

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

Board of Trustees (Regular meeting)

Monday, July 12, 2021

2323 North Broadway via Zoom

Santa Ana, CA 92706

Pursuant to Governor Newsom’s Executive Order N-29-20, dated March 17, 2021, members of the Board of Trustees of the Rancho Santiago Community College District, staff, and the public will participate in the July 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 July 12, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF JULY 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@rscdd.edu. Submissions by email must be received prior to 3:00 p.m. on July 12, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF JULY 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 June 21, 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 Recognition of Rancho Santiago Community College District Diversity Award Recipient

1.8 Presentation on Enrollment Strategy and Marketing

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

2.2 Reports from College Presidents

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

2.5 Reports from Academic Senate Presidents

2.6 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Facilities Committee

3.0 INSTRUCTION

- *3.1 Approval of Dual Enrollment Agreement between Western Education Corporation and Rancho Santiago Community College District Action
The administration recommends approval of the dual enrollment agreement between Western Education Corporation and RSCCD, as presented.
- *3.2 Approval of Standard Clinical Affiliation Agreement with Covenant Care California, LLC dba St. Edna Sub-Acute and Rehabilitation Center Action
The administration recommends approval of the standard clinical affiliation agreement with Covenant Care California, LLC dba St. Edna Sub-Acute and Rehabilitation Center located in Santa Ana, as presented.
- *3.3 Approval of Educational Affiliation Agreement with Nurture Collective (Speech-Language Pathology Assistant Program [SLPA]) Action
The administration recommends approval of the educational affiliation agreement for the SLPA program with Nurture Collective located in Whittier, California, as presented.
- *3.4 Approval of Educational Affiliation Agreement with Nurture Collective (Occupational Therapy Assistant Program [OTA]) Action
The administration recommends approval of the educational affiliation agreement for the OTA program with Nurture Collective located in Whittier, California, as presented.
- *3.5 Approval of Educational Affiliation Agreement with Maya Borna Inc Action
The administration recommends approval of the educational affiliation agreement with Maya Borna Inc located in Los Angeles, California, as presented.
- *3.6 Approval of Standard Clinical Affiliation Agreement with Bartlett Center, LLC dba French Park Care Center Action
The administration recommends approval of the standard clinical affiliation agreement with Bartlett Care Center, LLC dba French Park Care Center located in Santa Ana, California, as presented.
- *3.7 Approval of Site-Based Learning Affiliation Agreement with Capella University Action
The administration recommends approval of the site-based learning affiliation agreement with Capella University located in Minneapolis, Minnesota, as presented.

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

- *3.8 Approval of Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with Irvine Adult Day Health Services Action
The administration recommends approval of the clinical training affiliation agreement (without school instructor on entity premises) with Irvine Adult Day Health Services located in Irvine, California, as presented.
- *3.9 Approval of Educational Affiliation Agreement with Speech and Language Development Center Action
The administration recommends approval of the educational affiliation agreement with the Speech and Language Development Center located in Buena Park, California, as presented.
- *3.10 Approval of Educational Affiliation Agreement with OC Autism Foundation Action
The administration recommends approval of the educational affiliation agreement with OC Autism Foundation located in Garden Grove, California, as presented.
- *3.11 Approval of Educational Affiliation Agreement with Irvine Unified School District Action
The administration recommends approval of the educational affiliation agreement with Irvine Unified School District located in Irvine, California, as presented.
- *3.12 Approval of Educational Affiliation Agreement with All Star Physical Therapy Action
The administration recommends approval of the educational affiliation agreement with All Star Physical Therapy located in Murrieta, California, as presented.
- *3.13 Approval of Educational Affiliation Agreement with Etiwanda School District Action
The administration recommends approval of the educational affiliation agreement with Etiwanda School District located in Etiwanda, California, as presented.
- *3.14 Approval of Standard Clinical Affiliation Agreement with AmbuServe Ambulance Action
The administration recommends approval of the standard clinical affiliation agreement with AmbuServe Ambulance located in Gardena, California, as presented.

Item is included on the Consent Calendar, Item 1.6.

- *3.15 Approval of Rancho Santiago Community College District Professional Services Agreement with West Coast Customs Action
The administration recommends approval of the RSCCD professional services agreement with West Coast Customs located in Burbank, California, as presented.
- *3.16 Approval of Memorandum of Understanding with Guest House, LP Action
The administration recommends approval of the MOU with Guest House LP located in Newport Beach, California, as presented.
- *3.17 Approval of Memorandum of Agreement between Los Angeles/Orange Counties Building & Construction Trades Council Apprenticeship Readiness Fund and Rancho Santiago Community College District Action
The administration recommends approval of the MOU between Los Angeles/Orange Counties Building & Construction Trades Council Apprenticeship Readiness Fund and RSCCD, as presented.
- *3.18 Approval of Rancho Santiago Community College District Professional Services Agreement with Katrina Williams (K.W.) Media Action
The administration recommends approval of the RSCCD professional services agreement with Katrina Williams (K.W.) Media located in Seattle, Washington, as presented.
- *3.19 Approval of Rancho Santiago Community College District Professional Services Agreement with Univision Communications, Inc. Action
The administration recommends approval of the RSCCD professional services agreement with Univision Communications, Inc. located in Los Angeles, California, as presented.
- *3.20 Approval of Rancho Santiago Community College District Professional Services Agreement with Estrella Media Action
The administration recommends approval of the RSCCD professional services agreement with Estrella Media located in Burbank, California, as presented.
- *3.21 Approval of Revised Standard Clinical Affiliation Agreement with City of Newport Beach on behalf of Oasis Senior Center for Health Sciences/ Nursing Program Action
The administration recommends approval of the revised standard clinical affiliation agreement with the City of Newport Beach on behalf of the Oasis Senior Center located in Corona Del Mar, California, as presented.

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

- *3.22 Approval of Proposed Revisions for 2020–2021 Santa Ana College (SAC) Catalog Addendum Action
The administration recommends approval of the proposed revisions for the 2020–2021 SAC catalog addendum, as presented.
- *3.23 Approval of Proposed Revisions for 2022–2023 Santa Ana College Catalog Action
The administration recommends approval of the proposed revisions for the 2022–2023 SAC catalog, as presented.
- *3.24 Approval of Santa Ana College & Santiago Canyon College (SCC) Community Services Program for Fall 2021 Action
The administration recommends approval of the SAC & SCC Community Services program for Fall 2021, as presented.
- *3.25 Approval of Santa Ana College Institutional Self-Evaluation Report Action
The administration recommends approval of the SAC institutional self-evaluation report, as presented.
- *3.26 Approval of Santiago Canyon College Institutional Self Evaluation Report Action
The administration recommends approval of the SCC institutional self evaluation report, as presented.
- *3.27 Approval of Professional Services Agreement with Entravision Action
The administration recommends approval of the professional services agreement with Entravision located in Los Angeles, California, as presented.
- *3.28 Approval of Professional Services Agreement with ReachLocal, Inc. Action
The administration recommends approval of the professional services agreement with ReachLocal, Inc. located in Woodland Hills, California, as presented.
- *3.29 Approval of Agreement with Pacific Clinics’ Recovery Education Institute (REI) Action
The administration recommends approval of the agreement with Pacific Clinics’ REI located in Orange, California.
- *3.30 Approval of Consulting Agreement Renewal with Orange Unified School District (OUSD) Action
The administration recommends approval of the renewal of the consulting agreement with OUSD as presented.

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

- *3.31 Approval of Memorandum of Understanding for Five-Year Renewal of Bridge Program with Orange Unified School District Action
The administration recommends approval of the MOU renewal for the Bridge program with OUSD 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 June 8, 2021, to June 27, 2021.
- *4.3 Adoption of Resolution No. 21-13 for Separate Bank and Investment Accounts Action
The administration recommends adoption of Resolution No. 21-13 for separate bank and investment accounts as presented.
- *4.4 Approval of Change Order #1 for Southern Counties Quality Masonry, Inc. for Bid #1394 Welding Concrete Masonry Unit Wall Extension at Santa Ana College Action
The administration recommends approval of change order #1 for Southern Counties Quality Masonry, Inc. for Bid #1394 for the welding concrete masonry unit wall extension at SAC as presented.
- *4.5 Acceptance of Completion of Bid #1394 Welding Concrete Masonry Unit Wall Extension at Santa Ana College and Approval of Recording a Notice of Completion Action
The administration recommends acceptance of Bid #1394 for the welding concrete masonry unit wall extension at SAC as complete and approval of filing a Notice of Completion with the County as presented.
- *4.6 Approval of Change Order #1 for Golden Gate Steel, Inc. dba Golden Gate Construction for Bid #1389 Barrier Removal East Broadmoor Trail Project at Santiago Canyon College Action
The administration recommends approval of change order #1 for Golden Gate Steel, Inc. dba Golden Gate Construction for Bid #1389 for the barrier removal East Broadmoor Trail project at SCC as presented.

- *4.7 Acceptance of Completion of Bid #1389 Barrier Removal East Broadmoor Trail Project at Santiago Canyon College and Approve Recording a Notice of Completion Action
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- *4.8 Ratification of Award of Bid #1406 Safety and Security Building Access Control Upgrades at Santiago Canyon College Action
The administration recommends ratification of the award of Bid #1406 For the Safety and Security Building access control upgrades at SCC as presented.
- *4.9 Approval of Agreement with Cumming Management Group, Inc. for Cost Estimating Consulting Services for Access Control Pilot Projects at Santa Ana College, Santiago Canyon College, and Digital Media Center (DMC) Action
The administration recommends approval of the agreement with Cumming Management Group, Inc. for cost estimating consulting services for the access control pilot projects at SAC, SCC, and DMC as presented.
- *4.10 Approval of Five-Year Construction Plan (2023-2027) and Initial Project Proposals (IPPs) for Santa Ana College Action
The administration recommends approval of the Five-Year Construction Plan (2023-2027) and IPPs for SAC as presented.
- *4.11 Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement #00004526 Awarded to Office Depot, LLC Action
The administration recommends approval of the District's use of the FCCC Master Services Agreement #00004526 awarded to Office Depot, LLC, including any future renewals, addendums, supplements, modifications and extensions as presented.
- *4.12 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period May 23, 2021, through June 19, 2021.

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 Services or her designee to enter into related contractual agreements on behalf of the district for the following:
- Early Head Start 2021 – Emergency American Rescue Plan (ARP) COVID (District) \$167,510

- *5.2 Approval of Sub-Agreements between RSCCD and Local Educational Agencies in Los Angeles County and Orange County Selected to Host Strong Workforce Program K12 Pathway Coordinators (Year 3) Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.3 Approval of Memorandum of Understanding (MOU) between RSCCD and Santa Ana Unified School District (SAUSD) Action
The administration recommends approval of the MOU between RSCCD and SAUSD for the provision of early care and education services and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into related agreement on behalf of the district.
- *5.4 Approval of Professional Services Agreement with C Augenstein Corporation Action
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into a related agreement on behalf of the district.
- *5.5 Approval of Auxiliary Organizations in Good Standing Per Administrative Regulation/Board Policy 3600 Action
The administration recommends approval of the list of auxiliary organizations in good standing as presented.
- 5.6 Adoption of Board Policies Action
It is recommended that the Board adopt the following revised policies as presented:
- Board Policy 2431 Chancellor Selection
 - Board Policy 2760 Campaign Limitations
 - Board Policy 7100 Commitment to Diversity
- 5.7 First Reading of Board Policy Information
The following policy is presented for a first reading as an information item:
- Board Policy 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW)
- 5.8 Approval of Letter to SchoolsFirst Federal Credit Union Action
It is recommended that the board discuss the proposed letter to SchoolsFirst Federal Credit Union as presented and approve action to communicate with SchoolsFirst Federal Credit Union about this subject.
- 5.9 Board Member Comments Information

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

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
 - f. Professional Experts
 - g. Educational Administrator Appointments
 - (1) Associate Dean, Health Science & Nursing
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956. 54956.9[d][1])

Rebecca Gonzalez v. Rancho Santiago Community College District, Alliance of Schools for Cooperative Insurance Program (ASCIP) Case #1906548

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

Anthony Rabiola v. Rancho Santiago Community College District, Alliance of Schools for Cooperative Insurance Program Claim Number # 1805506

Alfonso Roman v. Rancho Santiago Community College District, Orange County Superior Court Case No. 30-2021-01196907-CU-OE-CJC

Francois Tabi v. The Regents and Trustees of Santa Ana College, United States District Court Central District of California Case No. CV20-00323

3. Conference with Legal Counsel: Litigation (pursuant to Government Code Section 54956.9(d)(4) (1 case)
4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Cheng Yu Hou, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association (CSEA), Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees
5. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6):
Agency Negotiator: Board President
Unrepresented Employee: Chancellor

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session.

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

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

6.0 HUMAN RESOURCES

6.1 Approval of Revised Job Description – Vice Chancellor of Educational Services Action

6.2 Management/Academic Personnel Action

- Approval of Revised Job Descriptions
- Approval of Appointments
- Approval of Extensions of Interim Assignment
- Ratification of Resignations/Retirements
- Approval of Voluntary Transfers
- Approval of Hiring of Temporary 1-Year Full-time Faculty Members
- Approval of Hiring of Temporary Long-Term Substitutes (LTS)
- Approval of 2021-2022 Banking Leaves
- Approval of 2021-2022 Contract Step Increases
- Approval of 2021-2022 Contract Column Changes
- Approval of Adjusted Contract Salaries for 2021-2022
- Approval of Additional 2020-2021 Contract Extension Days
- Approval of 2021-2022 Contract Extension Days
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Intern Services

6.3 Classified Personnel Action

- Approval of Temporary to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of New Appointments
- Approval of Short Term Assignments
- Approval of Changes in Temporary Assignments

6.3 Classified Personnel (cont.)

- Approval of Additional Hours for Ongoing Assignment
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Hire Lists

6.4 Presentation of Child Development Centers – California School Employees Association (CSEA) Chapter 888 Initial Bargaining Proposal to Rancho Santiago Community College District Action

It is recommended that the board receive and file the Child Development Centers – CSEA Chapter 888 initial bargaining proposal to RSCCD and schedule a public hearing for its August 9, 2021, meeting.

6.5 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Centers - California School Employees Association (CSEA) Chapter 888 Action

It is recommended that the board receive and file the RSCCD initial bargaining proposal to the Child Development Centers - CSEA Chapter 888 and schedule a public hearing for its August 9, 2021, meeting.

6.6 Approval of 3% Increase to Chancellor’s Salary, Fringe Benefits, and Allowance Pursuant to Chancellor Employment Agreement Action

It is recommended that the board approve the 3% increase to the salary, fringe benefit, and allowance for Marvin Martinez, Chancellor, as presented.

6.7 Authorization for Board Travel/Conferences Action

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

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on August 9, 2021.

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

Monday, June 21, 2021

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The Zoom meeting was called to order at 4:34 p.m. by Mr. Phil Yarbrough via video/teleconference. Other members present were Dr. Tina Arias Miller, Mr. David Crockett, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Mr. Sal Tinajero, and Ms. Elisabeth Neely participated via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20.

Administrators present during the regular meeting via video/teleconference (Zoom) were Ms. Tracie Green, Dr. Marilyn Flores, Mr. Marvin Martinez, Mr. Adam O'Connor, Mr. Enrique Perez, Mr. Jose Vargas, and Mr. Alistair Winter. 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 Administration of Oath of Allegiance to Elisabeth Neely, 2021-2022 Student Trustee

Mr. Yarbrough administered the Oath of Allegiance to Ms. Elisabeth Neely. The board welcomed her as the 2021-2022 student trustee.

1.4 Approval of Additions or Corrections to Agenda

It was moved by Dr. Arias Miller and seconded by Mr. Tinajero to approve revised pages (2 & 12) of the agenda (which included adding Item 6.10 Supplemental Retirement Plan [SRP 2] through Phase II Systems Corporation dba Public Agency Retirement Services [PARS] to page 12 of the agenda). The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely's advisory vote was aye.

1.5 Public Comment

Dr. Becky Ettinger, Ms. Kathrine Lemen, Ms. Karen Martin, Ms. Denise Salcido, and Ms. Kristie Sepulveda-Burchit spoke regarding Item 5.14 (First Reading of Board Policies) in opposition of Board Policy (BP) 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Employees.

Mr. Morrie Barembaum spoke regarding ideas provided to the Chancellor to educate staff on BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Employees.

Ms. Diana Casares spoke on behalf of the classified staff regarding concerns over the lack of leadership by the Chancellor.

Ms. Carrie Graham asked a question regarding Item 5.14 (First Reading of Board Policies) BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Employees. Mr. Yarbrough asked that she submit her questions to the Santa Ana College president.

1.6 Approval of Minutes

It was moved by Mr. Labrado and seconded by Mr. Hernandez to approve the minutes of the regular meeting held May 24, 2021. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

1.7 Approval of Consent Calendar

It was moved by Mr. Hernandez and seconded by Ms. Neely to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 3.1 (College and Career Access Pathways, a Dual Enrollment Partnership Agreement 2021-2026 with Santa Ana Unified School District [SAUSD]) removed from the consent calendar by Mr. Tinajero; Item 4.7 (Award of Bid #1405 for Building D Elevator Modernization Project at Santiago Canyon College [SCC]) removed from the consent calendar by Ms. Neely; and Item 3.2 (Joint Use Agreement between Santa Ana Unified School District and Rancho Santiago Community College District for Middle College High School [MCHS]), Item 4.14 (Purchase Orders Approved by Chancellor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus [COVID-19]), Item 4.16 (Agreement with ProcureAmerica, Business Intelligence Services), Item 5.10 (Master Agreement Template between RSCCD and Its Three Auxiliary Foundations), and Item 5.11 (Renewal of Contract with Townsend Public Affairs, Inc.) removed from the consent calendar by Mr. Hernandez. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

1.7 Approval of Consent Calendar (cont.)

3.3 Ratification of Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in Association with Eastside Family Medical Associates, Inc.

The board ratified the agreement for COVID-19 testing services with Medica Testing Group, Inc. in association with Eastside Family Medical Associates, Inc., as presented.

3.4 Approval of First Amendment to Educational Affiliation Agreement between Rancho Santiago Community College District and Interface Rehab, Inc.

The board approved the first amendment to the educational affiliation agreement between RSCCD and Interface Rehab, Inc. located in Placentia, California, as presented.

3.5 Approval of Proposed Revisions for 2021-2022 Santiago Canyon College Catalog

The board approved the proposed revisions for the 2021-2022 SCC catalog.

3.6 Approval of 2021-2022 California/Nevada Training Trust Master Cost Agreement

The board approved the 2021-2022 California/Nevada Training Trust master cost agreement as presented.

3.7 Approval of 2021-2022 JTS Services Master Cost Agreement

The board approved the 2021-2022 JTS Services master cost agreement as presented.

3.8 Approval of 2021-2022 Metropolitan Water District of Southern California Master Cost Agreement

The board approved the 2021-2022 Metropolitan Water District of Southern California master cost agreement as presented.

3.9 Approval of 2021-2022 Operating Engineers Training Trust JATC Master Cost Agreement

The board approved the 2021-2022 Operating Engineers Training Trust JATC Master Cost Agreement as presented.

3.10 Approval of 2021-2022 Orange County Electrical Training Trust Master Cost Agreement

The board approved the 2021-2022 Orange County Electrical Training Trust master cost agreement as presented.

3.11 Approval of 2021-2022 Southern California Surveyors Master Cost Agreement

The board approved the 2021-2022 Southern California Surveyors master cost agreement as presented.

3.13 Approval of Instructional Service Agreement with Santa Ana Beauty Academy

The board approved the instructional service agreement with Santa Ana Beauty Academy as presented.

1.7 Approval of Consent Calendar (cont.)

- 3.14 Approval of Professional Services Agreement with PGINET Consulting
The board approved the professional services agreement with PGINET Consulting as presented.
- 3.15 Approval of Professional Services Agreement with Interact Communications, Inc.
The board approved the professional services agreement with Interact Communications, Inc. as presented.
- 3.16 Approval of Santiago Canyon College Media Campaign with Spectrum Reach
The board approved the SCC media campaign with Spectrum Reach 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
The board approved budget increases/decreases, and transfers from May 11, 2021, to June 7, 2021.
- 4.3 Adoption of Resolution No. 21-10 to Establish Agency Fund No. 89
The board adopted Resolution No. 21-10 to establish Agency Fund No. 89.
- 4.5 Approval of Agreement with Brailsford & Dunlavey, Inc. for Development Planning for Centennial Education Center (CEC) at Santa Ana College (SAC)
The board approved the agreement with Brailsford & Dunlavey, Inc. for professional consulting services for development planning for CEC at SAC as presented.
- 4.6 Award of Bid #1407 Science Center for Owner Furnished Furnishings and Equipment Project at Santa Ana College
The board approved the award of Bid #1407 to Ramco General Engineering Contractors for the Science Center owner furnishings and equipment project at SAC as presented.
- 4.8 Approval of Amendment to Agreement with Cannon Corporation for On-Call District-wide Land Survey Services
The board approved the amendment to the agreement with Cannon Corporation for on-call District-wide land survey services as presented.
- 4.9 Approval of Renewal of Services with Rave Mobile Safety for Rave Alert and Addition of Rave Guardian
The board approved the renewal of services with Rave Mobile Safety for Rave Alert and the addition of Rave Guardian as presented; and authorized the Interim Vice Chancellor of Business Operations/Fiscal Services to enter into the agreement for a five-year renewal period.

1.7 Approval of Consent Calendar (cont.)

4.10 Approval of Contract for Full Service Maintenance Program with Case Emergency Systems

The board approved the contract for a full service maintenance program with Case Emergency Systems, as presented.

4.11 Acceptance and Award of Request for Proposal (RFP) #1403 for Legal Counsel for District-wide Services

The board awarded RFP #1403 for legal counsel for District-wide services to seven law firms and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related agreements on behalf of the District as presented.

4.12 Approval of Agreement for General Counsel Services with AlvaradoSmith

The board approved authorizing the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and AlvaradoSmith as presented.

4.13 Approval of 2021-2022 Contract Listing

The board approved the 2021-2022 contract listing as presented.

4.15 Approval of Purchase Orders

The board approved the purchase order listing for the period May 2, 2021, through May 22, 2021.

5.1 Approval of Resource Development Items

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

- Early Head Start (District) - *Augmentation* \$ 24,239
- California Adult Education Program (SAC & SCC) \$3,207,811
- Regional Director for Employer Engagement – Information & Communication Technologies (ICT)/Digital Media (District) \$ 50,000

5.2 Adoption of Resolution No. 21-11 with California Department of Social Services for General Child Care and Development Programs (Contract #CCTR-1168)

The board adopted Resolution No. 21-11 with the California Department of Social Services and authorized the Chancellor or his designees to sign and enter into a related contractual agreement on behalf of the district.

5.3 Adoption of Resolution No. 21-12 with California Department of Education for California State Preschool Program (Contract #CSPP-1358)

The board adopted Resolution No. 21-12 with the California Department of Education and authorized the Chancellor or his designees to sign and enter into a related contractual agreement on behalf of the district.

1.7 Approval of Consent Calendar (cont.)

5.4 Approval of Professional Services Agreement with Network Kinecton

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.

5.5 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.

5.6 Approval of Professional Services Agreement with UNITE-LA

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.

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

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.

5.8 Approval of Professional Services Agreement for Managed Threat Detection Services with Tyler Technologies, Inc.

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.

5.9 Approval of Professional Services Agreement with VPLS, Inc.

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.

1.8 Recognition of Classified Staff

The board recognized Ms. Anaisabelle Garcia, Curriculum Specialist, Santiago Canyon College; Mr. Glenn Lott, Technical Specialist I, RSCCD; and Ms. Denise Scolaro, Job Placement Coordinator, Santa Ana College; for being named as Classified Employee of the Year at their respective campuses; and for their professional achievements, dedication, and service to the campus community and the Rancho Santiago Community College District.

1.9 Public Hearing - 2021-2022 Tentative Budget

There were no public comments.

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, which included each president reading a “Notice to the Public Regarding Accreditation Third Party Comments” for their respective college:

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

2.3 Report from Student Trustee

Ms. Neely 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. Elisabeth Neely, Student President, Santiago Canyon College
Ms. Monica Renteria, Student President, Santa Ana College

2.5 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

2.6 Reports from Board Committee Chairpersons and Representatives of the Board

Dr. Arias Miller provided a report on the June 17, 2021, Board Institutional Effectiveness Committee meeting.

Mr. Labrado provided a report on the May 27, 2021, Board Legislative Committee meeting.

Dr. Arias Miller provided a report on the June 15, 2021, Board Policy Committee meeting.

Mr. Tinajero provided a report on the June 8, 2021, RSCCD Foundation meeting.

3.0 INSTRUCTION

Items 3.3 through 3.11, and 3.13, 3.14, 3.15, and 3.16 were approved as part of Item 1.7 (Consent Calendar).

3.1 Approval of College and Career Access Pathways, a Dual Enrollment Partnership Agreement 2021-2026 with Santa Ana Unified School District

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to approve the College and Career Access Pathways, a Dual Enrollment Partnership agreement 2021-2026 with SAUSD located in Santa Ana, California, as presented. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

3.2 Approval of Joint Use Agreement between Santa Ana Unified School District and Rancho Santiago Community College District for Middle College High School

It was moved by Mr. Tinajero and seconded by Mr. Hernandez to approve the Joint Use Agreement between SAUSD and RSCCD for MCHS, as presented. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

3.12 Approval of 2021-2022 Southwest Carpenters Training Fund and Southwest Carpenter and Affiliated Trades Joint Apprenticeship and Training Committee Master Cost Agreement

Mr. Hanna expressed his intention to abstain from the vote due to a potential conflict of interest and left the meeting at this time.

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee master cost agreement as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough; and a vote of abstention from Mr. Hanna. Student Trustee Neely’s advisory vote was aye.

Mr. Hanna returned to the meeting at this time.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, and 4.5, 4.6, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.15 and 4.16 were approved as part of Item 1.7 (Consent Calendar).

4.4 Approval of 2021-2022 Tentative Budget

It was moved by Dr. Arias Miller and seconded by Mr. Hernandez to approve the 2021-2022 proposed Tentative Budget as presented. Discussion ensued. Mr. Yarbrough asked that the responses to his questions be added to the minutes. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely's advisory vote was aye.

4.7 Ratification of Award of Bid #1405 for Building D Elevator Modernization Project at Santiago Canyon College

It was moved by Ms. Neely and seconded by Mr. Crockett to ratify awarding Bid #1405 for Building D elevator modernization project at SCC as presented. Discussion ensued. Mr. Hanna asked that the following be included in the minutes verbatim:

Ms. Neely: *Yes, sir. Upon reading this, contract there were a few concerns that I had. I went to SCC this morning and got in contact with campus security who let me into the building and escorted me to the elevator in question. The concerns I have about this contract are accessibility to the second floor for disabled students, while the project is occurring. This primary concern was addressed earlier today by Adam O'Connor who said that the project would occur during the spring intersession where no students would be on campus. Now the question I have is about if the project exceeds its amount of time, as some projects do, what will happen with the disabled students in regards to accessing the second floor of the building for their classes? Are there any measures in place that will either take classes outside or move classes so they are accessible to everybody?*

Mr. Martinez: *Go ahead Adam.*

Mr. O'Connor: *Thank you for the question, by the way, Trustee Neely, because it's very important for the accessibility. It made me think that just including the contract time of 210 days really didn't explain how we really tried to mitigate those accessibility issues. Thank you for that question. Yes, if for some reason something happened that pushed that longer, we would need to work with the disabled students program in order to try to move those classes and make sure that those students had accessibility to the class.*

Ms. Neely: *Okay. So, in the event the project does take longer, we will make a solution happen for all parties involved?*

Mr. O'Connor: *Yes. Correct. We would have to find a location to relocate if that were needed.*

Ms. Neely: *Okay.*

The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely's advisory vote was aye.

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

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to ratify the purchase orders approved by the chancellor per Resolution No. 20-03 for the period January 1, 2021, through June 8, 2021. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

4.16 Approval of Agreement with ProcureAmerica, Business Intelligence Services

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to approve the agreement with ProcureAmerica, Business Intelligence Services, as presented. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

5.0 GENERAL

Items 5.1 through 5.9 were approved as part of Item 1.7 (Consent Calendar).

5.10 Approval of Master Agreement Template between RSCCD and Its Three Auxiliary Foundations

It was moved by Dr. Arias Miller and seconded by Mr. Tinajero to approve the Master Agreement template formalizing the relationships between the District and its auxiliary foundations. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

5.11 Approval Renewal of Contract with Townsend Public Affairs, Inc.

It was moved by Dr. Arias Miller and seconded by Mr. Tinajero to approve the contract for consulting services with Townsend Public Affairs, Inc. as presented. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

5.12 Approval of Board Legislative Committee Recommendations

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to approve the Board Legislative Committee’s recommendations on legislative bills. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

5.13 Adoption of Board Policy

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to adopt Board Policy 6620 Naming of District Properties and Facilities. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

5.14 First Reading of Board Policies

The following policies were presented for a first reading as an information item:

- Board Policy 2431 Chancellor Selection
- Board Policy 2760 Campaign Limitations
- Board Policy 7100 Commitment to Diversity
- Board Policy 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW)

5.15 Discussion of RSCCD’s Relationship with SchoolsFirst Federal Credit Union

Board members discussed RSCCD’s relationship with SchoolsFirst Federal Credit Union as an informational item. Discussion ensued.

It was moved by Mr. Hernandez and seconded by Dr. Arias Miller to suspend the rules and consider additional public comments at this time. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

1.4 Public Comments

Mr. Barry Resnick spoke regarding his past interactions with SchoolsFirst Federal Credit Union.

5.15 Discussion of RSCCD’s Relationship with SchoolsFirst Federal Credit Union (cont.)

Discussion ensued. Mr. Yarbrough asked that this item be placed on the next agenda as an action item.

5.16 Board Member Comments

Board members commended staff on the commencement ceremonies both colleges held at Angel Stadium and commented how exceptional the students were who graduated.

Dr. Arias Miller spoke of Juneteenth begin recently recognized as a federal holiday and June as being recognized as Pride month.

Mr. Crockett and Mr. Hernandez shared their participation in Juneteenth activities.

5.16 Board Member Comments (cont.)

Mr. Crockett, Mr. Hanna, Mr. Tinajero, and Mr. Yarbrough expressed appreciation for board members having meaningful discussions especially when differing opinions are shared.

Mr. Hanna apologized for not being able to attend the commencement ceremony for SCC since graduation was so late this year and he had already made plans for June 14, 2021. He stated that it is the first time since being a member of the board that he was unable to attend.

Board members welcomed Ms. Neely as the student trustee for 2021-2022 and stated they are looking forward to working with her.

Mr. Hanna thanked Ms. Renteria for her service as the 2021-2022 SAC Student President, Mr. Shahbazian for his service as 2021-2022 SAC Academic Senate President, and Mr. Barry Resnick for his insight on the SchoolsFirst Federal Credit Union discussion.

Mr. Hernandez reported he attended the last softball game of the season.

Mr. Hernandez asked for a joint meeting with Santa Ana Unified School District Board of Education members.

Mr. Hernandez asked that the board have a Diversity, Equity & Inclusion (DEI) item on the next agenda as an action item which would include a presentation and resolution recommended by the State Chancellor's office for approval.

Mr. Tinajero stated that he is a National Football League (NFL) Raiders fan and commended one of the Raiders' players for having the courage to be the first openly gay football player in the NFL.

Mr. Tinajero announced that only two schools in the history of Orange County have won the National Championship in Speech and Debate tournament and one of them is Santa Ana High School (SAHS). He is hopeful the students who were on the SAHS Speech and Debate team that won will matriculate into Santa Ana College.

Mr. Tinajero shared that in honor of his father who was murdered when he was 15 years old, he started a scholarship at Santa Ana College for students from Santa Ana Unified School District who have competed on Speech and Debate teams.

Mr. Yarbrough asked that the responses to the questions he and Ms. Neely asked be attached to the minutes.

Mr. Yarbrough expressed appreciation to staff for providing services throughout the pandemic.

RECESS TO CLOSED SESSION

The board convened into closed session at 9:10 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
 - f. Professional Experts
 - g. Educational Administrator Appointments
 - (1) Vice Chancellor, Business Services
 - (2) Vice Chancellor, Human Resources
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Rebecca Gonzalez v. Rancho Santiago Community College District, Alliance of Schools for Cooperative Insurance Program (ASCIP) Case #1906548

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

Anthony Rabiola v. Rancho Santiago Community College District, Alliance of Schools for Cooperative Insurance Program Claim Number # 1805506

Alfonso Roman v. Rancho Santiago Community College District, Orange County Superior Court Case No. 30-2021-01196907-CU-OE-CJC

Francois Tabi v. The Regents and Trustees of Santa Ana College, United States District Court Central District of California Case No. CV20-00323

3. Appeal of Student Expulsion (pursuant to Education Code 76030)
Student #2173613
4. Public Employee Performance Evaluation (Gov. Code section 54957[b][1])
 - a. Chancellor Marvin Martinez, annual review
5. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Alistair Winter, Assistant 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

The board reconvened at 11:49 p.m.

