAY	41,000	
Total Reference BCT160ZDRX		\$41,000	\$41,000
Reason:	Special Project Adjustment		
Description:	Non-instructional supplies and equipment (SAC Johnson Student Center)		
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
Fund 12: General Fund Restricted			
B026948	03/15/21		
8100	FEDERAL REVENUES	13,298,831	
5000	OTHER OPERATING EXP & SERVICES		13,298,831
Total Reference B026948		\$13,298,831	\$13,298,831
Reason:	New Budget		
Description:	New budget for HEERF II institutional portion (SAC)		
B026949	03/15/21		
8100	FEDERAL REVENUES	939,100	
5000	OTHER OPERATING EXP & SERVICES		939,100
Total Reference B026949		\$939,100	\$939,100
Reason:	New Budget		
Description:	New budget for HEERF II MSI portion (SAC)		
B026950	03/15/21		
8100	FEDERAL REVENUES	401,273	
5000	OTHER OPERATING EXP & SERVICES		401,273
Total Reference B026950		\$401,273	\$401,273
Reason:	New Budget		
Description:	New budget for HEERF II MSI portion (SCC)		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 03/09/2021 To 03/29/2021
Board Meeting on 04/12/2021

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
BC4EGX2FDR 03/26/21		
8100 FEDERAL REVENUES	(50,000)	
5000 OTHER OPERATING EXP & SERVICES		(50,000)
Total Reference BC4EGX2FDR	\$(50,000)	\$(50,000)
Reason: Special Project Adjustment		
Description: Adjust HEERF II for Fund 74 transfer to Veteran Emergency Student Aid (SCC)		
BC4KOETWQN 03/26/21		
8100 FEDERAL REVENUES	(100,000)	
5000 OTHER OPERATING EXP & SERVICES		(100,000)
Total Reference BC4KOETWQN	\$(100,000)	\$(100,000)
Reason: Special Project Adjustment		
Description: Transfer to Fund 74 for TRIO/UBMS Emergency Student Aid (SCC)		
BC7418KJCU 03/15/21		
8100 FEDERAL REVENUES	36,783	
5000 OTHER OPERATING EXP & SERVICES		36,783
Total Reference BC7418KJCU	\$36,783	\$36,783
Reason: Correction		
Description: Adjust revenues (prior and current year) for Pell Grant (SAC)		
BC7KXBGTEU 03/22/21		
8600 STATE REVENUES	58,652	
5000 OTHER OPERATING EXP & SERVICES		58,652
Total Reference BC7KXBGTEU	\$58,652	\$58,652
Reason: New Budget		
Description: FY20-21 one-time funds to support Veterans Resource Centers (SAC)		
BC8QZO3M1C 03/26/21		
8100 FEDERAL REVENUES	(275,000)	
5000 OTHER OPERATING EXP & SERVICES		(275,000)
Total Reference BC8QZO3M1C	\$(275,000)	\$(275,000)
Reason: Special Project Adjustment		
Description: Adjust HEERF II for Fund 74 transfer to EOPS Emergency Student Aid (SCC)		
BC9ZBEV3DH 03/26/21		
8100 FEDERAL REVENUES	(78,000)	
5000 OTHER OPERATING EXP & SERVICES		(78,000)
Total Reference BC9ZBEV3DH	\$(78,000)	\$(78,000)
Reason: Special Project Adjustment		
Description: Transfer to Fund 74 CAMP/Guardian Scholars Emergency Student Aid (SCC)		
BCC0MLUS2G 03/26/21		
8100 FEDERAL REVENUES	(200,000)	
5000 OTHER OPERATING EXP & SERVICES		(200,000)
Total Reference BCC0MLUS2G	\$(200,000)	\$(200,000)
Reason: Special Project Adjustment		
Description: Adjust HEERF II for Fund 74 transfer to DSPS Emergency Student Aid (SCC)		
BCHGF9RO84 03/22/21		
8600 STATE REVENUES	46,206	
5000 OTHER OPERATING EXP & SERVICES		46,206
Total Reference BCHGF9RO84	\$46,206	\$46,206
Reason: New Budget		
Description: Dreamer Resource Liaisons and student support services (SCC)		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 03/09/2021 To 03/29/2021
Board Meeting on 04/12/2021

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
BCLV3S50IG 03/17/21		
8600 STATE REVENUES	(42,438)	
5000 OTHER OPERATING EXP & SERVICES		(38,827)
7000 OTHER OUTGO		(3,611)
Total Reference BCLV3S50IG	\$(42,438)	\$(42,438)
Reason: Special Project Adjustment		
Description: Allocation to Fund 74 for AB 943 Student Emergency Fund (SAC)		
BCM7KDUP01 03/11/21		
8600 STATE REVENUES	(139,000)	
1000 ACADEMIC SALARIES		(28,958)
2000 CLASSIFIED SALARIES		(11,203)
3000 EMPLOYEE BENEFITS		(45,399)
4000 SUPPLIES & MATERIALS		(4,349)
5000 OTHER OPERATING EXP & SERVICES		(904)
7000 OTHER OUTGO		(48,187)
Total Reference BCM7KDUP01	\$(139,000)	\$(139,000)
Reason: Special Project Adjustment		
Description: Funds for SP21 EOPS Success Grants (SAC)		
BCNI2QCU9H 03/18/21		
8600 STATE REVENUES	93,108	
5000 OTHER OPERATING EXP & SERVICES		93,108
Total Reference BCNI2QCU9H	\$93,108	\$93,108
Reason: Special Project Adjustment		
Description: Additional Fair Share funding for VRC Total Ongoing Funding FY20-21 (SAC)		
BCS6A9GJ8C 03/26/21		
8100 FEDERAL REVENUES	(100,000)	
5000 OTHER OPERATING EXP & SERVICES		(100,000)
Total Reference BCS6A9GJ8C	\$(100,000)	\$(100,000)
Reason: Special Project Adjustment		
Description: Adjust HEERF II for Fund 74 transfer to ASG Emergency Student Aid (SCC)		
BCT7P9KSJ4 03/18/21		
8600 STATE REVENUES	72,816	
5000 OTHER OPERATING EXP & SERVICES		72,816
Total Reference BCT7P9KSJ4	\$72,816	\$72,816
Reason: New Budget		
Description: Dreamer Resource Liaisons and student support services (SAC)		
BCWKFM1IHS 03/17/21		
8100 FEDERAL REVENUES	(200,000)	
5000 OTHER OPERATING EXP & SERVICES		(200,000)
Total Reference BCWKFM1IHS	\$(200,000)	\$(200,000)
Reason: Special Project Adjustment		
Description: Adjust HEERF II for Fund 74 transfer to Non-Credit Emergency Student Aid (SCC)		
BCZRT48LI7 03/25/21		
8600 STATE REVENUES	30,583	
5000 OTHER OPERATING EXP & SERVICES		30,583
Total Reference BCZRT48LI7	\$30,583	\$30,583
Reason: Special Project Adjustment		
Description: Fair Share Funding for FY20-21 Veterans Resource Center (SCC)		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUDGET BOARD REPORT- ATTACHMENT

From 03/09/2021 To 03/29/2021

Board Meeting on 04/12/2021

BUDGET INCREASES AND DECREASES

		Revenue	Appropriation
<u>Fund 74: Student Financial Aid Fund</u>			
B026947	03/15/21		
8100	FEDERAL REVENUES	2,797,198	
7000	OTHER OUTGO		2,797,198
Total Reference B026947		\$2,797,198	\$2,797,198
Reason:	New Budget		
Description:	New budget for SAC HEERF II - Student Emergency Aid Portion		
BC1GWIB9JX	03/26/21		
8100	FEDERAL REVENUES	50,000	
7000	OTHER OUTGO		50,000
Total Reference BC1GWIB9JX		\$50,000	\$50,000
Reason:	Special Project Adjustment		
Description:	Increase to Veteran Emergency Student Aid account (SCC)		
BC3S97LI5F	03/26/21		
8100	FEDERAL REVENUES	275,000	
7000	OTHER OUTGO		275,000
Total Reference BC3S97LI5F		\$275,000	\$275,000
Reason:	Special Project Adjustment		
Description:	Increase EOPS Emergency Student Aid (SCC)		
BC4GNIOE7D	03/17/21		
8600	STATE REVENUES	42,438	
7000	OTHER OUTGO		42,438
Total Reference BC4GNIOE7D		\$42,438	\$42,438
Reason:	Special Project Adjustment		
Description:	Increase Fund 74 for AB 943 Student Emergency Assistance (SAC)		
BC4GTN35DQ	03/26/21		
8100	FEDERAL REVENUES	200,000	
7000	OTHER OUTGO		200,000
Total Reference BC4GTN35DQ		\$200,000	\$200,000
Reason:	Special Project Adjustment		
Description:	Increase DSPS Emergency Student Aid (SCC)		
BCDTC6HBJ5	03/17/21		
8100	FEDERAL REVENUES	200,000	
7000	OTHER OUTGO		200,000
Total Reference BCDTC6HBJ5		\$200,000	\$200,000
Reason:	Special Project Adjustment		
Description:	Increase Non-Credit Emergency Student Aid (SCC)		
BCKR8TP7IV	03/26/21		
8100	FEDERAL REVENUES	78,000	
7000	OTHER OUTGO		78,000
Total Reference BCKR8TP7IV		\$78,000	\$78,000
Reason:	Special Project Adjustment		
Description:	Increase CAMP/Guardian Scholars Emergency Student Aid (SCC)		
BCNWDQ1YHT	03/26/21		
8100	FEDERAL REVENUES	100,000	
7000	OTHER OUTGO		100,000
Total Reference BCNWDQ1YHT		\$100,000	\$100,000
Reason:	Special Project Adjustment		
Description:	Increase TRIO/UBMS Emergency Student Aid (SCC)		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 03/09/2021 To 03/29/2021
Board Meeting on 04/12/2021

BUDGET INCREASES AND DECREASES

Fund 74: Student Financial Aid Fund

		Revenue	Appropriation
BCQBLA57OE	03/11/21		
8600	STATE REVENUES	139,000	
7000	OTHER OUTGO		139,000
Total Reference BCQBLA57OE		\$139,000	\$139,000

Reason: Special Project Adjustment
Description: Funds for SP21 EOPS Success Grants (SAC)

BCVO4AHM70	03/26/21		
8100	FEDERAL REVENUES	100,000	
7000	OTHER OUTGO		100,000
Total Reference BCVO4AHM70		\$100,000	\$100,000

Reason: Special Project Adjustment
Description: Increase ASG Emergency Student Aid (SCC)

RECOMMENDATION

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

4.2 (8)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 03/09/2021 To 03/29/2021
Board Meeting on 04/12/2021**

BACKGROUND

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

ANALYSIS

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

INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
03/22/21	J063910	Overspent S.F.A.A. Fund 12 to Fund 11. Return unspent funds to the State; write-off \$0.97 due to rounding.	0.97

RECOMMENDATION

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

4.2 (9)

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

To:	Board of Trustees	Date: April 12, 2021
Re:	Approval of Agreement with Excelsior Elevator Corporation - Elevator Testing, Inspection, and Preventative Maintenance Services for Santa Ana College, Santiago Canyon College, Digital Media Center and the District Operations Center	
Action:	Request for Approval	

BACKGROUND

This is a new agreement for Elevator Testing, Inspection, and Preventative Maintenance Services for buildings at the following sites: Santa Ana College, Santiago Canyon College, Digital Media Center, and the District Operations Center. In accordance with Board Policy 6501, *Plant Maintenance and Operations General Policy Statement*, the District is required to test, inspect, and maintain all elevators on a monthly, bi-annual, and annual frequency to ensure the safe operation of all elevators across all buildings. After an assessment of the scope of work needed to ensure continued and proper operations of all elevators, it was determined that it would be in the best interest of the District to undertake a new Request for Qualifications/Request for Proposals to find a qualified service contractor who could provide these services across the District.