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

Public Comment

There were no public comments.

Closed Session Report

Mr. Crockett reported the board discussed the appeal of a student expulsion, evaluation of the Chancellor and labor negotiations; and the board took action during closed session to uphold the expulsion of Student #2173613 with the following vote: Aye – Mr. Labrado, and Mr. Tinajero, and Mr. Yarbrough; Nay - Dr. Arias Miller, Mr. Hanna, and Mr. Hernandez. Mr. Crockett recused himself from the vote. Student Trustee Neely's advisory vote was nay.

6.0 HUMAN RESOURCES

6.1 Approval of Appointment/Employment Agreement: Vice Chancellor, Business Services

Mr. Yarbrough indicated this item is to approve the appointment and employment contract for Iris I. Ingram as Vice Chancellor for Business Services and to discuss the terms of employment contract per Government Code 54953(c)(3) prior to taking final action on the salary and fringe benefits of the employment contract:

1. The proposed salary for Iris Ingram, the new Vice Chancellor, Business Services, is \$245,132.00 for the academic year with a start date of July 6, 2021.
2. Health and welfare benefits shall be the same as that currently provided to all District administrators.
3. Fringe benefits will include a onetime up to \$10,000 moving allowance.
4. Cell phone to be paid for by the District.
5. The District will contribute \$605 per month to a tax-sheltered annuity.

It was moved by Mr. Tinajero and seconded by Mr. Hernandez to approve the appointment/employment agreement for the Vice Chancellor, Business Services. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely's advisory vote was aye.

Mr. Hanna joined the public meeting at this time.

6.2 Approval of Appointment/Employment Agreement: Vice Chancellor, Human Resources

Mr. Yarbrough indicated this item is to approve the appointment and employment contract for Cheng Yu Hou as Vice Chancellor of Human Resources and to discuss the terms of employment contract per Government Code 54953(c)(3) prior to taking final action on the salary and fringe benefits of the employment contract:

1. The proposed salary for Cheng Yu Hou, the new Vice Chancellor of Human Resources, is \$257,388.81 for the academic year with a start date of July 6, 2021.
2. Health and welfare benefits shall be the same as that currently provided to all District administrators.
3. Fringe benefits will include a onetime up to \$10,000 moving allowance.
4. Cell phone to be paid for by the District.
5. The District will contribute \$605 per month to a tax-sheltered annuity.

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to approve to approve the appointment/employment agreement for the Vice Chancellor, Human Resources. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

6.3 Approval of 2021-2022 CEFA Permanent Hourly Salary Schedule Effective August 16, 2021

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to approve to approve the 2021-2022 CEFA Permanent Hourly Salary Schedule Effective August 16, 2021. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

6.4 Management/Academic Personnel

It was moved by Mr. Tinajero 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. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

- Approve 2021-2022 Administrator/Academic Supervisor Step Increases
- Approve 2021-2022 Management/Supervisory/Confidential Step Increases
- Approve Extensions of Interim Assignment
- Approve Interim Assignments
- Approve 2021-2022 CSEA 888 Contract Step Increases
- Approve 2021-2022 FARSCCD 175 Day/10 Month Contract Step Increases
- Approve 2021-2022 FARSCCD 192 Day/12 Month Contract Step Increases

6.4 Management/Academic Personnel (cont.)

- Approve 2021-2022 FARSCCD Contract Coach Stipends
- Approve 2021-2022 FARSCCD Contract Coordinator Stipends
- Approve 2021-2022 CSEA 888 Contract Stipends
- Approve 2021-2022 FARSCCD Contract Extension Days
- Approve Additional 2020-2021 Contract Extension Days
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-Paid Instructors of Record

6.5 Classified Personnel

It was moved by Mr. Tinajero 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. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

- Approve 2021-2022 CSEA Chapter 579 Step Increases
- Approve Miscellaneous Pay Schedule-2021-2022
(Compliance with scheduled minimum wage increase-Senate Bill 3)
- Approve Hourly Ongoing to Contract Assignments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Leaves of Absence
- Approve Short Term Assignments
- Approve Additional Hours for Ongoing Assignment
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

6.6 Approval of First Amendment to Professional Services Agreement between Rancho Santiago Community College District and Association of Community College Trustees (ACCT)

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to approve the first amendment to the professional services agreement between RSCCD and ACCT, as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

6.7 Approval of First Amendment to Professional Services Agreement between Rancho Santiago Community College District and PPL, Incorporated

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to approve the first amendment to the professional services agreement between RSCCD and PPL, Inc., as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

6.8 Approval of Amendment No. 1 to Agreement between Rancho Santiago Community College District and Health Advocate, Incorporated for Employee Assistance Program and Advocacy Services

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to approve amendment No. 1 to the agreement between RSCCD Health Advocate, Inc., as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

6.9 Approval of First Amendment to Professional Services Agreement between Rancho Santiago Community College District and Van Dermyden Makus Law Corporation

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to approve the first amendment to the professional services agreement between RSCCD and Van Dermyden Makus Law Corporation, as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

6.10 Approval of Supplemental Retirement Plan (SRP 2) through Phase II Systems Corporation dba Public Agency Retirement Services (PARS)

It was moved by Mr. Tinajero and seconded by Ms. Neely to approve the Supplemental Retirement Plan (SRP2) through Phase II Systems Corporation dba Public Agency Retirement Services, as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

7.0 ADJOURNMENT

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

There being no further business, Mr. Yarbrough declared the meeting adjourned at 11:57 p.m.

Respectfully submitted,

Marvin Martinez, Chancellor

Approved: _____
Clerk of the Board

Minutes approved: July 12, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the President – Santiago Canyon College

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

Date: June 21, 2021
To: Marvin Martinez, Chancellor
From: Jose F. Vargas, Interim President
Subject: Response to Board Requests

From Student Trustee Elisabeth Neely

Item #3.16: Approval of Santiago Canyon College Media Campaign with Spectrum Reach

Question: 3.16 #1 If we're going to be advertising, what is the forecasted increase of students?

Answer: This item is one piece of our overall recruitment strategy. Our goal is to serve an additional 300 Full-Time Equivalent Students (FTES) for the current 2021-22 academic year compared to the 2020-21 year. Since this campaign is to increase enrollment in the fall 2021 semester, fall 2021 late start classes, and spring 2022 Intersession, the forecast would be to draw in an additional 200 students compared to the previous like semester/sessions.

Question: 3.16 #2 Do we have the resources, specifically instructors and classes, to support them?

Answer: Yes.

Question: 3.16 #3 Do we have room in the budget for the hypothetical increase in staff and classes?

Answer: Yes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Vice Chancellor - Business Operations/Fiscal Services

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7342 – Office

Date: June 21, 2021

To: Marvin Martinez, Chancellor

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

Subject: Response to Inquiry from Trustee Neely Regarding Docket Item 4.7 Ratification of Award of Bid #1405 for Building D Elevator Modernization Project at Santiago Canyon College

From Trustee Neely

Item 4.7 Ratification of Award of Bid #1405 for Building D Elevator Modernization Project at Santiago Canyon College – I went to SCC today, introduced myself to campus security, and worked with them to assess the elevator situation in the D building. This project is projected to last 210 calendar days assuming nothing goes wrong. What are disabled students going to do about accessing classes during this time? The elevator in question is the sole elevator in the building and there isn't access to the second floor from any other adjacent building.

- The 210-day estimate is for the entire contract period as there was a kickoff meeting with the contractor and the college last week. There is however a long lead time for procuring the equipment for the elevator. The elevator will only be out of service when finals are over in December through completion in February before the semester starts again.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Vice Chancellor - Business Operations/Fiscal Services

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7342 – Office

Date: June 21, 2021

To: Marvin Martinez, Chancellor

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

Subject: Response to Inquiry from Trustee Yarbrough Regarding Docket Item 4.3 Adoption of Resolution No. 21-10 to Establish Agency Fund No. 89 and Item 4.4 Approval of 2021-2022 Tentative Budget

From Trustee Yarbrough

Item 4.3 Adoption of Resolution No.21-10 to Establish Agency Fund No. 89 – Why doesn't the State Chancellors office get their own fund and manage it themselves? What do we get from this?

- The Proposition 98 legislation requires that the funds be expended through a community college district, which is why the CCCCCO uses the fiscal agent model.
- The district will receive \$1.2 million per year as a flat rate to serve as the fiscal agent. These funds are a fee for the services and spent to support staffing and other costs. The agreement to serve as the fiscal agent goes for five years. The rate will be reevaluated for COLA in the third year of the agreement.

Item 4.4 Approval of 2021-2022 Tentative Budget - Budget Questions: Pg 7 8650 Explain the volatility of this account – 8860 Is this the result of the collapse of interest rates following the outbreak of COVID-19? Pg 10 5900 Explain the increase in this account – is this one time categorical funds? Pg 12 What is the column “% change 20/21 Est/ 20/21 Budget” and why is it blank? Pg 13 8981/8983 Is this a COVID categorical item? Pg 15 5800 is this the result in the office being shut down during the pandemic? Pg 77 Fund 78 Discuss the loss last year, and the current balance of these funds that are not invested with the OC Treasurer's office. I was told that this is a place-holder budget. Why is it a place-holder budget and what changes can we then anticipate?

- Revenue account 8659 is used to account for several large categorical programs. The volatility is related to the timing of expenditures and carryover to the next year for additional spending.

- Yes, the budget for revenue account 8860 has been reduced significantly due to falling interest rates. Our funds in the County were earning 2.34% in June 2019 and has been reduced every quarter since to the current rate of 0.74%.
- Yes, account 5900 is where the majority of the expenses in the large categorical programs mentioned above are budgeted. There is volatility in the account based on the timing of expenditures.
- The column titled “% change 20/21 Est/20/21 Budget” compares the percentage change from the current year actuals versus current year allocated budget. On page 12 most of the estimates match budget and therefore show a dash indicating there is no expected difference.
- Account 8981/8983 is used to account for interfund and intrafund transfers. Our budget assumptions include a transfer into the unrestricted general fund from the Federal Higher Education Emergency Relief (HEER) Funds in the amount of \$4,091,787.
- Much of the college carryover funds are budgeted in line item 5800 as a holding account. Once it is determined how the college anticipates spending the funds, some of the funding is transferred to other accounts. We did not experience a reduction in these expenditures due to the pandemic.
- Fund 78 accounts for the funds set aside for retiree health benefits in an irrevocable trust. These funds earned \$2.2 million in 2019/20 and we estimate the funds will earn \$9.7 million for a total of \$11.9 million since inception. There was one quarter where the funds had posted a loss but that was made up throughout the year. Although at any given time there can be market fluctuations up or down, in calendar year 2020, the funds earned a net 14.06% and calendar year 2021 through May has earned 25.23%. In addition to the current balance in the irrevocable trust of \$56.2 million, the district has an additional \$41.6 million set aside in Fund 63 for retiree health benefits as well.
- As a reminder, the tentative budget is always a placeholder budget to allow us to open the fiscal year and pay required payroll and other bills. Rarely have districts had all relevant information until the Adopted Budget is prepared and brought for approval by the Board of Trustees in September. As new information is received we update our budget assumptions and bring for Board of Trustees approval each August. There are several differences between the governor’s May Revise budget proposal and the budget passed by the legislature. They did not work out these differences before passing a budget and therefore are continuing to negotiate and will propose trailer bills to finalize the budget package before the end of June.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SANTA ANA COLLEGE – ACADEMIC AFFAIRS

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Dual Enrollment Agreement between Western Education Corporation and the Rancho Santiago Community College District	
Action:	Request for Approval	

BACKGROUND

Santa Ana College (“SAC”) and Western Education Corporation, which operates Orange County Workforce Innovation High School, desire to enter this Dual Enrollment Agreement (“Agreement”). The purpose of this Agreement is to expand dual enrollment opportunities for nontraditional high school students, with the goal of developing seamless pathways from high school to community college. This Agreement with Western Education Corporation, which operates Orange County Workforce Innovation High School, will allow SAC to offer college courses to high school students at Orange County Workforce Innovation High School, adding value to the exceptional educational programs and activities that Orange County Innovation High School currently offers to their students.

ANALYSIS

The Agreement will allow SAC to offer dual and current enrollment classes to the public and collect apportionment that could not be collected without its implementation. The Agreement will also offer additional opportunities for Orange County Workforce Innovation High School students to complete identified pathways while they are high school students. It shall be effective for three (3) years or until written termination by either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Dual Enrollment Agreement between Western Education Corporation and Rancho Santiago Community College District, as presented.

Fiscal Impact:	None	Board Date: July 12, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Fernando Ortiz, Ph.D., Dean, Academic Affairs	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**DUAL ENROLLMENT AGREEMENT
BETWEEN
WESTERN EDUCATION CORPORATION AND THE
RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

This Dual Enrollment Agreement (hereinafter “Agreement”) is entered into on the 10th day of August 2021 by and between Western Education Corporation, dba Orange County Workforce Innovation High School (hereinafter “SCHOOL”) and the Rancho Santiago Community College District (hereinafter “RSCCD”), on behalf of Santa Ana College (hereinafter “SAC”) for the establishment of a dual enrollment program and use of SCHOOL’S facilities.

RECITALS

WHEREAS, SCHOOL and RSCCD/SAC have established a successful history of collaboration and mutual support to provide students and local communities with exceptional educational programs and activities;

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences;

WHEREAS, SCHOOL continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses;

WHEREAS, SCHOOL desires to offer students the opportunity for dual enrollment in such courses;

WHEREAS, SCHOOL desires to contract with SAC to offer educational courses for college credit;

WHEREAS, RSCCD/SAC is willing to offer college courses at the SCHOOL’S high school resource center, which will benefit SCHOOL’S students by providing a convenient location and schedule; and

WHEREAS all of the terms between the parties shall be set forth in this Agreement.

AGREEMENT

NOW, THEREFORE be it resolved that SCHOOL and RSCCD/SAC agree to the following terms and to work together to afford current SCHOOL students the opportunity to enroll in dual enrollment courses to expand access to affordable higher education, provide challenging academic and career preparatory experiences to qualified high school students in their junior and senior year, and enable students to earn simultaneous college credit and meet high school graduation requirements:

1. Use of Facilities. RSCCD/SAC shall have use of appropriate classroom facilities

located at the SCHOOL center beginning on August 10, 2021, to be used for the purpose of offering dual enrollment credit courses for SCHOOL's students through concurrent enrollment in credit RSCCD/SAC courses. A reduction or increase in the number of rooms, dates, or times, beyond those outlined in Section 1 shall be scheduled by mutually agreement and consent according to Section 2.

2. Scheduling. No later than February of each year, SCHOOL and RSCCD/SAC shall each designate a representative to review the availability of facilities for the following academic year and begin planning potential course offerings.

3. Financial Commitments

a. Instructional Staff.

i. For courses taught by RSCCD/SAC faculty outside of the allotted ADA hours of instruction, RSCCD/SAC will be the employer of record of such instructional staff for the purposes of compensation, assignment monitoring and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers' compensation coverage, payroll taxes, and STRS employer contributions. Courses taught by RSCCD/SAC faculty as part of this Agreement will be open to the public and will be reported for state apportionment. In case of the need for a RSCCD/SAC faculty member to teach a course embedded in the school day, then SAC will be responsible for compensation of the instructional staff, including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions.

ii. For courses taught by SCHOOL faculty, SCHOOL will be the employer of record of such instructional staff for the purposes of compensation, assignment monitoring and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers compensation coverage, payroll taxes, and STRS employer contributions. SAC courses taught by SCHOOL staff meeting RSCCD/SAC's minimum qualifications will not be reported for state apportionment and will be offered only to SCHOOL's students.

b. Equipment and Supplies. SCHOOL will be responsible for books, textbooks, class material fees, other supplies (whiteboard markers paper, copying, etc.) and equipment (laptop, overhead projector, etc.) associated with support for instruction related to this Agreement.

c. Technology. SCHOOL will be responsible for any technology services costs associated with Sections 4 and 5.

d. Damage to SCHOOL's Facilities. Each party will bear its respective costs of any repair or damages caused by or resulting from its (including its employees, representatives or agents) use of the SCHOOL's facilities as more fully described in Section 11 of this Agreement.

e. Use of Facility Fee. SCHOOL agrees to allow RSCCD/SAC access to classroom

space for the express purpose of offering dual enrollment courses to SCHOOL students and to waive any applicable use of facilities fees.

- f. **Safety/Security.** SCHOOL will be responsible for the direct costs of safety, security, and supervision of the SCHOOL site during the hours of the RSCCD/SAC dual enrollment operation.
4. **Technology Services.** The parties will cooperate to provide students and staff appropriate levels of Internet, network access, and other software resources.
 5. **Program Management.** RSCCD/SAC and SCHOOL will cooperate with respect to elements of program management.
 - a. Dual enrollment courses are governed by the policies and regulations of RSCCD/SAC. These policies, regulations and standards apply to students, faculty, staff, instructional procedures, academic standards, course offerings, course outlines of record, whether courses are offered at the college campus, at off-campus sites, including distance learning and internet, or at secondary schools.
 - i. RSCCD/SAC and SCHOOL will both designate coordinators that will work together on the processes, procedures, and tracking mechanisms that will ensure compliance with dual enrollment course policies, regulations, and standards, including the necessary qualifications and student documentation prior to students taking courses.
 - b. RSCCD/SAC coordinators will ensure that SCHOOL teachers adhere to course requirements, standards, learning materials, course logistics (including developing a schedule that adapts the RSCCD/SAC course schedule to the student's regular high school schedule), and RSCCD/SAC standards, policies, expectations, and systems.
 - c. For courses taught by SCHOOL'S faculty, SCHOOL will submit grades to RSCCD/SAC when due according to RSCCD/SAC's schedule. SCHOOL will include all criteria identified by RSCCD/SAC for grading purposes. Upon completion of SCHOOL semester, dual enrollment teachers will submit change of grade forms, when applicable, for students whose grades have changed since the end of RSCCD/SAC's semester.
 - d. An advisory committee developed by each institution will meet regularly to review the program and develop suggestions for improvement.
 - e. Amendments to this Agreement must be in writing and signed/approved by the designated representative of each institution.
 - f. Student withdrawal dates/policies will be consistent with existing RSCCD/SAC adopted policies and calendars.

- g. Academic advising will be the joint responsibility of SCHOOL and RSCCD/SAC.
- h. Matters of student discipline and Title IX investigations will be handled cooperatively between the appropriate RSCCD/SAC and SCHOOL administrators and Title IX investigations.
- i. Matters regarding instruction will follow RSCCD/SAC policies and procedures.
- j. RSCCD/SAC courses offered at the SCHOOL site will adhere to RSCCD/SAC scheduling practices and the annual academic calendar. Exceptions may be made with approval of the RSCCD/SAC Vice President of Academic Affairs.
- k. Enrollment in RSCCD/SAC courses offered under this Agreement will be limited to SCHOOL students who complete the concurrent enrollment process and meet applicable course prerequisites as established by RSCCD/SAC.
- l. RSCCD/SAC and SCHOOL will jointly select courses to be offered.
- m. Dual enrollment courses completed by SCHOOL students will be identified on both the college and high school transcripts in the standard format and will not be identified as dual enrollment.

6. Admissions, Tuition, Textbooks, and Fees

- a. All SCHOOL students enrolled in RSCCD/SAC coursework under this Agreement will have their enrollment fees waived under RSCCD/SAC concurrent enrollment policies in accordance with applicable California law.
- b. In order to earn college credit, SCHOOL will be responsible for paying a Health Fee and all necessary student representation fees per term.
- c. RSCCD/SAC and SCHOOL will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes.
- d. Enrollment shall be open to all eligible students as part of this Agreement who have been admitted to SAC and who meet applicable prerequisites. All SCHOOL high school students must be fully matriculated to the college prior to taking RSCCD/SAC courses (application, assessment, and orientation).
- e. Completed Special Admit forms will be collected from each high school student participating in the dual enrollment program and submitted as a group packet by the designated coordinator at SCHOOL.
- f. Dual enrollment students will have access to RSCCD/SAC's services such as the library, tutoring, student I.D. cards, etc.

- g. The maximum number of students who will be allowed to enroll in a dual enrollment course will be limited to the course capacities established by RSCCD/SAC.
 - h. Recruitment into the dual enrollment program will be the responsibility of both SCHOOL and RSCCD/SAC.
7. Textbooks. All textbooks for dual enrollment classes must be approved by the appropriate college department and faculty.
8. Courses to be Offered: All courses taught as part of this Agreement will be selected from only the courses that are officially listed in the SAC Catalog for the year in which the course is taught at the participating SCHOOL high school. These courses will all be listed in the SAC Catalog and available for on-line review at sac.edu/Catalog and Schedule/Documents.
9. Minimum Qualifications, Employment Application, Faculty Mentoring, Teaching Load, and Faculty Replacement
- a. SCHOOL faculty teaching dual enrollment college level, occupational, or developmental courses must meet the minimum qualifications as defined by RSCCD/SAC based on the current Minimum Qualifications for Faculty and Administrators in California Community Colleges. Each faculty member teaching dual enrollment courses shall be confirmed for their teaching assignment via a process involving appropriate academic personnel at RSCCD/SAC.
 - b. The appropriate RSCCD/SAC administrator will grant final approval to SCHOOL teachers eligible to teach dual enrollment courses. RSCCD/SAC will orient the approved faculty member.
 - c. Teaching load for any participating SCHOOL faculty will be limited to a total of no more than 66.67% (10 LHE) per term for ALL SAC course assignments, whether within the SCHOOL day or outside of it.

10. Faculty Evaluation and Responsibilities

- a. All dual enrollment courses will be taught according to an RSCCD/SAC approved course outline; demonstrating the pace, rigor, and quality of a college-level course.
- b. SCHOOL faculty teaching a dual enrollment course will follow the RSCCD/SAC course outline of record for the course and participate in any required student learning outcomes (SLO) assessment mechanisms. RSCCD/SAC and SCHOOL will coordinate these assessments.
- c. All SCHOOL dual enrollment faculty will be evaluated per RSCCD/SAC guidelines, policies, and procedures applicable to associate faculty (temporary faculty) for the dual enrollment course they are teaching.

- d. SCHOOL instructors for dual enrollment courses will take attendance and notify the designated high school administrator/counselor of any attendance problems.
- e. Faculty teaching dual enrollment courses will coordinate with SCHOOL & RSCCD/SAC administrators prior to dropping a student from their course.
- f. High school teachers who teach dual enrollment courses as part of the school/district contracted teaching assignment shall not receive any additional (extra duty) compensation by RSCCD or SAC.
- g. Instructors teaching dual enrollment college courses must submit grades to both SCHOOL and RSCCD/SAC.

11. Indemnification and Insurance. Each party hereto, SCHOOL and RSCCD/SAC, shall indemnify, hold harmless, and defend the other, its managers, trustees, agents, officers, volunteers or employees from any and all claims, demands or charges and from any damages, loss or liability, including reasonable attorneys' fees and expenses of litigation, which either indemnified party shall become obligated to pay by reason of the death, and/or injury to persons or properties received or suffered as a result of the use of the facilities described herein by the indemnitor pursuant to this Agreement because of the negligence, wrongful acts, or omissions, by the indemnitor, except as such loss or liability, including reasonable attorneys' fees and expenses of litigation, are caused by the acts or omissions of the indemnitee, its employees, agents, directors, or officers. Further, SCHOOL and RSCCD/SAC shall be responsible for any and all damage to the property of the other party to this Agreement resulting from such liable party's use of the facilities pursuant to this Agreement. During the entire term of this Agreement, SCHOOL and RSCCD/SAC shall, each at their own expense, maintain and provide to each other upon request, insurance as set forth below:

- a. General Liability. \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Policy will be endorsed to name the other party as an additional insured.
- b. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation. As required by the Labor Code of the state of California, and Employers' Liability Insurance, with limits as required by the Labor Code of the state of California and Employers' Liability limits or \$1,000,000 per accident.
- d. Other Provisions. Each party will provide the other party with certificates of insurance and required executed endorsements, evidencing compliance with this section. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the other party.

12. No Personal Liability. It is expressly understood and agreed that no personal liability whatsoever shall attach to any members of the Board of SCHOOL or of

RSCCD/SAC, nor any of the officers or employees thereof by virtue of this Agreement.

13. Assignment. This Agreement shall inure to the benefit of and shall be binding upon the assigns or successors in interest of each of the parties hereto; provided, however, neither party shall assign nor transfer any of its rights, duties, or obligations under this Agreement without prior written consent of other party.
14. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to RSCCD:
Rancho Santiago Community College District
Attn: Vice Chancellor of Business Services
2323 North Broadway
Santa Ana, California 92706

With a copy to:
Santa Ana College
Attn: Dr. Fernando Ortiz, Dean of Academic Affairs
1530 W. 17th Street
Santa Ana, CA 92706

If to SCHOOL:

Orange County Workforce Innovation High School
Attn: Jeff Brown, Chief Executive
Officer,
505 N. Euclid St. #100
Anaheim, CA 92801

15. Term and Termination. This Agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all parties hereto and shall remain in effect for three (3) years thereafter unless sooner terminated by either party in accordance with this section.
- a. This Agreement may be terminated by either party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other party except that any student enrolled in any dual enrollment course shall be allowed to complete such course.
 - 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. This Agreement shall immediately terminate if any parties' licenses, accreditations or certifications required for the program are terminated, revoked, reduced, or any type of disciplinary action is taken against SAC or SCHOOL by any accreditation or regulatory agency.

16. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.

17. Equal Employment Opportunity. Each party to this Agreement for itself, its subcontractors, assignees and successors in interest, agree not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in California Government Code § 12926, ancestry, marital status, or citizenship.

18. Disqualified Employees. Each party to this Agreement shall ensure that persons who perform services on SAC's or SCHOOL's property have not been convicted of any felony, any controlled substance offense, or any sex offense, as those terms are defined by Education Code §§ 87008-87010.

19. 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

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

<p>WESTERN EDUCATION CORPORATION, dba Orange County Workforce Innovation High School</p> <p>SCHOOL Governing Board</p> <p>Approval Date: _____</p> <p>Signed by: _____ Jeff Brown, Chief Executive Officer, SCHOOL</p>	<p>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p> <p>RSCCD Governing Board</p> <p>Approval Date: _____</p> <p>Signed by: _____ Iris I. Ingram, Vice Chancellor of Business Services</p>
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – School of Continuing Education

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Standard Clinical Affiliation Agreement with Covenant Care California, LLC dba St. Edna Sub-Acute and Rehabilitation Center	
Action:	Request for Approval	

BACKGROUND

In 2020, Santa Ana College (“SAC”) School of Continuing Education (“SCE”) was approved by the California Department of Public Health (“CDPH”) as an approved Nurse Assistant Training Program provider. Pursuant to Governor Newsom’s Executive Order N-29-20, dated March 17, 2020 and the Temporary Program Flexibility Request granted by CDPH, students completed the clinical requirements at Remington Education Center. SAC SCE seeks to enter into a five (5) year Standard Clinical Affiliation Agreement with Covenant Care California, LLC dba St. Edna Sub-Acute and Rehabilitation Center (“Agreement”) so that students in the Nursing Assistant Training Program may complete the required training to be eligible for the State Nursing Assistant Examination.

ANALYSIS

Through this Agreement, Covenant Care California, LLC dba St. Edna Sub-Acute and Rehabilitation Center will provide classroom space, free-of-charge, to SAC SCE to offer the required Nursing Assistant clinical training for the period of July 13, 2021 (when signed by both parties) and continue through June 30, 2026. SAC SCE will provide a Nursing Assistant instructor to supervise students at St. Edna Sub-Acute and Rehabilitation Center facility and will collect State apportionment for the training.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Standard Clinical Affiliation Agreement with Covenant Care California, LLC dba St. Edna Sub-Acute and Rehabilitation Center, located in Santa Ana, as presented.

Fiscal Impact:	Increased Apportionment	Board Date: July 12, 2021
Prepared by:	James Kennedy, Ed.D., Vice President, School of Continuing Education Lorena Chavez, Interim Dean, Instruction and Student Services	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 North Broadway, Santa Ana, California, on behalf of Santa Ana College School of Continuing Education ("College") and Covenant Care California, LLC dba **St. Edna Sub-Acute and Rehabilitation Center** ("Clinical Facility"), located at 1929 North Fairview Street, Santa Ana, California 92706.

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

WHEREAS, College is a duly accredited educational institution that conducts Certified Nurse Assistant Training program(s) (the "Program");

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

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

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

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

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

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

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

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

"Clinical Facility" shall refer to St. Edna Sub Acute and Rehabilitation Center its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

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

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

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation ("Rotation"), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration,

matriculation, promotion and graduation. College acknowledges and agrees that the rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.

3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. Applicable Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.
6. Academic Year. The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.
7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).
8. Orientation. Clinical Facility and College shall provide an orientation for assigned students and faculty participating in each rotation.
9. Compliance with Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

As dictated by Orange County Public Health guidelines, all students must adhere to weekly/regular COVID testing and bring personal protection equipment (PPE) onsite during clinical rotation, when applicable. Students must use designated areas at the facility during break or mealtimes.

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

agents, employees and students under the terms of this Agreement. Further, neither College, its staff members, nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

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

21. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.
 - b. Professional liability insurance for staff and for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
 - c. Workers' Compensation coverage for staff and students participating in the rotation.
 - d. Such other insurance in amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
 - e. District will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to Clinical Facility within 10 days of execution of this agreement.
23. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.
 - b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
 - c. Workers' Compensation insurance covering Clinical Facility's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 - d. 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.
 - e. Clinical Facility will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to District within 10 days of execution of this agreement.
24. Student Health Records. Any student participating in a rotation shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination

or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student. Any student participating in a rotation shall provide verification of COVID vaccine, annual T.B. screening, immune status for rubeola, rubella, and chicken pox, hepatitis B (or signed waiver for hepatitis B) and COVID vaccination prior to the first day of assignment.

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.

Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. Indemnification. The District shall defend, indemnify and hold Clinic Facility harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, employees, Students, or District Instructors (if applicable).
29. Indemnification. Clinic Facility shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Clinical Facility, its officers, agents, or employees.
30. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
31. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
32. Effective Date and Termination. This agreement shall be binding and deemed effective July 13, 2021 and shall remain in effect until June 30, 2026 unless sooner terminated by either party in accordance with this section.

- 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.

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

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

To Clinical Facility:

ATTN: Facility Administrator
St. Edna Sub Acute and Rehabilitation Center
1929 North Fairview Street
Santa Ana, California 92706
(714) 554-9700
RDo@covenantcare.com

With a copy to:

Covenant Care California, LLC
120 Vantis Drive, Suite 200
Aliso Viejo, CA 92656
Attn: Legal Dept

To College:

Lorena Chavez, Interim Dean Instruction and Student Services
Santa Ana College, School of Continuing Education
2900 Edinger Avenue
Santa Ana, CA 92704
714-241-5845
[Chavez Lorena@sac.edu](mailto:Chavez_Lorena@sac.edu)

With a copy to:

Iris I. Ingram, Vice Chancellor of Business Services
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
(714) 480-7340

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

Clinical Facility - St. Edna Sub Acute and Rehabilitation Center

By: _____

Typed Name: Robert Do

Title: Executive Director

Date: _____

Rancho Santiago Community College District:

By: _____

Typed Name: Iris I. Ingram

Title: Vice Chancellor, Business Services

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Educational Affiliation Agreement with Nurture Collective (for the Speech-Language Pathology Assistant Program-SLPA)	
Action:	Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. To that end, this Educational Affiliation Agreement with Nurture Collective (“Agreement”) was developed for this purpose. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Nurture Collective, located in Whittier, California, as presented.

Fiscal Impact:	None	Board Date: July 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	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Nurture Collective (“Agency”), located at 7313 Whittier Avenue, Whittier, CA 90602N.

PART I. BASIS AND PURPOSE OF AGREEMENT

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech- Language Pathology Assistant Program education for the benefit of Students and to meet community needs;

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “Students”, enrolled in these programs;

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech- Language Pathology Assistant Program;

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program Students have opportunities for clinical experience to enhance their capabilities as practitioners;

NOW, THEREFORE, the District and Agency do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the Students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech- Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the Students at the Agency's facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of Students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will agree that the Student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
7. The District will require District's Speech-Language Pathology Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a) Student Speech-Language Pathology Assistant schedules.
 - b) Placement of Student in clinical experience assignments.
 - c) Changes in clinical experience assignments.
8. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to Students under this agreement.
9. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the Agency's facility and Agency policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

10. The Agency will permit the Agency's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
11. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college Students who in the Agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of Students from the program.
12. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
13. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
14. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant Students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

1. Publication by District faculty, or Agency's staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation"). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students' and Instructors' role in relation to the use and disclosure of Agency's protected health information, the Students and Instructors are defined as members of the Agency's workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a "business associate" relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District's obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency's obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers' Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. OTHER TERMS AND CONDITIONS

- A. Term. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. Equal Opportunity Employment. The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

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


With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:
Nurture Collective
Attn: Endenne Dupree, OTR/L, Chief
Operations Officer
7313 Whittier Avenue
Whittier, CA 90602

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

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

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

Agency: Nurture Collective	District: Rancho Santiago Community College District
Signature:  _____	Signature: _____
Name: <u>Endenne DuPree</u>	Name: <u>Adam M. O'Connor</u> <u>Iris I. Ingram</u>
Title: <u>Operations Officer</u>	Title: <u>Interim Vice Chancellor of Business Services</u> <u>Business Operations & Fiscal Services</u>
Date: <u>5-20-2021</u>	Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Educational Affiliation Agreement with Nurture Collective (for the Occupational Therapy Assistant Program-OTA)	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Nurture Collective, located in Whittier, California, as presented.