As required by the Division of Industrial Relations, Cal/OSHA (California Occupational Safety and Health Administration), Elevator Safety Orders, and Title 8 of the California Code of Regulations, elevators are required to be serviced by qualified elevator service companies possessing a conveyance license and certification. The Cal/OSHA Elevator Safety Orders require the servicing of all elevators as frequently as necessary but not less than monthly, an annual elevator test with Cal/OSHA, and a load test of all hydraulic elevators at intervals not to exceed five (5) years. Failure to inspect, maintain, and repair elevator equipment may result in a failed annual state inspection triggering a permit revocation until the elevator deficiencies are corrected and re-inspected.

The elevator service company will provide inspections and preventative maintenance services on a monthly, quarterly, semi-annually, and annual basis. The services include an annual and a 5-year elevator load test with Cal/OSHA. The scope of services includes: inspection, testing, and maintenance services on drip pans, brakes, rail machinery, linkages, contacts, brushes, platforms, relays, connectors, contacts, guide rails, sheaves, lamps, oil checks, linkages, gears, wiring motors, controllers, traveling cables, chains, car doors, gate tracks, hangers, car sills, side and top exits, pushbuttons, brake drums, counterweights, microcomputer devices, electrical driving equipment, door operators, car door hangers, door protective devices, load weighting equipment,

car frames, car safety mechanisms, counterweight guides, rollers, emergency car lighting, thrust bearings, hydraulic fluid, hydraulic lifts, electrical lifts, hoistway interlocks, motors, motor generators, motor windings, rotating elements, bearings, and other specialty elevator equipment such as electric traction systems. The services also include repairs and corrections of deficiencies which vary in scope depending on inspection results.

ANALYSIS

A Request for Qualifications/Request for Proposal (RFQ/RFP) #2021-288 was released for advertisement on December 15, 2020 with a due date of February 3, 2021. It was advertised in the Orange County Register on December 17, 2020 and December 27, 2020 and posted on the District's website. Nine interested elevator service companies were also sent the RFQ/RFP. The District received five proposals from Amtech Elevator Services (Cerritos), Excelsior Elevator Corporation (Santa Ana), GMS Elevator Services (San Dimas), KONE, Incorporated (Cypress), and Otis Elevator Company (Anaheim). A screening panel of eight members convened on February 4, 2021 to review all proposals and interviewed Amtech Elevator Services; Excelsior Elevator Corporation; and KONE, Incorporated on February 16, 2021. The screening panel unanimously recommends Excelsior Elevator Corporation after a thorough review and based on a culmination of their response, experience, team members, reference checks, approach, rates, and interview performance. It is recommended the District enter into an agreement with Excelsior Elevator Corporation to provide Elevator Testing, Inspection, and Preventative Maintenance Services for Santa Ana College, Santiago Canyon College, Digital Media Center and the District Operations Center. Please [click here](#) to see the agreement.

The services covered by this agreement shall commence May 1, 2021 and end April 30, 2026. The contract is a total not to exceed fee of \$474,384 for five (5) years.

The total five (5) year breakdown is fixed as follows:

Year 1 (May 1, 2021 – April 30, 2022):	\$ 52,856.00
Year 2 (May 1, 2022 – April 30, 2023):	\$ 52,856.00
Year 3 (May 1, 2023 – April 30, 2024):	\$ 62,558.00
Year 4 (May 1, 2024 – April 30, 2025):	\$ 64,114.00
Year 5 (May 1, 2025 – April 30, 2026):	\$ 65,540.00
Repair Allowance per the terms of the RFQ/RFP:	<u>\$176,460.00</u>
Total Not to Exceed (Years 1-5):	\$474,384.00

The RFQ/RFP outlined a five (5) year contract duration based on the scope of work that is required across all the buildings involved and are per the terms of the agreement. The screening panel reviewed the fee and determined it to be reasonable and within the industry standards for the scope of work outlined in the RFQ/RFP.

This agreement is funded by General Fund Unrestricted and General Fund Unrestricted One-Time Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Excelsior Elevator Corporation - Elevator Testing, Inspection, and Preventative Maintenance Services for Santa Ana College, Santiago Canyon College, Digital Media Center and the District Operations Center as presented.

Fiscal Impact:	\$474,384.00	Board Date: April 12, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor of Facility Planning, District Construction and Support Services on behalf of Arleen Satele and Bart Hoffman, Vice Presidents of Administrative Services and Sarah Santoyo, Assistant Vice Chancellor of Educational Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 4/12/2021

Project: Elevator Testing, Inspection, and Preventative Maintenance Services

Site: **Santa Ana College,
Santiago Canyon College,
Digital Media Center and the
District Operations Center**

Consultants: **Excelsior Elevator Corporation**

Type of Service: Elevator Testing, Inspection, and Preventative Maintenance Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$474,384.00		5/1/2021	4/30/2026
Total Agreement Amount	\$474,384.00			

AGREEMENT NO: 0407.00/ DESCRIPTION:

This agreement #0407.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$474,384.00**

Contract End Date: **4/30/2026**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: April 12, 2021
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed.

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<u>Fiscal Year 2021/22</u>		
1. 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. (21/22, 22/23). <i>No match required.</i>	03/18/2021	\$200,000
<u>Fiscal Year 2020/21</u>		
2. Statewide Director – Information Communications Technology (ICT)/Digital Media (DO) - <i>Augmentation</i> Grant award from the California Community Colleges Chancellor’s Office to develop ICT/Digital Media programs throughout the state by providing up-to-date information on industry trends and workforce needs, as well as providing in-region investments for professional development and faculty lead projects to develop CTE programs in these fields. (20/21). <i>The match required for the augmentation of \$50,000 will be met entirely by third party in-kind contributions.</i>	03/24/2021	\$50,000
3. Statewide Director – Retail/Hospitality/Tourism (DO) - <i>Augmentation</i> Grant award from the California Community Colleges Chancellor’s Office to Retail/Hospitality/Tourism programs throughout the state by providing up-to-date information on industry trends and workforce needs, coordinating alignment of industry sector work by the regional directors, as well as providing colleges with successful models and best practices. (20/21). <i>The match required for the augmentation of \$50,000 will be met entirely by third party in-kind contributions.</i>	03/24/2021	\$50,000

RECOMMENDATION

It is recommended that the Board approve these items and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact:	\$300,000	Board Date: April 12, 2021
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2xxx
NAME: Song-Brown Health Care Workforce Training Program - Registered Nurse Education
Capitation Grant for Associate Degree Nursing (ADN) Program (Santa Ana College)
FISCAL YEAR: 2021/2022 and 2022/2023

CONTRACT PERIOD: 07/01/2021 - 08/30/2023
CONTRACT INCOME: \$200,000
PRIME SPONSOR: State of California, Health and Human Services Agency
FISCAL AGENT: Office of Statewide Health Planning & Development
PRIME AWARD No.: GA20-SBRNC-1000639

PROJ ADM.: Saeid Eidgahy
PROJ. DIR.: Mary Steckler
Date: 03/29/2021

GL Account String	Description	Year 1	Year 2	New Budget	
				Debit	Credit
12-2xxx-000000-10000-8659	Other Reimb Categorical Allow : Santa Ana College				200,000
12-2xxx-123010-16640-1310	Part-Time Instructors : Nursing (Y1) \$76.26/hr. x 8 LHE x 18 hrs. x 2 semesters (Y1) Simulation Lab: \$76.26/hr. x 70 hrs. (Y2) \$77.02/hr. x 7.5 LHE x 18 hrs. x 2 semesters (Y2) Simulation Lab: \$77.02/hr. x 70 hrs.	27,301	26,188	53,489	
12-2xxx-123010-16640-2420	Inst Assistant - Hourly : Nursing (Y1) Learning Facilitators, \$22.51/hr. x 108 hrs. (Y2) Learning Facilitators, \$22.74/hr. x 80 hrs.	2,431	1,819	4,250	
12-2xxx-123010-16640-3111	STRS - Instructional : Nursing	4,346	4,229	8,575	
12-2xxx-123010-16640-3321	Medicare - Instructional : Nursing	431	406	837	
12-2xxx-123010-16640-3331	PARS - Instructional : Nursing	32	24	56	
12-2xxx-123010-16640-3431	H & W - Retiree Fund Inst : Nursing	595	560	1,155	
12-2xxx-123010-16640-3511	SUI - Instructional : Nursing	15	14	29	
12-2xxx-123010-16640-3611	WCI - Instructional : Nursing	446	420	866	
12-2xxx-649000-16640-2130	Classified Employees : Nursing Elva Negrete, Student Services Coord. @ 43%	41,267	41,680	82,947	
12-2xxx-649000-16640-3215	PERS - Non-Instructional : Nursing	9,491	10,795	20,286	
12-2xxx-649000-16640-3315	OASDHI - Non-Instructional : Nursing	2,599	2,624	5,223	
12-2xxx-649000-16640-3325	Medicare - Non-Instructional : Nursing	608	614	1,222	
12-2xxx-649000-16640-3415	H & W - Non-Instructional : Nursing	8,305	8,480	16,785	
12-2xxx-649000-16640-3435	H & W - Retiree Fund Non-Inst : Nursing	838	846	1,684	
12-2xxx-649000-16640-3515	SUI - Non-Instructional : Nursing	21	21	42	
12-2xxx-649000-16640-3615	WCI - Non-Instructional : Nursing	629	635	1,264	
12-2xxx-649000-16640-3915	Other Benefits - Non-Instruct : Nursing	645	645	1,290	
	Total 2xxx - Song-Brown Capitation (SAC)	100,000	100,000	200,000	200,000

5.1 (3)

ABSTRACT

Organizational Overview: The Song-Brown Health Care Workforce Training Program – Registered Nurse Education - Capitation for Associate Degree Nursing Program is a 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. The grant award term shall take effect on the 07-01-2021 and shall terminate on 08-30-2023.

Services/activities that will be provided during the performance period: Grantee agrees to the following Scope of Work.

The Grantee will comply with the Registered Nurse Standards adopted by the California Healthcare Workforce Policy and under the direction of the Program Director use grant funds to provide nursing education for ten (10) nursing students in the 2021/2022 payment year and ten (10) nursing students in the 2022/2023 payment year.

The Office of Statewide Health Planning and Development (OSHPD) works to increase and diversify California's health workforce through the Healthcare Workforce Development Division (HWDD). The Song-Brown Program funds institutions that train primary care health professionals to provide health care in California's medically underserved areas. Song-Brown goals are the success in meeting the three statutory priorities:

- Attracting and admitting underrepresented minorities and those from underserved communities
- Training students in underserved areas
- Placing graduates in underserved areas

SPECIAL PROJECT DETAILED BUDGET AUGMENTATION: # 2537
NAME: Information Communications Technology (ICT)/Digital Media Statewide Director
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 07/01/20 - 12/31/21

PROJ ADM: Enrique Perez

CONTRACT AWARD: \$300,000

Date: 03/26/21

AUGMENTATION: \$50,000

TOTAL AWARD: \$350,000

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: 20-158-001

GL Account String	Description	Existing Budget		Revised Budget		Budget Change +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2537-000000-50000-8659	Other Reimb Categorical Allow : District Operations		300,000		350,000		50,000
12-2537-672000-50000-5865	Indirect Costs : District Operations @ 4%	11,538		13,462		1,924	
12-2537-679000-53305-5100	Contracted Services : Educational Services Office - <i>Independent Contractor, Steve Wright, LLC \$214,637.50</i> <i>(\$42,927.50 x 5 quarters = \$214,637.50)</i> - <i>Communication and project management expenses</i> <i>(Integrative Impact LLC - Nicole Sherman) \$45,000</i>	216,710		259,638		42,928	
12-2537-679000-53345-2130	Classified Employees : Reso - <i>M. Gonzalez, Interim Res. Dev. Coordinator</i> <i>(16-1 @ 35%) March 2021 - June 2021</i> <i>(16-1 @ 41%) July 2021 - December 2021</i>	44,243		53,331		9,088	
12-2537-679000-53345-3215	PERS - Non-Instructional :	9,158		9,035			123
12-2537-679000-53345-3315	OASDHI - Non-Instructional	2,790		3,366		576	
12-2537-679000-53345-3325	Medicare - Non-Instructiona	652		787		135	
12-2537-679000-53345-3415	H & W - Non-Instructional :	12,967		7,851			5,116
12-2537-679000-53345-3435	H & W - Retiree Fund Non-In	495		724		229	
12-2537-679000-53345-3515	SUI - Non-Instructional :	22		22			-
12-2537-679000-53345-3615	WCI - Non-Instructional :	675		815		140	
12-2537-679000-53345-3915	Other Benefits - Non-Instru	750		970		220	
	Total - 2537 ICT/Digital Media Statewide Director	300,000	300,000	350,000	350,000	55,239	55,239

5.1
(5)

The match required is \$350,000 (that includes \$50,000 for award augmentation) that will be met entirely by third party in-kind contributions.