Fiscal Impact:	None	Board Date: July 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	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Nurture Collective (“Clinical Facility”), located at 7313 Whittier Avenue, Whittier, CA 90602.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

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

B. For Program Planning

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

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

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

C. For Occupational Therapy Assistant Program Students

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

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

A. For the Program in General

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

curricula.

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

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

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

C. Indemnification

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

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

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

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

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

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

PART VII **OTHER TERMS**

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

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

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

To Clinical Facility:

Nurture Collective
Attn: Endenne Dupree, OTR/L, Chief Operations Officer
7313 Whittier Avenue
Whittier, CA 90602

To District:

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

With a copy to:

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

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


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

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

District:
Rancho Santiago Community College
District

Clinical Facility:
Nurture Collective

Iris I. Ingram
Vice Chancellor of Business Services



Endenne Dupree, OTR/L
Chief Operations Officer

Date

05-21-2021

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Educational Affiliation Agreement with Maya Borna Inc	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Maya Borna Inc, located in Los Angeles, California, as presented.

Fiscal Impact:	None	Board Date: July 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	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Maya Borna Inc (“Clinical Facility”), located at 2080 Century Park E, Los Angeles, CA 90067.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

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

B. For Program Planning

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

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

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

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

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

curricula.

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

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

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

C. Indemnification

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

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

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

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

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

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

PART VII **OTHER TERMS**

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

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

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

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

To Clinical Facility:

Maya Borna Inc
Attn: Maya Borna, President & CEO
2080 Century Park E
Los Angeles, CA 90067

To District:

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

With a copy to:

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

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

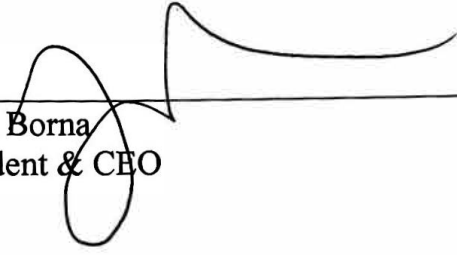
EXECUTION. By their signatures below, each of the following represents that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

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

District:
Rancho Santiago Community College
District

Clinical Facility:
Maya Borna Inc

Iris I. Ingram
Vice Chancellor
Business Services



Maya Borna
President & CEO

Date

5-16-2021

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – School of Continuing Education

To:	Board of Trustees	Date:	July 12, 2021
Re:	Approval of Standard Clinical Affiliation Agreement with Bartlett Center, LLC dba French Park Care Center		
Action:	Request for Approval		

BACKGROUND

In 2020, Santa Ana College (“SAC”) School of Continuing Education (“SCE”) was approved by the California Department of Public Health (“CDPH”) as an approved Nurse Assistant Training Program provider. Pursuant to Governor Newsom’s Executive Order N-29-20, dated March 17, 2020 and the Temporary Program Flexibility Request granted by CDPH, students completed the clinical requirements at Remington Education Center. The Nurse Assistant Training Program requires students to complete 100 hours of supervised, clinical training at a local nursing facility. SAC SCE seeks to enter into a five (5) year Standard Clinical Affiliation Agreement with Bartlett Care Center, LLC dba French Park Care Center (“Agreement”), a nursing facility in Santa Ana, so students in the Nursing Assistant Training Program may complete the required training to be eligible for the State Nursing Assistant Examination.

ANALYSIS

Through this Agreement, Bartlett Care Center, LLC dba French Park Care Center will provide classroom space, free-of-charge, to SAC SCE to offer the required Nursing Assistant clinical training for the period of July 13, 2021, when signed by both parties, and continue through June 30, 2026. SAC SCE will provide a Nursing Assistant instructor to supervise students at the French Park Care Center facility and will collect State apportionment for the training.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Standard Clinical Affiliation Agreement with Bartlett Care Center, LLC dba French Park Care Center, located in Santa Ana, California, as presented.

Fiscal Impact:	Increased Apportionment	Board Date:	July 12, 2021
Prepared by:	James Kennedy, Ed.D., Vice President, School of Continuing Education Lorena Chavez, Interim Dean, Instruction and Student Services		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 North Broadway, Santa Ana, California, on behalf of Santa Ana College School of Continuing Education ("College") and Bartlett Care Center, LLC, doing business as **French Park Care Center** ("Clinical Facility"), located at 600 E. Washington Ave, Santa Ana, CA 92701.

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

WHEREAS, College is a duly accredited educational institution that conducts Certified Nurse Assistant Training program(s) (the "Program");

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

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

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

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

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

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

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

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

"Clinical Facility" shall refer to French Park Care Center its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

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

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

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation ("Rotation"), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the rotation is

intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.

3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. Applicable Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.
6. Academic Year. The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.
7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).
8. Orientation. Clinical Facility and College shall provide an orientation for assigned students and faculty participating in each rotation.
9. Compliance with Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

As dictated by Orange County Public Health guidelines, all students must adhere to weekly/regular COVID testing and bring personal protection equipment (PPE) onsite during clinical rotation. Students must use designated areas at the facility during break or mealtimes.

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential.

11. Clinical Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
12. Clinical Advisor (Clinical Facility). Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.
13. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
15. Patient Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct patient care or operations at Clinical Facility. Clinical Facility shall maintain sole responsibility and accountability for patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.
16. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.
17. Ongoing Communication. College has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.
18. Materials. College agrees to provide students with all educational material required during the clinical program.
19. Medical Library. Clinical Facility agrees to provide students with access to the Medical Library during its normal business hours, if applicable.
20. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its

staff members, nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

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

21. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.
 - b. Professional liability insurance for staff and for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
 - c. Workers' Compensation coverage for staff and students participating in the rotation.
 - d. Such other insurance in amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
 - e. District will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to Clinical Facility within 10 days of execution of this agreement.
23. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.
 - b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
 - c. Workers' Compensation insurance covering Clinical Facility's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 - d. 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.
 - e. Clinical Facility will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to District within 10 days of execution of this agreement.
24. Student Health Records. Any student participating in a rotation shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of

resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

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

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.

Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. Indemnification. The District shall defend, indemnify and hold Clinic Facility harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, employees, Students, or District Instructors (if applicable).
29. Indemnification. Clinic Facility shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Clinical Facility, its officers, agents, or employees.
30. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
31. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
32. Effective Date and Termination. This agreement shall be binding and deemed effective July 13, 2021 and shall remain in effect until June 30, 2026 unless sooner terminated by either party in accordance with this section.

- a. Either party may terminate this Agreement without cause by giving sixty (60) days prior written notice to the other party of its intention to terminate. In the event a rotation is in

progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.

- 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.

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

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

To Clinical Facility:

John Kimball, Facility Administrator
French Park Care Center
600 E. Washington Ave.
Santa Ana, CA 92701
(714) 973-1656
admin@frenchparkcarecenter.com

To College:

Lorena Chavez, Interim Dean Instruction and Student Services
Santa Ana College, School of Continuing Education
2900 Edinger Avenue
Santa Ana, CA 92704
714-241-5845
Chavez_Lorena@sac.edu

With a copy to:

Iris I. Ingram, Vice Chancellor of Business Services
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
(714) 480-7340

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

Signature page to follow.

Clinical Facility

By: _____

Typed Name: John Kimball

Title: Facility Administrator

Date: _____

**Rancho Santiago Community College
District**

By: _____

Typed Name: Iris I. Ingram

Title: Vice Chancellor of Business
Services

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

To: Board of Trustees	Date: July 12, 2021
Re: Approval of Site-Based Learning Affiliation Agreement with Capella University	
Action: Request for Approval	

BACKGROUND

Capella University is a provider of graduate education for students pursuing careers in nursing education. The Master of Science in Nursing (MSN) Program allows students to utilize knowledge and experience and provides students the specific skills needed to take passion and teach it to others. The Capella University education curriculum is evidence-based. Competencies for this specialty were derived from the National League for Nursing Nurse Educator standards and the Master’s Essentials for Professional Nursing practice.

ANALYSIS

This Site-Based Learning Affiliation Agreement with Capella University (“Agreement”) allows students the opportunity to precept and participate in internships with Santa Ana College Nursing faculty. It will allow opportunities to prepare learners for Site-Based Learning (“SBL”) by means of coursework designed to familiarize them with methods and protocol for the SBL, including an SBL course concurrent with the SBL at Site. It will provide opportunities for learners to engage in a variety of appropriate training activities under supervision of the Site Supervisor to meet Capella's program requirements and sufficient to evaluate a Learner’s performance in required knowledge and skills areas. This Agreement carries no costs or other financial arrangements and shall remain in effect for five (5) years from August 1, 2021 until August 1, 2026, unless sooner terminated by either party.

RECOMMENDATION

It is recommended the Board of Trustees approve the Site-Based Learning Affiliation Agreement with Capella University, located in Minneapolis, Minnesota, as presented.

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

SITE-BASED LEARNING AFFILIATION AGREEMENT

I. Parties to the Site-Based Learning Training Agreement:

This agreement (the “Agreement”), dated August 1, 2021 is made between:

Capella University (“Capella”), located at 225 South 6th Street, 9th floor, Minneapolis, MN 55402 and
Rancho Santiago Community College District, on behalf of Santa Ana College (the “Site”) with its primary location of business
at 1530 West 17th Street, Santa Ana, CA. 92706 for the purpose of establishing

guidelines for the cooperative provision of internship and practicum experiences at Site for learners enrolled in certain degree programs at Capella, which may include: Nursing.

II. Definitions

- A. “Faculty Liaison” is the Capella faculty member supporting the learner(s) in his or her coursework and provides remote supervision of the learner(s). The Faculty Liaison also is the liaison with the Site Supervisor and Site related to the SBL.
- B. “SBL Coordinator” is the Capella employee who facilitates communication between Capella, learners, the Site, and Site Supervisor during the SBL application review and approval process.
- C. “Site Supervisor” is the Site employee who provides direct supervision of the learner(s). The Site Supervisor has the required credentials or licensure, supervision experience and training, time and commitment to train learners pursuant to this Agreement.
- D. “Site-Based Learning” or “SBL” consists of defined activities required for completion of a Capella degree program and may include practicum and/or internship. This experience gives learners the opportunity to practice skills and utilize the competencies necessary for degree completion.

III. Term and Termination:

This Agreement shall be effective from 08/1/2021 through 08/1/2026. Either party may terminate this Agreement at any time upon sixty (60) days’ notice.

IV. The Parties Mutually Acknowledge and Agree:

- A. To exchange all information needed for review and approval of the learner outcomes, professional activities, experiences to be included, and professional materials to be utilized in the SBL.
- B. The learners will provide professional services (appropriate to their program of study) under the supervision of the Site Supervisor at the Site for a prescribed number of hours per week as part of the SBL.
- C. The Site may terminate a learner SBL at the Site for cause, including for a learner’s violation of Site’s rules of professional conduct.
- D. The learners shall not, at any time, be considered employees of the Site or Capella.

V. Capella agrees:

- A. To assign a SBL Coordinator and Faculty Liaison.
- B. To prepare learners for SBL by means of coursework designed to familiarize them with methods and protocol for the SBL, including a SBL course concurrent with the SBL at Site.
- C. To provide the Site Supervisor with Capella's SBL orientation materials, which may include, SBL program information, evaluation forms required to monitor and assess the performance of a learner, and the Faculty Liaison's contact information.
- D. To have the SBL Coordinator maintain contact with the Site Supervisor and Faculty Liaison should any changes be anticipated in relation to this Agreement, or should any disagreements arise between learners and the Site Supervisor (acknowledging that the Site Supervisor has primary authority for all activities of the learners at the Site).
- E. To provide general liability insurance in the amounts of \$1,000,000 incidental and \$2,000,000 aggregate levels covering the Faculty Liaison and learners.

VI. The Site agrees:

- A. To provide a copy of the Site Supervisor's resume or curriculum vitae showing relevant experience and a copy of the Site Supervisor's current and active professional license/credential to Capella.
- B. To provide opportunities for learners to engage in a variety of appropriate training activities under supervision of the Site Supervisor to meet Capella's program requirements and sufficient to evaluate a learner's performance in required knowledge and skills areas.
- C. To provide learners with adequate workspace, telephone, office supplies, and staff to conduct professional activities appropriate to the SBL placement.
- D. To provide learners with information about all safety and emergency policies and practices at the Site.
- E. To provide weekly face-to-face supervisory contact to meet the minimum number of required supervision hours for each quarter, which includes examination of the learners work via the use of either direct observation, audio/video take, review of case records, or collaborative service delivery (e.g., co-therapy).
- F. To approve a learners submitted SBL hours on a regular basis.
- G. To complete and submit written evaluation of learners on the quarterly forms provided to the Site by Capella within the stated deadlines.
- H. To have the Site Supervisor maintain regular contact with the Faculty Liaison, to consist of at least electronic contact at the beginning, middle, and end of the SBL.
- I. To respond to the Faculty Liaison's emails and/or phone calls in a timely manner in order to consult about the learner's progress during the quarter.
- J. To notify the Faculty Liaison promptly when there are any concerns about a learner's performance at the Site.

- K. To notify the Faculty Liaison immediately if there are any changes to a learner's SBL, including dates of placement, hours, activities, supervision, etc.

VII. Capella will require learners:

- A. To notify the Faculty Liaison if any changes are made to a learner's SBL, including dates of placement, hours, activities, and on-site supervision.
- B. To follow all relevant policies, procedures, rules, and standards of the Site.
- C. To abide by all rules and regulations in the state in which they are completing SBL.
- D. To be familiar with and uphold the relevant professional ethical guidelines governing all SBL activities.
- E. To participate fully in the SBL course and weekly supervision meetings throughout each quarter.
- F. To submit SBL hours for approval on a weekly basis, or as otherwise required by the learner's program.
- G. To complete and submit all required forms and documents correctly during the quarter by the expected deadlines.
- H. To notify the Faculty Liaison and the Site Supervisor about any changes to the learner's availability at the Site that are different from the work schedule that has been arranged with the Site, or any relevant impairment of competence to perform as expected during SBL, whether the impairment arises from physical, psychological, or other causes.
- I. To notify the Faculty Liaison when an absence of more than 5 days has occurred at the Site.
- J. To notify the Faculty Liaison when on-site supervision is not provided during any week of the quarter.
- K. To participate in additional training and/or education offered or required by the Site, which are required for fulfilling SBL duties, and to be responsible to obtain such additional training and/or education, as deemed necessary by the Site Supervisor and/or Faculty Liaison in order to conduct activities required at the Site in a successful manner.
- L. To represent oneself as a Capella learner at all times during the SBL placement.
- M. To complete all screening procedures, trainings, and checks required by the Site through a third party vendor, which may include: criminal background check, fingerprinting, physical exam, immunizations, or drug testing.
- N. For Doctoral Nursing learners only, to submit his or her project to the Capella IRB and any required institutional committees prior to gathering data or initiating the capstone project at the Site.
- O. For Nursing learners only, to hold a current, unrestricted registered nurse's license in order to participate in SBL, and, if for any reason the status of the registered nurse's license changes, to notify the Faculty Liaison and Site Supervisor immediately.

VIII. Professional Liability Insurance

A. Professional liability insurance requirements are described in Exhibit A, attached and incorporated herein.

IX. Miscellaneous

A. Each party to this Agreement agrees to hold the other party harmless for any losses, injuries or other damages incurred as a result of activity undertaken pursuant to the SBL described herein. It is recognized that this waiver of liability does not in any way affect the rights to remediation afforded under the policy of insurance referenced above.

B. This Agreement shall be subject to the laws of the State of Minnesota without regard to any conflict of laws principles. All action in relation to the terms hereunder shall be venued in the Federal District Court located in Orange County, California.

C. Any portion of this Agreement that is deemed to be unenforceable may be severed from the Agreement with the effect of the remaining portions of the Agreement being fully enforceable by the parties.

D. This Agreement reflects the entire agreement between the parties and supersedes all other agreements, whether oral or written, regarding the subject matter hereof. No part of this Agreement may be amended except by written agreement signed by the parties.

E. By signing this Agreement, the Site represents and warrants that the person signing this Agreement has the present capacity, power, and authority to execute this Agreement, that Site has read and understands all the terms of this Agreement, that Site has been provided adequate time and opportunity to review this Agreement with Site’s own attorney, and that Site agrees to be bound by all terms contained herein.

F. This Agreement may be executed in counterparts and via facsimile with each part being considered an original and all parts being recognized as one in the same document.

Site:

Printed Name: Iris I. Ingram

Title: Vice Chancellor of Business Services

Signature: _____ Date: _____

Capella University:

Signature: _____ Date: _____

Bridget Roberts, DNP, RN, CNE
Associate Dean, School of Nursing & Health Sciences

Exhibit A

Capella University Program	Capella Requires Learner to Obtain Professional Liability Insurance?	Learner Professional Liability Coverage Amount
Bachelor of Science (BS) in Psychology – Pre-Counseling	No	n/a
Master of Science (MS) in Addiction Studies/Addiction Counseling	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
MS in Clinical Mental Health Counseling	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
MS in Marriage and Family Therapy	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
MS in School Counseling	Yes	1 million occurrence/1 million aggregate-must cover entire duration of training
Doctor of Philosophy (PhD) in Counselor Education and Supervision	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
All Education Programs	No	n/a
Doctor of Health Administration (DHA)	No	n/a
MS in Human Resource Management	No	n/a
Master of Science in Nursing (MSN) (MSN-FP/ RN-MSN)	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
Doctor of Nursing Practice (DNP) (BSN-DNP / DNP Prep)	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training
BS in Psychology – General Psychology	No	n/a
Graduate Certificate in Psychology – Applied Behavior Analysis	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
MS in Applied Behavior Analysis	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
MS in Clinical Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
MS in Clinical Counseling Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training

MS in Counseling Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
Doctor of Psychology (PsyD) in Clinical Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
PsyD in School Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
Specialist Certificate in School Psychology	Yes	1 million incidental/3 million aggregate-must cover entire duration of training
Master of Public Health (MPH)	No	n/a
Doctor of Public Health (DrPH)	No	n/a
Master of Social Work (MSW)	Yes	1 million occurrence/3 million aggregate-must cover entire duration of training

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

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with Irvine Adult Day Health Services	
Action:	Request for Approval	

BACKGROUND

Students in the Health Sciences/Nursing Program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with Irvine Adult Day Health Services (“Agreement”) will yield appropriate clinical rotation activities for the students in the Health Sciences/Nursing Program.

ANALYSIS

The Agreement allows students the opportunity to participate at a community site and deliver health care to the adult day care population. The Agreement covers the scope of the program’s operations of the facility, as well as other issues relating to the responsibilities for both parties. It carries no costs or other financial arrangements and will be in effect for a term of five (5) years.

RECOMMENDATION

It is recommended the Board of Trustees approve the Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with Irvine Adult Day Health Services, located in Irvine, California, as presented.

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

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Entity Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of **August 1, 2021** or the execution of the Agreement by both parties (the "Effective Date") by and between **Irvine Adult Day Health Services, located at 20 Lake Road, Irvine, California** ("Entity"), and **Rancho Santiago Community College District, on behalf of Santa Ana College, located at 1530 West 17th Street, Santa Ana, California** ("School").

RECITALS

- A** Entity is a Senior Center meeting the needs of seniors and families.
- B** School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at Entity for the purpose of providing clinical training for students in such classes.
- C** Entity operates clinical facilities which are suitable for School's clinical training programs ("the Program(s)") in the area of **Nursing and Health Science programs**. School desires to establish the Program(s) at Entity for the students of the School enrolled in the Program(s). Entity desires to support the Program(s) to assist in training students of School.
- D.** The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Entity.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Entity of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Entity in such numbers as are mutually agreed upon between Entity and School. School and Entity will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and faculty and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Entity.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all activities of students at Entity.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each Student complies with Entity's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diphtheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School, if applicable, shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on placement and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training prior to a Student's first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Entity Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Entity policies and procedures and shall require each student to conform to all such Entity policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Entity and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Entity in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Entity and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information, including compliance with and legal obligations pursuant to the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations thereunder. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Entity at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any

individuals characterized as employees of School working at Entity pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF ENTITY

2.1 Access. Entity shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Entity provided such access does not unreasonably interfere with the regular activities at Entity. Entity agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Entity patients.

2.2 Implementation of Program(s). Entity agrees to cooperate with and assist in the planning and implementation of the Program(s) at Entity for the benefit of students from School.

2.3 Instruction. Entity shall instruct students in their clinical training at Entity with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Entity shall maintain Entity so that it conforms to the requirements of the California Department of Public Health and the Governing bodies.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Entity, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Entity patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Entity policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Entity philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Regulatory Bodies and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Entity's discretion, it will provide students with classroom space within Entity and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

2.7 Removal of Students. Entity shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Entity, fails to perform satisfactorily, fails to follow Entity policies, procedures and regulations, or fails to meet Entity standards for health, safety, security, cooperation or ethical behavior, Entity shall have the right to request that School withdraw the student from the Program(s). School shall comply with Entity's request within five (5) days of receipt of notice from Entity. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Entity may immediately exclude any student from Entity until final resolution of the matter with School.

2.8 Documentation. Entity agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Entity's facility for review.

2.9 First Aid. Entity shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Entity shall be billed to the student or School at Entity's normal billing rate for private-pay patients. Except as herein provided, Entity shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Entity acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for staff necessary for reasonable staffing coverage.

2.11 Authority. Entity shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

2.12 Insurance. Entity agrees to maintain professional and comprehensive or commercial general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Entity also agrees to maintain statutory Workers' Compensation coverage for their employees. Entity shall ensure that such policies provide for notification to School at least thirty (30) days in advance of any material modification or cancellation of such coverage. Entity shall provide certificates evidencing all coverage referred to in this section within ten (10) days of execution of this Agreement and thereafter, on an annual basis.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for **Five (5)** year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Entity will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Entity, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Entity and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency

relationship between Entity and any student. Therefore, the parties understand and agree that Entity is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, and sick leave, Workers ' Compensation, and health benefits. The sole interest of Entity is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Entity for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Entity from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Entity would incur if, contrary to the parties' intention, School or its students are determined to be employees of Entity.

3.4 Role of Students. It is not the intention of School or Entity that any student occupy the position of third-party beneficiary of any obligations assumed by Entity or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Entity shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Entity.

4. GENERAL PROVISIONS

4.1 Entire Agreement: Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Entity or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Entity. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.4 Non-Discrimination. Neither party shall unlawfully discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.5 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as

follows or such other address as may later be designated by the party:

If to Entity: Irvine Adult Day Health Services
20 Lake Road
Irvine, California 92604

If to School: Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, California 92706
Attn: Vice Chancellor of
Business Services

4.6 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.7 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

Signature page to follow.

"ENTITY"

Irvine Adult Day Health Services

Signature: _____

Printed: _____

Title: _____

Date: _____

"SCHOOL"

**Rancho Santiago Community College
District**

Signature: _____

Printed: Iris I. Ingram

Title: Vice Chancellor of Business
Services

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Educational Affiliation Agreement with Speech and Language Development Center	
Action:	Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. To that end, this Educational Affiliation Agreement with Speech and Language Development Center (“Agreement”) was developed for this purpose. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Speech and Language Development Center, located in Buena Park, California, as presented.

Fiscal Impact:	None	Board Date: July 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	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Speech and Language Development Center (“Agency”), located at 8699 Holder, Buena Park, CA.

PART I. BASIS AND PURPOSE OF AGREEMENT

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech- Language Pathology Assistant Program education for the benefit of Students and to meet community needs;

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech- Language Pathology Assistant Program;

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program Students have opportunities for clinical experience to enhance their capabilities as practitioners;

NOW, THEREFORE, the District and Agency do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the Students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech- Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the Students at the Agency's facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of Students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will agree that the Student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
7. The District will require District's Speech-Language Pathology Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a) Student Speech-Language Pathology Assistant schedules.
 - b) Placement of Student in clinical experience assignments.
 - c) Changes in clinical experience assignments.
8. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to Students under this agreement.
9. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the Agency's facility and Agency policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

10. The Agency will permit the Agency’s Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District’s Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
11. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college Students who in the Agency’s judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of Students from the program.
12. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
13. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
14. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant Students or to Speech-Language Pathology Assistant instructors.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

1. Publication by District faculty, or Agency’s staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act (“HIPAA”) and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation”). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students’ and Instructors’ role in relation to the use and disclosure of Agency’s protected health information, the Students and Instructors are defined as members of the Agency’s workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:
Rancho Santiago Community College District
Attn: Vice Chancellor of Business Services
2323 North Broadway
Santa Ana, California 92706

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:

Speech and Language Development Center
Attn: Adrienne Kessler, CEO
8699 Holder
Buena Park, CA 90620

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

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

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

Agency: Speech and Language Development Center	District: Rancho Santiago Community College District
Signature: _____	Signature: _____
Name: _____	Name: <u>Iris I. Ingram</u>
Title: _____	Title: <u>Vice Chancellor of Business Services</u>
_____	_____
Date: _____	Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Educational Affiliation Agreement with OC Autism Foundation	
Action:	Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. To that end, this Educational Affiliation Agreement with OC Autism Foundation (“Agreement”) was developed for this purpose. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with OC Autism Foundation, located in Garden Grove, California, as presented.

Fiscal Impact:	None	Board Date: July 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	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and OC Autism Foundation (“Agency”), located at 7441 Garden Grove Blvd, Suite M, Garden Grove, CA.

PART I.

BASIS AND PURPOSE OF AGREEMENT

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech- Language Pathology Assistant Program education for the benefit of Students and to meet community needs;

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech- Language Pathology Assistant Program;

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program Students have opportunities for clinical experience to enhance their capabilities as practitioners;

NOW, THEREFORE, the District and Agency do covenant and agree as follows:

PART II.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the Students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech- Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the Students at the Agency's facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of Students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will agree that the Student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
7. The District will require District's Speech-Language Pathology Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a) Student Speech-Language Pathology Assistant schedules.
 - b) Placement of Student in clinical experience assignments.
 - c) Changes in clinical experience assignments.
8. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to Students under this agreement.
9. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the Agency's facility and Agency policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

10. The Agency will permit the Agency’s Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District’s Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
11. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college Students who in the Agency’s judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of Students from the program.
12. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
13. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
14. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant Students or to Speech-Language Pathology Assistant instructors.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

1. Publication by District faculty, or Agency’s staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act (“HIPAA”) and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation”). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students’ and Instructors’ role in relation to the use and disclosure of Agency’s protected health information, the Students and Instructors are defined as members of the Agency’s workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:
Rancho Santiago Community College District
Attn: Vice Chancellor of Business Services
2323 North Broadway
Santa Ana, California 92706

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:
OC Autism Foundation
Attn: Julie Chau Diep, MS, CCC-SLP/
Founder & President
7441 Garden Grove Blvd, Suite M
Garden Grove, CA 92841

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

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

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

Agency: OC Autism Foundation	District: Rancho Santiago Community College District
Signature: _____	Signature: _____
Name: _____	Name: <u>Iris I. Ingram</u>
Title: _____	Title: <u>Vice Chancellor of Business Services</u>
_____	_____
Date: _____	Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Educational Affiliation Agreement with Irvine Unified School District	
Action:	Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. To that end, this Educational Affiliation Agreement with Irvine Unified School District (“Agreement”) was developed for this purpose. This Agreement shall be effective for three (3) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Irvine Unified School District, located in Irvine, California, as presented.

Fiscal Impact:	None	Board Date: July 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	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Irvine Unified School District (“Agency”), located at 5050 Barranca Parkway, Irvine, CA.

PART I. BASIS AND PURPOSE OF AGREEMENT

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech- Language Pathology Assistant Program education for the benefit of Students and to meet community needs;

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech- Language Pathology Assistant Program;

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program Students have opportunities for clinical experience to enhance their capabilities as practitioners;

NOW, THEREFORE, the District and Agency do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the Students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech- Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the Students at the Agency's facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of Students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will agree that the Student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
7. The District will require District's Speech-Language Pathology Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a) Student Speech-Language Pathology Assistant schedules.
 - b) Placement of Student in clinical experience assignments.
 - c) Changes in clinical experience assignments.
8. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to Students under this agreement.
9. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the Agency's facility and Agency policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

10. The Agency will permit the Agency’s Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District’s Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
11. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college Students who in the Agency’s judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of Students from the program.
12. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
13. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
14. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant Students or to Speech-Language Pathology Assistant instructors.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

1. Publication by District faculty, or Agency’s staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act (“HIPAA”) and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation”). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students’ and Instructors’ role in relation to the use and disclosure of Agency’s protected health information, the Students and Instructors are defined as members of the Agency’s workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. **STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for three (3) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:
Rancho Santiago Community College District
Attn: Vice Chancellor of Business Services
2323 North Broadway
Santa Ana, California 92706

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:

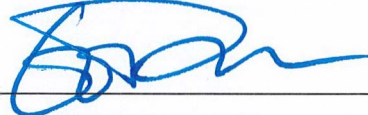
Irvine Unified School District
Attn: Christine Cochran
5050 Barranca Parkway
Irvine, CA 92604

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

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

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

Agency: Irvine Unified School District

Signature: 

District: Rancho Santiago Community College District

Signature: _____

Name: Eamonn O'Donovan
Title: Assistant Superintendent, Human Resources

Name: Iris I. Ingram
Title: Vice Chancellor of Business Services

Date: 6/14/21

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Educational Affiliation Agreement with All Star Physical Therapy	
Action:	Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. To that end, this Educational Affiliation Agreement with All Star Physical Therapy (“Agreement”) for the Speech-Language Pathology Assistant Program (SLPA) was developed for this purpose. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with All Star Physical Therapy, located in Murrieta, California, as presented.

Fiscal Impact:	None	Board Date: July 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	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and All Star Physical Therapy (“Agency”), located at 24671 Monroe Ave, Bldg.C, Suite 102, Murrieta, CA.

PART I.

BASIS AND PURPOSE OF AGREEMENT

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech- Language Pathology Assistant Program education for the benefit of Students and to meet community needs;

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech- Language Pathology Assistant Program;

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program Students have opportunities for clinical experience to enhance their capabilities as practitioners;

NOW, THEREFORE, the District and Agency do covenant and agree as follows:

PART II.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the Students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech- Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the Students at the Agency's facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of Students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will agree that the Student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
7. The District will require District's Speech-Language Pathology Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a) Student Speech-Language Pathology Assistant schedules.
 - b) Placement of Student in clinical experience assignments.
 - c) Changes in clinical experience assignments.
8. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to Students under this agreement.
9. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the Agency's facility and Agency policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

10. The Agency will permit the Agency’s Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District’s Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
11. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college Students who in the Agency’s judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of Students from the program.
12. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
13. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
14. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant Students or to Speech-Language Pathology Assistant instructors.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

1. Publication by District faculty, or Agency’s staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act (“HIPAA”) and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation”). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students’ and Instructors’ role in relation to the use and disclosure of Agency’s protected health information, the Students and Instructors are defined as members of the Agency’s workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:
Rancho Santiago Community College District
Attn: Vice Chancellor of Business Services
2323 North Broadway
Santa Ana, California 92706

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:
All Star Physical Therapy
Attn: Debra Normand, MS, CCC-SLP
24671 Monroe Ave, Bldg.C, Suite 102
Murrieta, CA 92562

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

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

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

Agency: All Star Physical Therapy	District: Rancho Santiago Community College District
Signature: _____	Signature: _____
Name: _____	Name: <u>Iris I. Ingram</u>
Title: _____	Title: <u>Vice Chancellor of Business Services</u>
_____	_____
Date: _____	Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Educational Affiliation Agreement with Etiwanda School District	
Action:	Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant Program was introduced in the Fall of 2001. Speech-Language Pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal educational affiliation agreements between the District and fieldwork experience sites are necessary. To that end, this Educational Affiliation Agreement with Etiwanda School District (“Agreement”), for the Speech-Language Pathology Assistant Program, was developed for this purpose. This Agreement shall be effective for five (5) years or until termination by written notice of either party and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Etiwanda School District , located in Etiwanda, California, as presented.

Fiscal Impact:	None	Board Date: July 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	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Etiwanda School District (“Agency”), located at 6061 East Avenue, Etiwanda, CA.