M

March 24, 2021

TO: Marvin Martinez, Chancellor

FROM: Sheneui Weber, Vice Chancellor
Workforce and Economic Development Division

RE: Amendment: 2020-21 Grant Facesheet for Statewide Directors (SDs) Information & Communication Technologies (ICT) & Digital Media

Attached please find the revised facesheet for the FY 2020-2021 grant for the Statewide Director, for Information & Communication Technologies (ICT) & Digital Media, the grant terms has been amended as follows:

- 1) Grant period have been extended for three-months to end on December 31, 2021.
- 2) The grant amount has been augmented by \$50,000 to total \$350,000.

All other grant terms remain the same, except the final report is now due on January 31, 2021.

Should you have any questions regarding this change, please contact your program monitor. The list of program monitors may be found at <https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/Staff-Directory>

SPECIAL PROJECT DETAILED BUDGET AUGMENTATION #2567
NAME: Statewide Director - Retail Hospitality/Tourism/Learn and Earn
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 7/1/2020 - 12/31/2021

CONTRACT AWARD: \$300,000

AUGMENTATION: \$50,000

TOTAL AWARD: \$350,000

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: 20-151-001

PROJ. ADM. Enrique Perez

PROJ. DIR. Joy Hermsen

Date: 03/26/21

GL Account String	Description	Existing Budget		Revised Budget		Budget Change +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2567-000000-50000-8659	Other Reimb Categorical Allow : District Operations		300,000		350,000		50,000
12-2567-672000-50000-5865	Indirect Cost : District	11,538		13,462		1,924	
12-2567-679000-53345-2130	Classified Employees : Reso - M. Gonzalez, Interim Res. Dev. Coordinator (16-1 @ 50%) March 2021 - June 2021 (16-1 @ 39.5%) July 2021 - December 2021	43,350		45,057		1,707	
12-2567-679000-53345-3215	PERS - Non-Instructional :	8,973		8,207		-766	
12-2567-679000-53345-3315	OASDHI - Non-Instructional	2,734		2,854		120	
12-2567-679000-53345-3325	Medicare - Non-Instructiona	639		667		28	
12-2567-679000-53345-3415	H & W - Non-Instructional :	12,965		5,965			7,000
12-2567-679000-53345-3435	H & W - Retiree Fund Non-In	485		628		143	
12-2567-679000-53345-3515	SUI - Non-Instructional : R	22		21			1
12-2567-679000-53345-3615	WCI - Non-Instructional : R	661		690		29	
12-2567-679000-53345-3915	Other Benefits - Non-Instru	750		950		200	
12-2567-684000-53305-2110	Classified Management : Edu - Joy Hermsen, Statewide Director, RHT (C-2 @100%) March 2021 - June 2021 (C-3 @100%) July 2021 - December 2021	139,492		175,656		36,164	
12-2567-684000-53305-3215	PERS - Non-Instructional :	28,875		35,648		6,773	
12-2567-684000-53305-3315	OASDHI - Non-Instructional	8,854		11,096		2,242	
12-2567-684000-53305-3325	Medicare - Non-Instructiona	2,071		2,595		524	
12-2567-684000-53305-3415	H & W - Non-Instructional :	20,610		27,139		6,529	
12-2567-684000-53305-3435	H & W - Retiree Fund Non-In	1,571		2,629		1,058	

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(7)

SPECIAL PROJECT DETAILED BUDGET AUGMENTATION #2567
NAME: Statewide Director - Retail Hospitality/Tourism/Learn and Earn
FISCAL YEAR: 2020/2021

CONTRACT PERIOD: 7/1/2020 - 12/31/2021

CONTRACT AWARD: \$300,000

AUGMENTATION: \$50,000

TOTAL AWARD: \$350,000

PRIME SPONSOR: California Community Colleges Chancellor's Office

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: 20-151-001

PROJ. ADM. Enrique Perez

PROJ. DIR. Joy Hermsen

Date: 03/26/21

GL Account String	Description	Existing Budget		Revised Budget		Budget Change +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2567-684000-53305-3515	SUI - Non-Instructional : E	71		89		18	
12-2567-684000-53305-3615	WCI - Non-Instructional : E	2,142		2,682		540	
12-2567-684000-53305-3915	Other Benefits - Non-Instru	3,320		3,162			158
12-2567-684000-53345-4610	Non-Instructional Supplies :	50		50			0
12-2567-684000-53345-5100	Contracted Services:	9,115		9,000			115
12-2567-684000-53345-5220	Mileage/Parking Expenses :	480		480		0	
12-2567-684000-53345-5940	Reproduction/Printing Expen	0		0		0	
12-2567-684000-53345-5950	Software License and Fees :	1,232		1,270		38	
	Total # 2567 SN RHT FY 20/21 (Funded)	300,000	300,000	350,000	350,000	57,274	57,274

The match required is \$350,000 (that includes \$50,000 for award augmentation) that will be met entirely by third party in-kind contributions.

5.1 (8)



M

MEMORANDU

March 24, 2021

TO: Marvin Martinez, Chancellor

FROM: Sheneui Weber, Vice Chancellor
Workforce and Economic Development Division

RE: Amendment: 2020-21 Grant Facesheet for Statewide Directors (SDs)
Retail Hospitality Tourism (RHT)

Attached please find the revised facesheet for the FY 2020-2021 grant for the Statewide Director, for **Retail Hospitality Tourism (RHT)**, the grant terms has been amended as follows:

- 1) Grant period have been extended for three-months to end on December 31, 2021.
- 2) The grant amount has been augmented by \$50,000 to total \$350,000.

All other grant terms remain the same, except the final report is now due on January 31, 2021.

Should you have any questions regarding this change, please contact your program monitor. The list of program monitors may be found at <https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/Workforce-and-Economic-Development/Staff-Directory>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: April 12, 2021
Re: Approval of Child Plus Software Subscription for Child Development Services' Early Head Start Program	
Action: Request for Approval	

BACKGROUND

The Child Development Services Department manages an Early Head Start grant with a funded enrollment of 140 infants, toddlers and expectant mothers. The Head Start Federal Performance Standards require the collection of comprehensive demographic and service data reported monthly and in a yearly comprehensive Program Information Report (PIR) for the Head Start Congregational Report. The Child Plus Software is a five year software program subscription which facilitates the collection, aggregation and reporting of all required data.

ANALYSIS

After investigating the two software programs currently on the market, the District recommends Child Plus because it meets the needs of our Early Head Start small program. Unlike the competitor, Child Plus is specifically designed for small programs and includes all the necessary modules to meet the Federal Performance Standards collection and reporting requirements. The Board of Trustees is asked to approve the purchase of the five year Child Plus software subscription, from April 1, 2021 – March 31, 2026, for Child Development Services' Early Head Start Program.

The Child Plus software subscription purchase is funded by the Fund 33- Child Development Services categorical budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the purchase of the Child Plus software subscription for Child Development Services' Early Head Start Program.

Fiscal Impact: \$28,368	Board Date: April 12, 2021
Prepared by: Janneth Linnell, Executive Director of Child Development Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

Invoice



ChildPlus Software
303 Perimeter Center North, STE 400
Atlanta, GA 30346-2487

Sold To:

Rancho Santiago Community Coll
2323 N BROADWAY STE 319
SANTA ANA, CA 92706-1606

Invoice Number: 2102022-IN

Invoice Date: 2/2/2021

Salesperson: APR

Customer Number: CASARAN

Customer P.O.:

Attention: Amy Tray

Terms: NET 30 DAYS

Item Code	Description	Quantity	Price	Amount
CP-RENEWALSUB 4/1/2021-3/31/2022	ChildPlus Subscription - Renew	150	\$28.500	\$4,275.00
CP-RENEWALSUB 4/1/2022-3/31/2023	ChildPlus Subscription - Renew	150	\$35.620	\$5,343.00
CP-RENEWALSUB 4/1/2023-3/31/2024	ChildPlus Subscription - Renew	150	\$41.667	\$6,250.00
CP-RENEWALSUB 4/1/2024-3/31/2025	ChildPlus Subscription - Renew	150	\$41.667	\$6,250.00
CP-RENEWALSUB 4/1/2025-3/31/2026	ChildPlus Subscription - Renew	150	\$41.667	\$6,250.00

Your annual ChildPlus subscription will expire on Mar. 31.
To renew your subscription, remit payment via check or ACH
within 30-days to avoid disruption with your subscription.
Thank you for choosing ChildPlus!

Billing Inquiries

Email: salesadmin@childplus.com
Phone: (800) 888-6674

Federal EIN: 58-1923757

www.childplus.com

Net Invoice: \$28,368.00

Sales Tax: \$0.00

Invoice Total: \$28,368.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: April 12, 2021
Re: Approval of ZONO Sanitizing Cabinet Purchase for SAC ECEC Child Development Center	
Action: Request for Approval	

BACKGROUND

The California Department of Social Services, Community Care Licensing-Child Care requires child development centers to clean, sanitize and disinfect all toys and materials in the infant and toddler learning environments daily. In addition to these guidelines, the California Department of Education, California Department of Public Health and The Centers for Disease Control and Prevention have augmented the cleaning, sanitization and disinfection requirements during the COVID-19 pandemic for all schools and child care centers.

ANALYSIS

The ZONO Sanitizing Cabinet was determined by the District to meet the heightened cleaning, disinfecting, and sanitizing needs of the infant and toddler classrooms at the Santa Ana College Child Development Center. It is 99.9% effective in killing viruses (including COVID-19), germs, lice and bed bugs. This cabinet will reduce toy and material cleaning time for staff and enable them to use their time more efficiently. The ZONO Sanitizing Cabinet will be incorporated in the daily cleaning, sanitizing, and disinfecting of the infant and toddler classroom protocols and processes that will remain in place after the pandemic. Specific categorical funds are currently available and will be used for the purchase. The Board of Trustees is asked to approve the purchase of the ZONO Sanitizing Cabinet for the SAC ECEC Child Development Center.

The ZONO Sanitizing Cabinet purchase will be funded by the Fund 33- Child Development Services categorical budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the purchase of the ZONO Sanitizing Cabinet for SAC ECEC Child Development Center.








Fiscal Impact: \$26,985	Board Date: April 12, 2021
Prepared by: Janneth Linnell, Executive Director of Child Development Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	



Innovative Healthcare Solutions, LLC
 707 Pony Ghost Trails
 Blue Ridge, GA 30513
 www.ihsolutionsusa.com

SALES QUOTE

We help Head Start Communities fight illness and infectious outbreaks using new technologies which promote a healthy learning environment.

	ZONO kills 99.9% of bacteria and viruses. It sanitizes* many different surfaces including plastics, cloth, and electronics without the use of harsh liquid chemicals.
	ZONO is the centerpiece of a comprehensive sanitizing program. Sanitizing helps keep children, staff, and their families healthy, present, and performing at their best.
	ZONO is safe. It uses ozone, which sanitizes/disinfects much of the food we eat and water we drink. Numerous safety features exist inside and outside the units, which are safe to operate in work/play areas.
	ZONO benefits your bottom line. It reduces costs of purchasing chemicals and staff time spent applying them. Items last longer without being bathed in harsh chemicals.
	ZONO is quick and easy. Easy to set up, easy to operate. Put items in a rack, roll them into the ZONO and 30 minutes later you can use the item, no rinsing, no wiping and no worry. Sanitizing cycles last only 30 minutes.
	ZONO is environmentally friendly. It uses very small amounts of water and electricity, and reduces the need to bring toxic chemicals into your environment.
	ZONO has exceptional customer service. Your IHS Representative will work with you to plan for optimal placement and operation of your machine. ZONO offers a nationwide service network available to address any issues.

Simple. Safe. Sustainable.

INNOVATIVE HEALTHCARE SOLUTIONS, LLC
 Exclusive Distributor of ZONO Technologies & SecurLinx Identity Management

Jim Axle, National Sales Manager
 248-505-2317
jim@ihsolutionsusa.com
www.ihsolutionsusa.com

*Staphylococcus Aureus, Methicillin-Resistant Staphylococcus Aureus, Escherichia Coli, Streptococcus Pnerumonia, Streptococcus Pyogenes, Shigella Dystenriae, Salmonella Enteritidis, Pseudomonas Aeruginosa on non-porous, semi-porous and porous surfaces.
 +Norovirus on non-porous surfaces



Innovative Healthcare Solutions, LLC
 707 Pony Ghost Trails
 Blue Ridge, GA 30513
 www.ihcsolutionsusa.com



**"An Authorized
 Distributor
 for ZONO Technologies"**

TO: My Le Pham
 Quality Assurance Director
 Rancho Santiago Community College District
 1530 W. 17th St
 Santa Ana, CA 92706

Date: 3/15/21
Payment Due: Upon Delivery

**Prices and Terms valid through
 6/30/2021**

Quoted by: Shawn Scahill

PHONE: 714-480-7542
EMAIL: pham_myle@rscgd.edu

760-216-2881
sds@thediscoverysource.com

Item	Unit Price	Qty	Total Price
ZONO SC2 Double Door Sanitizing Cabinet with Heat (Dimensions: 52 3/16" w x 29 1/8" d x 76 1/8" h) Weight: 284 lbs. Connects to ordinary 120 volt electrical outlet.	\$ 23,200.00	1	\$ 23,200.00
Toy Carts	\$ 525.00	3	Included
Trays	\$ 15.00	21	Included
Mat Carts	\$ 475.00		Included
WARRANTY			
Standard Warranty: 3 years following equipment	Included	1	Included
Additional Individual Years of Coverage: \$450 per year,	\$ 450.00		\$ -

Standard Warranty & ZONO+ Extended Service Plans are provided by the warranty service provider ("Warranty Provider"): ZONO Sanitech, LLC, 147 Technology Parkway Ste.100, Peachtree Corners GA 30092. Phone 404-394-2232; email: service@zonosanitech.com

DELIVERY: Unit is manufactured to order and available to ship within 8 to 10 weeks.			
White Glove Delivery: Unit is set up in your center.	\$ 1,500.00	1	\$ 1,500.00

SUBTOTAL			\$ 24,700.00
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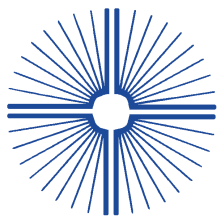
TAX Please Send Us Tax Exempt Documentation			
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****Note that tax is not applied to quotation but will be added to invoice if applicable.**

Total Price			\$ 24,700.00
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Nationwide service network is promptly available. An ozone sensor is required to be changed each year for a cost of approximately \$200. Cost is covered by ZONO for units under warranty.

****Note that any orders exceeding 4 units (5 or more) requires a down payment of half (50%) of the quoted total price shown.**



COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

2017 O Street, Sacramento, CA 95811

(916) 444-8641

(916) 444-2954 fax

www.ccleague.org

DATE: February 18, 2021

TO: California Community College District Chancellors and Superintendent/Presidents

FROM: Rina Kasim, Member Resources Associate

SUBJECT: CCCT BOARD ELECTION — 2021

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT Board of the League will take place between March 10 and April 25. This year there are seven (7) seats up for re-election on the board, with one (1) incumbent running, and six (6) vacancies.

Each community college district governing board shall have one vote for each of the seven seats on the CCCT Board. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve a three-year term.

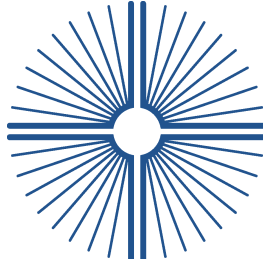
The 18 trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 12, 2021. **As last year, the votes will be collected via eBallot. Voting instructions will be sent closer to the start of the voting period.** Candidates' statements and bios are also available on the League's website here: <https://www.ccleague.org/about-us/california-community-college-trustees-ccct>

Votes must be submitted **no later than April 25**. Results will be announced ahead of the CCCT Annual Conference in May.

If you have any questions on the CCCT Board election, please contact Rina Kasim at the League office at rina@ccleague.org

Attachments:

- List of Candidates in Random Order
- Candidates' Biographic Sketches and Statements



2021 CCCT BOARD ELECTION
CANDIDATES LISTED IN SECRETARY OF STATE'S
RANDOM DRAWING ORDER OF FEBRUARY 12, 2021

VOTE FOR NO MORE THAN SEVEN (7) CANDIDATES

1. Yvette Davis, Glendale CCD
2. Tina Arias Miller, Rancho Santiago CCD
3. Marguerite Bulkin, Yosemite CCD
4. Edralin Maduli, Chabot- Las Positas CCD
5. Bernardo Perez, Ventura County CCD
6. Gregory Pensa, Allan Hancock Joint CCD*
7. Kendall Pierson, Shasta-Tehama-Trinity Joint CCD
8. Mary Strobridge, San Luis Obispo County CCD
9. ~~Alan Siemer, Lassen CCD~~
10. Cindi Reiss, Peralta CCD
11. Mark Edney, Imperial CCD
12. Barbara Calhoun, Compton CCD
13. Nan Gomez-Heitzeberg, Kern CCD
14. Margaret Fishman, Sonoma County Junior College District
15. Mary Lombardo, Copper Mountain CCD
16. Michele Jenkins, Santa Clarita CCD
17. Carolyn Inmon, South Orange County CCD
18. Deborah Ikeda, State Center CCD

* Incumbent

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Board of Trustees Office)

To:	Board of Trustees	Date: April 12, 2021
Re:	Approval of Board Legislative Committee Recommendations	
Action:	Request for Action	

BACKGROUND

The Board Legislative Committee met on March 25, 2021, to review legislative bills and recommend positions on each bill to the full board.

ANALYSIS

After review of the following bills, Chairperson Larry Labrado and committee members Dr. Tina Arias Miller and Mr. Sal Tinajero recommend the following action:

Support

- Assembly Bill (AB) 102 (Holden) – College and Career Access Pathways Partnerships
- AB 103 (Holden) – College and Career Access Pathways Partnerships: County
- AB 421 (Ward) – Career Development and College Preparation Courses
- AB 576 (Maienschein) – Community College Apportionments: Waiver of Open Course Provisions: Military Personnel
- AB 927 (Medina) – Community Colleges: Statewide Baccalaureate Degree Pilot Program
- AB 1187 (Irwin) – Community Colleges: Tutoring
- AB 1456 (Medina) – Student Financial Aid: Cal Grant Reform Act

RECOMMENDATION

It is recommended that the board review and approve the Board Legislative Committee's recommendations on the abovementioned bills.

Fiscal Impact:	None	Board Date: April 12, 2021
Prepared by:	Anita Lucarelli, Interim Assistant to the Board of Trustees	
Submitted by:	Board Legislative Committee	
Recommended by:	Marvin Martinez, Chancellor	

TOWNSEND

PUBLIC AFFAIRS

EST TPA 1998

MEMO

To: Rancho Santiago Community College District
Board Legislative Committee

From: Townsend Public Affairs, Inc.
Casey Elliott, State Capitol Director
Laura Kroger, Senior Associate

Date: March 25, 2021

Subject: Legislation for Consideration

Priority Legislation

The deadline to introduce new legislation in the 2021 Legislative Session passed on February 19th. All newly introduced bills must wait a minimum of 30 days before they can be considered by the Assembly or Senate; however, it is likely that most bills will be heard in policy committee in late-March and April.

Below are the upcoming relevant dates for the Legislature:

April 30th – Last day for policy committees to pass fiscal bills
May 7th – Last day for policy committees to pass non-fiscal bills
May 21st – Last day for fiscal committees to pass bills
June 4th – Last day for bills to pass their House of Origin

Below are bills that have been introduced that the District may wish to considering for a position:

AB 102 (Holden) – College and Career Access Pathways partnerships

Status: This bill has been referred to the Assembly Higher Education Committee and is scheduled to be heard on March 24th.

Summary: Current law authorizes a community college district to enter into a College and Career Access Pathways (CCAP) partnership with a school district. The authority to enter into a CCAP partnership sunsets on January 1, 2027. This bill would remove the sunset and extend the laws related to CCAP partnerships indefinitely.

Impact: This bill would remove any concerns about the future status of the District's CCAP partnerships with local school districts.

Recommendation: Support



AB 103 (Holden) – College and Career Access Pathways partnerships: county offices of education

Status: This bill has been referred to the Assembly Higher Education Committee. This bill has not yet been set for a hearing.

Summary: Current law authorizes a community college district to enter into a College and Career Access Pathways (CCAP) partnership with a school district. This bill would allow the community college districts to enter into CCAP partnerships with a community school, continuation high school, or juvenile court school.

Impact: This bill would expand the types of high schools that the District could partner with to offer CCAP opportunities.

Recommendation: Support

AB 421 (Ward) – Career development and college preparation courses

Status: This bill has been referred to the Assembly Higher Education Committee and is scheduled to be heard on March 24th.

Summary: Would require the Board of Governors of the California Community Colleges to adopt regulations, no later than May 31, 2022, requiring the accounting, for purposes of state funding of community colleges, of students enrolled in term-length development and college preparatory courses to be conducted by positive attendance count or on a census date basis.

Impact: This bill has the potential to impact the funding that the District receives based on the actual count of enrolled students present at each class meeting. While positive attendance is used for noncredit courses, this would apply positive attendance to college preparatory courses.

Recommendation: Watch

AB 576 (Maienschein) – Community college apportionments: waiver of open course provisions: military personnel

Status: This bill has been referred to the Assembly Higher Education Committee and is scheduled to be heard on March 24th.

Summary: This bill would waive open course provisions for classes the district provides to military personnel on a military base and would authorize the board of governors to include the units of full-time equivalent students generated in those classes for purposes of state apportionments.

Impact: The ability to waive open course provisions could allow for additional course offerings to military personnel on military bases and increase the number of full-time equivalent students.

Recommendation: Support



AB 927 (Medina) – Community colleges: statewide baccalaureate degree pilot program

Status: This bill has been referred to the Assembly Higher Education Committee. This bill has not yet been set for a hearing.

Summary: Current law authorizes the Board of Governors of the California Community Colleges, to establish a statewide baccalaureate degree pilot program until July 1, 2026. This bill would make permanent the current fifteen community college baccalaureate degree programs. The bill would also authorize an expansion of that program to authorize additional districts and colleges to apply to the State Chancellor’s Office for approval of additional baccalaureate degree programs.

Impact: Would make permanent the District’s Occupational Therapy Degree program. Additionally, the bill removes the limitation of one baccalaureate degree program per district, so the District could pursue another program, if appropriate.