PART I. BASIS AND PURPOSE OF AGREEMENT

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech- Language Pathology Assistant Program education for the benefit of Students and to meet community needs;

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

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for Students, hereafter called “**Students**”, enrolled in these programs;

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech- Language Pathology Assistant Program;

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program Students have opportunities for clinical experience to enhance their capabilities as practitioners;

NOW, THEREFORE, the District and Agency do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. The District will designate the Students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech- Language Pathology areas of the Agency in such numbers as are mutually agreed upon by both parties.
3. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the Students at the Agency's facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the Agency, provided however, that the responsibility for service to the client remain with the Agency.
4. The District will keep academic and clinical experience records of Students participating in said program.
5. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
6. The District will agree that the Student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
7. The District will require District's Speech-Language Pathology Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a) Student Speech-Language Pathology Assistant schedules.
 - b) Placement of Student in clinical experience assignments.
 - c) Changes in clinical experience assignments.
8. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to Students under this agreement.
9. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant Students. In addition, supervising SLPs need to have a minimum of 2 years of full-time experience as practicing speech language pathologists.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide service facilities for learning experiences therein for Students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the clinical experience for any one Student shall cover such period of time as may be specified by District.)
5. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such Students, either individually and/or in groups. All services of the Agency herein contracted for, such services and the number of Students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
6. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of Students, and permit the district instructors and Students access to service facilities, according to prearranged scheduling.
7. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
8. The Agency will provide orientation for Students and faculty to familiarize them with the Agency's facility and Agency policies before assigning them to duties at the Agency.
9. The Agency will permit the faculty and Students of the District to use its facilities for clinical education according to approved curricula.

10. The Agency will permit the Agency’s Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District’s Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
11. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college Students who in the Agency’s judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of Students from the program.
12. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
13. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
14. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant Students or to Speech-Language Pathology Assistant instructors.

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

1. Publication by District faculty, or Agency’s staff members of any material relative to their clinical experience, that has not been approved for release by the District and Agency signers of this agreement, is prohibited.

B. Confidentiality of Patient Records

The Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act (“HIPAA”) and subject to 45 C.F.R. Parts 160 and 164 (the HIPAA Privacy Regulation”). Agency shall direct Students, and Instructors providing supervision at the Agency as part of the Program, to comply with the policies and procedures of the Agency, including those governing the use and disclosure of individually identifiable health information under federal law, specifically the HIPAA Privacy Regulation. Solely for the purposes of defining the Students’ and Instructors’ role in relation to the use and disclosure of Agency’s protected health information, the Students and Instructors are defined as members of the Agency’s workforce, as that term is defined by 45 C.F.R. 160.103, when engaged in activities pursuant to this Agreement. However, the Students and Instructors are not and shall not be considered to be employees of the Agency. The District and/or College will never access or request to access any Protected Health Information held or collected by or on behalf of the

Agency by a Student or Instructor who is acting as part of the Facilities workforce. No services are being provided to the Agency by the District pursuant to this Agreement and, therefore, this Agreement does not create a “business associate” relationship as that term is defined in 45 C.F.R. § 160.103.

C. Indemnification

The District hereby agrees to defend, indemnify and hold harmless the Agency, its directors, officers, agents and employees from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of District, its Instructors, Students, agents or employees in connection with or arising out of the acts or omissions in services performed under this agreement or any breach or default in performance of any of the District’s obligations hereunder.

The Agency hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against claims, losses, liabilities, expenses (including reasonable attorneys’ fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of the Agency, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of the Agency’s obligations hereunder.

D. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operation hereunder. Certificates of insurance or self-insurance evidencing the required coverage shall be provided to the other party upon request and shall include a minimum thirty (30) day cancellation clause.

Insurance Carried by the District. District shall maintain General liability coverage of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate covering personal injury, property damage, and general liability claims and said policy shall remain in full force and effect during the term hereof.

District shall assure coverage of Professional liability insurance for each Student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide Workers’ Compensation coverage for its employees as well Students participating in the program.

Insurance Carried By Agency. Agency shall secure and maintain comprehensive General liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program Students shall have the status of learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the Student during the experience is to be considered in addition to planned client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where Students are obtaining clinical experience.
- B. Speech-Language Pathology Assistant Program Students are subject to the authority, policies, and regulations of the District. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology Assistant Program Students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction comply with Agency's pre-service screening requirements, e.g. Department of Justice clearance, mandated reporter training, TB testing, etc., if any.
- E. The District will be responsible for assuring the Speech-Language Pathology Assistant Students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **OTHER TERMS AND CONDITIONS**

- A. **Term.** This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years thereafter unless sooner terminated by either party in accordance with this section.
1. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
 2. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
 3. This Agreement shall immediately terminate if the District or the Agency's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against the District or the Agency by any accreditation or regulatory agency.
- B. **Modifications.** No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
- C. **Equal Opportunity Employment.** The parties to this contract agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.
- D. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
- E. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:
Rancho Santiago Community College District
Attn: Vice Chancellor of Business Services
2323 North Broadway
Santa Ana, California 92706

With a copy to:
Santa Ana College
Attn: Speech/Language Pathology
Assistant Program 1530 W. 17th Street
Santa Ana, CA 92706

If to Agency:

Etiwanda School District
Attn: Douglas Claflin, Asst.
Superintendent, Business Services
6061 East Avenue,
Etiwanda, CA 91739

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

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

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

Agency: Etiwanda School District	District: Rancho Santiago Community College District
Signature: _____	Signature: _____
Name: _____	Name: <u>Iris I. Ingram</u>
Title: _____	Title: <u>Vice Chancellor of Business Services</u>
_____	_____
Date: _____	Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

To: Board of Trustees	Date: July 12, 2021
Re: Approval of Standard Clinical Affiliation Agreement with AmbuServe Ambulance	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended the Board of Trustees approve the Standard Clinical Affiliation Agreement with AmbuServe Ambulance, located in Gardena, California, as presented.

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

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the “Agreement”) is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of Santa Ana College (“College”) located at 1530 West 17th Street, Santa Ana, California, and AmbuServe Ambulance (“Clinical Facility”), located at 15105 S. Broadway, Gardena, CA 90248.

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

WHEREAS, College is a duly accredited educational institution that conducts Emergency Medical Technician program(s) (the “Program”);

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

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

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

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

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

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

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

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

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

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

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

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation (“Rotation”), in accordance with

standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.

2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.
3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. Applicable Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.
6. Academic Year. The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.
7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).
8. Orientation. Clinical Facility and College shall provide an orientation for assigned students and faculty participating in each rotation.
9. Compliance with Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

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

18. Materials. College agrees to provide students with all educational material required during the clinical program.
19. Medical Library. Clinical Facility agrees to provide students with access to the Medical Library during its normal business hours, if applicable.
20. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members, nor other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

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

21. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.
 - b. Professional liability insurance for staff and for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
 - c. Workers' Compensation coverage for staff and students participating in the rotation.
 - d. Such other insurance in amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
 - e. District will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to Clinical Facility within 10 days of execution of this agreement.
23. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.
 - b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate

- c. Workers' Compensation insurance covering Clinical Facility's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
 - d. 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.
 - e. Clinical Facility will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to District within 10 days of execution of this agreement.
24. Student Health Records. Any student participating in a rotation shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

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

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.

Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. Indemnification. The District shall defend, indemnify and hold Clinic Facility harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, employees, Students, or District Instructors (if applicable).

29. Indemnification. Clinic Facility shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Clinical Facility, its officers, agents, or employees.
30. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
31. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
32. Effective Date and Termination. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years unless sooner terminated by either party in accordance with this section.
 - a. Either party may terminate this Agreement without cause by giving sixty (60) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
 - 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.
33. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
34. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility:

Scott Smith
 AmbuServe
 Ambulance 15105
 South Broadway
 Gardena, CA. 90248

To College:

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

With a copy to:

Rancho Santiago Community College District

2323 North Broadway
Santa Ana, CA 92706
ATTN: Vice Chancellor
of Business Services

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

Signature page to follow.

Clinical Facility

**Rancho Santiago Community College
District**

By: _____

By: _____

Typed Name: _____

Typed Name: Iris I. Ingram

Title: _____

Title: Vice Chancellor of Business
Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with West Coast Customs	
Action:	Request for Approval	

BACKGROUND

This is a Rancho Santiago Community College District Professional Services Agreement with West Coast Customs (“Agreement”). This Agreement involves an ongoing collaboration with West Coast Customs to design, build, and deliver a functional 2021 Ram 5500 crew cab 4x4 student and community outreach welding education vehicle to the Welding Department within the Human Services & Technology Division. The vehicle will also be used for regular instructional activities.

ANALYSIS

This Agreement shall be effective as of the date signed by both parties until December 17, 2021, or until termination by written notice of either party. It will carry a cost for Santa Ana College of Three Hundred Forty-Six Thousand Nine Hundred Ninety-Three Dollars and Thirteen Cents (\$346,993.13), which will be paid by the Strong Workforce Program.

RECOMMENDATION

It is recommended the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with West Coast Customs, located in Burbank, California, as presented.

Fiscal Impact:	\$346,993.13 (Strong Workforce funded)	Board Date: July 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	



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 Welding Department and West Coast Customs, having its principal business address located at 2101 W. 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 July 13, 2021, whichever is later, and shall continue in full force and effect thereafter until and including December 17, 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 Three Hundred Forty-Six Thousand Nine Hundred Ninety-Three Dollars and Thirteen Cents (\$346,993.13) ("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 of Business Services
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Larisa Sergeyeva, Ed.D.
Dean, Human Services & Technology
1530 W 17th St.
Santa Ana, CA, 92706

Contractor: West Coast Customs
2101 W. 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: Iris I. Ingram

Print Title: Vice Chancellor of Business Services

Date: _____

CONTRACTOR

BY: Signature of Authorized Person

Print Name: __Lorenzo Strong

Print Title: __Vice President of Sales, West Coast Customs

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Scope of Work Santa Ana College - Student Outreach Vehicle

1. Acquisition of 1 vehicle
 - Type of vehicle: 2021 Ram 5500 Crew Cab Chassis 4X4
 - Includes California Tax and California Title
2. Purchase of all the welding equipment to be installed on the vehicle:
 - Welding Equipment made by Lincoln Electric or Miller
 - 4 multi-process Welding stations (GMAW, FCAW, SMAW, GTAW)
 - 1 VR Vertex additional station
 - 2 Cutting torches and regulators
3. Vendor will provide the design of the truck
 - Create the vehicle design
 - Attain approval from SAC Administrator or Welding Staff with approval before proceeding
4. Custom Paint
 - Color: Red, Black, and White
5. Custom Deck and Deck Fabrication
 - CAD Design
 - CNC
 - Water Jet custom parts
 - Install
 - Rear Deck to Include Tool Storage for Welding Tools and Equipment
6. Wheels & Tires
 - Custom off road tires
 - Custom wheels
7. Additional Fabrication of Truck
 - exhaust
 - suspension
 - Engine upgrades
8. Lights & Sound
 - Custom lighting
 - Custom sound system
9. Machining of Custom Parts
 - Bolts
 - Brackets
 - Boxes
 - Lids
10. Interior
 - Custom interior work per design.
11. Labor

Total cost paid by Santa Ana College is not to exceed: \$346,993.13

12. Brand & Media Value -All Brand Media Content is TBD between Parties and Involved and No Additional Charge to SAC.

Final Delivery Date:

December 17, 2021. Vehicle is to be inspected by Santa Ana College Welding Faculty before the final payment is

dispersed.

Payment Terms:

Payment 1 due upon PO issue date: July 15th, 50% of total cost.

Payment 2 due by August 15, 10% of total cost.

Payment 3 due by September 15, 10% of total cost.

Payment 4 due by October 15, 10% of total cost.

Payment 5 due by November 15, 10% of total cost.

Final payment after delivery and inspection, 10% of total cost.

Total payment is not to exceed a total of \$346, 993.13

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

To: Board of Trustees	Date: July 12, 2021
Re: Approval of Memorandum of Understanding with Guest House, LP	
Action: Request for Approval	

BACKGROUND

Santa Ana College (“SAC”) School of Continuing Education (“SCE”) seeks to establish a mutually beneficial partnership between SAC SCE and Guest House LP to provide instructional programs for adult residents offered through SAC for Credit and Non-Credit courses. SAC lacks sufficient culinary laboratory space to offer this program.

ANALYSIS

This Memorandum of Understanding with Guest House LP (“MOU”) will provide classroom space, free-of-charge, to SAC SCE to offer workforce training programs, such as the Line Cook Certificate Program. This is a five (5) year MOU which shall be effective on or after Tuesday, July 13, 2021 when signed by both parties and continue through June 30, 2026. SAC SCE will provide a culinary and hospitality instructor to provide instruction onsite and will collect State apportionment for the training.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Understanding with Guest House LP, located in Newport Beach, California, as presented.

Fiscal Impact:	Increased Apportionment	Board Date: July 12, 2021
Prepared by:	James Kennedy, Ed.D., Vice President, School of Continuing Education Lorena Chavez, Interim Dean, Instruction and Student Services	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “Agreement”) is entered into between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education (hereinafter called “College”) and Guest House LP (hereinafter called “Partner”) for use of the premises known as “The Orchard”. The Orchard is located at 2151 E. First Street, Santa Ana, California 92701.

BASIS AND PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish a mutually beneficial partnership between Santa Ana College and Guest House LP to provide instructional programs for adult residents offered through Santa Ana College. The Orchard is a 72 unit, permanent supportive housing facility serving formerly chronically homeless individuals, in partnership with the City of Santa Ana. The Orchard offers services and amenities which assist and enhance quality of life for the residents such as supervisions, training, classes, and free and nutritious meals. Through this partnership, The Orchard residents will have the opportunity to participate in educational programs offered through Santa Ana College School of Continuing Education. These programs will address workforce development skills, workforce preparation, and career education training courses, such as Line Cook Program, which are required for specific job fields. In addition, class offerings may include English as a Second Language, Family Literacy, Parenting, Adult Basic Education, GED Preparation, Adult Secondary Education, Citizenship, and computer classes.

The College and Guest House LP agree on the following:

1. Roles and Responsibilities

Santa Ana College agrees to:

- Provide instruction and hire instructional faculty according to its existing policies and procedures to teach classes at the facility.
- Provide instructional materials and equipment. Santa Ana College will provide maintenance and upkeep for instructional materials and equipment.
- Evaluate the instructors at regular intervals and add additional classes as needed or requested by The Orchard based on interest.
- Keep an accurate account of all class hours.
- Ensure the kitchen is clean and meets the standards of Orange County Health and Safety regulations during and after each scheduled class.
- Receive any and all state apportionment related to classes taught under this Agreement.

The Guest House LP agrees to:

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

2. **Term.** This Agreement shall be effective on or after Tuesday, July 13, 2021 when signed by both parties and shall continue in effect for five (5) years, unless terminated earlier with or without cause by providing 90 days written notice to the other party.

3. **Insurance.** Each Party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with a limit of liability at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; statutory limits for California Workers' Compensation Insurance on their employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement may be requested by either party. College agrees to add Guest House LP and as an Additional Insured under their policy.

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

Guest House LP
3416 Via Oporto
Newport Beach, CA 92663

4. **Indemnification.** All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the

negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. **Entire Agreement.** This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. The provisions of the Agreement may not be amended except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.

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

To Guest House LP:

Hannah Atherton, Resident Services
126 NE Alberta St.
Portland, Oregon 97211 or
3416 Via Oporto
Newport Beach, CA 92663
971-533-7466
hannah@communitydevpartners.com

With a copy to:

Bradford Long, Asset Management
3416 Via Oporto
Newport Beach, CA 92663
brad@communitydevpartners.com

To College:

Lorena Chavez, Interim Dean Instruction and Student Services
Santa Ana College, School of Continuing Education
2900 Edinger Avenue
Santa Ana, CA 92704
714-241-5845
Chavez_Lorena@sac.edu

With a copy to:

Iris. I. Ingram
Vice Chancellor of Business Services
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
(714) 480-7340

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

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

Guest House LP

Signature:	
Typed Name:	Bradford Long
Title:	Director, Asset Management
Date:	

Rancho Santiago Community College District

Signature:	
Typed Name:	Iris I. Ingram
Title:	Vice Chancellor of Business Services
Date:	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – School of Continuing Education

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Memorandum of Agreement between Los Angeles/Orange Counties Building & Construction Trades Council Apprenticeship Readiness Fund and Rancho Santiago Community College District	
Action:	Request for Approval	

BACKGROUND

Santa Ana College (“SAC”) School of Continuing Education (“SCE”) partnership with the Los Angeles/Orange Counties Building & Construction Trades Council (“LAOCBTC”) Apprenticeship Readiness Fund (“ARF”) provides guidance and support to students enrolled in the Vocational Construction Program. Through this partnership, students who meet the program requirements are matched with an ARF job placement coordinator. The job placement coordinator prepares students for entry into one of the twenty-four (24) local building and construction trades’ local unions.

ANALYSIS

Through this Memorandum of Agreement between Los Angeles/Orange Counties Building & Construction Trades Council Apprenticeship Readiness Fund and Rancho Santiago Community College District (“Agreement”), SAC SCE will provide training for a cohort up to fifty (50) participants of the California State Workforce Development Board SB1 Program. Training will include the Construction Pre-Apprenticeship Training Program to local residents, which includes the Multi-Craft Core Curriculum (“MC3”), hand-on tools training, OSHA 10 and First Aid/CPR certification. The LAOCBTC ARF will cover the costs of training fifty (50) SB1 participants, not to exceed Five Hundred (\$500) per enrollment, for a total of Twenty-Five Thousand (\$25,000) Dollars. This agreement shall be effective on or after Tuesday, July 13, 2021, when signed by both parties and continue through January 1, 2023.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Agreement between Los Angeles/Orange Counties Building & Construction Trades Council Apprenticeship Readiness Fund and Rancho Santiago Community College District, as presented.

Fiscal Impact:	None	Board Date: July 12, 2021
Prepared by:	James Kennedy, Ed.D., Vice President, School of Continuing Education Lorena Chavez, Interim Dean, Instruction and Student Services	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**MEMORANDUM OF AGREEMENT BETWEEN
LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL
APPRENTICESHIP READINESS FUND AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This **AGREEMENT** is made by and between the **Los Angeles/Orange Counties Building & Construction Trades Council Apprenticeship Readiness Fund** (hereinafter referred to as "**The Fund**") located at 1626 Beverly Blvd., Los Angeles, California 90026, and Rancho Santiago Community College District a public educational agency located at 2323 North Broadway, Santa Ana, California, on behalf of Santa Ana College School of Continuing Education ("**College**").

RECITALS:

WHEREAS, and **The Fund** requests that **THE COLLEGE** provide their Construction Pre-Apprenticeship Training Program to local residents, which includes the Multi-Craft Core Curriculum ("**MC3**");

WHEREAS, and **The Fund** requests that **THE COLLEGE** provide training for a cohort up to 50 participants of the California State Workforce Development Board SB 1 Program.

WHEREAS, the purpose of the training program is to prepare and equip Orange County residents referred by California State Workforce Development Board SB 1 Program with the necessary skills to enter into union apprenticeships through instruction of the MC3;

WHEREAS, **THE COLLEGE** warrants that it is trained, experienced, competent and has the resources to provide a quality program which will be required by this Agreement; and

NOW, THEREFORE, **The Fund** and **THE COLLEGE**, for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. SERVICES TO BE RENDERED BY THE COLLEGE

It is the mutual understanding of the parties that **THE COLLEGE** shall provide and perform those services described below.

a. THE COLLEGE shall provide the MC3 curriculum, hands on construction training, physical agility, Occupational Safety and Health Administration (OSHA) 10 and, Cardiopulmonary Resuscitation (CPR) and First Aid. Upon completion of the program, each participant will be awarded a Certificate of Completion from the North America's Building Trades Unions and the Los Angeles/Orange Counties Building & Construction Trades Council.

b. THE COLLEGE will recruit and enroll 50 participants for the MC3 who meet both the Priority Populations definitions of SB1 and **The Fund's** minimum requirements which include: the ability to work in the US, a minimum 7th grade English/Math literacy, ability to pass a drug test, valid CA Driver's License and a High School Diploma (HSD) or GED/other equivalency. If individuals do not have a HSD/GED equivalency they must be co-enrolled in a program while in the MC3 which will be

successfully completed prior to the end of the MC3 training. **THE COLLEGE** acknowledges that individuals who do not meet **The Fund's** minimum requirements will not be paid for by **The Fund**.

c. **THE COLLEGE** acknowledges that in entering into this Agreement, **The Fund** is relying on the **College's** special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the Services, **THE COLLEGE** agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by similar organizations currently practicing under similar circumstances and to the reasonable satisfaction of **The Fund**.

d. **THE COLLEGE** services hereunder shall be performed in good and professional manner. **THE COLLEGE** shall be responsible for correcting and completing all errors and omissions related to the services provided by **THE COLLEGE** for this Agreement at no additional cost to **The Fund**. "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by **THE COLLEGE** to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by **The Fund** does not release **THE COLLEGE** from these obligations.

e. **THE COLLEGE** will be responsible for employing or contracting all persons necessary to perform the services. All of **THE COLLEGE** staff will be qualified by training and experience to perform their assigned tasks. **THE COLLEGE** will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. The Interim Dean of Instruction and Student Services (Career Education) or her successor in office, shall be primarily responsible for representing **THE COLLEGE** performance of this Memorandum of Agreement.

f. **THE COLLEGE** commits to working with all area unions and union apprenticeship programs to provide tours of training facilities and to work to create placement opportunities for program graduates.

g. **THE COLLEGE** commits to tracking cohort demographics and reporting information into the online MC3 Portal on an ongoing basis.

h. **THE COLLEGE** commits to tracking and reporting to **The Fund**, cohort placement on a monthly basis up, tracking retention for up to one year from the cohort graduation date.

i. **THE COLLEGE** will provide a final report of all program-related activities, including placement opportunities no later than 10 business days following the cohort graduation.

j. **THE COLLEGE** commits to working with staff of **The Fund** to provide case management to all 50 participants.

k. **THE COLLEGE** will contribute \$40,000 of in-kind services and will provide **The Fund** a budget breakdown and explanation of each in-kind cost.

l. **THE COLLEGE** commits to working with **The Fund** to track and place all qualified graduates receiving MC3 Certificates of Completion, into union apprenticeship and union pre-apprenticeship classifications. Tracking will be reported on a monthly basis until all placements are achieved.

2. SERVICES TO BE RENDERED BY THE FUND

It is the mutual understanding of the parties that **The Fund** shall provide and perform those

FUND – College

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3.17 (3)

services described below.

a. **The Fund** shall pay **THE COLLEGE** to cover the costs of training 50 SB1 participants, not to exceed \$500 per enrollment, for a total of \$25,000. Funding for this program is contingent on **THE COLLEGE's** execution of the Services Rendered and stated in Section 1 of this agreement. **THE COLLEGE** will submit an invoice detailing the total number of participants the total costs of training each participant at the beginning of each cohort. **THE COLLEGE** agrees to the invoicing policy of the California State Workforce Development Board SB 1 Program: Invoices are submitted every month on the 20th day of the month; Reimbursement occurs within 45 calendar days after the invoice is submitted and processed. Note that holidays and fiscal year-end may affect this timeline, as well as unforeseen circumstances such as natural disasters, epidemics, etc. Payment will be sent to the billing address provided on the contract. If payment is not received within the 45 day period, The Fund will follow up with the CWDB Program Analyst per State protocol.

b. **The Fund** shall assist in MC3 curriculum instruction, through serving in an industry advisory capacity, and working with the North American Building Trades Unions and apprenticeship readiness partners to ensure instructors are certified to teach the MC3 curriculum.

c. **The Fund** shall provide outreach information and assistance to educate partners in the public workforce system on quality pre-apprenticeship training programs and Joint Labor/Management Apprenticeship Training Programs in the region, including application deadlines and processes/pre-requisites for training, description of skills/competencies to be gained, as well as career pathways.

3. **DURATION OF AGREEMENT**

This effective date of this Agreement shall commence on July 13, 2021 and shall continue in effect until January 1, 2023, unless this Agreement is terminated as provided herein.

4. **BILLING SCHEDULE FOR SERVICES PERFORMED UNDER THIS AGREEMENT**

a. **The Fund** shall pay **THE COLLEGE** to cover the costs of training 50 SB1 participants, not to exceed \$500 per enrollment, for a total of \$25,000. Funding for this program is contingent on **THE COLLEGE's** execution of the Services Rendered and stated in Section 1 of this agreement. **THE COLLEGE** will submit an invoice detailing the total number of participants the total costs of training each participant at the beginning of each cohort. **THE COLLEGE** agrees to the invoicing policy of the California State Workforce Development Board SB 1 Program: Invoices are submitted every month on the 20th day of the month; Reimbursement occurs within 45 calendar days after the invoice is submitted and processed. Note that holidays and fiscal year-end may affect this timeline, as well as unforeseen circumstances such as natural disasters, epidemics, etc. Payment will be sent to the billing address provided on the contract. If payment is not received within the 45 day period, The Fund will follow up with the CWDB Program Analyst per State protocol.

5. **INDEPENDENT CONTRACTOR STATUS**

THE COLLEGE, its officers, employees, agents and volunteers (collectively hereinafter "**THE COLLEGE** is a wholly independent entity and not an officer, employee, subcontractor or agent of **The Fund**. Neither **The Fund** nor any of its officers, employees, agents or volunteers shall have any control

over the conduct of **THE COLLEGE** except as expressly set forth in this Agreement. **THE COLLEGE** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **THE COLLEGE** shall not at any time or in any manner, **THE COLLEGE** shall obtain no rights to retirement, health care or any other benefit that accrue to **The Fund** officials, officers, or employees **THE COLLEGE** expressly waives any claim to such rights.

6. SUCCESSORS, ASSIGNMENT AND DELEGATION

The Fund and **THE COLLEGE** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of **THE COLLEGE** are material considerations for this Agreement. **THE COLLEGE** shall not assign or transfer any interest in this Agreement or the performance of any of **THE COLLEGE** obligations under this Agreement without the prior written consent of **The Fund**. Any attempted assignment or transfer of any of **THE COLLEGE** rights, duties or obligations arising under this Agreement shall be null and void.

7. NONDISCRIMINATORY EMPLOYMENT PRACTICES

During the performance of this Agreement, **THE COLLEGE** agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, or handicap in accordance with requirements of **The Fund**, State or Federal laws and regulations. **THE COLLEGE** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, or handicap in accordance with requirements of **The Fund**, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **THE COLLEGE** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of **THE COLLEGE's** non-compliance with the non-discrimination clause of this Agreement, notwithstanding any other provision of this Agreement, **The Fund** may immediately cancel, terminate or suspend this Agreement in whole or in part.

8. INDEMNIFICATION

No Party or any of its officers, agents, volunteers, contractors, or employees shall be responsible for any damage or liability arising out of any acts or omissions on the part of another Party under or in connection with any obligation under this Agreement. Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs),

or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party's own officers, agents, contractors, or employees under or in connection with any obligation under this Agreement. This indemnity shall survive termination of this Agreement. The indemnification outlined in this Section will survive the term of contract and any amendments or extensions issued.

This indemnification and hold harmless obligation does not extend to claims arising out of the sole negligence or willful misconduct of **The Fund**.

9. INSURANCE

THE COLLEGE shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, a program of insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of this agreement. The program of insurance can be through a self-insured Joint Powers Authority or it can be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that **The Fund** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. **Failure on the part of THE COLLEGE to procure or maintain insurance shall constitute a material breach upon which THE COLLEGE may immediately terminate this Agreement.** All insurance required hereunder shall be primary with respect to any insurance maintained by **The Fund**.

Coverage's and Limits. **THE COLLEGE** will maintain the types of coverage's and minimum limits indicated below.

8.1 Commercial General Liability Insurance. Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, \$1,000,000 Personal Injury and Advertising Injury, \$1,000,000 Products/Completed operations annual aggregate, and \$2,000,000 General annual aggregate.

8.2 Automobile Liability Insurance. Automobile liability insurance is required for any vehicle owned, rented, leased, or used by **THE COLLEGE** or **THE COLLEGE** employees and agents in the performance of work under this contract with limits of liability of or equal to \$1,000,000 combined single limit bodily injury and property damage liability, and \$1,000,000 uninsured/underinsured motorist coverage.

8.3 Workers' Compensation and Employer's Liability. Professional liability insurance (Errors and Omissions) of or equal to \$1,000,000 each claim, and \$2,000,000 annual aggregate with a maximum permissible deductible or self-insured retention of \$5,000 per claim. Claims shall not exclude child abuse molestation.

8.4 Professional Liability Insurance. Professional liability insurance (Errors and Omissions) of or equal to \$1,000,000 each claim, and \$2,000,000 annual aggregate with a maximum permissible deductible or self-insured retention of \$5,000 per claim. Claims shall not exclude child abuse molestation.

8.5 **THE COLLEGE** shall provide Certificates of Insurance, evidencing all insurance

FUND – College

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required is in force and is executed by an authorized representative of the insurance company. Policies required in Section 8.1 and 8.2 shall be endorsed, and certificates shall clearly state that **THE COLLEGE**, its Board of Trustees, officers, agents, and employees are additional insured's respecting work performed under this Agreement. All insurance policies shall be carried with responsible and solvent insurance companies licensed and authorized to do business in the State of California. All insurance policies must be endorsed to give **THE COLLEGE** written notice of cancellation, termination, coverage reduction or any material change and shall provide verification that such insurance does not exclude child abuse molestation claims. Proof of insurance shall be provided within five business days at the request of **The Fund**.

10. WARRANTIES

THE COLLEGE represents and warrants (i) that **THE COLLEGE** has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with **The Fund's** undertaking this relationship with **THE COLLEGE**(ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that **THE COLLEGE** will not use in the performance of their responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that **THE COLLEGE** has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

11. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws.

12. DEFAULT AND TERMINATION

In the event of the **COLLEGE** failure to deliver, or perform the services, after giving written notice of default and five business days to correct the same, then, in addition to any other remedies, **The Fund** may terminate this Agreement for nonperformance by notifying **THE COLLEGE** in writing. **THE COLLEGE** has five business days to deliver any documents owned by **The Fund** and all work in progress, if any, to **The Fund's** address contained in this Agreement. **The Fund** will make a determination of fact based upon the work product delivered to **The Fund** and of the percentage of work that **THE COLLEGE** has performed which is usable and of worth to **The Fund** in having the Agreement completed. Based upon that finding **The Fund** will determine the final payment of the Agreement.

Either **PARTY** may terminate the **AGREEMENT** for convenience at any time and for any reason by giving written notice to the other party of at least thirty (30) days.

13. WAIVERS

A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

14. AMENDMENTS

This Agreement may be modified or amended only by a written document executed by both **The Fund** and **THE COLLEGE**. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

15. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed under the laws of the State of California. Should any part of this Agreement be declared by 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 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 reasonably interpreted to give effect to the intentions of the parties.

16. NOTICES

All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth business day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

TO THE FUND: **LA/OC Building & Construction Trades Council -
Apprenticeship Readiness Fund
1626 Beverly Blvd.
Los Angeles, California 90026
Attn: Anne McMonigle
Phone: 916-947-1154
anne@laocmc3.org**

TO THE COLLEGE: **Santa Ana College
2900 West Edinger Avenue
Santa Ana, CA 92704-3902
(714) 241-5845
Attn: Lorena Chavez
Interim Dean, Instruction and Student Services
[Chavez Lorena@sac.edu](mailto:Chavez_Lorena@sac.edu)**

With a copy to: **Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Attn: Iris I. Ingram
Vice Chancellor of Business Services**

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

IN WITNESS WHEREOF, the **PARTIES** hereto have the authority to execute this **AGREEMENT** on the date(s) as written below.

**Los Angeles/Orange Counties Building & Construction Trades Council –
Apprenticeship Readiness Fund**

Dated: _____

By: _____

Anne McMonigle, Executive Director

Rancho Santiago Community College District

Dated: _____

By: _____

Iris I. Ingram, Vice Chancellor of Business Services

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

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with Katrina Williams (K.W.) Media	
Action:	Request for Approval	

BACKGROUND

This is a Rancho Santiago Community College District Professional Services Agreement with Katrina Williams (K.W.) Media (“Agreement”). K.W. Media will develop and implement ad placement strategy for Google Search, YouTube video network and digital audio to reach current and prospective students. K.W. Media will monitor and optimize the campaigns regularly, which includes campaign strategy, implementation, coordinating ad spaces, confirming media runs as agreed and optimizing performance, including ongoing communication with media reps and client team. The monthly tracking reports will show impressions served, quantity of clicks generated, and budget spends, including KPIs like: Cost per click (CPC), Click Through Rate (CTR), Cost Per Thousand (CPM), Analysis and recommended optimization.

ANALYSIS

This Agreement shall be effective as of the date signed by both parties until February 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 \$84,000. 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 Fall 2021 and Spring 2022 terms

RECOMMENDATION

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Katrina Williams (K.W.) Media, located in Seattle, Washington, as presented.

Fiscal Impact:	\$84,000	Board Date: July 12, 2021
Prepared by:	Dalilah Davaloz, Interim Public Information Officer, Santa Ana College	
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 Katrina Williams (K.W.) Media, having its principal business address located at Insert address of contractor hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on Tuesday, July 13, 2021, whichever is later, and shall continue in full force and effect thereafter until and including Sunday, February 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 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 Eighty-Four Thousand Dollars (\$84,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected

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

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

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

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

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

District: Rancho Santiago Community College District
Attn: Iris I. Ingram
Vice Chancellor of Business Services
2323 N. Broadway
Santa Ana, CA 92706

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

Contractor: **Katrina Williams**
K.W. 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

BY: _____
Signature of Authorized Person

Print Name: Iris I. Ingram

Print Title: Vice Chancellor of Business Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __Katrina Williams, K.W. Media

Print Title: __Account Executive

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.