Recommendation: Support

AB 1187 (Irwin) – Community colleges: tutoring

Status: This bill has been referred to the Assembly Higher Education Committee. This bill has not yet been set for a hearing.

Summary: This bill would provide that supervised tutoring for basic skills and for degree-applicable, transfer-level courses, is eligible for state apportionment funding.

Impact: This bill would increase funding to the District by creating an additional category of noncredit courses which are eligible for apportionment funding.

Recommendation: Support

AB 1456 (Medina) – Student financial aid: Cal Grant Reform Act

Status: This bill has been referred to the Assembly Higher Education Committee. This bill has not yet been set for a hearing.

Summary: Would enact the Cal Grant Reform Act, which would revise and recast the provisions establishing and governing the existing Cal Grant programs and the Middle Class Scholarship Program into a new Cal Grant Program. Specifically:

- Would establish two Cal Grants: one for community college students called the Cal Grant 2, and another for students at four-year universities called Cal Grant 4.
- Cal Grant 2 would be available to community college students whose families are not expected to contribute at all to their college costs.
- There would be no age or time out of high school restrictions and students wouldn’t need a minimum grade point average.
- The award would be for non-tuition expenses and, assuming current funding levels, would be worth \$1,250 — down from the \$1,656 awards available to students now. (Larger awards may be available to students who are parents.)



- The Student Aid Commission estimates that approximately 279,000 community college students would be eligible for Cal Grants, under this proposal, up from the approximately 124,000 who are currently eligible.

Impact: This bill is aimed at making it easier for low-income students to received Cal Grants. The bill would likely result in many middle-class students becoming ineligible for Cal Grants, but they could still receive assistance from the Middle Class Scholarship.

Recommendation: Watch



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

**IN SUPPORT OF DECLARING APRIL
CALIFORNIA COMMUNITY COLLEGE MONTH**

Resolution No. 21-04

WHEREAS, the California Community Colleges, the largest system of higher education in the country serving more than 2.1 million students, is an essential resource for the State of California, its people and its economy; and

WHEREAS, the Rancho Santiago Community College District provides educational opportunities for students who wish to transfer to a four-year university; and

WHEREAS, the Rancho Santiago Community College District offers career education programs for students to be competitive in today’s demanding workforce, providing them with the skills and knowledge needed to obtain higher wage jobs and supplying the state’s fastest-growing industries with the skilled labor upon which their success depends; and

WHEREAS, the California Community Colleges bring higher education within the reach of every Californian because of their open admissions, low enrollment fees, financial assistance for low-income students, academic and career guidance, outstanding teaching by dedicated faculty, and specialized support services for students; and

WHEREAS, California’s public community colleges represent an accessible path to a better life for generations of low-income and working-class Californians, and provides innovative programs that respond quickly to the needs of students, employers and regional economies that serve as a primary driver of social and economic mobility for Californians; and

WHEREAS, by 2027, 70 percent of U.S. jobs will require some type of college credential or degree, the California Community Colleges Board of Governors adopted the Vision for Success, a strategic plan that articulates bold goals to improve student outcomes, including increased attainment of degrees and certificates, transfer to four-year institutions, reducing excess unit accumulation by students, securing gainful employment and closing achievement gaps; and

WHEREAS, California’s 116 community colleges are an indispensable investment in our state’s present and future prosperity; and

WHEREAS, April is celebrated as Community College Month across the nation; and

THEREFORE, BE IT RESOLVED that the Rancho Santiago Community College District urges the residents of Orange County to participate in public events held on local community college campuses during California Community College Month; and

THEREFORE BE IT FURTHER RESOLVED that the Rancho Santiago Community College District, and the faculty, staff and students it represents, urges the Assembly and the Senate of the State of California, to recognize April 2021 as California Community College Month, and commend the nation’s community colleges on providing opportunity and excellence in higher education and workforce preparation.

DATED the 12th day of April, 2021.

- Ayes:
- Noes:
- Absent:
- Abstain:

Marvin Martinez
Secretary to the Board of Trustees 5.6 (1)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: April 12, 2021
Re:	Adoption of Board Policies	
Action:	Request for Approval	

BACKGROUND

The Board Policy Committee met on March 5, 2021 and reviewed new and revised policies. These policies were presented to the Board for a First Reading on March 22, 2021 and are now presented for adoption.

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

It is recommended that the Board adopt the new and revised policies.

Fiscal Impact:	None	Board Date: April 12, 2021
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 2755 Trustee Area Redistricting

It is the goal of the District, the Board of Trustees, and the Chancellor to promote and create a diverse, equitable, inclusive, representative, and participatory learning environment for its faculty, staff, students and the community.

To ensure the District's commitment to diversity, equity, inclusion and community representation, the District shall review its elected Trustee areas of service to maintain diverse, equitable, inclusive and community-reflected representation. In conjunction with the release of the U.S. Census, the District shall undertake to redistrict its Trustee areas and district lines every ten (10) years, to ensure proper representation of the community within the District's Board of Trustees.

The District aims to undertake and ensure a fair and transparent redistricting process. The District shall also conform to the requirements of the California Voting Rights Act and California's Fair Maps Act. The District shall redraw its district lines to reflect the community's demographic makeup to ensure racial and partisan fairness, preserving existing political communities, while drawing districts that are equal in population, compact and contiguous. The District shall also undertake to hold public hearings on redistricting issues, maintain publicly available information on draft maps, and implement community outreach to address redistricting concerns of the community.

Adopted: xxxxxxxxxxxx, 2021

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

BP 2760 Campaign Limitations

Reference(s):

California Assembly Bill 571
Orange County Municipal Code Ordinance No. 19-002, Section 1-6-5
California Education Code 72029

The Board of Trustees desire to promote fair elections, broader participation in its own election process, and to encourage a diverse and expanded community representation of candidates for future office.

The Board of Trustees recognize the community's interest to prevent corruption and avoid the appearance or perception of corruption with regard to large contributions from a small number of supporters for a candidate running to be elected to the Board of Trustees. The Board of Trustees further recognize that greater participation in the electoral process begins with a candidate's ability to fundraise from a larger group of individuals. Therefore, the Board of Trustees hereby institute a District policy to impose limitations on contributions to campaigns for elected District positions. No person, including individuals, corporations, other business entities, or political committees, shall contribute, and no candidate or elected Trustee shall seek, a contribution or contributions totaling more than \$2,100.00 to the campaign of a candidate or elected Trustee seeking an elected position of the District for each of the following elections for which the person is an elected Trustee of the District or a candidate in a general election, special election or a recall election.

The contribution limit of \$2,100.00 does not apply to the candidate's own monetary contributions to his or her own campaign, but will preclude a candidate from contributing more than the contribution limit to another candidate's campaign for an elected position of the District. A candidate's spouse is also precluded from using their own separate property to exceed the contribution limit.

Adopted: xxxxxxxxxxxx, 2021

Rancho Santiago Community College District
BOARD POLICY
Chapter 3
General Institution

BP 3821 Gift Ban Policy

References:

California Code of Regulations, Title 2, Sections 18730 et seq.
California Government Code, 87200 and 54950
RSCCD Board Policy 6330

A. Preamble

The intent of this gift ban policy is to prohibit District officers and employees from receiving any gift in excess of one hundred dollars (\$100.00) (the "Gift Limit") for their personal benefit from any single source in any calendar year. This gift ban policy is not intended to restrict any gifts made for the benefit of the District. On January 1, of each odd-numbered year, the Gift Limit shall be adjusted to reflect changes in the Consumer Price Index, rounded to the nearest ten dollars (\$10.00).

B. Definitions

For the purposes of this policy:

1. *District* means the Rancho Santiago Community College District, including Santa Ana College, Santiago Canyon College, and the educational centers affiliated with the colleges.
2. *District officer* means every person who is elected or appointed to the District Board of Trustees.
3. *Designated employee* means every employee of the District who is designated in the District's Conflict of Interest Policy/Regulation to file a statement of economic interests and every member of a board or committee under the jurisdiction of the Board of Trustees required to file such a statement.
4. *Doing business with the District* means:
 - a. Seeking the award of a contract or grant from the District; or
 - b. Having sought the award of a contract or grant from the District in the past twelve (12) months; or
 - c. Being engaged as a lobbyist or lobbyist firm, as defined in this article, from the time of such engagement until twelve (12) months after the award of the contract grant, permit, or other entitlement for use, which was the subject of the engagement; or
 - d. Having an existing contractual relationship with the District, until twelve (12) months after the contractual obligations of all parties have been completed; or
 - e. Seeking, actively supporting, or actively opposing the issuance, by the District, of a

discretionary permit, or other discretionary entitlement for use, or having done any of these things within the past twelve (12) months.

5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:
 - a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization.
 - b. Flowers, plants, balloons or similar tokens which are given to express condolences, congratulations, or sympathy for ill health, or to commemorate special occasions, provided that gifts made or received under this exemption shall not exceed a value of one hundred dollars (\$100.00) from any single source in any calendar year.
 - c. A prize awarded on the basis of chance in a bona fide competition not related to the official status of the District officer or designated employee.
 - d. Gifts from any agency of a foreign sovereign nation, provided that such gifts are unconditionally donated by the District officer or designated employee to the District official designated by the Chancellor in an administrative regulation within forty-five (45) days of receipt, and the District officer or designated employee does not claim any tax deduction by virtue of such donation.
 - e. Food, beverages, and free admission provided by a governmental agency or provided to the public at large, for ceremonial functions commemorating the groundbreaking, opening, or naming of a governmental facility.
 - f. For purposes of this section, a capital contribution or other gift to the District or a campaign donation by a District official or the employer of a District official to a bond campaign shall not be deemed a violation of this policy so long as the donation to the campaign was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds, or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
 - g. For the purposes of this section, a capital contribution or other gift to the District or a campaign donation by an employee of the District to a bond campaign or the solicitation by a District employee of a donation to a bond campaign during the District employee's off hours, shall not be deemed a violation of this policy so long as the donation to the campaign was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds, or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
 - h. For the purposes of this section, a capital contribution or other gift to the District or a campaign donation by any person doing business with the District to a bond campaign or the solicitation by a District employee or board member of a donation to a bond campaign shall not be deemed a violation of this policy so long as the donation to the campaign was not made for the individual benefit of the District employee or District officer, by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds, or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
6. *Lobbyist* shall mean any individual, including an attorney, who is employed or contracts for consideration, other than reimbursement of reasonable travel expenses, to communicate directly with any District officer or designated employees for the purpose of seeking, actively supporting, or actively opposing the award of a contract or grant from the District or the issuance, by the District, of a discretionary permit, or other

discretionary entitlement for use. An attorney shall not be considered a lobbyist when performing activities which can only be performed by a person admitted to the practice of law.

7. *Lobbyist firm* shall mean (1) any business entity, which is employed or contracts for consideration, other than reimbursement of reasonable travel expenses, to communicate directly with a District officer or designated employee for the purpose of seeking, actively supporting or actively opposing the award of a contract or grant from the District, or the issuance, by the District, of a discretionary permit, or other discretionary entitlement for use, or (2) any business entity of which any member or employee is a lobbyist.
8. *Principal* shall mean any individual or business entity which employ or contracts with a lobbyist or lobbyist firm for any of the purposes stated in subsection (6) or (7) of section B of this policy.
9. An individual or business entity shall be deemed to be employed or contracting to communicate directly with a District officer or designated employee if it is reasonably foreseeable that in the course of employment or in the course of performing the contract the individual or an employee of the entity will have a telephone conversation or a discussion with any District officer or designated employee, outside of any meeting governed by the Ralph M. Brown Act (which is codified in the California Government Code commencing with section 54950), for the purpose of seeking, actively supporting, or actively opposing the award of a contract or grant from the District, or the issuance, by the District, of a discretionary permit, or other discretionary entitlement for use.
10. An individual lobbyist who is an officer, partner or employee of his or her Principal shall be deemed to be "engaged" within the meaning of this section on the first occasion on which he or she engages in a telephone conversation or discussion described in subsection (9) of section B of this policy. A lobbyist firm, or an individual lobbyist who is not an officer, partner or employee of his or her Principal shall be deemed to be "engaged" within the meaning of section B of this policy upon the completion of an agreement, oral or written, to provide the services specified in subsection (6) or (7) of section B of this policy.

C. Prohibitions

1. No person who is doing business with or soliciting business from the District shall make any gift to any District officer or employee.
2. 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. However, a capital contribution or other gift to the District or a campaign donation by any person doing business with the District to a bond campaign or to a fundraising campaign of the District or the solicitation by an employee of the District of a capital contribution or other gift to the District or a campaign donation to a bond campaign or fundraising campaign of the District, shall not be deemed a violation of this policy so long as the donation to the campaign was not made for the individual benefit of the employee,

and was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds; or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.

3. No District officer shall solicit or accept any gift from any person whom he knows, or has reason to know, is doing business with or soliciting business from the District. However, the mere attendance at a campaign fundraiser or employment by a company, which makes a capital contribution or other gift to the District or a donation or to a bond campaign involving the District, shall not constitute the solicitation of a gift from an officer of the District. A capital contribution or other gift to the District or a campaign donation by any person doing business with the District to a bond campaign or to a fundraising campaign of the District or the solicitation by a District officer of a capital contribution or other gift to the District or a donation to a bond campaign or fundraising campaign of the District, shall not be deemed a violation of this policy so long as the donation to the District or the campaign was not made for the individual benefit of the District officer; was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds; or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
4. No designated employee shall solicit or accept any gift from any person whom he knows, or has reason to know, is doing business with or soliciting business from the District, when such employee, 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 has done any of the above during the twelve (12) months preceding the donation. However, the mere attendance at a campaign fundraiser, which makes a capital contribution or other gift to the District or a campaign donation to a bond campaign involving the District, shall not constitute the solicitation of a gift from a designated employee of the District. A capital contribution or other gift to the District or a campaign donation by any person doing business with the District to a bond campaign or to a fundraising campaign of the District, or the solicitation by a designated employee of a donation to a bond campaign or fundraising campaign of the District, shall not be deemed a violation of this policy so long as the donation of the campaign was not made for the individual benefit of the designated employee; was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds; or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
5. No District officer nor designated employee shall accept any gift in excess of one hundred dollars (\$100.00) for their personal benefit.

D. Violations and Enforcement

1. Any District officer in violation of this policy shall be subject to removal from a position of a Board officer, removed as a Chair or member of a standing or ad hoc committee and may be censured or reprimanded pursuant to enforcement of the Board's ethics policies. The Board must take action on any alleged violation of this policy in open session.

2. Any designated employee in violation of this policy shall be subject to discipline, including reprimand, suspension and dismissal. A designated employee who sits on a board or committee under the jurisdiction of the Board of Trustees may be removed by the Board if found to be in violation of this policy.
3. The Trustees, Chancellor and College Presidents will ensure there is an annual training session on ethics for District officers and all employees, and the ethics training shall include discussions about this policy, the Board policies on ethics and updates on the Fair Political Practices Commission's rulings and policies concerning gifts. All new employees of the District must take a training course on ethics arranged by the District. While all employees are not covered by the prohibitions and restrictions of this policy, it is important that all employees are aware of the District's policy on gifts to ensure compliance.
4. The Chancellor shall establish an administrative regulation that includes appropriate exempted activities and ensures District employees and officials follow this policy.
5. Unless otherwise provided in an employee's job description, no one shall be compelled to participate in or solicit for any bond, capital or other gift campaign for the District and the lack of participation or solicitation shall have no adverse consequences on their employment.
6. Pursuant to Government Code Section 84224 and the Fair Political Practices Commission ("FPPC") regulations section 18215.3, all District officers are required to report on FPPC form 803, any payments made at their behest, principally for legislative, governmental or charitable purposes.

Adopted: April 25, 2016
Revised: November 13, 2017
Revised: January 13, 2020
Revised: xxxxxxxx, 2021

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

BP 6910 Housing

The District recognizes that the success of its students can be directly impacted by the housing environment of its students. The District is committed to fostering a student environment to align with and promote their success.

The District Chancellor is delegated the authority to negotiate agreements with regard to the finance and cost of constructing student housing for students of the District for final approval by the Board. Public and private partnerships are encouraged to develop the necessary housing that will conform to the needs of the students of the District. The Chancellor shall present negotiated agreements to the Board for their consideration and approval.

The Chancellor must verify the need for housing and financing assistance from the entity upon which it contracts and must monitor the project on an annual basis to ensure it meets all regulatory requirements. If the Chancellor negotiates an agreement with a District or college entity, or an entity tied to the District's foundation, it shall be required that portions of the construction labor will be furnished by the District's apprenticeship program for the benefit of the students participating in that program. Inclusion of students from the District's apprenticeship program shall include current students and shall extend to former and graduate students of the program.

Students must have the right to apply to all available units for residential housing. Student housing facilities may also be inhabited by Student Resident Advisors who must sign an agreement annually that outlines duties and expectations.

The initial goal of the District is at least fifty-percent (50%) of student residents must meet the criteria for need-based financial assistance, as determined by the Chancellor. However, based on the District's and its students' overall housing needs, the Board may adjust this goal at its' discretion with a two-thirds (2/3) vote of the Board.

All contractors must comply with the California Public Contract Code Section 10128.

The project must be located within a reasonable distance of a college within the District. It is preferred, but not required, that any location be located near a mass-transit destination, and that the commute from the location to the nearest campus is estimated by the Chancellor to be less than 20 minutes.

At the Board's discretion, any of the requirements set forth in this policy may be waived with a supermajority or two-thirds (2/3) vote of the Board.

Adopted: xxxxxxxxxx, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

April 12, 2021

MANAGEMENT

Revised Job Descriptions/Attachments #1-2

Associate Dean of Fire Technology
Human Services & Technology Division
Santa Ana College
Academic Administrator/Grade D

Chief Advisor for Academic &
Diversity Programs
Chancellor's Office
Academic Administrator/Grade A

FACULTY

Adjusted Leave of Absence

Rocke, Brandon
Associate Professor, English Humanities
& Social Sciences Division Santa Ana
College

Effective: February 1, 2021 – June 5, 2021
From: Banked Leave/Withdrawal – 1.50 LHE
To: Banked Leave/Withdrawal – 0.50 LHE

Leave of Absence

Baquero, Jaymie
Associate Professor, Kinesiology/Head
Coach, Women's Soccer
Kinesiology, Health & Athletics
Division Santa Ana College

Effective: March 8, 2021 – April 4, 2021
Reason: Maternity

Garcia, Stephani
Counselor
Continuing Education Division/CEC
Santa Ana College

Effective: April 29, 2021 – May 29, 2021
Reason: Maternity

FACULTY (CONT'D)

2020/2021 Additional Contract Extension Days

Janio, Jaroslaw
Assistant Professor/Coordinator, ESL
Continuing Education Division/CEC
Santa Ana College

Effective: February 16, 2021 – June 30, 2021
From: 6 Contract Extension Days
To: 10 Contract Extension Days
Contract Extension Rate: VII-A \$629.66/Day

Kim, Henry
Professor/Coordinator, ESL
Continuing Education Division/CEC
Santa Ana College

Effective: February 16, 2021 – June 30, 2021
From: 6 Contract Extension Days
To: 10 Contract Extension Days
Contract Extension Rate: III-15 \$530.28/Day

Lopez Mercedes, Jose
Assistant Professor/Coordinator, ESL
Continuing Education Division/CEC
Santa Ana College

Effective: March 5, 2021 – June 30, 2021
From: 21 Contract Extension Days
To: 25 Contract Extension Days
Contract Extension Rate: IV-14 \$531.30/Day

Weber, Merari
Associate Professor/Coordinator, ESL
Continuing Education Division/CEC
Santa Ana College

Effective: March 5, 2021 – June 30, 2021
From: 21 Contract Extension Days
To: 25 Contract Extension Days
Contract Extension Rate: VII-15 \$593.23/Day

Beyond Contract/Overload Stipends

Campbell, Alondo
Associate Professor, Sociology
Humanities & Social Sciences Division
Santa Ana College

Effective: March 12, 2021
Amount: \$1,500.00
Reason: Program Development

Saterfield, Kalonji
Associate Professor, Communication Studies
Fine & Performing Arts Division
Santa Ana College

Effective: March 12, 2021
Amount: \$1,500.00
Reason: Program Development

Part-time Hourly New Hires/Rehires

Armstrong, Romelia
Instructor, High School Subjects/ABE/GED
Continuing Education Division (CEC)
Santa Ana College

Effective: March 22, 2021
Hourly Lecture Rate: III-3 \$54.53

Batth, Gaganjot
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: August 16, 2021
Hourly Lecture Rate: IV-3 \$73.32

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Goldman, Matthew G. Effective: March 22, 2021
Instructor, Inmate Education Program/ABE Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Gonzales, Jennifer M. Effective: March 29, 2021
Instructor, High School Subjects/ABE, GED, HiSET Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Kaye, Joseph A. Effective: March 16, 2021
Instructor, Music (equivalency) Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Fine & Performing Arts Division
Santa Ana College

Prescott, Jeremiah H. Effective: March 8, 2021
Instructor, Criminal Justice/Community Policing Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Human Services & Technology Division
Santa Ana College

Sanchez, Jonathan D. Effective: March 16, 2021
Instructor, Vocational/Certified Nursing Hourly Lecture Rate: I-3 \$51.89
Assistant (Noncredit)
Continuing Education Division (CEC)
Santa Ana College

Silva, Jorge A. Effective: April 12, 2021
Instructor, Business Administration/Management/ Hourly Lecture Rate: II-3 \$66.52
Marketing
Business Division
Santa Ana College

Smith, Brian R. Effective: March 30, 2021
Instructor, Criminal Justice/Firearms Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Human Services & Technology Division
Santa Ana College

Sotelo, Sergio R. Effective: March 24, 2021
Site Director II Hourly Rate: \$58.72
Continuing Education Divisions (CEC and OEC)
Santa Ana College
Santiago Canyon College

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Thompson, Aurelia C.
Instructor, Nursing Science/Clinical Practice
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: April 12, 2021
Hourly Lecture Rate: I-3 \$63.34

Non-paid Instructor of Record

McKnight, Jewel
Instructor, Noncredit Vocational/Workforce Preparation
Instructor Service Agreement/Taller San Jose
Hope Builders
School of Continuing Education (OEC)
Santiago Canyon College

Effective: March 12, 2021

Non-Paid Intern Service

Castellanos, Margie
Counseling Non-paid Intern
EOPS/CARE/CalWORKs
Enrollment & Student Support Services
Santiago Canyon College

Effective: April 13, 2021 – June 30, 2021
College Affiliation: University of La Verne
Major: Educational Counseling

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED MARCH 2021

ASSOCIATE DEAN OF FIRE TECHNOLOGY

JOB DESCRIPTION

GENERAL RESPONSIBILITIES

Responsible to the Dean, Human Services & Technology for the planning, development, delivery, staffing and evaluation of Fire Technology programs and services; performs other duties as assigned.