Media Buying & Maintenance

SCOPE: KW will develop and implement ad placement strategy for Google Search, YouTube video network, and digital audio 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



CLIENT: SANTA ANA COLLEGE
CAMPAIGN: ADVERTISING
TIMING: JULY 2021 – FEBRUARY 2022
TACTIC: GOOGLE SEARCH + YOUTUBE + DIGITAL AUDIO
JUNE 16, 2021

Media Buying & Maintenance

SCOPE: KW will develop and implement ad placement strategy for Google Search, YouTube video network, and digital audio 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:\$12,000

Media Hard Costs:\$72,000

Google Search \$2k/month for 6 months (\$12,000)
YouTube video network \$15k/flight for 2 flights (\$30,000)
Digital audio network \$15k/flight for 2 flights (\$30,000)

TOTAL ESTIMATE (Time + Media Costs):\$84,000

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

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – School of Continuing Education

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

BACKGROUND

Santa Ana College School of Continuing Education (“SAC SCE”) has made a significant effort since the start of the COVID-19 Pandemic to recruit new students through robust marketing campaigns. Spanish radio has shown to be an effective media for marketing these programs and K-LVE has the largest Spanish radio listening market share in the Los Angeles according to Nielson ratings.

ANALYSIS

This Rancho Santiago Community College District Professional Services Agreement with Univision Communications, Inc. (“Agreement”) shall be effective as of the date signed by both parties until December 31, 2021 or until termination by written notice of either party. This Agreement will utilize categorical funds identified for marketing purposes in the amount of Twenty Thousand Dollars (\$20,000). The Agreement will provide marketing services for the start of the Fall 2021 term for SAC SCE utilizing Spanish language radio ads (K-LVE).

RECOMMENDATION

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

Fiscal Impact:	\$20,000.00 (Categorical Funds)	Board Date: July 12, 2021
Prepared by:	James Kennedy, Ed.D., Vice President, School of Continuing Education	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santa Ana College School of Continuing Education and Univision Communications, Inc., having its principal business address located at 5999 Center Drive, Los Angeles, CA 90045 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on August 9, 2021, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

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

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed Twenty Thousand Dollars (\$20,000) (“Contract Amount”). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Purchase Order number, and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected

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

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

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

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

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

District: Rancho Santiago Community College District
Attn: Vice Chancellor of Business Services
2323 N. Broadway
Santa Ana, Ca 92706

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

Contractor: Andrew Frausto
5999 Center Drive
Los Angeles, CA 90045

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Iris I. Ingram

Print Title: Vice Chancellor of Business Services

Date: _____

CONTRACTOR : Univision Communications, Inc.

BY: _____
Signature of Authorized Person

Print Name: __Andrew Frausto

Print Title: __Account Executive

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Scope of Work:

Radio: K-LVE: One 60 second spot will be developed.

Ad to be run in 104 spots over a four week period (8/9 - 8/30)

Invoice to be submitted to RSCCD Accounts Payable Department at completion of campaign for a total of \$20,000 by Univision Communications, Inc.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - School of Continuing Education

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

BACKGROUND

Santa Ana College School of Continuing Education (“SAC SCE”) has made a significant effort since the start of the COVID-19 Pandemic to recruit new students through robust marketing campaigns for both the Credit and Non-Credit programs. Estrella Media is able to reach the local community through two popular radio stations, Que Buena and La Ranchera with Spanish language ads.

ANALYSIS

This Rancho Santiago Community College District Professional Services Agreement with Estrella Media (“Agreement”) shall be effective as of the date signed by both parties until December 31, 2021 or until termination by written notice of either party. This Agreement will utilize categorical funds identified for marketing purposes by Santa Ana College (“SAC”) in the amount of Fifteen Thousand Nine Hundred Ninety-Four Dollars (\$15,994) and SAC SCE in the amount of Ten Thousand Two Dollars (\$10,002), for a total dollar amount of Twenty-Five Thousand Nine Hundred Ninety-Six Dollars (\$25,996). The Agreement with Estrella Media will provide marketing services for the start of the Fall 2021 term for SAC and SAC SCE utilizing Spanish language radio ads on KBUE (Que Buena) and KWIZ (La Ranchera), as well as their streaming platform and Over the Top video advertising on Estrella Media platforms.

RECOMMENDATION

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

Fiscal Impact: \$25,996 (Categorical Funds)	Board Date: July 12, 2021
Prepared by: James Kennedy, Ed.D., Vice President, School of Continuing Education	
Submitted by: 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, on behalf of Santa Ana College and Santa Ana College School of Continuing Education and Estrella Media, having its principal business address located at 1845 Empire Ave., Burbank, CA 91504 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 15, 2021, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

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

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

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for 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-Five Thousand Nine Hundred Ninety-Six Dollars (\$25,996.00) ("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 of Business Services
 2323 N. Broadway
 Santa Ana, Ca 92706

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

Contractor: Marlene Risquez
Estrella Media
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: Iris I. Ingram

Print Title: Vice Chancellor of Business Services

Date: _____

CONTRACTOR : Estrella Media

BY: _____
Signature of Authorized Person

Print Name: __Marlene Risquez

Print Title: __Account Executive

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.

Santa Ana College School of Continuing Education

- Radio on La Ranchera 96.7 FM - 30 Second Ad

-Total of 88 spots the weeks of August 16th and August 23rd

-Cost: \$3,096

-Radio on Que Buena 105.5/94.3 - 30 Second Ad

-Total of 94 spots the weeks of August 16th and August 23rd

Cost: \$6,906

Total Dollar Amount for SAC SCE: \$10,002

Santa Ana College Credit

OTT (Over the Top) Video Advertising

Video & GeoTargeting via selected zip codes in Santa Ana

Cost: \$6,000

Radio on La Ranchera 96.7 FM - 30 Second Ad

-Total of of 142 spots the weeks of August 2nd and August 9th

Cost: \$3,774

Radio on Que Buena 105.5/94.3 - 30 Second Ad

Total of 94 spots the weeks of August 2nd through August 9th

Cost: \$6,220

Total Dollar Amount for SAC: \$15, 994.00

Invoice to be submitted to RSCCD Accounts Payable Department at completion of campaign for a total of \$25,996 by Estrella Media.

RSCCD Professional Services Agreement 2021
SAC-21-076

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Revised Standard Clinical Affiliation Agreement with the City of Newport Beach, on behalf of Oasis Senior Center, for the Health Sciences/Nursing Program	
Action:	Request for Approval	

BACKGROUND

Students in the Health Sciences/Nursing Program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The Revised Standard Clinical Affiliation Agreement with the City of Newport Beach, on behalf of Oasis Senior Center (“Agreement”), will yield appropriate clinical activities for the program.

ANALYSIS

At the April 26, 2021 Rancho Santiago Community College District Board of Trustees meeting, this Agreement was originally approved. However, upon closer review by the Agency, it was noted that the version submitted to the Board did not contain minor edits nor the City Attorney’s signature. This Agreement now includes these revisions and has been approved by all parties and is being resubmitted for Board approval to replace the previously submitted agreement. The Agreement covers the scope of the program’s operations of the facility, as well as other issues relating to the responsibilities for both parties. This Agreement shall be effective for five (5) years or until termination by written notice by either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Revised Standard Clinical Affiliation Agreement with the City of Newport Beach, on behalf of Oasis Senior Center, located in Corona Del Mar, California, as presented.

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

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the “Agreement”) is made and entered into on _____, 2021 (“Effective Date”) between the **Rancho Santiago Community College District**, a public educational agency (“**District**”) located at 2323 North Broadway, Santa Ana, California 92706, on behalf of **Santa Ana College** (“**College**”) located at 1530 West 17th Street, Santa Ana, California 92706, and the **City of Newport Beach**, a California municipal corporation and charter city (“**City**”), on behalf **Oasis Senior Center** (“**Facility**”) located 801 Narcissus Avenue, Corona Del Mar, California 92625.

WHEREAS, District and City desire to contribute to community health education;

WHEREAS, District operates the College, a duly accredited educational institution that conducts a nursing program (the “Program”);

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

WHEREAS, Facility operates a senior center meeting needs of seniors and families;

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

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

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

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

TERMS

1. Definitions.

“District” shall refer to the Rancho Santiago Community College District, its member colleges, the District’s governing board, and each of their trustees, employees, agents, representatives, successors and assigns.

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

“Facility” shall refer to Oasis Senior Center, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns.

“Program” shall refer to the College’s clinical training in health science programs.

2. Clinical Experience Rotation. Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation (“Rotation”), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.

3. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the Program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Facility on or before student placement. Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the Program’s written objectives.

4. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration (OSHA) governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the “Regulations”), including but not limited to responsibility as the employer to provide all Program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measure to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the Program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

5. Applicable Procedure: Acceptance. College agrees to provide Facility with a list of the name(s) of students who will be participating in a Rotation.

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

7. Academic Year. The academic year consists of Fall and Spring semesters, Summer session and Winter break intersession.

8. Rotation Schedule. The Rotation schedule shall be determined by College and Facility and may be amended from time to time by agreement of the parties. The number of students in each Rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).

9. Orientation. Facility and College shall provide an orientation for assigned students and faculty participating in each Rotation.
10. Compliance with Facility Rules. Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Facility to each student participating in a Rotation, and student shall comply with these rules.
11. Confidentiality of Records. Students and faculty understand and agree that Facility's files are confidential.
12. Clinical Coordinator (College). College agrees to designate a coordinator for the Program ("Clinical Coordinator"). The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
13. Clinical Advisor (Facility). Facility agrees to designate a clinical advisor ("Clinical Advisor") who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the Clinical Coordinator regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the Facility for the faculty and students.
14. Supervision of Students. The supervision and direction of students while on site at Facility shall be the responsibility of the Clinical Coordinator or designee as guided by the instructional objectives. No direct, hands-on client care shall be provided by participating students at Facility, except in accordance with all applicable laws, Facility and medical staff rules, regulations, policies and procedures. District recognizes the clients' rights to refuse care provided by a student at Facility.
15. Removal of Students. Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Facility shall do so promptly and without protest. Facility shall also have the right, at any time, to request College to remove a student permanently from the Rotation. Except as otherwise provided under any approachable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.
16. Client Care. Nothing in this Agreement shall be construed as conferring any right or duty upon College, its students or faculty members, to control or direct client contact or operations at Facility. Facility shall maintain sole responsibility and accountability for client contact and shall provide adequate staffing in number and competency to ensure safe contact during the term of this Agreement.
17. Student Evaluation. In the case of direct supervision of the students by the College's clinical instructor, he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator and the Clinical Advisor, Facility may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each student in the Rotation. The appropriate forms shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Facility regarding the performance of any student during the Rotation. College shall keep records on the

progress and evaluation of each student's clinical experience during a Rotation for a period of three (3) years following the end of the specific Rotation in which the student is involved.

18. Ongoing Communication. College has the privilege of regularly scheduled meetings with Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.

19. Materials. College agrees to provide students with all educational material required during the clinical program.

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

The only exception shall be when City and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to the Program.

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

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

a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.

b. Professional liability insurance for staff and for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

c. Workers' Compensation coverage for staff and students participating in the Rotation.

d. Such other insurance in amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

e. District will provide certificates of insurance that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance to City within 10 days of execution of this Agreement.

23. Insurance Carried by City. City shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of

insurance as follows:

- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.
- b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
- c. Workers' Compensation insurance covering City's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- d. 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.
- e. City will provide certificates of insurance that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance to District within 10 days of execution of this Agreement.

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

Students participating in a Rotation shall provide verification of annual tuberculosis screening, and immune status for rubeola, rubella, chicken pox, and hepatitis B (or signed waiver for hepatitis B).

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a Rotation, the student shall be treated by Facility as appropriate.

26. Confidentiality of Student Record. Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232(g), concerning any student participating in the Rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.

Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. Verification. College warrants and represents that it has obtained all necessary approvals

and consents from any and all agencies to enable Facility to offer the Rotation to College's students participating in the Program. If requested by Facility, College will provide Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.

28. Indemnification. The District shall defend, indemnify and hold City 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).

City 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 City, its officers, agents, or employees.

29. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.

30. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.

31. Effective Date and Termination. This Agreement shall be binding as of the Effective Date and shall remain in effect for five (5) years until _____ 2026, unless sooner terminated by either party in accordance with this section.

a. Either party may terminate this Agreement without cause by giving sixty (60) days prior written notice to the other party of its intention to terminate. In the event a Rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the Rotation.

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, this Agreement shall immediately terminate without further action by the parties hereto.

32. 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.

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

To City:

Oasis Senior Center
801 Narcissus Avenue
Corona Del Mar, CA 92625
Attn: Senior Services Manager

To College:

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

With a copy to:

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

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

[SIGNATURE PAGE FOLLOWS]

City of Newport Beach

Date: _____

By: _____

Laura Detweiler
Recreation & Senior Services Director

Approved as to Form:

City Attorney's Office

Date: 5/3/21 _____

By:  _____
Aaron C. Harp
City Attorney

Attest:

City Clerk's Office

Date: _____

By: _____

Leilani I. Brown
City Clerk

**Rancho Santiago Community College
District**

Date: _____

By: _____

Name: Iris I. Ingram
Title: Vice Chancellor of Business Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To: Board of Trustees	Date: July 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: July 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: July 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:

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

Four (4) programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four-year schools, and recommendations from state agencies.

NEW COURSES (See Attachment #2)

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

REVISED COURSES (See Attachment #3)

Nine (9) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

DISTANCE EDUCATION OFFERINGS (See Attachment #4)

Seventeen (17) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with portions of the instruction which the instructor and student are separated by distance and maintain regular effective contact through the assistance of communication technology in lieu of face-to-face interaction.

CORRESPONDENCE EDUCATION OFFERINGS

(See Attachment #5)

Five (5) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with instruction where the instructor and student are separated by distance and interact through the assistance of distribution of coursework via correspondence in lieu of face-to-face interaction.

REVISED PROGRAMS, DEGREES AND CERTIFICATES

Credit

None

Non-Credit

1. Adult High School Diploma
2. Introduction to Information Technology (IT) Certificate of Completion
3. Line Cook Certificate of Completion
4. Vocational Construction Technology Certificate of Completion

NEW COURSES

Credit

1. Criminal Justice Academies 055F, Correctional Service Technician Transition Course
2. Criminal Justice Academies 083E, Academy Instructor Certification Course

Non-Credit

3. Vocational – Food 220, Introduction to Baking & Pastry

REVISED COURSES

Credit

None

Non-Credit

1. English As a Second Language 704, Academic Intermediate Low
2. High School Subjects – Other 740, Spanish 1
3. High School Subjects – Other 742, Spanish 2
4. High School Subjects – Other 743, Spanish 3
5. High School Subjects – Other 744, Spanish 4
6. Vocational – Business 400, Employability Skills
7. Vocational – Business 450, COMPTIA A+ Certification Preparation & Practice
8. Vocational – Business 559, Business Practices in Family Child Care
9. Vocational – Health 895, Paraprofessional Mental Health Worker I

DISTANCE EDUCATION OFFERINGS

Credit

1. Criminal Justice Academies 055F, Correctional Service Technician Transition Course
2. Criminal Justice Academies 083E, Academy Instructor Certification Course

Non-Credit

3. English As a Second Language 704, Academic Intermediate Low
4. High School Subjects – Other 740, Spanish 1
5. High School Subjects – Other 742, Spanish 2
6. High School Subjects – Other 743, Spanish 3
7. High School Subjects – Other 744, Spanish 4
8. Older Adults 457, Music Arts for Older Adults
9. Older Adults 518, Creative Cooking for Older Adults
10. Older Adults 802, Seminar for Older Adults
11. Older Adults 823, Manipulative Skills for Older Adults
12. Older Adults 894, Physical Fitness for Older Adults
13. Vocational – Business 400, Employability Skills
14. Vocational – Business 450, COMPTIA A+ Certification Preparation & Practice
15. Vocational – Business 559, Business Practices in Family Child Care
16. Vocational – Food 220, Introduction to Baking & Pastry
17. Vocational – Health 895, Paraprofessional Mental Health Worker I

CORRESPONDENCE EDUCATION OFFERINGS

Credit

None

Non-Credit

1. Older Adults 457, Music Arts for Older Adults
2. Older Adults 518, Creative Cooking for Older Adults
3. Older Adults 802, Seminar for Older Adults
4. Older Adults 823, Manipulative Skills for Older Adults
5. Older Adults 894, Physical Fitness for Older Adults

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To: Board of Trustees	Date: July 12, 2021
Re: Approval of Proposed Revisions for the 2022 – 2023 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 2022 – 2023 Santa Ana College Catalog, as presented.

Fiscal Impact: None	Board Date: July 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: July 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 2022-2023 CATALOG**

The following changes to the 2022-2023 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 2022-2023 catalog are:

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

Four (4) programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four-year schools, and recommendations from state agencies.

DELETED PROGRAMS, DEGREES AND CERTIFICATES (See Attachment #2)

One (1) degrees were deleted because they were outdated and/or required courses that had not been offered in three (3) or more years.

NEW COURSES (See Attachment #3)

Four (4) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES (See Attachment #4)

Seventy-three (73) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

HONORS COURSE REVISIONS

(See Attachment #5)

Eight (8) honor course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

DEACTIVATED COURSES

(See Attachment #6)

Twenty (20) courses were deactivated because they were outdated, experimental and/or had not been offered in three (3) or more years.

DISTANCE EDUCATION OFFERINGS

(See Attachment #7)

Seventy (74) 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.

REVISED PROGRAMS, DEGREES AND CERTIFICATES

Credit

1. Associate of Science in Criminal Justice Option
2. Law Enforcement Option Certificate of Achievement
3. Lighting Design and Technology Certificate of Achievement
4. Screen Performance Certificate of Achievement

Non-Credit

None

DELETED PROGRAMS, DEGREES AND CERTIFICATES

Credit

1. Quinceañera Dress Design Certificate of Proficiency

Non-Credit

None

NEW COURSES

Credit

1. Digital Media 157, Directing for Single-Camera Production
2. Theatre Arts 109, Stage Management
3. Theatre Arts 117, Introduction to Technical Theatre
4. Theatre Arts 157, Directing for Single-Camera Production

Non-Credit

None

REVISED COURSES**Credit**

1. Art 104, Mexican and Chicano Art History
2. Art 105, History of Modern Art
3. Art 108, Contemporary Art History: Art Since Mid-Twentieth Century
4. Art 182, Introduction to Jewelry
5. Art 282, Jewelry II
6. Art 283, Jewelry III
7. Art 284, Introduction to Stone Setting-Jewelry
8. Art 285, Introduction to Enameling-Jewelry
9. Biology 127, Ecology
10. Biology 128, Natural History of the California Coast
11. Biology 129, Ecology of Southern California
12. Biology 131, Natural History of the Southwest
13. Biology 132, Natural History of Death Valley
14. Biology 133, Desert Biology
15. Biology 169, Natural History of the Sierra Nevadas
16. Communication Studies 152, Oral Interpretation
17. Criminal Justice 098, Topics Course
18. Criminal Justice 101, Introduction to Criminal Justice
19. Criminal Justice 102, Introduction to Corrections
20. Criminal Justice 103, Concepts of Criminal Law
21. Criminal Justice 104, Prison Experience
22. Criminal Justice 105, Legal Aspects of Evidence
23. Criminal Justice 106, Coroner Death Investigations
24. Criminal Justice 108, Crime Scene Investigation
25. Criminal Justice 109, Community Interaction
26. Criminal Justice 110, Street Gangs
27. Criminal Justice 148, Report Writing for Criminal Justice Personnel
28. Criminal Justice 198, Topic Course
29. Criminal Justice 205, Criminal Investigation Principles
30. Criminal Justice 209, Organized Crime
31. Criminal Justice 210, Drug Abuse and Criminal Justice
32. Criminal Justice 220, Juvenile Delinquency and Control
33. Criminal Justice Academies 007B, Gangs, Cults, Subcultures, and Hate Crimes
34. Criminal Justice Academies 009C, Advanced Narcotics Training
35. Criminal Justice Academies 011, Field Training Officer
36. Criminal Justice Academies 069A, Continuing Professional Training for Corrections
37. Criminal Justice Academies 088, Campus Law Enforcement Update
38. Digital Media 169, Game Design & Development Team
39. Digital Media 197A, 3D Animation Fundamentals
40. Earth Science 150, Introduction to Oceanography
41. Economics 120, Principles/Macro
42. Economics 121, Principles/Micro
43. English 104, Language and Culture

44. Fashion Design Merchandising 136, Fundamentals of Costume Design
45. Fire Academy 018B, Beginning Fire Physical Ability Training
46. Fire Academy 018C, Intermediate Fire Physical Ability Training
47. Fire Academy 018D, Advanced Fire Physical Ability Training
48. Fire Academy 028, Physical Training for Fireground Operations
49. Fire Academy 029, Public Safety Wellness and Fitness-Operation and Safety Training
50. Fire Officer Training 150D, Company Officer 2D: All-Risk Command Operations for Company Officers
51. Fire Technology 102, Fire Behavior and Combustion
52. Fire Technology 103, Principles of Fire and Emergency Services Safety and Survival
53. Fire Technology 104, Fire Prevention
54. Fire Technology 105, Building Construction for Fire Protection
55. Fire Technology 106, Fire Protection Systems
56. French 211, Intermediate Conversation and Composition I
57. French 214, Intermediate Conversation and Composition II
58. Geology 150, Introduction to Oceanography
59. Interdisciplinary Studies 155, Human Sexuality
60. Interdisciplinary Studies 200, Introduction to Liberal Studies
61. Mathematics 185, Single Variable Calculus II
62. Mathematics 319, Quantitative Research Methods for Healthcare Professionals
63. Nursing-Registered 098, Topics
64. Nursing-Registered 198, Topics
65. Nursing-Registered 199, Independent Study
66. Photography 009, Photography Lab
67. Photography 196, Commercial Photography
68. Speech-Language Pathology Assistant 170, Introduction to Phonetics
69. Speech-Language Pathology Assistant 200, Adult and Geriatric Communication Disorders
70. Spanish 195B, Advanced Conversational Spanish
71. Spanish 213, College Spanish Composition
72. Theatre Arts 165, Intermediate Stage Lighting
73. Theatre Arts 166, Fundamentals of Programming

Non-Credit

None

HONORS COURSE REVISIONS

Credit

1. Art 100H, Honors Introduction to Art Concepts
2. Criminal Justice 101H, Honors Introduction to Criminal Justice
3. Criminal Justice 103H, Honors Concepts of Criminal Law
4. Criminal Justice 109H, Honors Community Interaction
5. Earth Science 150H, Honors Introduction to Oceanography
6. English 104H, Honors Language and Culture
7. Geology 150H, Honors Introduction to Oceanography
8. Spanish 202H, Honors Intermediate Spanish II

Non-Credit

None

DEACTIVATED COURSES

Credit

1. Astronomy 110H, Honors Introduction to Stars and Galaxies
2. Communication Studies 199, Independent Study
3. Dance N09, Dance Class Laboratory
4. TV/Video Communications 009A, TV/Video Communications Laboratory
5. TV/Video Communications 009B, TV/Video Communications Laboratory
6. TV/Video Communications 009C, TV/Video Communications Laboratory
7. TV/Video Communications 010A, TV/Video Communications Advanced Laboratory I
8. TV/Video Communications 010B, TV/Video Communications Advanced Laboratory II
9. TV/Video Communications 010C, TV/Video Communications Advanced Laboratory III
10. TV/Video Communications 010D, TV/Video Communications Advanced Laboratory IV
11. TV/Video Communications 131, Beginning Broadcast News Workshop
12. TV/Video Communications 132, Intermediate Broadcast News Workshop
13. TV/Video Communications 133, Advanced Broadcast News Workshop
14. TV/Video Communications 190, Introduction to ProTools
15. TV/Video Communications 298, TV/Video Communications Practicum/Internship
16. Theatre Arts 165L, Fundamentals of Programming for Intelligent Lighting Lab
17. Theatre Arts 166L, Intermediate Programming Lab

Non-Credit

None

DEACTIVATED EXPERIMENTAL COURSES

Credit

- 18. Dance 198-30, Introduction to Hip Hop
- 19. Dance 198-31, Introduction to Hip Hop
- 20. TV/Video Communications 198-125, Cooperative Work Experience- Occupational

Non-Credit

None

DISTANCE EDUCATION OFFERINGS**Credit**

1. Biology 131, Natural History of the Southwest
2. Biology 132, Natural History of Death Valley
3. Chinese 101, Elementary Chinese I
4. Chinese 102, Elementary Chinese II
5. Communication Studies 152, Oral Interpretation
6. Criminal Justice 098, Topics Course
7. Criminal Justice 101, Introduction to Criminal Justice
8. Criminal Justice 101H, Honors Introduction to Criminal Justice
9. Criminal Justice 102, Introduction to Corrections
10. Criminal Justice 103, Concepts of Criminal Law
11. Criminal Justice 103H, Honors Concepts of Criminal Law
12. Criminal Justice 104, Prison Experience
13. Criminal Justice 105, Legal Aspects of Evidence
14. Criminal Justice 106, Coroner Death Investigations
15. Criminal Justice 108, Crime Scene Investigation
16. Criminal Justice 109, Community Interaction
17. Criminal Justice 109H, Honors Community Interaction
18. Criminal Justice 110, Street Gangs
19. Criminal Justice 148, Report Writing for Criminal Justice Personnel
20. Criminal Justice 198, Topic Course
21. Criminal Justice 205, Criminal Investigation Principles
22. Criminal Justice 209, Organized Crime
23. Criminal Justice 210, Drug Abuse and Criminal Justice
24. Criminal Justice 220, Juvenile Delinquency and Control
25. Criminal Justice Academies 007B, Gangs, Cults, Subcultures, and Hate Crimes
26. Criminal Justice Academies 009C, Advanced Narcotics Training
27. Criminal Justice Academies 011, Field Training Officer
28. Criminal Justice Academies 069A, Continuing Professional Training for Corrections
29. Criminal Justice Academies 088, Campus Law Enforcement Update
30. Digital Media 157, Directing for Single-Camera Production
31. Digital Media 169, Game Design & Development Team
32. Digital Media 197A, 3D Animation Fundamentals
33. English 104, Language and Culture
34. English 104H, Honors Language and Culture
35. Fire Technology 102, Fire Behavior and Combustion
36. Fire Technology 103, Principles of Fire and Emergency Services Safety and Survival
37. Fire Technology 104, Fire Prevention
38. Fire Technology 105, Building Construction for Fire Protection
39. Fire Technology 106, Fire Protection Systems
40. French 101, Elementary French I
41. French 102, Elementary French II
42. French 201, Intermediate French I
43. French 201H, Honors Intermediate French I

44. French 202, Intermediate French II
45. French 202H, Honors Intermediate French II
46. French 211, Intermediate Conversation and Composition I
47. French 214, Intermediate Conversation and Composition II
48. Interdisciplinary Studies 155, Human Sexuality
49. Italian 120, Elementary Italian I
50. Italian 121, Elementary Italian II
51. Japanese 102, Elementary Japanese II
52. Mathematics 185, Single Variable Calculus II
53. Mathematics 319, Quantitative Research Methods for Healthcare Professionals
54. Nursing-Registered 198, Topics
55. Nursing-Registered 199, Independent Study
56. Political Science 200, American Political Thought
57. Spanish 101, Elementary Spanish I
58. Spanish 101H, Honors Elementary Spanish I
59. Spanish 102, Elementary Spanish II
60. Spanish 102H, Honors Elementary Spanish II
61. Spanish 195B, Advanced Conversational Spanish
62. Spanish 201, Intermediate Spanish I
63. Spanish 201H, Honors Intermediate Spanish I
64. Spanish 202, Intermediate Spanish II
65. Spanish 202H, Honors Intermediate Spanish II
66. Spanish 212, College Business Spanish
67. Spanish 213, College Spanish Composition
68. Theatre Arts 109, Stage Management
69. Theatre Arts 117, Introduction to Technical Theatre
70. Theatre Arts 157, Directing for Single-Camera Production
71. Theatre Arts 165, Intermediate Stage Lighting
72. Theatre Arts 166, Fundamentals of Programming
73. Vietnamese 101, Elementary Vietnamese I
74. Vietnamese 102, Elementary Vietnamese II

Non-Credit

None

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College & Santiago Canyon College - Continuing Education

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Santa Ana College & Santiago Canyon College Community Services Program - Fall 2021	
Action:	Request for Approval	

BACKGROUND

Santa Ana College (“SAC”) and Santiago Canyon College (“SCC”) maintain a comprehensive Community Services Program that supports Rancho Santiago Community College District’s vision of “providing comprehensive educational opportunities” and responds to the diverse needs of the community. As such, Community Service Programs at both campuses offer various educational and personal growth opportunities to the community through various courses and travel tours. Its inherent flexibility allows the addition or replacement of classes that have the most cost-effective impact on the program and the community. The programs and courses offered are fee-based, non-apportionment and provide another option for lifelong learning to community members.

ANALYSIS

The proposed Santa Ana College & Santiago Canyon College Community Services Program – Fall 2021 reflects a comprehensive effort to meet the needs of the community by maintaining quality in community services programming through the development of new courses and promoting on-going revenue generating courses. Adults and children in both colleges’ service areas have access to over 300 academic and professional development courses, personal enrichment and recreational activities.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Santa Ana College & Santiago Canyon College Community Services Program – Fall 2021, as presented.

Fiscal Impact:	\$20,000 (estimated net income after expenses)	Board Date: July 12, 2021
Prepared by:	James Kennedy Ed.D., Vice President, School of Continuing Education Lithia Williams, SAC Community Services Program Coordinator II Cristina Morones, SCC Community Services Program Coordinator II	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College Jose F. Vargas, Interim President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE
COMMUNITY SERVICES PROGRAM – FALL 2021**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Active Adults			
Government Grants – Elder Care	Carl Leiter	\$25	60/40
Brain Health	Cyndie Koopsen	\$66	70/30
Healthy Aging	Caroline Young	\$66	70/30
Genealogy Basics	Carrie Ehrfurth	\$100	70/30
Pickleball	Diana Abruscato	\$215	60/40
Total Fitness	Lila Riesen	\$45	\$35/hour
Total Fitness –Circuit Training	Jeff Nolasco	\$45	\$35/hour
Tai Chi For Balance	Karen Mack	\$99	60/40
Meditation I-IV	Mariana Fischer-Militaru	\$45	\$35/hour
Yoga for Every Body	Mariana Fischer-Militaru	\$45	\$40/hour
Advanced Retirement Strategies	Pure Financial Advisors	\$49	No Charge
Retirement Planning Today	Pure Financial Advisors	\$49	No Charge
Around The Home			
Interior Design	Sarah Smallwood	\$115	70/30
Growing Plants	Linda Harlan	\$100	70/30
Eliminate Clutter: Home & Office	Rounds & Miller	\$59	60/40
Basic & Adv Electrical Repairs	Phil Famolaro	\$125	\$40/hr
Miniature Gardens	Beth Davidson	\$30	70/30
Container Gardening	Beth Davidson	\$30	70/30
Arts & Crafts			
Photographing w/Digital Camera	Curt Simmons	\$100	70/30
Holiday Floral Design	Mina Asadirad	\$499	50/50
Funeral Design	Mina Asadirad	\$249	50/50
Wedding Design	Mina Asadirad	\$499	50/50
Ikebana & Topiary	Mina Asadirad	\$249	50/50
One Stroke Painting	Carmen MacDonald	\$75	\$40/hrly
Soap Making	Quayum Abdul	\$39	60/40
Candle Making	Quayum Abdul	\$39	60/40
Drawing Absolute Beginners	Chad Walker	\$100	70/30
Hand Sanitizer	Quayum Abdul	\$39	60/40
Start Gift Basket Business	Shirley George Frazier	\$115	70/30
Furniture Upholstery	Paciano Dominguez	\$125	60/40
Beads, Crystals & Semi Precious Stones	Brigitte Burns	\$30	60/40
Basic Wire Wrapping	Brigitte Burns	\$30	60/40
Creative Card Designs	Brigitte Burns	\$30	60/40
Sun Catcher	Beth Davidson	\$30	70/30
Wind chimes	Beth Davidson	\$30	70/30
Plate Garden Flowers	Beth Davidson	\$30	70/30
Succulent Birdhouse	Beth Davidson	\$30	70/30
Succulent Jewelry	Beth Davidson	\$25	70/30
Mosaic Tiling	Beth Davidson	\$30	70/30
Dreamcatcher	Beth Davidson	\$30	70/30
Metal Stamping	Beth Davidson	\$30	70/30
Decorative Greenhouse	Beth Davidson	\$40	70/30
Terrarium Workshop	Beth Davidson	\$25	70/30
Silk Painting	Christie Campbell	\$99	\$30/hour
Printmaking for Fun	Deborah Goldman	\$120	60/40
Advanced Pastels	Dori Dewberry	\$120	\$35/hour
Drawing & Painting with Pastels	Dori Dewberry	\$120	\$35/hour
Holiday Cake/Cookie Decorating	Roxana Vela	\$79	60/40
Basic Buttercream Cake Decorating	Elizabeth Perreault	\$79	60/40

**SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE
COMMUNITY SERVICES PROGRAM – FALL 2021**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Basic Fondant Cake Decorating	Elizabeth Perreault	\$79	60/40
Cake Decorating Combo Class	Elizabeth Perreault	\$135	60/40
Knowing Architecture	Francik Khalili	\$135	\$30/hour
Watercolor Magic	Francik Khalili	\$135	\$30/hour
The Art of Balloon Twisting	Kim-Yen Gil	\$49	60/40
Beginning Jewelry Designs	Michelle Gharibian	\$119	\$30/hour
Character Development	Paul Frank	\$199	\$30/\$40/hour
Automotive			
BAR Update	James Rudd	\$295	60/40
CCDET Smoke Inspection	James Rudd	\$175	60/40
Cargo Handling Inspection	James Rudd	\$175	60/40
EPA Certification	James Rudd	\$175	60/40
Auto Wholesale Business	Ronald Williams	\$89	60/40
DEAM Certification	James Rudd	\$175	60/40
HVAC I & II	James Rudd	\$200	50/50
SCR TTC Certification	James Rudd	\$200	50/50
Transit Vehicle Safety	James Rudd	\$200	60/40
Auto Upholstery	Paciano Dominguez	\$125	60/40
Business & Careers			
Become A Floral Designer	Mina Flowers, Inc.	\$199	50/50
Voice Overs	Such A Voice	\$29	60/40
Make Up 101	Michelle Jackson	\$59	60/40
AirBNB – Tax Perspective	Dean Ferraro	\$69	60/40
Build Your Own Website	Rounds & Miller Assoc.	\$39	60/40
Become A Notary Public	NPS, Inc.	\$99	60/40
Renewing Your Notary	NPS, Inc.	\$99	60/40
Loan Signing Agent	NPS, Inc.	\$99	60/40
Legal Documents in Time Crisis	NPS, Inc.	\$99	60/40
Achieving Success with Difficult People	Dawn Lianna	\$115	70/30
Home-Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing Business	LeeAnne Krusemark	\$15	60/40
Accounting Fundamentals	Charlene Messier	\$115	70/30
Introduction to Quickbooks	Scott Paxton	\$115	70/30
Human Resource Management	Smith & Nevers	\$299	70/30
Grant Writing Fundamentals	Linda Vallejo	\$115	70/30
Business Finance for Non-Finance Personnel	Matt Crabtree	\$115	70/30
Small Business Bookkeeping & Taxes	Phil Famolaro	\$125	60/40
Makeup Artistry	Michelle Jackson	\$125	60/40
Administrative Assistant Fundamentals	Becky Swaim	\$115	70/30
Podcasting for Profit	Rounds & Miller Assoc.	\$59	60/40
Create Your Website for Free	Rounds & Miller Assoc.	\$59	60/40
Building Teams	Vivian Harte	\$115	70/30
Effective Business Writing	Ann Linquist	\$115	70/30
Blogging & Podcasting	Richard Mansfield	\$100	70/30
Financial Analyst Suite	Matt Crabtree	\$395	70/30
Entrepreneur Suite	Kris Solie-Johnson	\$299	70/30
Get Funny!	Joanna Sansmark	\$100	70/30
Patents, Trademarks, Copyrights	Rounds & Miller Assoc.	\$59	60/40
Self-Publish for Free	Rounds & Miller Assoc.	\$59	60/40
Become A Professional Organizer	Rounds & Miller Assoc.	\$59	60/40
Start a Profitable Home-Based Business	Rounds & Miller Assoc.	\$59	60/40
Meet the Publisher	LeeAnne Krusemark	\$15	60/40
Beginner's Guide to Getting Published	LeeAnne Krusemark	\$15	60/40

**SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE
COMMUNITY SERVICES PROGRAM – FALL 2021**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Become a Mystery Shopper	Jennifer Hayes	\$39	60/40
Certified Phlebotomy Technician	AUMT	\$2,000	70/30
Fundamentals of Supervision & Management	Patricia Adesso	\$149	70/30
Architectural Drafting	Phil Famolaro	\$125	\$40/hr.
Master Public Speaking	Donna Valenti	\$115	60/40
Interpersonal Communication	Laural Bragstad	\$115	70/30
Podcasting for Profit	Rounds & Miller Assoc	\$59	60/40
Leadership Suite	Lianna, Harte & Brown	\$395	70/30
Learn to Sell & Buy on Ebay	Shirley George Frazier	\$100	70/30
The Principles of Success	Donna Valenti	\$125	60/40
How to Become a Travel Agent	Dahlia Quinonez	\$75	60/40
Face Painting	Carmen Macdonald	\$75	\$40/hr.
Event Planning	Cynthia Gzelak	\$199	70/30
Professional Special Effects Artist	Carmen Macdonald	\$125	\$40/hr.
Legal Document Assistant	Notary Public Seminars, Inc.	\$95	60/40
LS Exam Review Class	CA Land Surveyors Assoc.	\$400/\$495	30/70
How to Become a Travel Agent	Dahlia Quinonez	\$120/\$59	\$30/hour
Alcohol Server Certification	ED2GO	\$150	\$35/hour
Intro to Mixology	ED2GO	\$150	\$35/hour
How to Sell on EBay	Frances Greenspan	\$65	60/40
Accounting Basics	Glenn Villanea	\$129	\$30/hour
Intro/Advanced QuickBooks	Glenn Villanea	\$129	\$30/hour
Advanced Computer Aided Drafting	Jeff Covey	\$350	\$50/hour
ACLS for Healthcare Professionals	Joe Mendivil	\$170	\$115/Participant
BLS/CPR for Healthcare Professionals	Joe Mendivil	\$50	\$35/Participant
PALS for Healthcare Professionals	Joe Mendivil	\$170	\$115/Participant
Survey Mapping in Civil 3D	Jonathan Maddox	\$350	\$55/hour
5 – 10 Hr. Home Care Aide Certification	California Caregiver Academy	\$150	5050

College For Kids

Early Reader	MA Perez	\$89	60/40
Reading Development & Comprehension	MA Perez	\$89	60/40
SAT Prep Series	Benjamin Gialloredo	\$199	70/30
Basic Math Review	Trizzie Huynh	\$129	\$30/hr
Online Driver's Education	Bay Area Driving School	\$49	50/50
English Composition	Phyllis Neal	\$89	\$40/hr
Study Skills	Phyllis Neal	\$89	\$40/hr
Martial Arts	John Bishop	\$59	60/40
Chinese –Mandarin (Ages 8-12)	Grace Chou	\$99	\$30/hour
Chinese –Mandarin for Teens	Grace Chou	\$99	\$30/hour
Dungeons & Dragons I&II	Movies by Kids	\$169	\$145/Person
Hollywood Special Effects (Ages 7-13)	Movies by Kids	\$169	\$145/Person
Lego Flix (Ages 7-13)	Movies by Kids	\$169	\$145/Person
Balloon Twisting for Kids	Kim-Yen Gil	\$120	60/40
Party Tricks for Kids	Kim-Yen Gil	\$120	60/40
Composition & Writing Skills (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
Research & Writing Skills (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
Spelling Bee Time (Grades 4-6)	Phyllis Neal	\$59	\$35/hour
Children's Theatre	Roberta Kay Smith	\$130	\$45/hour
Spanish for Fun (Ages 6-14)	Gates Language	\$79	\$35/hour
Beginner/Intermediate Spanish (Ages 6-9)	Sonia Maldonado	\$79	\$35/hour
SAT Writing & Critical Thinking	Jasmine Mayfield Rickett	\$99	\$35/hour
College Essay Writing	Jasmine Mayfield Rickett	\$99	\$35/hour
Algebra (Grades 7-10)	Trizzie Huynh	\$129	\$30/hour

**SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE
COMMUNITY SERVICES PROGRAM – FALL 2021**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Algebra I (Grades 8-10)	Trizzie Hyunh	\$129	\$30/hour
Geometry (Grades 9-11)	Trizzie Hyunh	\$129	\$30/hour
Pre-Algebra (Entering Grades 7-8)	Trizzie Hyunh	\$129	\$30/hour
ACT/SAT Test Prep	Trizzie Hyunh	\$129	\$30/hour
SAT 2 Test Prep –Math & Science	Trizzie Hyunh	\$129	\$30/hour
Computers			
Microsoft Office Suite	Chad Wambolt	\$324	70/30
Quickbook Series	Scott Paxton	\$199	70/30
Intro to SQL	Mava Wilson	\$115	70/30
Basic Computer Skills	Dave Paquin	\$115	70/30
Understanding the Cloud	David Iseminger	\$115	70/30
Introduction to Microsoft Windows	Glenn Villanea	\$69	\$30/hour
Managing Computer Files, E-Mail, Calendar	Glenn Villanea	\$69	\$30/hour
Microsoft Word - Part I/ Pat II	Glenn Villanea	\$69	\$30/hour
MS Excel – Part I/ Part II	Glenn Villanea	\$120	\$30/hour
Perfecting Power Point Proficiency	Glenn Villanea	\$120	\$30/hour
iPhones iPads and I'm Lost	Robert Cohen	\$39	50/50
Marketing with Facebook & Social Media	Robert Cohen	\$39	50/50
Court Mandated			
Alcohol & Drug Awareness	Elizabeth Gudino	\$325	50/50
14601.1 Suspended License Program	Michael Doudna	\$325	50/50
DEJ Deferred Dismissal	Diego Fuentes	\$325	50/50
Anger Management	Kelly Huyhn	\$325	50/50
Petty Theft	Michael Doudna	\$325	50/50
Domestic Violence	Michael Doudna	\$325	50/50
Victim Impact Panel I & II	Michael Doudna	\$325	50/50
Life Skills	Michael Doudna	\$325	50/50
VC 12500 (c) Driving Without License	Michael Doudna	\$325	50/50
Culinary Arts			
Food, Nutrition & Health	Koopsen & Young	\$66	70/30
Lose Weight & Keep It Off	Donna Acosta	\$100	70/30
Low-Fat & Quick Meals	Donna Acosta	\$100	70/30
Start Your Own Edible Garden	Katie Powell-Lee	\$115	70/30
Fall Cooking with Tarla	Tarla Fallgatter	\$39	60/40
Mediterranean Cooking	Parvin Mollarkarimi	\$49	60/40
Cooking Up Cultures	Gate Team	\$100	60/40
Dance			
Salsa Beginning	Salomon Rivera	\$69	60/40
Ballroom Dance	Ashley Fletcher	\$69	\$30/hr.
Country Line Dance	Jeanne Estrin	\$80	50/50
Caribbean & Latin Dance	Miguel Figueroa, Jr.	\$69	60/40
Social Salsa Dance	Miguel Figueroa, Jr.	\$69	60/40
Ballroom Dance	Diana Krivosheya	\$69	60/40
Beginning Social Dance	Diana Krivosheya	\$69	60/40
Latin Dance Bootcamp	Salomon Rivera	\$59	60/40
Sizzling Salsa Level I & II	Salomon Rivera	\$59	60/40
Zumba	Salomon Rivera	\$59	60/40
Beginning Adult Tap	The Dance Centre	\$69	50/50
Beginner Line Dance	The Dance Center	\$50	50/50
Intermediate Line Dance	The Dance Center	\$60	50/50
Swing Dance	The Dance Center	\$72	50/50

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**SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE
COMMUNITY SERVICES PROGRAM – FALL 2021**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Health, Fitness & Beauty			
Restorative Yoga	Alexandra Boggio	\$89	60/40
Yoga for Relaxation/Renewal	Alexandra Boggio	\$89	60/40
Martial Arts	John Bishop	\$99	60/40
Women's Self Defense	John Bishop	\$99	60/40
Back to Basics Make-up and Skin Care	Michelle Jackson	\$59	60/40
Beauty Trends: Make-up Workshop	Michelle Jackson	\$65	60/40
Private Swim Lessons	N. Irvine Water Polo Club	\$60	75/25
Adult Swim Lap	Premier Swim	\$99	60/40
Adult Water Aerobics	Premier Swim	\$99	60/40
Become A Certified Personal Trainer	W.I.T.S	\$650	\$499/ Participant
Body, Mind & Spirit	Koopsen & Young	\$96	70/30
Infectious Diseases & Infection Control	Koopsen & Young	\$78	70/30
Mindfulness – Stress Reduction	Donna Valenti	\$80	60/40
Musical Therapy & Sound Healing	Koopsen & Young	\$48	70/30
Handling Medical Emergencies	Bryan Scypers	\$115	70/30
Women's Health	Knoopsen & Young	\$240	71/30
Yoga, Body & Spirit in Motion	John Bishop	\$59	60/40
Basic First Aid	CA Caregiver Academy	\$55	50/50
Adult, Child, Infant, CPR	CA Caregiver Academy	\$55	50/50
Open Court Badminton	Chi Tran	\$39/\$59	60/40
Yoga Certification	Brittany Fay	\$250	60/40
Essential Oils	Beth Davidson	\$30	70/30
Language			
Spanish for Beginners	Gate Languages	\$99	\$35/hour
Conversational Spanish	Gate Languages	\$99	\$35/hour
Italian for Beginners	Gate Language	\$99	\$35/hour
Chinese –Mandarin for Families	Grace Chou	\$99	\$30/hour
Fast Fun French	Katherine Watson	\$59	60/40
English Language Program (ELP)	Nayrouz Raslan	\$862-\$3,450	\$39/hour
Español Uno/ Dos/Tres	Rigoberto Barreto	\$99	\$30/hour
Spanish at Home	Rigoberto Barreto	\$99	\$30/hour
Spanish at Work	Rigoberto Barreto	\$99	\$30/hour
Medical Billing			
Medical Insurance Billing Certificate	KGP, Inc.	\$150	60/40
Medical Front Office Certificate	KGP, Inc.	\$35	60/40
Medical Billing Service	KGP, Inc.	\$25	60/40
Money Matters			
Where Does All My Money Go!	Matt Crabtree	\$100	70/30
Maximize Your Social Security	Olson & Lee	\$35	60/40
Women & Retirement	Olson & Lee	\$35	60/40
Stock, Bonds & Investing	Matt Crabtree	\$100	70/30
Basic Investing	Jason Micheli	\$35/\$52	60/40
Invest In Stock Market	Jason Micheli	\$35/\$52	60/40
Stock Trading	Matt Crabtree	\$299	70/30
Successful Money Management	Kirsten Iseminger	\$100	70/30
DIY Stock Picking	Chase Metcalf	\$59/\$120	\$30/hour
Estate Planning for Everyone	Jalon O'Connell	\$45	No Charge
Investment Bootcamp	Jalon O'Connell	\$45	No Charge
Master Your Investments	Jalon O'Connell	\$49	No Charge
Mutual Funds and Annuities Explained	Jalon O'Connell	\$45	No Charge

**SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE
COMMUNITY SERVICES PROGRAM – FALL 2021**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Stocks, Bonds and Mutual Bonds	Jalon O'Connell	\$49	No Charge
Financial Empowerment for Widows/Divorcees	Michelle Hensley	\$30/\$59	\$30/hour
Modern Retirement	Pinnacle Financial	\$29/\$59	60/40
Savvy Social Security Planning	Pinnacle Financial	\$29	60/40
Retirement Course	Pure Financial Advisors	\$49	No Charge
Music			
Introduction to Guitar	Edward Burns	\$100	70/30
Music Made Easy	Marianne Muraswski	\$100	70/30
Beginning & Intermediate Guitar	Ron Gorman	\$99	50/50
Beginning Ukulele	Ron Gorman	\$99	50/50
Guitar Ensemble	Sharon Sacks	\$99	\$30/hour
SCC Community Chorale	Lee Lee Truong-Sawicki	\$60	\$25/hour
Online Workshops			
Internet & Basic Computer Literacy	Education To Go	\$99	\$69
Web Page Design, Graphics & Multimedia	Education To Go	\$99	\$69
Computer Troubleshooting & Networking	Education To Go	\$99	\$69
Computer Programming	Education To Go	\$99	\$69
Digital Photography & Digital Video	Education To Go	\$99	\$69
Languages (various)	Education To Go	\$99	\$69
Writing Courses	Education To Go	\$99	\$69
Entertainment Industry	Education To Go	\$99	\$69
Business Planning & Sales	Education To Go	\$99	\$69
Business Marketing & Accounting	Education To Go	\$99	\$69
Finance, Wealth & Career Building	Education To Go	\$99	\$69
Family, Parenting & Child Care	Education To Go	\$99	\$69
Personal Enrichment	Education To Go	\$99	\$69
Online Career Training Programs			
Business & Professional	Gatlin Education	\$1795	\$300
Healthcare & Fitness	Gatlin Education	\$1795	\$300
Hospitality & Gaming	Gatlin Education	\$1795	\$300
IT & Software Development	Gatlin Education	\$1795	\$300
Management & Corporate	Gatlin Education	\$1795	\$300
Media & Design	Gatlin Education	\$1795	\$300
Skilled Trades & Industrial	Gatlin Education	\$1795	\$300
Sustainable Energy & Going Green	Gatlin Education	\$1795	\$300
Business & Communication	LERN UGotClass	Varied	50/50
Data Science & New Careers	LERN UGotClass	Varied	50/50
Human Resources	LERN UGotClass	Varied	50/50
Leadership & Management	LERN UGotClass	Varied	50/50
Personal Development	LERN UGotClass	Varied	50/50
Social Media & Marketing	LERN UGotClass	Varied	50/50
Technology Skills	LERN UGotClass	Varied	50/50
Training & Education	LERN UGotClass	Varied	50/50
Personal Enrichment			
What Were You Born To Do?	Curtis Adney	\$49	60/40
Feng Shui & Chinese Astrology	Kim-Yen Gil	\$59	60/40
Pet Care			
Pet Sitting Business	Jeff Grognet	\$115	70/30

**SANTA ANA COLLEGE & SANTIAGO CANYON COLLEGE
COMMUNITY SERVICES PROGRAM – FALL 2021**

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Real Estate			
Real Estate Investing	Johua Fuhrer	\$100	70/30
Buying Your First Home	Sandy Flores	\$25	60/40
Getting the Best Home Loan	Sandy Flores	\$25	60/40
Fix & Flip	Sandy Flores	\$25	60/40
Real Estate Investments	Gustavo A. Duran	\$89	\$30/hour
Special Interest			
Balloon Twisting	Kim-Yen Gil	\$49	60/40
Journey Into Your Inner Wisdom	Kim-Yen Gil	\$39	60/40
Your Personal Destiny Revealed	Kim-Yen Gil	\$59	60/40
Save Money with Extreme Couponing	LeeAnne Krusemark	\$19	60/40
Travel			
Nuts, Pumpkins & The Garden of Eden	Good Times Travel	\$119	70/30
L.A. Murder, Mystery & Scandal	Good Times Travel	\$ 89	70/30
Oak Glen Fall Harvest	Good Times Travel	\$ 89	70/30
A Day in Solvang	Good Times Travel	\$ 89	70/30
Sweet, Salty & Wild	Good Times Travel	\$119	70/30
Covered Wagon Tour & Cookout	Good Times Travel	\$149	70/30
The Bold & The Bounty	Good Times Travel	\$119	70/30
Hollywood Lights & Cosmic Sights	Good Times Travel	\$69	70/30
Mystery Foodie Tour	Good Times Travel	\$139	70/30
Murder Mystery Train	Good Times Travel	\$119	70/30
Cursing 101	Dahlia Quinonez	\$29	The60/40
Become a Travel Agent	Dahlia Quinonez	\$42	60/40
Travel Do's & Don'ts	Dahlia Quinonez	\$29	60/40
Getty & Gladstone	Good Times Travel	\$109	70/30
Holiday Tours	Good Times Travel	\$129/59	70/30

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College**

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of the Santa Ana College Institutional Self-Evaluation Report in Support of an Application for Reaffirmation of Accreditation	
Action:	Request for Approval	

BACKGROUND

Santa Ana College has prepared a comprehensive [Institutional Self-Evaluation Report](#) in support of an Application for Reaffirmation of Accreditation, as requested by the Western Association of Schools and Colleges (WASC) Accrediting Commission for Community and Junior College (ACCJC), as part of Santa Ana College's regular cycle of Reaffirmation of Accreditation.

ANALYSIS

The Santa Ana College Institutional Self-Evaluation Report was approved by the Academic Senate of Santa Ana College on May 25, 2021, and the College Council of Santa Ana College on June 23, 2021. The Santa Ana College Institutional Self-Evaluation Report was also presented to the Rancho Santiago Community College District Board Institutional Effectiveness Committee on June 17, 2021, in preparation of bringing the document forward for approval by the Rancho Santiago Community College District Board of Trustees.

RECOMMENDATION

It is recommended the Board of Trustees approve the Santa Ana College Institutional Self-Evaluation Report in Support of an Application for Reaffirmation of Accreditation, as presented.

Fiscal Impact:	None	Board Date: July 12, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs & Accreditation Liaison Officer	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs

To: Board of Trustees	Date: July 12, 2021
Re: Approval of Santiago Canyon College Institutional Self Evaluation Report	
Action: Request for Approval	

BACKGROUND

Santiago Canyon College has prepared a comprehensive [Institutional Self Evaluation Report](#) in support of an application for reaffirmation of accreditation, as requested by the Western Association of Schools and Colleges (WASC) Accrediting Commission for Community and Junior College (ACCJC), as part of Santiago Canyon College's regular cycle of reaffirmation of accreditation.

ANALYSIS

The Santiago Canyon College Institutional Self Evaluation Report was approved by the Academic Senate of Santiago Canyon College on June 1, 2021, and the College Council of Santiago Canyon College on June 8, 2021. The Santiago Canyon College Institutional Self Evaluation Report was also presented to the RSCCD Board Institutional Effectiveness Committee on June 17, 2021, in preparation of bringing the document forward for approval by the Rancho Santiago Community College District Board of Trustees.

RECOMMENDATION

It is recommended the RSCCD Board of Trustees approve the Santiago Canyon College Institutional Self Evaluation Report as presented.

Fiscal Impact: None	Board Date: July 12, 2021
Prepared by: Aaron Voelcker, Dean, Institutional Effectiveness, Library & Learning Support Services; Accreditation Liaison Officer Martin Stringer, Vice President, Academic Affairs Craig Rutan, President, Academic Senate of Santiago Canyon College Michael Taylor, Vice President, Academic Senate of Santiago Canyon College	
Submitted by: Jose F. Vargas, Interim President, Santiago Canyon College	
Recommended by: Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College- Division of Continuing Education

To: Board of Trustees	Date: July 12, 2021
Re: Approval of Professional Services Agreement with Entravision	
Action: Request for Approval	

BACKGROUND

Santiago Canyon College Continuing Education has made a significant effort since the start of the pandemic to recruit new students through robust marketing campaigns. Spanish radio has shown to be an effective media for marketing these programs and KLYY and KSSE have the largest Spanish radio listening market share in the San Bernardino and Riverside area according to Nielson ratings with coverage spanning from the San Fernando Valley to Oceanside and Riverside/San Bernardino.

ANALYSIS

This professional services agreement with Entravision shall be effective as of the date signed by both parties until December 31, 2021 or until termination by written notice of either party. College administration and staff have reviewed the professional services agreement with Entravision. The cost for the professional services agreement will be covered by California Adult Education Funds. The professional services agreement with Entravision will provide marketing services for the start of the fall 2021 term for Santiago Canyon College Division of Continuing Education utilizing Spanish language radio ads on three stations: KLYY, KSSE, and KDLD.

RECOMMENDATION

It is recommended that the Board of Trustees approve the professional services agreement with Entravision located in Los Angeles, California, as presented.

Fiscal Impact: \$20,000.00 (Categorical Funds)	Board Date: July 12, 2021
Prepared by: James Kennedy, Ed.D. Vice President Continuing Education	
Submitted by: Jose F. Vargas, Interim President	
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 Santiago Canyon College Division of Continuing Education and Entravision, having its principal business address located at 5700 Wilshire Blvd., Suite 250, Los Angeles, CA 90036 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 August 2nd, 2021, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

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

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Twenty Thousand Dollars (\$20,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected

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

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

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

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

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

District: Rancho Santiago Community College District
 Attn: Vice Chancellor of Business Services
 2323 N. Broadway
 Santa Ana, Ca 92706

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

Contractor: Corina Tarango

5700 Wilshire Blvd.
Los Angeles, CA 90036

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: Iris I. Ingram

Print Title: Vice Chancellor of Business Services

Date: _____

CONTRACTOR: Entravision

BY: _____
Signature of Authorized Person

Print Name: __Corina Tarango

Print Title: __Integrated Marketing Solutions Consultant

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Scope of Work:

Radio advertising on KLYY and KDLD Radio stations for a total of 3 weeks (8/9/21 - 8/30/21)

KLYY: One 60 second ad will be developed and run in 68 spots.

A 4:00 minute interview with client to be run during PM drive time.

Cost: \$16,550

KDLD: One 60 second ad will be developed and run in a total 69 spots.

Cost: \$3,450

Total spots to be run: 137

Total Cost: \$20,000

To be funded with categorical funds.

Invoice to be submitted to RSCCD Accounts Payable Department at completion of campaign for a total of \$20,000 by Entravision.

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

To: Board of Trustees	Date: July 12, 2021
Re: Approval of Professional Services Agreement with ReachLocal, Inc.	
Action: Request for Approval	

BACKGROUND

Santiago Canyon College Division of Continuing Education and Santa Ana College School of 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 to take classes through Continuing Education remotely when they are unable to attend in person. ReachLocal, Inc. is a leader in digital marketing services.

ANALYSIS

This Professional Services Agreement (PSA) with ReachLocal, Inc. shall be effective as of the date signed by both parties until September 9, 2021 or until termination by written notice of either party. This PSA with ReachLocal, Inc. will provide marketing services for the start of the fall 2021 term for Santiago Canyon College Division of Continuing Education and Santa Ana College School of Continuing Education utilizing various digital media tactics. The cost for this PSA will be provided California Adult Education Program funds (\$8,000) and SB 85 funds (\$92,000) earmarked for marketing purposes.

RECOMMENDATION

It is recommended that the Board of Trustees approve the professional services agreement with ReachLocal, Inc. located in Woodland Hills, California, as presented.

Fiscal Impact:	\$100,000.00 (Categorical Funds)	Board Date: July 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	



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 Continuing Education at Santa Ana College and Santiago Canyon College and ReachLocal Inc., having its principal business address located at 1700 Oxnard St., Suite 1600, Woodland Hills, CA 91367 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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. Scope of Work. Exhibit A will include 2 IOs with detailed product solutions/descriptions for Santa Ana College & Santiago Canyon College

2.

3. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on August 1st, 2021, whichever is later, and shall continue in full force and effect thereafter until and including September 30th, (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

4. 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.

5. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed One Hundred Thousand Dollars (\$100,000) (“Contract Amount”). Additional details are specified in **Exhibit A.**
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District’s obligations to compensate Contractor for services, shall solely be governed by **Exhibit A.** Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A.** District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A,** Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District’s Purchase Order number, and Contractor’s Taxpayer Identification Number. Invoices shall be paid on a “net 30-day basis” for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if

Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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) ReachLocal will indemnify, defend, and hold District harmless from and against any loss, damage, cost, liability or expense (including reasonable legal fees) arising out of any claim that any ReachLocal technology used in connection with its provision of the Marketing Services infringes the copyright, patent, trade secret or other proprietary rights of any third party, provided that notice is given to ReachLocal promptly of such claims and that you provide such assistances as may be reasonably required in the defense of such matters 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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
Vice Chancellor of Business Services
2323 N. Broadway
Santa Ana, Ca 92706

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

Contractor: ReachLocal, Inc.
1700 Oxnard St., Suite 1600,
Woodland Hills, CA 91367

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.

21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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: Iris I. Ingram

Print Title: Vice Chancellor of Business Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __Jeff Protono

Print Title: __Vice President of Sales

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

The District is entering into two Insertion Orders (IO) (pages 11 and 12 of this document) for Santa Ana College RSCCD Continuing Education and Santiago Canyon College RSCCD Continuing Education for Marketing Services rendered by ReachLocal, Inc. Also included are ReachLocal Inc. Online Marketing Terms and Conditions (pages 13-26). The Fees for the Marketing Services are \$100,000.00.

Scope of Work:

The School of Continuing Education at Santa Ana College:

Targeted Social Media Advertising on the following platforms:

Continuing Edu - Santa Ana College - Digital Advertising Media Budget Plan 2021			
Digital	Aug	Sept	Totals
Pay Per Click - ESL, HSD, Career Edu, Active Adults, Citizenship	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
Facebook / Instagram - HS Diploma, Career/workforce/Active Adults, Citizenship, ESL	\$ 6,500.00	\$ 6,500.00	\$ 13,000.00
Snapchat - Career Edu/Active Adults, ESL, Citizenship	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00
YouTube ESL Spanish	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
YouTube ESL Vietnamese	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
YouTube English - HS Diploma & Career/Workforce	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
Display - ESL, HiSET/GED, Career Edu/Active Adults, Citizenship	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00
TikTok - High School Diploma, ESL & Career Edu/Active Adults	\$ 4,500.00	\$ 4,500.00	\$ 9,000.00
Totals	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00

Cost: \$60,000

The Division of Continuing Education at Santiago Canyon College:

Targeted Social Media Advertising on the following platforms:

Continuing Edu - Santiago Canyon College - Digital Advertising Media Budget Plan 2021			
Digital	Aug	Sept	Totals
Pay Per Click - ESL, HSD, Career Edu	\$ 1,650.00	\$ 1,650.00	\$ 3,300.00
Facebook / Instagram - HS Diploma, Career/workforce, ESL	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00
Snapchat - HSD, Career Edu, ESL	\$ 2,800.00	\$ 2,800.00	\$ 5,600.00
YouTube ESL Spanish	\$ 1,800.00	\$ 1,800.00	\$ 3,600.00
YouTube ESL Vietnamese	\$ 1,800.00	\$ 1,800.00	\$ 3,600.00
YouTube English - HS Diploma & Career/Workforce	\$ 1,800.00	\$ 1,800.00	\$ 3,600.00
Display -	\$ 3,650.00	\$ 3,650.00	\$ 7,300.00
TikTok - High School Diploma, ESL & Career Edu	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00
Totals	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00

Cost: \$40,000

ReachLocal Insertion Orders (IO)



877-525-6084 <http://reachlocal.com>

CLIENT INFORMATION
Santa Ana College RSCD Continuing Education

AUTHORIZED CLIENT REPRESENTATIVE
Jennifer Hoeger
hoeger_jennifer@sac.edu

Order-63879 June 18, 2021

SEM Santa Ana College RSCD Cont Education Aug & Sept 2021			
	Search Engine Marketing Initial Cycles 2	Budget Per Cycle	\$3000.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

CS FB Santa Ana College RSCD Cont Education Facebook/Insta			
	Facebook Ads - Custom Solutions Initial Cycles 2	Budget Per Cycle	\$6500.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

SNAP Santa Ana College RSCD Cont Education			
	Custom Solutions - SNAP Initial Cycles 2	Budget Per Cycle	\$3500.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

YouTube Santa Ana College RSCD Cont Edu ESL Spanish			
	YouTube Ads Initial Cycles 2	Budget Per Cycle	\$2500.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

YouTube Santa Ana College RSCD Cont Edu ESL Vietnamese			
	YouTube Ads Initial Cycles 2	Budget Per Cycle	\$2500.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

YouTube Santa Ana College RSCD Cont Education			
	YouTube Ads Initial Cycles 2	Budget Per Cycle	\$2500.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

	Targeted Display Initial Cycles 2	Budget Per Cycle	\$5000.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

TikTok Santa Ana College RSCD Cont Education			
	Custom Solutions - New Publishers Initial Cycles 2	Budget Per Cycle	\$4500.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

Payment Due Now			
	Subtotal		\$0.00
	Tax		\$0.00
	Total		\$0.00



877-525-6084 <http://reachlocal.com>

CLIENT INFORMATION
Santiago Canyon College RSCD Continuing Education

AUTHORIZED CLIENT REPRESENTATIVE
Jennifer Hoeger
hoeger_jennifer@sac.edu

Order-63866 June 18, 2021

SEM Santiago Canyon College RSCD Cont Education			
	Search Engine Marketing Initial Cycles 2	Budget Per Cycle	\$1650.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

CS FB Santiago Canyon College RSCD Cont Education Facebook/IG			
	Facebook Ads - Custom Solutions Initial Cycles 2	Budget Per Cycle	\$4000.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

Snapchat Santiago Canyon College RSCD Cont Education			
	Custom Solutions - SNAP Initial Cycles 2	Budget Per Cycle	\$2800.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

YouTube Santiago Canyon College RSCD Cont Edu ESL Spanish			
	YouTube Ads Initial Cycles 2	Budget Per Cycle	\$1800.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

YouTube Santiago Canyon College RSCD Cont Edu ESL Vietnamese			
	YouTube Ads Initial Cycles 2	Budget Per Cycle	\$1800.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

YouTube Santiago Canyon College RSCD Cont Education			
	YouTube Ads Initial Cycles 2	Budget Per Cycle	\$1800.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

	Targeted Display Initial Cycles 2	Budget Per Cycle	\$3650.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

TikTok Santiago CC RSCD Cont Education			
	Custom Solutions - New Publishers Initial Cycles 2	Budget Per Cycle	\$2500.00
		Set Up Fee	\$0.00
		Service Fee Per Cycle	\$0.00

Payment Due Now			
	Subtotal		\$0.00
	Tax		\$0.00
	Total		\$0.00

Terms & Conditions

By clicking Complete Order below you acknowledge and agree:

1. You have read and agree to the ReachLocal, Inc. Online Marketing Services Terms and Conditions (the "Marketing Services Terms"), which may be accessed at <http://www.reachlocal.com/tc>, including Section 15, Dispute Resolution, and all applicable Product Terms.
2. Products and services designated as "recurring" above will continue indefinitely until canceled in accordance with the Marketing Services Terms. All other ReachLocal products and services will automatically end after completion of the Initial Cycles.
3. The Marketing Services Terms allow for the payment of a Cancellation Fee if you wish to cancel prior to the completion of the Initial Cycles set forth above or prior to completion of applicable notice periods.
4. You authorize ReachLocal to collect all amounts owed under the Agreement, including cancellation fees and sales tax where applicable. The sales tax shown on this Order Form is only an estimate. The actual amount of sales tax will be determined at the time payment is made.
5. Recurring payment amount listed above does not include any applicable promotional credits.