SPECIFIC RESPONSIBILITIES

DEVELOPMENT AND DELIVERY OF INSTRUCTIONAL AND CAREER EDUCATION PROGRAMS

Overall responsibility for all aspects of Fire Technology programs including planning, development, delivery, recruiting, marketing, curriculum, scheduling, equipping, staffing, funding, and evaluation; negotiation of contracts including Instructional Service Agreements, training, facilities contracts, vendor contracts, and partnership agreements; planning, development, and supervision of the Regional Fire Training Facility; admissions, graduation and compliance with and reporting of certification requirements; approval of curriculum proposals, course outlines, and instructional materials; supervising the effectiveness of all programs, activities and services and their responsiveness to the needs of a culturally diverse community; implementation of District policy and regulations, supervises program and personnel compliance with applicable laws and regulations; maintains records and submits reports; represents Santa Ana College with Joint Powers Training Center Central Net staff as well as other participating fire service agencies, and CAL FIRE – Office of the State Fire Marshal; works with CAL FIRE and other fire service agencies to ensure proper scheduling of all courses/academies in appropriate facilities and in a timely manner in accordance with CAL FIRE accreditation standards; projects and monitors the annual production of FTES as a result of academy/course operations; projects and monitors costs related to academy/course operations; advises individuals interested in a fire technology career.

Identifies contract training opportunities, interviews prospects and develops proposals for contract education and funding; oversees the design, delivery, staffing, funding and evaluation of instruction to public and private safety entities pursuant to contracts; reviews programs for compliance with applicable laws, regulations, District policies and procedures; is responsive to the needs of a culturally diverse community in order to increase access to college programs.

PERSONNEL

Responsible for or effectively recommends the hiring, transfer, suspension, recall, promotion, assignment, discipline, training, professional development, direction and evaluation, and adjustment of grievances of all assigned staff; ensures compliance with district policies, rules, regulations, and collective bargaining agreements; monitors all personnel related to Fire Technology operations to insure proper processing and payment for services rendered.

STUDENTS

Responsible for or effectively recommends the discipline of students, adjustment of grievances and complaints, scheduling, evaluation and reporting of performance, the resolution of student problems and complaints, and the maintenance of student records; identifies community needs for courses, and negotiates contracts for providing instruction and training within the parameters of delegated authority.

BUDGET/FUNDING

Responsible for timely and accurate preparation, submission and administration of budgets; collects revenues, maintains accurate records and prepares required reports; identifies and secures funding for programs and prospects for services provided under contract.

PLANNING

Responsible for evaluating potential offerings, opportunities, and means of maximizing instructional contract capabilities to public and private entities; analyzes demographics and proposed offerings, enrollment history, budget, demand and program requirements to determine the number and nature of offerings, scheduling of classes, staffing and available facilities, supplies, equipment and materials.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED MARCH 2021

ASSOCIATE DEAN OF FIRE TECHNOLOGY
JOB DESCRIPTION

SPECIFIC RESPONSIBILITIES (CONTINUED)

COMMUNITY CONTACT/REPRESENTATIVE

Maintains highly visible presence with public safety agencies including, but not limited to, attendance at CCC Fire Directors meetings, Orange County (OC) Fire Chiefs Association meetings, OC Training Officers Association meetings, and Inland Empire Training Officers meetings. Represents the District on local and state levels on matters related to the position to enhance Fire Technology training opportunities for the District.

OTHER PROFESSIONAL RESPONSIBILITIES

Responsibility for chairing and supervision of discipline advisory committees, district committees and task forces.

ESSENTIAL FUNCTIONS

Supervises all aspects of the planning, budget, supervision, staffing, curriculum, scheduling, instruction, enrollment management, projections, and evaluation of the Fire Technology courses, Fire Academies, Fire Officer, Wellness and Instructional Service Agreement courses and training.

Identifies and accurately analyzes needs and opportunities to market programs; aggressively markets, provides proposals and secures Instructional Service Agreements for courses and programs; coordinates the development of curriculum, staffing and evaluation of courses to be provided pursuant to agreements. Supervises administration of agreements and reviews curriculum, staffing, delivery and evaluation of these programs.

Performs or supervises the performance of all personnel functions for assigned staff.

Ensures compliance with California Education Code, Title 5 Regulations, accreditation standards, District policies and other state laws, regulations, and standards applicable to the discipline.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Possession of a master's degree; and, one year of formal training, internship, or leadership experience reasonably related to the administrator's administrative assignment.

Preferred Qualifications: At least six years of full-time paid experience in public safety roles ranging from operational, managerial, and strategic, with increasing scale and responsibility.

Required Skills: Ability to assess public safety training and educational needs and opportunities, to convincingly market and close contract, supervise the preparation, quality, evaluation and staffing of programs and courses, resolve conflicts, make public presentations, supervise assigned staff, and effectively represent the District's interest at the local and state levels.

Board Approval Date: August 14, 2017

Revised: March 25, 2021

Board Approval Date: _____

**CHIEF ADVISOR FOR ACADEMIC AND DIVERSITY PROGRAMS
JOB DESCRIPTION**

GENERAL RESPONSIBILITIES

Under direction of the RSCCD Chancellor, the Chief Advisor for Academic and Diversity Programs will serve as a thought leader who has responsibility and accountability to support Santa Ana College, Santiago Canyon College and the district with the implementation of best practices and initiatives to enhance diversity, equity and inclusion for all district programs. The Chief Advisor will lead and foster collaborative dialogue and the development of cultural competence and antiracism among RSCCD faculty, students, and staff integrating individual beliefs and actions to align with the district mission and values; nurture positive, transparent and cooperative relationships; navigate difficult conversations and tough situations with compassion and astuteness; demonstrate skill in motivating and unifying people across the district around a strategic vision; utilize data and research to inform analysis leading to the development of measurable goals and systems of accountability; demonstrate the ability to work effectively with diverse populations; possess strong leadership and coalition building skills, experience in organizational development and change theory, and experience in a complex academic system.

DISTINGUISHING CHARACTERISTICS

- A leader who possesses interpersonal skills and qualities, including a positive assertive approaches, creativity, ambition, sensitivity, honesty, integrity, fairness, flexibility, vision and insight, and team-player engagement;
- An experienced professional committed to continued improvement; a visible, accessible and collaborative administrator who encourages and acknowledges the contributions of others, who is willing to be a risk-taker and create an environment that is open to new ideas;
- Demonstrated ability to support and empower leaders to initiate and lead conversations about diversity, equity and inclusion;
- Understands the higher education landscape, the role of diversity in a community college and the dynamics of operating within the community the district serves;
- Creative, innovative, energetic leader; a technologically sophisticated professional who is skilled in various technology applications;
- A supporter of consistent and on-going professional development initiatives, in pursuit of district and college strategic goals;
- A fair-minded, ethical leader with excellent interpersonal and communication skills and willingness to accept responsibility;
- A proven planner who can systematically allocate resources to further institutional diversity and inclusion goals, evaluate the results of the allocations, and develop strategies for continued development;
- A skilled leader adept in planning for the emerging needs of the District and successful in resource generation and partnership development;
- An astute administrator with demonstrated expertise in the complexities of higher education that impact community college finances and operations, including collective bargaining, federal and state programs, and legislation;
- Experienced in working with populations (faculty, staff, students, and community) of diverse ethnic, linguistic, and socioeconomic backgrounds, with excellent communication skills;
- Experienced in working in California public higher education, including knowledge of state and federal governance and the political process, and knowledge of accreditation standards.

SPECIFIC RESPONSIBILITIES

- Develop a strategic plan for the delivery of diversity, equity and inclusion education and support across RSCCD;
- Provide strategic leadership and administrative oversight for the development of workshops, presentations, learning modules and other efforts that promote diversity, equity and inclusion;
- Provide consultation to deans, senior leaders, managers and supervisors on designing and implementing department-wide and institution-wide objectives related to diversity, equity and inclusion;
- Assist in research, development and implementation of strategies to measure the success of institution-wide progress on creating a diverse and equitable work and learning environment;
- Assist in coaching, training and consultation to individuals and groups with respect to cultural challenges and conflicts;
- Lead the strategic design and implementation of a district-wide diversity, equity and inclusion policy that includes short-term and long-term goals, KPI's (key performance indicator), action plans and metrics to assess and track progress over time;
- Collaborate with the Human Resources Department regarding diversity, equity and inclusion as they relate to hiring policies and procedures, employee recruitment, staffing plans, outreach efforts, and professional and talent development.
- Manage the Diversity and Inclusion teams while serving as the diversity and inclusion strategist;
- Manage, develop and craft cohesive communication campaigns that engage the workforce and convey the District's diversity strategy;
- Manage, create and facilitate a learning platform around diversity and inclusion strategies, employee engagement, equity learning, and talent development;
- Partner with various internal and external entities to help incorporate diversity goals into overall workforce strategy;
- Facilitate and support execution of internal programs, workshops, and plans focused on impactful in-person and online diversity and inclusion content and training;
- Serve as the central point of contact for enterprise participation in diversity and inclusion related surveys;
- Represent RSCCD at external forums, and serve as a resource at diversity conferences, professional associations, and meetings;
- Assist in planning, organizing, and administering diversity programs and operations;
- Work with deans and faculty to continually provide consulting and advising to faculty members to create more inclusive classroom environments;
- Provides guidance and advises on diversity, equity, inclusion and affirmative action to support hiring practices of the district;
- Leads the District in implementing strategic initiatives, including the creation of a culture for equity, diversity, and inclusion;
- Provides strategic direction for training initiatives on cultural competency, racial intelligence, gender differences, building a climate of equity and inclusion, and other topics designed to increase awareness and support of equity and inclusion values;
- Works with Board of Trustees, college presidents and district administrators as directed by the Chancellor.
- Utilizes strong writing capabilities to compose speeches, presentations, letters, memos, emails, reports, and other communications
- Coordinates with college presidents, public information, advocacy and external relations on advocacy matters and communicating regularly with elected officials and their staffs;
- Performs other duties as assigned.

REQUIRED SKILLS AND QUALIFICATIONS

MINIMUM QUALIFICATIONS

EDUCATION:

An earned Master's degree from an accredited college or university with major course work in counseling, psychology, sociology, organizational development, or a related field.

EXPERIENCE:

Five years of increasing responsible and related experience. All candidates must have evidence of responsiveness to and an understanding of the diverse academic, socioeconomic, cultural, disability, gender identity, sexual orientation, and ethnic background of community college students, as these factors relate to the need for equity-minded practice in all college policies, practices and personnel.

Board Approved: July 13, 2020
Revised: March 29, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
APRIL 12, 2021**

CLASSIFIEDChange in Grade

Curriculum Specialist	From: Grade 13	To: Grade 15
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Professional Growth Increments

Espino, Susana Science Lab. Coord./ Science & Math/ SCC	Effective: May 1, 2021 Grade 13, Step 4 + 4PG (2000) \$67,950.48
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Hernandez, Jesus Skilled Maintenance Worker/ Admin. Services/ SCC	Effective: May 1, 2021 Grade 11, Step 3 + 1PG (500) \$57,164.36
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Nguyen, Tyler Research Analyst/ Research/ District	Effective: May 1, 2021 Grade 17, Step 6 + 2PG (1000) \$92,009.56
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Soto Tellez, Roxzel Administrative Secretary/ Arts, Humanities & Soc. Sci./ SCC	Effective: May 1, 2021 Grade 12, Step 4 + 8PG (4000) \$66,677.38
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Vu, Amy Admissions & Records Spec. II/ Enrollment/ SAC	Effective: May 1, 2021 Grade 8, Step + 2PG (1000) \$50,836.81
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Return to Regular Assignment

Duenas, Jonnathan Sr. Account Clerk/ Career Ed./ SAC	Effective: April 5, 2021 Grade 10, Step 2 + 3PG (1500) \$53,202.91
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Touyanou, Rosemary Student Service Coordinator/ Student Services/ SCC	Effective: March 15, 2021 Grade 16, Step 6 + 2.5%Bil + 5%L + 2PG (1000) \$93,278.80
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Change in Position

Motley, Elizabeth
From: District Safety Officer
To: Sr. District Safety Officer
(Reorg 1216)

Effective: March 18, 2021
Grade 13, Step 4 + 10%L + 2.5%Bil
+ 1PG (500) \$74,694.29