Signer Signature

Signing Date

Regarding #1, the terms and conditions have been included in this document (pages 13-26). These are ReachLocal terms and conditions as indicated on their website as of June 23rd, 2021.

Dr. James Kennedy Vice President of Continuing Education will be responsible for the signing of IOs and any change requests that don't have a financial impact on services rendered.

Except as otherwise provided in this Agreement, if any provision contained in this Agreement conflicts with any provision in any of the ReachLocal Terms of Service, the provision contained in this Agreement shall govern and control.

REACH LOCAL ONLINE MARKETING SERVICES TERMS AND CONDITIONS

ReachLocal, Inc. ("ReachLocal") provides a range of marketing products and services for local businesses (the "Marketing Services"). The Order Form (the "Order Form") sets forth which Marketing Services are being purchased by the client who signed the Order Form ("you" or "Client"), the costs for such Marketing Services, and other relevant details. These Online Marketing Services Terms and Conditions ("Marketing Services Terms") are incorporated by reference into and made a part of any Order Form submitted to ReachLocal and govern the relationship between you and ReachLocal. These Marketing Services Terms also apply to any Marketing Services you may sign-up for without an Order Form, such as free trials or other limited-time offers. All Order Forms are subject to acceptance by ReachLocal, in its sole discretion. The Order Form, the Marketing Services Terms, and the documents and/or links referenced in such documents are together referred to as the "Agreement."

If you are accepting on behalf of your employer or another entity, you represent and warrant that (i) you have full legal authority to bind your employer or such legal entity to this Agreement, (ii) you have read and understand this Agreement and (iii) you agree, on behalf of the Client, to this Agreement.

PLEASE REVIEW THIS AGREEMENT CAREFULLY, INCLUDING THE DISPUTE RESOLUTION PROVISION IN SECTION 15, WHICH DESCRIBES HOW CERTAIN DISPUTES WILL BE RESOLVED BETWEEN US, AND THAT NO CLASS ACTIONS MAY BE BROUGHT UNDER THIS AGREEMENT. IF YOU WANT TO OPT-OUT OF THIS DISPUTE RESOLUTION PARADIGM, SECTION 15 BELOW DESCRIBES THE PROCEDURES YOU MUST FOLLOW TO DO SO.

1. **Marketing Services.** The Marketing Services include, but are not limited to, the following products:
 - **[Media Products](#) (which includes: Search Marketing, Targeted Display and Social Ads)**
 - **[Client Center](#)**
 - **[Websites](#)**
 - **[SEO](#)**
 - **[Social Media Marketing](#)**
 - **[Live Chat™](#)**
 - **[Video Production](#)**
 - **[Listings Management](#)**
 - **[Targeted Email Marketing](#)**

- **Total Banner Now®**
- **Premium Local Service**
- **ReachLocal Mobile App**
- **[Branded Content](#)**

The [Tracking Services](#) (which also sets forth the terms for Custom Tracking) are applicable to all of the Marketing Services, so please review carefully.

You will be able to see the additional terms and conditions governing each of our Marketing Services by clicking the links above (the "Product Terms").

2. **Fees.**

- a. **Identification of Fees.** You agree to pay the amounts set forth in the Order Form in accordance with Section 3 or as may be further explained in the Product Terms (the "Fees"). The Fees are generally divided into product fees, service fees and set-up fees. Product fees are the recurring fees that you will be charged for the specific product you have purchased as shown on the Order Form. Service fees are for the delivery of any premium services that ReachLocal may, from time to time, offer. Set-up fees are one-time fees for the set-up of campaigns or other services. ReachLocal reserves the right to change any of the Fees at any time, provided that such changes will not take effect until a new Order Form has been executed and delivered to ReachLocal by you.
- b. **Promotional Credits.** If ReachLocal offers any special promotions that provide you with credits or other incentives in connection with purchasing Marketing Services (the "Promotional Credits"), and you cancel one or more of the Marketing Services prior to completion of the Initial Term (other than for cause, as set forth below), then in addition to any other cancellation penalties you may be subject to, you will be required to repay to ReachLocal the full amount of the Promotional Credit(s).

3. **Payment Terms.**

- . **General.** Once an Order Form has been accepted by ReachLocal, you will be responsible for payment in full of all Fees, except as may otherwise be provided in Section 4(c) hereof. The Fees shown are not inclusive of sales, use or similar taxes which may be applicable. If applicable, sales, use and similar taxes shall be your sole responsibility and may be assessed on the invoice. Please note that the sales tax shown on an Order Form is only an estimate. The actual amount of sales tax will be determined at the time that payment is made. All payments are due in U.S. dollars.

- a. **Manner of Payment.** You shall pay for all amounts payable under this Agreement either by credit card (the "Client Card"), ACH (electronic debit from your bank account) or such other form of payment as ReachLocal may, in its sole discretion, permit. You will be required to agree to the applicable payment authorization form(s), which also permit ReachLocal to recover any Promotional Credits (as set forth above) and collect any Cancellation Fees (as defined below) in the authorized manner. With ReachLocal's prior approval, under certain circumstances you may pay by check. In the case of payment through ACH, no amounts owing are considered paid until the electronic debit has been received by ReachLocal's bank.
- b. **Timing of Payment.** Fees, as identified on the Order Form, are due in advance of each Cycle as more fully described in the Product Terms. If there are Set-Up Fees (as set forth on the Order Form), such Fees shall be paid in advance together with all amounts owed for the first Cycle. ReachLocal shall have the right to charge the Client Card or debit from your account through ACH for Fees in accordance with these Marketing Services Terms and the Product Terms. ***You understand and acknowledge that all amounts owed must be paid in advance and that, in addition to being in breach of your contractual obligations, your campaign or service may be paused or terminated if timely payment is not received.***

4. **Term/Termination.**

- . **Term.** The Agreement shall commence upon execution of an Order Form and, unless otherwise provided in the Product Terms, shall continue until cancelled in accordance with the terms of this Agreement. Free trials and other limited time offers signed up for without an Order Form have limited terms and will automatically conclude unless the Marketing Service is purchased via an Order Form at the end of the trial period.
- a. **Cancellation.** Unless otherwise provided in the Product Terms, you may cancel any Marketing Service at any time and for any reason by calling 1-877-222-9395 (a "Cancellation Request").
 - i. If you have not completed the initial number of Cycles set forth on the Order Form (the "Initial Term"), cancellation will be effective at the completion of the Initial Term.
 - ii. If you have completed the Initial Term, cancellation will be effective at the completion of one full Cycle after ReachLocal's receipt of your Cancellation Request (for example if you request cancellation while you are in the middle of the 6th Cycle, the cancellation will be effective after completion (and payment) through and including the 7th Cycle).

ReachLocal may cancel at any time for any reason on written notice to you (which may be provided by email) upon the conclusion of a Cycle.

- b. **Cancellation Fee.** Unless otherwise provided in the Product Terms, if you wish to cancel any Marketing Service immediately without completing the applicable term described above, you may do so, but you will have to pay a cancellation fee equal to 50% of any unpaid portion of such Marketing Service's term (the "Cancellation Fee"). The following are two examples:
- i. If you wish to cancel a Search Marketing campaign with an Initial Term of 12 Cycles at \$2,000 per Cycle after 9 Cycles, you will be obligated to pay \$3,000 Cancellation Fee (which is 50% of the unpaid portion of the Initial Term).
 - ii. If you wish to cancel a Targeted Display campaign with an Initial Term of 12 Cycles at \$2,000 per Cycle after 13 Cycles, you will be obligated to pay a \$1,000 Cancellation Fee (which is 50% of the amount owing through the one Cycle notice period described above).

ReachLocal may, consistent with established payment practices, charge the Client Card or shall be permitted to cause payment to be made through ACH for the Cancellation Fee or ReachLocal may invoice you for the Cancellation Fee, which invoice must be paid within seven (7) business days after the invoice date. No cancellation of an Order Form under this section shall take effect until the Cancellation Fee has been paid, meaning that ReachLocal may continue the campaign, and you shall continue to be obligated to pay for the campaign in accordance with the terms of this Agreement. You acknowledge that the Cancellation Fee is not a penalty, but rather is a reasonable amount of liquidated damages to compensate ReachLocal for your early cancellation of Marketing Services.

- c. **Cancellation Revocation.** You may, upon written notice to ReachLocal (email is acceptable) revoke such termination within 30 days after you have made a Cancellation Request, in which case the Order Form will be reinstated and all applicable campaigns, if they had been stopped, will be re-initiated upon payment in full of all amounts owed. If the Cancellation Fee has already been paid, it shall be applied to the amount owing on the Order Form.
- d. **Termination for Cause.** Either you or ReachLocal may terminate the Agreement (which will terminate all current Order Forms) on 30 days prior written notice (the "Notice Period") if the other party is in material breach of its obligations hereunder and such breach has not been materially cured by the conclusion of the Notice Period. ***For the avoidance of doubt, ReachLocal makes no guarantees with respect to the performance of any campaign or any other service and therefore such performance shall not be a basis for termination pursuant to this Section.***

- e. **Campaign Pauses.** ReachLocal may pause a Media Product campaign at any time for operational reasons. You may also request a pause in a campaign, however, it will be in ReachLocal's sole discretion to determine if a campaign pause is appropriate. If you request to pause your campaign and the campaign is paused for more than 30 days, you will have to pay an additional Campaign set-up Fee to restart the campaign. ReachLocal may charge the Client Card or shall be permitted to cause payment to be made through ACH for the Cancellation Fee or ReachLocal may invoice you for such additional set-up Fee, which invoice must be paid within seven (7) business days after the invoice date.
- f. **No Refunds.** You understand and agree that you will not be entitled to any refunds of amounts already paid to ReachLocal, unless you properly terminate under Section 4(e) or ReachLocal terminates under the last sentence of Section 4(b), in which case you shall only be entitled to a refund for the unspent balance of the then applicable Cycle Payment (as defined in the applicable Product Terms) or equivalent, which shall be your sole remedy.
- g. **Collection of Amounts Owed.** Any amounts not paid by you when due shall bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less). You agree to pay all costs of collection (including attorneys' fees and costs and all other legal and collection expenses) incurred by ReachLocal in connection with its enforcement of its rights under the Agreement.
- h. **Effect of Termination; Survival.** You understand and acknowledge that due to the nature of the Internet, certain information regarding you that was posted on the Internet as part of the Marketing Services may continue to be available on the Internet following termination of Marketing Services and/or the Agreement. All provisions of the Agreement that by their sense or nature should survive termination of the Agreement (including, without limitation, all limits of liability, indemnity obligations, and confidentiality obligations) shall survive. Without limiting the generality of the foregoing, in the event of any termination, you shall remain liable for any amounts due to ReachLocal as of the effective date of termination.

5. **ReachLocal Platform.**

- . **Your Data.** As part of the campaign initiation process and from time to time during the campaign, you will provide certain information to ReachLocal, which ReachLocal may input into its proprietary platform (the "Platform"). Accordingly, you hereby permit ReachLocal to input your contact information, credit card or ACH information, and campaign information into the Platform. ReachLocal will only use such information in connection with the fulfillment of the Marketing Services, as otherwise permitted by the Agreement and as may be legally necessary. In addition, you agree that ReachLocal may, from time to time, use your data to send you emails regarding Platform updates, campaign

updates, payment reminders, and marketing opportunities relating to ReachLocal and its commercial partners.

- a. **License to Access ReachCentral.** Upon sign-up for a Marketing Service and for so long as your account is in good standing or until you cancel all Marketing Services, you will be granted a revocable, non-transferable, non-sublicensable, non-exclusive, limited license to access Client Center, ReachLocal's online reporting and marketing services platform, including, if applicable, ReachLocal's lead management software system. Your access shall be password protected and you agree that you may not share your password with third parties or otherwise provide access to Client Center to third parties. If the security of your username(s) or password(s) is compromised in any way, or if you or one of your agents suspects that it may be, you shall immediately contact ReachLocal. ReachLocal is not responsible for any loss or damage suffered by the compromise of any password. You acknowledge and agree that you do not have, nor will you claim any right, title or interest in Client Center, the Platform, software, data, applications, methods of doing business or any elements thereof, or any content provided therein. You may only access Client Center via a Web browser, a mobile application or in a manner otherwise approved by ReachLocal. You will not attempt in any way to reverse engineer, alter, modify, eliminate, conceal, or otherwise render inoperable or ineffective Client Center. ReachLocal may terminate the foregoing license, at any time and for any reason.
6. **Privacy Considerations.** You shall, at all times, post a privacy policy on your native web site (the "Existing Site") and comply with such privacy policy. The privacy policy must comply with all applicable laws. You shall ensure that your privacy policy does not contain provisions that are inconsistent with the nature of the services being provided by ReachLocal. In that regard, please see the [ReachLocal Marketing Practices](#) for a description of the privacy implications of ReachLocal's products and services. ReachLocal may, but is under no obligation to, insert or otherwise make visible from the Proxy Site (as defined in the [Tracking Terms](#)), such notifications as it may deem appropriate. ***You understand and acknowledge that your failure to maintain a privacy policy that complies with the foregoing requirements may (a) result in your campaign not being run or being suspended and (b) expose you and ReachLocal to liability which you shall fully indemnify.***
7. **Intellectual Property Matters.**
 - . **License to ReachLocal.** You hereby grant to ReachLocal and the online properties on which Client Content is served by the Marketing Services (the "Publishers") a non-exclusive, royalty-free, worldwide license to use, copy, modify (as permitted herein), publicly perform, display, broadcast and transmit during the term of this Agreement (i) any text, images, logos, trademarks,

service marks, promotional materials, product or service information, comments, reviews, photos, audio and video clips and other information ("Client Content") you provide in connection with any Marketing Service and (ii) the Existing Site, to the extent necessary for ReachLocal to perform the Marketing Services, including to perform automated scans of text data and publicly available content on the Existing site in order to improve the performance of your Marketing Services and/or recommend other Marketing Services. Except as set forth in any Product Terms and this Agreement, title to and ownership of all intellectual property rights of all Client Content shall remain with you or your third-party licensors. You agree that ReachLocal may, during the term of this Agreement and thereafter, include your name (including any trade name, trademark, service mark and logo) on ReachLocal's client list, and in its marketing materials, sales presentations and any online directories that ReachLocal may, from time to time, publish.

- a. **ReachLocal Creative Services.** Except as may be otherwise provided in any of the Product Terms, if you request that ReachLocal provide any creative services, you will remain fully responsible for any content you provide to ReachLocal. With respect to any content created by ReachLocal, as between you and ReachLocal, ReachLocal shall retain ownership of the design elements of such content, excluding any of your trade names, trademarks, service marks or logos or other proprietary elements that may be included within such content, but that predate the creation of the content.

8. **Your Representations, Warranties and Covenants.** You represent and warrant that you have all necessary rights and authority to enter into the relationship with ReachLocal contemplated by the Agreement. You represent, warrant and covenant that the Existing Site, any content linked to the Existing Site and any content or materials that you provide to ReachLocal, do not and will not: (a) infringe on any third party's copyright, patent, trademark, trade secret, moral right or other proprietary rights or right of publicity or privacy; (b) violate any law, statute, ordinance or regulation, including, without limitation, laws and regulations governing export control, false or misleading advertising or unfair competition; (c) be defamatory or libelous; (d) be pornographic or obscene; or (e) contain viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or deleterious programming routines. You further represent, warrant and covenant that the product or service that is being (or will be) promoted through any campaign is (i) lawful and (ii) not the subject of any ongoing investigation by any local, state or federal regulatory or quasi-regulatory authorities.

9. **Indemnification.**

- . You will indemnify, defend (with counsel reasonably acceptable to ReachLocal) and hold harmless ReachLocal, the Publishers, their subsidiaries, affiliates and parent companies and each of their respective directors, officers,

agents and employees and each of their successors and assigns from and against any and all claims, liabilities, damages, losses, costs, expenses, fees of any kind (including without limitation reasonable attorneys' fees and expenses) incurred in connection with any claim, action or proceeding arising from or relating to: (i) any breach by you of any representation, warranty, covenant or other obligation contained in these Marketing Services Terms or in any of the Product Terms; (ii) the violation of any rights of any third party, including intellectual property, privacy, publicity or other proprietary rights by you or anyone using your account; (iii) the sale, license, supply or provision of your goods or services; or (iv) any other act, omission or misrepresentation by you. ReachLocal reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. If ReachLocal does assume the defense of such a matter, you will reasonably cooperate with ReachLocal in such defense. You will not enter into any settlement or compromise of any such claim, which settlement or compromise would result in any liability to, or any admission of wrongdoing by, any indemnified person or entity, without ReachLocal's prior written consent.

- a. ReachLocal will indemnify, defend, and hold you harmless from and against any loss, damage, cost, liability or expense (including reasonable legal fees) arising out of any claim that any ReachLocal technology used in connection with its provision of the Marketing Services infringes the copyright, patent, trade secret or other proprietary rights of any third party, provided that notice is given to ReachLocal promptly of such claims and that you provide such assistances as may be reasonably required in the defense of such matters.

10. **Agency.** In the event you are purchasing advertising on behalf of another company, you represent and warrant that you have been authorized by each such company to act as its agent in all respects relating to the Agreement, including, without limitation, the making of any elections or giving of any consents. Without limiting the generality of the foregoing, you agree on behalf of each such company that such company has been made aware of, and agrees to be bound by, these Marketing Services Terms. You and each such company shall be jointly and severally liable for fulfillment of obligations under this Agreement, including all payment obligations.

11. **Confidentiality.** Except as may be required by applicable law, you shall not disclose the contents of the Agreement to any third party (other than its employees and representatives who are made aware of and agree to this restriction) without ReachLocal's prior written consent. Except as otherwise expressly herein permitted, no party may issue a press release concerning the existence or terms of the Agreement without the prior written consent of the other party. In addition, except as may be required by applicable law, you may not disclose any Confidential Information regarding ReachLocal. "Confidential

Information" means information about ReachLocal's (or its suppliers') business, products, technologies (including the Platform or Client Center), strategies, financial information, operations or activities that is proprietary and confidential, including without limitation all business, financial, technical and other information disclosed by ReachLocal. Confidential Information will not include information that you can establish is in or enters the public domain without breach of these confidentiality obligations.

12. **DISCLAIMER OF WARRANTIES.** REACHLOCAL PROVIDES ALL MARKETING SERVICES PERFORMED HEREUNDER AND REACHCENTRAL ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT ANY GUARANTEE OF CONTINUOUS OR UNINTERRUPTED AVAILABILITY. IF THE MARKETING SERVICES ARE INTERRUPTED OR DELAYED, REACHLOCAL'S SOLE OBLIGATION WILL BE TO RESTORE SUCH SERVICES AS SOON AS PRACTICABLE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REACHLOCAL DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. REACHLOCAL WILL HAVE NO LIABILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR INFORMATION; (ii) CLAIMS RELATING TO INFRINGEMENT OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY (OTHER THAN BY THE PLATFORM) OR DEFAMATION; (iii) PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR ACCESS TO OR USE OF ANY OF THE MARKETING SERVICES; (iv) UNAUTHORIZED ACCESS TO OR USE OF REACHLOCAL'S SERVERS OR OF ANY PERSONAL OR FINANCIAL INFORMATION; (v) INTERRUPTION OF TRANSMISSION TO OR FROM THE MARKETING SERVICES; (vi) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED ON OR THROUGH THE MARKETING SERVICES BY ANY THIRD PARTY; (vii) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE MARKETING SERVICES; OR (viii) MATTERS BEYOND REACHLOCAL'S REASONABLE CONTROL. REACHLOCAL DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE OFFERINGS OR ANY LINKED WEB SITE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM REACHLOCAL OR THROUGH THE

MARKETING SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE MARKETING SERVICES TERMS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, REACHLOCAL MAKES NO GUARANTEES WITH RESPECT TO THE PERFORMANCE OF ANY CAMPAIGN OR ANY PRODUCT OR SERVICE

13. **LIMITATIONS OF LIABILITY.**

NO CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOSS OF USE, LOST BUSINESS, LOST DATA OR LOST PROFITS (EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE FOREGOING EXCLUSION OF LIABILITY WILL NOT APPLY TO (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, INCLUDING ANY AMOUNTS PAYABLE IN CONNECTION THEREWITH; (II) TO YOUR CONFIDENTIALITY OBLIGATIONS; AND/OR (III) EITHER PARTY'S WILLFUL MISCONDUCT.

- a. **LIMITATION ON DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL REACHLOCAL'S CUMULATIVE, AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED THE AMOUNTS RECEIVED BY REACHLOCAL FROM YOU DURING THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO SUCH LIABILITY. IN LIEU OF REFUND, REACHLOCAL SHALL BE PERMITTED, IN ITS SOLE DISCRETION, TO PROVIDE "MAKE-GOOD" MARKETING SERVICES, PROVIDED SUCH "MAKE-GOOD" MARKETING SERVICES ARE PROVIDED WITHIN A REASONABLE PERIOD OF TIME AFTER THE LIABILITY HAS ACCRUED.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent ReachLocal may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of ReachLocal's liability will be the minimum permitted under such law.

- b. **Acknowledgement.** Each party acknowledges that the other party has entered into the Order Form in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

14. **Third Party Beneficiaries.** You understand and acknowledge that the Publishers are intended third-party beneficiaries of Sections 7, 8, 9 and 13.

15. **Dispute Resolution**

- . **Informal Dispute Resolution.** Except for any controversy or claim relating to an Intellectual Property Right (as defined below in Section 15(c)), the parties agree that with respect to any matters, disputes, or claims between Client and ReachLocal arising from or related to this Agreement or the parties' relationship, ReachLocal and Client shall negotiate in good faith to informally resolve the problem or dispute. If the problem or dispute is not resolved satisfactorily within 60 days after ReachLocal or Client receives notice in accordance with Section 16(d) (if ReachLocal), or to the address identified on the Order Form (if Client), either party can submit the dispute to binding arbitration in accordance with this arbitration provision.
- a. **Arbitration.** Except for any controversy or claim (1) relating to the ownership by either party of any Intellectual Property Rights (as defined below in Section 15(c)), or (2) properly filed and pursued in small claims court on an individual basis, any claim, dispute or controversy between the parties arising from or relating to this Agreement or the relationships which result from this Agreement that remain unresolved after the parties attempt to informally resolve such claim, dispute or controversy shall be resolved by binding arbitration brought on an individual basis as a "Common Claim" before the National Arbitration Forum (NAF) pursuant to the Code of Procedure then in effect (or such other arbitration provider as is mutually-agreeable to the parties) in a manner consistent with the terms in this Agreement. Parties shall submit all available documents that support their claims, counterclaims or defenses at the time of submission of the initial claim or response thereto. Formal discovery will only be permitted upon a showing of good cause and subject to the arbitrator's approval. The arbitration shall take place in the state and county in which Client is located or in Los Angeles, California, in accordance with the initiating party's ("Claimant's") preference. The Client and ReachLocal shall each pay their own arbitration and hearing fees, costs, and expenses, including but not limited to fees, costs and expenses for attorneys, experts, discovery, and witnesses (as applicable). The arbitration shall be conducted by a single arbitrator. The arbitration may be held by telephone or by written submissions if Client and ReachLocal so elect. The arbitrator shall issue a written award. Any award of the arbitrator may be entered as a judgment in any court having jurisdiction. Information may be obtained at www.adrforum.com and claims may be filed electronically at file@adrforum.com. After an arbitration is commenced, if the Claimant makes a written offer of settlement that is rejected by the other party ("Respondent"), and Claimant is the prevailing party in arbitration and recovers an amount equal to or greater than Claimant's offer of settlement, Claimant

shall recover his, her or its reasonable attorneys' fees and expenses incurred in investigating, preparing for, and pursuing a claim in arbitration up to \$25,000. After an arbitration is commenced, if the Respondent makes a written offer of settlement that is rejected by the Claimant, and Claimant either does not prevail in arbitration or does not recover more in the arbitration than Respondent's offer of settlement (exclusive of attorneys' fees or costs awarded to Claimant by the arbitrator), then Respondent shall recover his, her or its reasonable attorneys' fees and expenses incurred in investigating, preparing for, and defending the claim in arbitration up to \$25,000. This agreement to arbitrate shall be governed by and interpreted under the Federal Arbitration Act, 9 U.S.C. Sections 1-16.

- b. **Exceptions.** This agreement to arbitrate does not apply to any of the following: (1) any claim, action or proceeding arising out of or relating to a patent, copyright, trademark, or trade secret right of Client, ReachLocal or any affected third party (collectively, "Intellectual Property Rights"); or (2) claims filed on an individual basis in small claims court properly within that court's jurisdiction and proceeding on an individual (non-class) basis. The parties expressly agree that arbitration shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class-action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims between Client and ReachLocal. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement, if any portion of this "Exceptions" provision is deemed invalid or unenforceable, then the entire Dispute Resolution Provision (other than this sentence) shall not apply. If a party improperly brings a claim, action or proceeding in a court of law that is properly arbitrable in accordance with Section 15(b), or brings a claim, action or proceeding in arbitration that is not properly arbitrable based on the exceptions identified in this Section 15(c), the other party may seek relief in a court located in the jurisdiction in which the underlying action was commenced and, if prevailing, shall be entitled to his, her or its reasonable attorneys' fees and costs.
- c. **Amendment.** ReachLocal reserves the right to amend this arbitration provision at any time and will notify Client of such amendments. Client's continued use of the services after receiving notice of any changes to this Section 15 is affirmation of Client's consent to such changes.
- d. **Opt-Out.** Client shall have the right to opt-out of this arbitration provision by sending an email to optoutnotice@reachlocal.com or by U.S. Mail, postage prepaid, to ReachLocal, Inc., 21700 Oxnard St., Suite 1600, Woodland Hills, California, 91367, Attention: Office of the Chief Legal Officer within 30 days of

signing the first Order Form with ReachLocal or receipt of any notification of changes to this agreement to arbitrate. Any opt-out received after 30 days shall be ineffective and this arbitration provision shall remain in full force and effect.

- e. **Voluntary and Knowing Waiver.** BY ENTERING INTO THIS ARBITRATION AGREEMENT, CLIENT ACKNOWLEDGES AND AGREES THAT IT IS WAIVING THE RIGHT TO TRIAL BY JURY FOR ANY CLAIM SUBJECT TO ARBITRATION. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT IT MAY ONLY BRING A CLAIM IN ITS INDIVIDUAL CAPACITY, AND NOT IN ANY REPRESENTATIVE CAPACITY. OTHER RIGHTS THAT CLIENT WOULD HAVE IF IT WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST

16. ***Miscellaneous.***

- . **Governing Law.** The Agreement will be governed and construed in accordance with the laws of the State of California without giving effect to conflict of laws principles.
- a. **Timing of Claims.** You agree that, regardless of any statute or law to the contrary, the dispute resolution process identified in Section 15 applicable to any claim, dispute or controversy arising out of or related to the Agreement must be commenced within one year after such claim or cause of action arose or be forever barred; provided that this section shall not in any way limit the time in which claims for infringement or misappropriation of Intellectual Property Rights may be brought.
- b. **Entire Agreement.** The Agreement (which includes the Order Form, all applicable Product Terms and any payment authorization forms) sets forth the entire agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties as to the subject matter hereof. It may be changed only by a writing signed by both parties. With respect to changes to Order Forms then in effect, such writing may include email, provided that such changes are limited to a change in the term of the Order Form or the amounts being paid under the Order Form.
- c. **Notices.** Any written notices to ReachLocal required under the Agreement shall be provided by registered mail with proof of delivery to ReachLocal's then current corporate headquarters address (as shown on www.reachlocal.com), Attn: Office of the Chief Legal Officer **and** by email to notices@reachlocal.com. Notices shall be deemed delivered 72 hours after posted in the mail.
- d. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way.

- e. **Assignment.** You may not assign any Order Form or the Agreement without the prior written consent of ReachLocal. The parties' rights and obligations will bind and inure to the benefit of their respective successors, heirs, executors and joint administrators and permitted assigns.
- f. **Independent Contractors.** The parties to the Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by the Agreement.
- g. **Third-Party Services.** Some of the Marketing Services may incorporate third-party products and services and ReachLocal may do so without your consent, provided that ReachLocal remains primarily liable for the performance of its obligations to you.
- h. **Referrals.** You acknowledge that ReachLocal may provide incentives to third parties to introduce potential clients to ReachLocal or to direct ReachLocal to potential clients.
- i. **Force Majeure.** Neither party shall have any liability for any failure or delay (other than with respect to payment obligations) resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or inventory shortage, unavailability of currency, transportation interruption of any kind, work slowdown or any other condition affecting production or delivery in any manner beyond the reasonable control of such party.
- j. **International Sale of Goods; Exports.** The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement. ReachLocal software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.

Last updated on March 2, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College - Academic Affairs

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Agreement with Pacific Clinics' Recovery Education Institute (REI)	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

The Agreement covers the period of July 13, 2021 through June 30, 2022.

RECOMMENDATION

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

Fiscal Impact:	Revenue not to exceed \$50,000.00	Board Date: July 12, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	

**AGREEMENT FOR PROVISION OF
RECOVERY EDUCATION INSTITUTE SERVICES
BETWEEN SANTIAGO CANYON COLLEGE
AND PACIFIC CLINICS
2021-2022 Academic Year**

THIS AGREEMENT, entered into this 13th day of July, 2021 which date is enumerated for purposes of reference only, is by and between Pacific Clinics, hereinafter referred to as "PROVIDER," and Rancho Santiago Community College District on behalf of Santiago Canyon College, hereinafter as "CONTRACTOR." referred to

WITNESSETH:

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

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

2. COMPENSATION

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

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

3. COMPLIANCE

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

4. CONFIDENTIALITY

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

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

5. EMPLOYEE ELIGIBILITY VERIFICATION

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

6. CONFLICT OF INTEREST

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

7. DELEGATION AND ASSIGNMENT

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

8. INDEMNIFICATION

- A. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
- B. In the event CONTRACTOR provides services at the PROVIDER's facility, CONTRACTOR shall ensure its compliance with all safety and health requirements for its employees in accordance with federal, state and COUNTY safety and health regulations.

9. INSPECTIONS AND AUDITS

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

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

10. LICENSES AND LAW

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

11. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

12. NOTICES

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

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

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

13. PAYMENTS

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

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

14. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

15. REPORTS

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

16. SERVICES TO BE PROVIDED

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

17. SPECIAL PROVISIONS

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

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

18. STATUS OF SUBCONTRACTOR

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

19. TAX LIABILITY

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

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

20. TERM

The term of this Agreement shall commence on July 13, 2021 or the execution date and terminate no later than June 30, 2021; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

21. TERMINATION

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

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

22. WAIVER OF DEFAULT OR BREACH

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

(The remainder of this page left intentionally blank. Signatures on next page)

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

Signature & Date

Iris I. Ingram
Vice Chancellor
Business Services

Name Organization:

Rancho Santiago Community College District on behalf of Santiago Canyon College

Address:

2323 North Broadway Santa Ana, CA 92706

Signature & Date

(CEO, President, EVP CAO)
Executive Vice President

Name of Organization: Pacific Clinics

Address:

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

Exhibit A

To the Agreement for Provision of

Educational Advancement College Credit Courses Services

Between

Pacific Clinics

And

Rancho Santiago Community College District on behalf of Santiago Canyon College

2021-2022 Academic Year

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

TYPES OF SERVICES: Educational Advancement College Credit Courses

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

Santiago Canyon College will:

- 1) Provide the mutually agreed upon college credit course(s) for the Fall, Spring, and Summer academic semesters beginning on July 13, 2021.
- 2) Provide college Faculty who meet state minimum qualifications to teach the agreed upon course(s) at the REI Campus. Classes may be conducted in a traditional classroom setting format (face-to-face instruction) or via an online format (distance education instruction).
- 3) Provide College credit courses to up to (30) REI students, per credit course, per semester. Students must be residents of Orange County.
- 4) Initiate a facilitated enrollment process for REI students that does not require Matriculation fees or any other student fees (optional health, student ID fees may be considered), exclusive of textbooks and classroom material fees.