Change in Salary Placement

Fouste, James
Sr. District Safety Officer/ District

Effective: April 5, 2021
Grade 13, Step 6 + 7.5%GY \$78,188.62
Change in Shift

Hatch, Eric
Sr. District Safety Officer/ District

Effective: March 1, 2021
Grade 13, Step 6 + 5% SW \$76,370.28
Change in Shift

Tingirides, Tiffany
Sr. District Safety Officer/ District

Effective: April 4, 2021
Grade 13, Step 6 + 5%SW \$76,370.28
Change in Shift

Voght, Donald
Sr. District Safety Officer/ District

Effective: March 1, 2021
Grade 13, Step 6 + 5%SW \$76,370.28
Change in Shift

Leave of Absence

Di Tommaso, Christine
Administrative Secretary/ Health &
Wellness Ctr/ SAC

Effective: 02/12/21- 03/28/21
Extended: 03/29/21 – 04/15/21
Reason: FMLA

Escobar, Alfonso
Sr. District Safety Officer/ District

Effective: 03/31/21 – 05/05/21
Reason: FMLA

CLASSIFIED HOURLY

Professional Growth Increments

Bolainez, Elvia
Cashier/ Bookstore/ SAC

Effective: May 1, 2021
Grade 3, Step A + 3PG (750)
\$18.11/Hour + \$62.50/Mo. PG

Professional Growth Increments cont'd

Mendoza, Elena Instructional Assistant/ Bus. Division/ SAC	Effective: May 1, 2021 Grade 5, Step A + 5%L + 4PG (1000) \$20.26/Hour + \$83.34/Mo. PG
Tapia, Linda Administrative Clerk/ Continuing Ed./ OEC	Effective: May 1, 2021 Grade 10, Step A + 2.5%Bil + 7PG (1750) \$24.16/Hour + \$145.84/Mo. PG

Leave of Absence

Calzada, Juan Student Services Specialist/ Student Services/ SAC	Effective: 07/01/21 – 07/31/21 06/01/22 – 06/30/22 Reason: Non-Work Days for 10 Month Contract
Marcos Ramirez, Rodrigo Student Services Specialist/ Student Services/ SAC	Effective: 07/01/21 – 07/31/21 06/01/22 – 06/30/22 Reason: Non-Work Days for 10 Month Contract
Tonix, Jorge Student Services Specialist/ Student Services/ SAC	Effective: 07/01/21 – 07/31/21 06/01/22 – 06/30/22 Reason: Non-Work Days for 10 Month Contract

TEMPORARY ASSIGNMENT

Short Term Assignment

Navarro, Celina Job Developer/ Counseling/ SAC	Effective: 04/13/21 – 06/30/21
Sandoval, Christopher Sr. Account Clerk/ Career Ed./ SAC	Effective: 04/13/21 – 06/30/21
Villasenor, Francisco Sr. Accountant/ Facility Planning/District	Effective: 04/13/21 – 05/31/21 07/01/21 – 07/31/21

Additional Hours for Ongoing Assignment

Gil, Darlene Title IX Specialist/ Human Resources/ District	Effective: 02/23/21 – 06/30/21 Not to exceed 19 consecutive days in any given period.
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Substitute Assignments

Villasenor, Francisco Sr. Accountant/ Facility Planning/ District	Effective: 06/01/21 – 06/30/21
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MISCELLANEOUS POSITIONS

Coleman, Pamela Business Services Coord./ SBDC/ District	Effective: 03/10/21 – 06/30/21
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Davila, Gilberto Coaching Assistant/ Kinesiology/ SAC	Effective: 03/29/21
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Nuneviller, Jacob Coaching Assistant/ Kinesiology/ SCC	Effective: 03/19/21
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Thomas, Andy Coaching Assistant/ Kinesiology/ SCC	Effective: 03/25/21
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Instructional Associates/Associate Assistants

Criminal Justice Huddleston, Sean	Effective: 04/13/21
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Milbery, Jacob	Effective: 04/13/21
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VOLUNTEERS

Flores, Crystal Volunteer/ Arts, Humanities & Soc. Sci./ SCC	Effective: 04/13/21 – 06/15/21
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**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Aviles, Fatima E.	Effective:	03/29/21-06/30/21
Ayala, Marvin A.	Effective:	03/16/21-06/30/21
Barreto, Mariana	Effective:	03/29/21-06/30/21
Castrejon, Damaris S.	Effective:	03/29/21-06/30/21
Cruz Alfaro, Blanca R.	Effective:	04/12/21-06/30/21
Diaz, Alondra	Effective:	03/29/21-06/30/21
Garcia, Rebeca	Effective:	03/29/21-06/30/21
Longoria, Sabrina D.	Effective:	03/29/21-06/30/21
Mendoza, Ivonne	Effective:	03/29/21-06/30/21
Palestino, Patricia	Effective:	03/29/21-06/30/21
Solheid, Jackson E.	Effective:	03/18/21-06/30/21

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT NEW HIRE LIST**

Gonzalez, Gemma	Effective:	04/12/2021 – 06/30/2021
Jimenez, Alejandra	Effective:	04/12/2021 – 06/30/2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: April 12, 2021
Re:	Approval of Professional Services Agreement between Rancho Santiago Community College District and Grand River Solutions, Incorporated	
Action:	Request for Approval	

BACKGROUND

The Department of Education Office for Civil Rights issued new Title IX regulations effective August 14, 2020. These new regulations permit other methods of dispute resolution including mediation with expert mediators who are trained and experienced not only as mediators, but also as knowledgeable facilitators, trained in Title IX, who can effectuate a resolution of the case that empowers the student or employee to engage in that resolution process. Mediations would not only resolve the matter but would enhance the college's educational mission as well.

ANALYSIS

Due to the challenges of a pandemic where video mediations are the new norm, Grand River Solutions, Incorporated has successfully conducted these mediations through videoconferencing. Nationally recognized experts that are familiar with Title VI, Title VII, and Title IX, they will provide individualized support to our Title IX and equity professionals while implementing clear policies, fair practices and transparency to improve our overall campus community.

The term of this agreement is for the period of April 13, 2021, through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve of the professional services agreement between Rancho Santiago Community College District and Grand River Solutions, Incorporated, as presented.

Fiscal Impact: \$225.00/Hour Upon Utilization	Board Date: April 12, 2021
Item Prepared by: Elvia Garcia, Human Resources	
Item Submitted by: V. Jean Estevez, Interim Assistant Vice Chancellor, Recruitment, EEO and Compliance	
Item 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 Grand River Solutions, Inc, having its principal business address located at P.O. Box 2094, Saratoga, CA 95070 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 04/13/2021, whichever is later, and shall continue in full force and effect thereafter until and including 06/30/2024 (“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 Two Hundred Twenty-Five Dollars (\$225.00/per hour) ("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
Adam M. O'Connor
Attn: Interim Vice Chancellor, Business Operations & Fiscal Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Veronica Jean Estevez,
District Administrator, Institutional Equity, Compliance & Title IX
2323 N. Broadway
Santa Ana, CA 92706

Contractor: Pauline Chiu
PO Box 2094
Saratoga, CA 95070
pauline@grandriversolutions.com

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

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

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

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

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

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

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

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

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

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties' mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1 et seq.) and California Government Code 16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Adam M. O'Connor

Print Title: Interim Vice Chancellor, Bus Ops/Fiscal Svcs

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __ Jody Shipper

Print Title: __ Co-Founder and Managing Director

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.

Proposed Scope of Work

Informal Resolution

Grand River Solutions (GRS) will provide services to facilitate informal and alternate resolutions for Title IX cases in accordance with the District's policies and procedures on an as-needed basis.

Fees

Informal Resolution: \$225.00 per hour. GRS charges in increments of one-quarter of an hour. The minimum time charged for any particular activity will be one-quarter of an hour. Rate is valid until 06/30/2024.

Expenses

The District will reimburse GRS for all approved expenses which may include the preparation of interview or hearing transcripts, overnight mailing, and other costs directly related to the work performed under this Agreement. Expenses are to be approved in advance by the District. GRS will provide the client with receipts for all approved expenses. Should travel be required, the District will reimburse GRS for all reasonable out-of-pocket expenses incurred in connection with the engagement, such as airfare (not to include First Class), hotel, car rental, mileage (per District rate), meals (per District rate), parking, ground transportation, and related travel costs. Original receipts will be provided to Rancho Santiago Community College when reimbursement is requested.

All services are to be provided virtually, via video-conference platform. For those services provided in person, additional costs may include reasonable travel costs, such as airfare, hotel accommodations, ground transportation, parking, and meals.

Billing Statements. GRS will bill the District monthly. The billing statement will show the time spent on the District' behalf and any expenses incurred. Payment is due upon presentation of the billing statement, but in no event later than 30 days from the presentation of the billing statement. The District agrees that the billing statements may be sent by email. If the District has any questions about the billing statements, please immediately contact GRS so that any concerns can be promptly resolved.

Billing statements should be sent to:

Name: V. Jean Estevez

Email: Estevez_Jean@rsccd.edu



Proposed Scope of Work
Rancho Santiago Community College District
March 2020

Submitted by:
Jody Shipper
Cherie A. Scricca
Co-Founders and Managing Directors
jody@grandriversolutions.com
cherie@grandriversolutions.com
www.grandriversolutions.com

Introduction

Grand River Solutions is pleased to provide this proposal for services for the Rancho Santiago Community College District. Grand River Solutions was formed in response to ongoing and persistent requests from Title IX coordinators, risk managers, administrators, and campus counsel seeking practical, how-to advice and counsel in dealing with campus specific questions and campus specific problems for which they could not otherwise find satisfying answers or applicable solutions. Jody Shipper and Cherie Scricca, Managing Directors and Co-Founders of Grand River Solutions, recognized that by joining with other professionals, and combining their extensive experience as on-campus leaders and administrators, along with their direct knowledge and experience in developing and implementing Title IX policies, processes and procedures, they would be able to provide practical, how-to advice and support to individuals who are responsible for the Title IX training and resolution processes. They turned their individual experiences and expertise into a national consulting practice to provide practical, achievable, workable training and advice to schools and systems around the country.

The focus of Grand River Solutions is to provide the Title IX and equity law (Title VII, Title VI, § 504) support to colleges and universities, as well as K-12 schools. We provide a full complement of innovative services that focus on anti-harassment and discrimination practices including Title IX. Grand River Solutions also provides a variety of in-depth consulting services that include Title IX policy and procedure development, program assessment, investigations, hearings and Title IX training and education. We also serve during times of transition as interim Title IX coordinators and serve as coaches and mentors to newly appointed coordinators. We customize services to support an institution both on-campus or through remote, off-campus processes. Our team of recognized national leaders has also developed and conducted customized workshops, boot camps, executive level briefings and flexible training programs, as well as highly sensitive compliance reviews and audits.

Proposed Scope of Work

Informal Resolution

Grand River Solutions will provide services to facilitate informal and alternate resolutions in accordance with the District's policies and procedures.

Fees

Informal Resolution: \$225.00 per hour

All services to be provided virtually, via video-conference platform. For those services provided in person, additional costs may include reasonable travel costs, such as airfare, hotel accommodations, ground transportation, parking, and meals.

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses)

BOARD MEMBERS (to be approved)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES 1 Board Member
GOVERNMENT LEADERSHIP INSTITUTE ON DEMAND (Zeke Hernandez)
Virtual Access to Institute Recordings After the Live Event
has Ended

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

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 21-05

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on March 22, 2021, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Sal Tinajero was not present at the board meeting; and

Whereas, the board has determined that Trustee Tinajero’s absence was due to a last-minute family matter;

NOW, THEREFORE, BE IT RESOLVED that Trustee Tinajero shall be paid at the regular rate of compensation for the board meeting on March 22, 2021.

Dated this 12th day of April 2021.

Ayes:
Noes:
Absent:
Abstain:

Marvin Martinez
Secretary to the Board of Trustees