Pacific Clinics will:

- 1) Pay Santiago Canyon College a flat fee per course as follows:
 - a. \$2,500.00 for courses with 18 hours of instruction;
 - b. \$4,000.00 for courses with 36 hours of instruction;
 - c. \$5,500.00 for courses with 54 hours of instruction;
 - d. \$7,000.00 for courses with 72 hours of instruction; and
 - e. \$8,500.00 for courses with 90 hours of instruction, during any instructional term for the 2021-2022 Academic Year.
- 2) Adhere to Santiago Canyon College's Academic schedules.

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

Additional contract details:

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

EXHIBIT B

2020-2021 Academic Year

I. BUDGET

Santiago Canyon College

Cost per course:

- a. **\$2,500.00** for courses with **18** hours of instruction;
- b. **\$4,000.00** for courses with **36** hours of instruction;
- c. **\$5,500.00** for courses with **54** hours of instruction;
- d. **\$7,000.00** for courses with **72** hours of instruction; and
- e. **\$8,500.00** for courses with **90** hours of instruction

Number of Students: Up to 30

Number of units per course: 1-5

Total: **Not to exceed \$50,000**

II. COURSE DESCRIPTIONS

2020-21-TBD from Santiago Canyon College Course Catalog

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

III. JOB DESCRIPTIONS

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
Academic Affairs
Continuing Education

To: Board of Trustees	Date: July 12, 2021
Re: Approval of Consulting Agreement Renewal with Orange Unified School District	
Action: Request for Approval	

BACKGROUND

Since 1986, RSCCD has provided college credit and noncredit courses in classrooms owned by the Orange Unified School District (OUSD). In some cases, RSCCD has leased classroom space and in other cases OUSD has provided the classrooms free of charge. This Consulting Agreement is to allow Santiago Canyon College (SCC) to provide college credit and noncredit classes at OUSD facilities free of charge to RSCCD for the period August 16, 2021 through June 30, 2026.

ANALYSIS

Through this agreement, the OUSD will provide classroom space, free-of-charge, to SCC to offer college credit classed (including dual enrollment) and noncredit classes. State apportionment for students attending credit and noncredit classes at OUSD sites will be collected by SCC. Attached is a copy of the required OUSD Consulting Agreement and a copy of the Statement of Work. The details of the Criminal Records Check Fingerprinting Certification and Employee/Volunteer List will be complete, upon request, as identified needed classes are determined and commence.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Renewal of Consulting Agreement with Orange Unified School District as presented.

Fiscal Impact: Increased Apportionment	Board Date: July 12, 2021
Prepared by: Martin Stringer, Interim Vice President, Academic Affairs, SCC James Kennedy, Vice President, Continuing Education, SCC	
Submitted by: Jose F. Vargas, Interim President, SCC	
Recommended by: Marvin Martinez, Chancellor	



CONSULTING AGREEMENT

THIS AGREEMENT is made effective on _____, **202**_ and it is made by and between _____, hereafter called "Consultant," and the Orange Unified School District, hereafter called "District."

RECITALS

- A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENTS

- 1. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

Attachments to this agreement – please check, if applicable:

- Statement of Work
 - Proposal / Price Quotation
 - Price / Fee Schedule
 - Requirements Summary
 - Other attachment(s) described as: _____
- _____

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

- 2. The Consultant will commence providing services under this Agreement on _____, **202**_, and will diligently, properly and in full compliance perform as required and complete the performance of services by _____, **202**_. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the District's Administrative Services or Purchasing Department in writing.
- 3. The Consultant is an independent contractor and will perform said services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes or anyother purpose.

4. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
5. The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed \$ _____

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: \$_____ It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not to exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

6. Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.
7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.
 - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability for damages which result from the sole

negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

10. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors. The Consultant shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverages prior to the commencement of work.

MINIMUM SCOPE OF INSURANCE

- a. Commercial General Liability: For injury or damage that arises out of the other party's use of premises, work, services or products \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
 - b. Business Auto Liability: For injury or damage that arises out of the other party's use of automobiles; should include all owned, hired, rented, leases, or other non-owned autos \$1,000,000 per accident.
 - c. Workers' Compensation & Employer's Liability: Per Statute for Workers' Compensation; Employer's Liability \$1,000,000 per accident, disease and annual aggregate.
 - d. Errors and Omissions/Professional Liability: (If applicable) For financial loss or harm caused to the district that arise out of vendor's professional services \$5,000,000 per occurrence / \$5,000,000 annual aggregate.
 - e. Cyber Liability: (If applicable) For financial loss or harm caused to the district that arises out of loss or theft of data, breach of data, disruption of networks, intrusion of virus, malware, disclosure of private information, notification, credit monitoring, breach response costs, regulatory fines and penalties, and infringement of intellectual property \$2,000,000 per occurrence / \$2,000,000 annual aggregate.
11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
 12. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
 13. The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement.
 14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
 15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
 - a) Increase dollar amounts;
 - b) Effect administrative changes; and

c) Effect other changes as required by law.

- 16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
- 17. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.
- 18. Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Criminal Records Check Fingerprinting Certification" form and submit it to the District.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONSULTANT:

DISTRICT:

Orange Unified School District
726 W. Collins Ave.
Orange, CA 92867

(Signature, Authorized Representative)
Signer's Name: _____
Title: _____

(Signature, Authorized Representative)
David A. Rivera
Assistant Superintendent/CBO
Business Services

(SSN or Federal ID number)

(Telephone)

(Email Address)

(Date)

(Date)

District Board of Education Approval Date: _____
Attachment(s): _____

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

EDUCATION CODE SECTION 45125.1

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

PENAL CODE SECTION 667.5(c)

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

PENAL CODE SECTION 1192.7

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a nominate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

The contractor shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

**CRIMINAL RECORDS CHECK
FINGERPRINTING CERTIFICATION**



To the Governing Board of the Orange Unified School District:

I _____, acknowledge and certify as follows:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on ____/____/____

Business Name (if applicable)

Address

Printed Name of Authorized Signer

City, State, Zip

Title of Authorized Signer

Telephone

Authorized Signature

E-Mail Address

Appendix A

Name of Employee or Volunteer	Position
Elizabeth Arteaga	Dean, Business & Career Education
Estela Cuellar	Director, Special Programs
Amanda Campbell	Business & Career Education Counselor
Caroline Foruno	Job Developer
Guillermo Vega	BCE Career Coach
Cindy Lee	BCE Career Coach
Vanessa Montero	BCE Career Coach
Anacari Velasquez	BCE Career Coach
Tom Varga	BCE Career Coach
Esmeralda Navarro	BCE Career Coach
Anson Lui	Faculty, Biology
Victor Pham	Faculty, Biology
Amy Freese	Department Chair of Education
Loann Tran	Director, Special Programs
Melany DelCarpio	HS and Community Outreach Specialist
Zulema Mendez	Student Program Specialist
Skyler Phamle	Student Services Specialist
Macey Lachman	Guided Pathways Counselor
Angleica Melgoza	HS and Community Outreach Specialist
Veronica Hurtado	Student Services Specialist (Pathways to Teaching)
Melody Lievano-Magana	Student Ambassador
Jennifer Coto	Dean, Counseling & Student Services
AJ Cully	Administrative Assistant
Charlie Malone	Faculty, Modern Languages/American Sign Language
Trismonisha Blagdon	Faculty, Modern Languages/American Sign Language
Phillip Janes	Faculty, Modern Languages/American Sign Language
Janet Rohman	Faculty, Modern Languages/American Sign Language
Katie Burns	Faculty, Communications
Zin-hin Woo	Faculty, Music
Joseph Alonzo	Interim Dean, Instruction and Student Services
Jolene Sheilds	HS/ABE Faculty Coordinator
Isabel Garcia	High School & Community Outreach Specialist
Leyvi Berganza	Graduation Specialist
Eden Quimzon	Executive Director, ESL
Rita VanDyke-Kao	Department Chair/Coordinator, ESL
Yumiko Carney	Coordinator, ESL
Nicholas Williams	Instructional Assistant, ESL
Louis Labat	Instructional Assistant, ESL
Mitzy Rodriguez	Instructional Assistant, ESL
Jessica Villa	Instructional Assistant, ESL
Maria Flores	Instructional Assistant, ESL
Ashley Preston	Faculty, ESL
Mario Martinez-Sanchez	Faculty, ESL
Ricardo Chavez	Faculty, ESL
Maria Aguirre	Faculty, ESL
Stephanie Martinez	Faculty, ESL

**Statement of Work
Rancho Santiago Community College District
2021-2026**

DESCRIPTION OF SERVICE:

Santiago Canyon College will:

- Provide continuing education (noncredit) courses through the Division of Continuing Education at the Orange Education Center (SCC-OEC) at schools and sites operated by Orange Unified School District (OUSD), beginning on or after July 13, 2021 and ending by June 30, 2026 at no cost to OUSD
- Provide free continuing education English as a Second Language (ESL), High School Petition, and GED/HiSET Test Preparation courses to students, contingent upon continued state funding and a minimum of twenty (20) students in attendance
- Collect apportionment for students attending noncredit courses
- Provide general education (credit) courses through Santiago Canyon College Division of Academic Affairs at schools and sites operated by Orange Unified School District (OUSD), beginning on or after July 13, 2021 and ending by June 30, 2026, at no cost to OUSD. Classes will be held at times other than the regular school day defined by OUSD's academic calendar and bell schedule. Any classes offered during OUSD regular school day will abide by AB288 agreement.
- Collect apportionment for OUSD students who enroll in credit courses at SCC through the Dual Enrollment Program. The students who are concurrently enrolled are exempt from enrollment fees, health, and student fees. Special Admit OUSD students taking dual enrolled courses are responsible for purchasing textbooks and material fees. (Section 76001 - Education Code). If dual enrolled OUSD students are taking SCC courses outside of OUSD designated sites and on the college, student will be required to pay health and student fees. OUSD students will not be charged any fees during periods in time that SCC identifies funding that can be used to cover textbooks, material fees, health and student fees.
- Provide and pay faculty to teach both credit and noncredit courses at OUSD schools/sites.
- Will provide updated list of Names of Volunteers and Employees at the start of each year before the start of the Fall Semester and send updated list each time a new Employee will be on site at an OUSD facility.

OUSD will:

- Provide classroom space at no cost to RSCCD. Classes shall be held at facilities that are clearly identified as being open to the general public and enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
- Allow a minimum of twenty (20) students to be enrolled in each SCC-OEC continuing education (noncredit) course; attendees not to exceed the maximum capacity of the assigned classroom space
- Adhere to SCC-OEC's "Open Entry/Open Exit" course policy
- Adhere to SB 338 which provides the SCC/RSCCD with the authority to restrict admission and enrollment in any session based on age, grade-level of completion, or assessment and placement procedures in conformance with Matriculation regulations.
- Permit students referred by SCC to enroll in SCC courses held at OUSD schools/sites on a space available basis for both credit and noncredit courses

STUDENT RECORDS FOR DUAL ENROLLMENT CLASSES

- Santiago Canyon College and OUSD shall maintain the confidentiality of all student academic records and other personal student records in accordance with all applicable privacy laws, ordinances, regulations, and directives at the federal, state, and local levels. Both parties agree not to release such data to any third party without the prior written consent of the student or unless disclosure is otherwise authorized by law.
- Santiago Canyon College and OUSD have a student's educational legitimate interest in student success and access as defined by in the "Student and Parent Waiver of Privacy Rights" release form. SCC may disclose information from an "eligible student's" education record or course progress when performing "Early Alerts".
- Santiago Canyon College and OUSD shall inform all of its officers, employees, and agents providing services as part of this AGREEMENT of the confidentiality of student academic records and other personal student records.
- Santiago Canyon College and OUSD shall enforce applicable policies and procedures to ensure that each student record received pursuant to this

AGREEMENT is used solely for the purpose(s) consistent with the user's authority to access that information pursuant to applicable federal and state law.

- Santiago Canyon College and OUSD shall maintain accurate and complete records which shall include a record of educational services provided in sufficient detail to permit an evaluation of services in accordance with Education Code provisions. Such records shall be open to the respective inspection and audit by authorized professional staff of the COLLEGE DISTRICT, the SCHOOL DISTRICT, and other state agencies where such inspection and audit does not conflict with the Education Code.

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

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Memorandum of Understanding for Five-Year Renewal of Bridge Program with Orange Unified School District	
Action:	Request for Approval	

BACKGROUND

Since September 2005, the Rancho Santiago Community College District (RSCCD) and the Orange Unified School District (OUSD) have collaborated on providing a Bridge Program for OUSD students. The Bridge Program was developed to primarily serve higher achieving OUSD students who need an additional class to meet college requirements but cannot fit that course into the regular school day. This Memorandum of Understanding (MOU) is to authorize the Santiago Canyon College – Orange Education Center (SCC-OEC) to continue to provide Bridge classes at OUSD sites for the five-year period of August 16, 2021 through June 30, 2026. Attached is the MOU describing the roles and responsibilities of RSCCD and OUSD.

ANALYSIS

Through this MOU, the OUSD will provide classroom space, free-of-charge, to SCC-OEC to offer noncredit classes during zero period (before the start of the school day) at OUSD high school sites or via a remote instruction modality if needed. State apportionment for students attending these Bridge classes at OUSD sites will be collected by SCC-OEC.

RECOMMENDATION

It is recommended that the Board of Trustees approve the memorandum of understanding renewal for Bridge Program with Orange Unified School District as presented.

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

Memorandum of Understanding
Bridge Classes Program
2021-2026

Since September 2005, the Rancho Santiago Community College District (RSCCD) and the Orange Unified School District (OUSD) have collaborated on providing a Bridge Program for OUSD students. The Bridge Program was developed to primarily serve higher achieving OUSD students who need an additional class to meet college requirements but cannot fit that course into the regular school day. This document will serve as a declarative statement of previously agreed upon terms and will be effective August 16, 2021 through June 30, 2026. Under this Memorandum of Understanding:

RSCCD will continue to:

- A. Provide program administration and non-classroom coordination.
- B. Hire, orient, and train instructors recruited by OUSD.
- C. Provide instruction to OUSD students in previously approved courses at times other than during their regular school day (typically in the mornings before the start of the regular school day). Sessions may be held in the Fall and Spring terms during the school year as attendance requirements dictate.
- D. Schedule classes that are aligned with the OUSD academic calendar.
- E. Process and transfer of grades by deadlines.
- F. Report and collect State apportionment for the classes provided. In the event the instructor of record is absent, RSCCD will not claim any apportionment for classes conducted by a substitute.

OUSD will continue to:

- A. Provide classroom space for the Bridge Classes program at no cost to RSCCD. Classes shall be held at facilities that are clearly identified as being open to the general public and enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
- B. Provide Textbooks/classroom materials.
- C. Facilitate enrollment, insofar as assisting with maintaining the minimum of 20 students that is required to keep a class open.
- D. Not report or collect State apportionment for the Bridge classes provided.
- E. Provide substitute instructors in the event that the instructor of record is absent.

RSCCD and OUSD further understand and agree that:

- A. Bridge classes will follow the traditional OUSD instructional calendar. Bridge classes are scheduled to begin the second day of the Fall semester, and continue through the end of the OUSD academic year.
- B. In the event that classes cannot meet in a physical classroom (face-to-face instruction), classes may be held via a remote instruction modality.
- C. Both parties will continue to operate on the basis of sound administrative policies and adhere to non-discriminatory practices and do not and shall not discriminate on the basis of sex, race, disability, sexual orientation, religion, ethnic or national origin, age, prior educational status, or any other unreasonable basis for discrimination.
- D. Both parties will continue to comply with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments, if applicable.
- E. Both parties will comply with any and all requirements of the Americans with Disabilities Act.
- F. Both parties will hold each other harmless, defend and indemnify the other party, and the officers, employees, Boards, volunteers, and agents of the other party from and against all losses, claims or expenses arising out of an liability for personal injury, bodily injury to person(s), contractual liability and damage sustained or claimed to have been sustained arising out of activities of the parties to this agreement or the activities of either party's Boards, officers, agents, employees, or volunteers. Each party further agrees to waive all rights of subrogation against the other party. The provisions of this indemnity agreement do not, however, apply to any losses, claims or expenses caused by negligence of the party's officers, employees, volunteers, or agents.
- G. Upon one semester advance written notice by either of the parties hereto, this agreement may be terminated for any reason.
- H. Any modifications to this agreement must be in the form of a written amendment, signed by both parties.

In witness whereof, said parties below have agreed upon the terms described above and will abide by those terms in accord with the agreement.

ORANGE UNIFIED SCHOOL DISTRICT

Signature: _____ Date: _____

David A. Rivera
Assistant Superintendent/CBO Business Services
Orange Unified School District
1401 N. Handy Street
Orange, CA 92867
(714) 628-4000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature: _____ Date: _____

Iris I. Ingram
Vice Chancellor of Business Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340

Rancho Santiago Comm Coll District

Board Meeting of 07/12/21

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 06/08/21 Thru 06/25/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68930	General Fund Unrestricted	3,567,922.75	0.00	3,567,922.75	92*0549769	92*0549895
68935	General Fund Unrestricted	94,089.25	0.00	94,089.25	92*0549919	92*0550004
68942	General Fund Unrestricted	1,012.00	0.00	1,012.00	92*0550015	92*0550016
68943	General Fund Unrestricted	182,908.63	0.00	182,908.63	92*0550019	92*0550120
68949	General Fund Unrestricted	297,651.54	0.00	297,651.54	92*0550156	92*0550257
68955	General Fund Unrestricted	443.00	0.00	443.00	92*0550306	92*0550308
68961	General Fund Unrestricted	2,205.02	0.00	2,205.02	92*0550500	92*0550501
68962	General Fund Unrestricted	2,166.30	0.00	2,166.30	92*0550480	92*0550499
68963	General Fund Unrestricted	1,166.75	0.00	1,166.75	92*0550477	92*0550479
68965	General Fund Unrestricted	133,691.32	0.00	133,691.32	92*0550310	92*0550452
Total Fund 11 General Fund Unrestricted		\$4,283,256.56	\$0.00	\$4,283,256.56		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68887	General Fund Restricted	0.00	9,623.99	-9,623.99	92*0548748	92*0548748
68930	General Fund Restricted	4,592,828.58	0.00	4,592,828.58	92*0549770	92*0549900
68935	General Fund Restricted	785,930.19	0.00	785,930.19	92*0549921	92*0549998
68943	General Fund Restricted	1,021,670.85	0.00	1,021,670.85	92*0550017	92*0550123
68949	General Fund Unrestricted	4,830,382.42	0.00	4,830,382.42	92*0550155	92*0550261
68956	General Fund Restricted	14,960.99	0.00	14,960.99	92*0550511	92*0550511
68958	General Fund Restricted	14,962.50	0.00	14,962.50	92*0550509	92*0550509
68965	General Fund Restricted	2,353,528.88	0.00	2,353,528.88	92*0550309	92*0550453
Total Fund 12 General Fund Restricted		<u>\$13,614,264.41</u>	<u>\$9,623.99</u>	<u>\$13,604,640.42</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68930	GF Unrestricted One-Time Func	30,496.66	0.00	30,496.66	92*0549766	92*0549874
68935	General Fund Restricted	62,024.71	0.00	62,024.71	92*0549929	92*0549990
68943	GF Unrestricted One-Time Func	38,917.88	0.00	38,917.88	92*0550018	92*0550122
68949	GF Unrestricted One-Time Func	19,066.63	0.00	19,066.63	92*0550163	92*0550259
68965	GF Unrestricted One-Time Func	44,847.86	0.00	44,847.86	92*0550322	92*0550450
Total Fund 13 GF Unrestricted One-Time		\$195,353.74	\$0.00	\$195,353.74		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68931	Child Development Fund	18,358.88	0.00	18,358.88	92*0549901	92*0549910
68936	Child Development Fund	420.66	0.00	420.66	92*0550005	92*0550006
68944	Child Development Fund	3,830.06	0.00	3,830.06	92*0550124	92*0550135
68950	Child Development Fund	60,277.29	0.00	60,277.29	92*0550262	92*0550275
68960	Child Development Fund	4,033.49	0.00	4,033.49	92*0550502	92*0550502
68966	Child Development Fund	1,731.82	0.00	1,731.82	92*0550454	92*0550458
Total Fund 33 Child Development Fund		\$88,652.20	\$0.00	\$88,652.20		

Checks Written for Period 06/08/21 Thru 06/25/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68932	Capital Outlay Projects Fund	1,455.77	0.00	1,455.77	92*0549911	92*0549913
68937	Capital Outlay Projects Fund	50,960.00	0.00	50,960.00	92*0550007	92*0550010
68945	Capital Outlay Projects Fund	151,426.50	0.00	151,426.50	92*0550136	92*0550146
68951	Capital Outlay Projects Fund	274,825.38	0.00	274,825.38	92*0550276	92*0550292
68967	Capital Outlay Projects Fund	1,113,604.20	0.00	1,113,604.20	92*0550459	92*0550467
68970	Capital Outlay Projects Fund	482.50	0.00	482.50	92*0550473	92*0550473
Total Fund 41 Capital Outlay Projects Fun		<u>\$1,592,754.35</u>	<u>\$0.00</u>	<u>\$1,592,754.35</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68933	Bond Fund, Measure Q	170,915.70	0.00	170,915.70	92*0549914	92*0549917
68938	Bond Fund, Measure Q	84,921.48	0.00	84,921.48	92*0550011	92*0550011
68946	Bond Fund, Measure Q	188,274.82	0.00	188,274.82	92*0550147	92*0550149
68952	Bond Fund, Measure Q	296,621.12	0.00	296,621.12	92*0550293	92*0550302
68959	Bond Fund, Measure Q	1,066,200.67	0.00	1,066,200.67	92*0550503	92*0550508
68968	Bond Fund, Measure Q	124,553.51	0.00	124,553.51	92*0550468	92*0550472
68969	Bond Fund, Measure Q	1,016.93	0.00	1,016.93	92*0550474	92*0550474
Total Fund 43 Bond Fund, Measure Q		\$1,932,504.23	\$0.00	\$1,932,504.23		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68939	Property and Liability Fund	3,147.50	0.00	3,147.50	92*0550012	92*0550012
68947	Property and Liability Fund	56,348.80	0.00	56,348.80	92*0550150	92*0550153
Total Fund 61 Property and Liability Fund		<u><u>\$59,496.30</u></u>	<u><u>\$0.00</u></u>	<u><u>\$59,496.30</u></u>		

Checks Written for Period 06/08/21 Thru 06/25/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68926	Workers' Compensation Fund	0.00	463.20	-463.20	92*0549708	92*0549708
68940	Workers' Compensation Fund	463.20	0.00	463.20	92*0550013	92*0550013
68953	Workers' Compensation Fund	10,827.32	0.00	10,827.32	92*0550303	92*0550303
Total Fund 62 Workers' Compensation Fu		\$11,290.52	\$463.20	\$10,827.32		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68934	Student Financial Aid Fund	24,000.00	0.00	24,000.00	92*0549918	92*0549918
68941	Student Financial Aid Fund	600.00	0.00	600.00	92*0550014	92*0550014
68948	Student Financial Aid Fund	18,000.00	0.00	18,000.00	92*0550154	92*0550154
68954	Student Financial Aid Fund	38,343.00	0.00	38,343.00	92*0550304	92*0550305
68957	Student Financial Aid Fund	12,825.00	0.00	12,825.00	92*0550510	92*0550510
68964	Student Financial Aid Fund	39,200.00	0.00	39,200.00	92*0550475	92*0550476
Total Fund 74 Student Financial Aid Fund		\$132,968.00	\$0.00	\$132,968.00		

SUMMARY

Total Fund 11 General Fund Unrestricted	4,283,256.56
Total Fund 12 General Fund Restricted	13,604,640.42
Total Fund 13 GF Unrestricted One-Time Fund	195,353.74
Total Fund 33 Child Development Fund	88,652.20
Total Fund 41 Capital Outlay Projects Fund	1,592,754.35
Total Fund 43 Bond Fund, Measure Q	1,932,504.23
Total Fund 61 Property and Liability Fund	59,496.30
Total Fund 62 Workers' Compensation Fund	10,827.32
Total Fund 74 Student Financial Aid Fund	132,968.00
Grand Total:	<u><u>\$21,900,453.12</u></u>

Checks Written for Period 06/08/21 Thru 06/25/21

<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>
1A2106212	SAC Diversified Agency Fund	5,626.73	0.00	5,626.73	1A*0002524	1A*0002528
1A2106425	SAC Diversified Agency Fund	435.00	0.00	435.00	1A*0002529	1A*0002529
Total 1A SAC Diversified Agency Fund		<u><u>\$6,061.73</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,061.73</u></u>		

Checks Written for Period 06/08/21 Thru 06/25/21

<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>
1B2106212	SAC Bookstore Fund	693.95	0.00	693.95	1B*0002824	1B*0002825
1B2106319	SAC Bookstore Fund	34,674.18	7.00	34,667.18	1B*0002826	1B*0002842
1B2106425	SAC Bookstore Fund	24,823.89	0.00	24,823.89	1B*0002843	1B*0002853
Total 1B SAC Bookstore Fund		<u><u>\$60,192.02</u></u>	<u><u>\$7.00</u></u>	<u><u>\$60,185.02</u></u>		

Checks Written for Period 06/08/21 Thru 06/25/21

<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>
1C2106212	SAC Community Education Fund	3,039.60	0.00	3,039.60	1C*0001328	1C*0001329
1C2106319	SAC Community Education Fund	3,028.75	0.00	3,028.75	1C*0001330	1C*0001332
Total 1C SAC Community Education Fund		<u><u>\$6,068.35</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,068.35</u></u>		

Checks Written for Period 06/08/21 Thru 06/25/21

<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>
1S2106212	SAC Associated Students Fund	1,559.99	0.00	1,559.99	1S*0001829	1S*0001831
1S2106319	SAC Associated Students Fund	4,148.99	0.00	4,148.99	1S*0001832	1S*0001841
Total 1S SAC Associated Students Fund		<u><u>\$5,708.98</u></u>	<u><u>\$0.00</u></u>	<u><u>\$5,708.98</u></u>		

Checks Written for Period 06/08/21 Thru 06/25/21

<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>
1T2106319	SAC Diversified Trust Fund	46,834.97	0.00	46,834.97	1T*0002188	1T*0002197
1T2106425	SAC Diversified Trust Fund	6,133.62	0.00	6,133.62	1T*0002198	1T*0002202
Total 1T SAC Diversified Trust Fund		<u>\$52,968.59</u>	<u>\$0.00</u>	<u>\$52,968.59</u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	6,061.73
Total Fund 1B SAC Bookstore Fund	60,185.02
Total Fund 1C SAC Community Education Fu	6,068.35
Total Fund 1S SAC Associated Students Fun	5,708.98
Total Fund 1T SAC Diversified Trust Fund	52,968.59
Grand Total:	<u><u>\$130,992.67</u></u>

Checks Written for Period 06/08/21 Thru 06/25/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A2106212	SCC Diversified Agency Fund	562.64	0.00	562.64	2A*0001909	2A*0001911
2A2106319	SCC Diversified Agency Fund	2,331.29	0.00	2,331.29	2A*0001912	2A*0001913
2A2106425	SCC Diversified Agency Fund	653.84	0.00	653.84	2A*0001914	2A*0001915
Total 2A SCC Diversified Agency Fund		<u>\$3,547.77</u>	<u>\$0.00</u>	<u>\$3,547.77</u>		

Checks Written for Period 06/08/21 Thru 06/25/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B2106212	SCC Bookstore Fund	42,485.01	0.00	42,485.01	2B*0002479	2B*0002486
2B2106319	SCC Bookstore Fund	234.00	0.00	234.00	2B*0002487	2B*0002487
2B2106425	SCC Bookstore Fund	6,636.86	0.00	6,636.86	2B*0002488	2B*0002496
Total 2B SCC Bookstore Fund		<u>\$49,355.87</u>	<u>\$0.00</u>	<u>\$49,355.87</u>		

Checks Written for Period 06/08/21 Thru 06/25/21

<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>
2S2106319	SCC Associated Students Fund	310.00	0.00	310.00	2S*0001485	2S*0001485
Total 2S SCC Associated Students Fund		<u><u>\$310.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$310.00</u></u>		

Checks Written for Period 06/08/21 Thru 06/25/21

<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>
2T2106212	SCC Diversified Trust Fund	600.00	0.00	600.00	2T*0001606	2T*0001607
2T2106319	SCC Diversified Trust Fund	657.16	0.00	657.16	2T*0001608	2T*0001609
2T2106425	SCC Diversified Trust Fund	1,876.28	0.00	1,876.28	2T*0001610	2T*0001613
Total 2T SCC Diversified Trust Fund		<u><u>\$3,133.44</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,133.44</u></u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	3,547.77
Total Fund 2B SCC Bookstore Fund	49,355.87
Total Fund 2S SCC Associated Students Fun	310.00
Total Fund 2T SCC Diversified Trust Fund	3,133.44
Grand Total:	<u><u>\$56,347.08</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/08/2021 To 06/27/2021
Board Meeting on 07/12/2021

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		1,989
2000 CLASSIFIED SALARIES	1,826	
3000 EMPLOYEE BENEFITS	163	
4000 SUPPLIES & MATERIALS		42,188
5000 OTHER OPERATING EXP & SERVICES	130,188	
6000 CAPITAL OUTLAY		88,000
Total Transfer Fund 11	\$132,177	\$132,177
<u>Fund 12: General Fund Restricted</u>		
1000 ACADEMIC SALARIES		124,876
2000 CLASSIFIED SALARIES	7,525	
3000 EMPLOYEE BENEFITS		88,403
4000 SUPPLIES & MATERIALS	17,697	
5000 OTHER OPERATING EXP & SERVICES	688,374	
6000 CAPITAL OUTLAY		164,903
7000 OTHER OUTGO		335,414
Total Transfer Fund 12	\$713,596	\$713,596
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
2000 CLASSIFIED SALARIES		61
3000 EMPLOYEE BENEFITS	61	
Total Transfer Fund 13	\$61	\$61
<u>Fund 33: Child Development Fund</u>		
4000 SUPPLIES & MATERIALS	2,608	
5000 OTHER OPERATING EXP & SERVICES		2,608
Total Transfer Fund 33	\$2,608	\$2,608
<u>Fund 41: Capital Outlay Projects Fund</u>		
6000 CAPITAL OUTLAY		956,000
7900 RESERVE FOR CONTINGENCIES	956,000	
Total Transfer Fund 41	\$956,000	\$956,000
<u>Fund 79: Diversified Trust Fund</u>		
4000 SUPPLIES & MATERIALS		10,304
7900 RESERVE FOR CONTINGENCIES	10,304	
Total Transfer Fund 79	\$10,304	\$10,304

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/08/2021 To 06/27/2021
Board Meeting on 07/12/2021**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	(20,825)	
8600	STATE REVENUES	34,355	
1000	ACADEMIC SALARIES		57,309
2000	CLASSIFIED SALARIES		81,923
3000	EMPLOYEE BENEFITS		24,384
4000	SUPPLIES & MATERIALS		(33,097)
5000	OTHER OPERATING EXP & SERVICES		(1,268,509)
6000	CAPITAL OUTLAY		(329,286)
7000	OTHER OUTGO		1,480,806
Total Increases (Decreases) Fund 12		\$13,530	\$13,530
<u>Fund 33: Child Development Fund</u>			
8100	FEDERAL REVENUES	66,375	
3000	EMPLOYEE BENEFITS		23,307
4000	SUPPLIES & MATERIALS		40,515
5000	OTHER OPERATING EXP & SERVICES		2,553
Total Increases (Decreases) Fund 33		\$66,375	\$66,375
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	14,237,754	
8600	STATE REVENUES	(33,300)	
7000	OTHER OUTGO		14,204,454
Total Increases (Decreases) Fund 74		\$14,204,454	\$14,204,454

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 06/08/2021 To 06/27/2021
Board Meeting on 07/12/2021

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 11: General Fund Unrestricted</u>		
BC35YQ8GTN 06/15/21		
4000 SUPPLIES & MATERIALS		36,000
5000 OTHER OPERATING EXP & SERVICES	34,000	
6000 CAPITAL OUTLAY	2,000	
Total Reference BC35YQ8GTN	\$36,000	\$36,000
Reason: Adjustment		
Description: Purchase of Aruba wireless access points (ITS)		
BCIFOMLZAP 06/15/21		
5000 OTHER OPERATING EXP & SERVICES	90,000	
6000 CAPITAL OUTLAY		90,000
Total Reference BCIFOMLZAP	\$90,000	\$90,000
Reason: Adjustment		
Description: Purchase of Exagrid appliance (ITS)		
<u>Fund 12: General Fund Restricted</u>		
BC4JANC6XV 06/14/21		
4000 SUPPLIES & MATERIALS		66,600
5000 OTHER OPERATING EXP & SERVICES	66,600	
Total Reference BC4JANC6XV	\$66,600	\$66,600
Reason: Special Project Adjustment		
Description: Funding instructional and equipment accounts		
BCGK2C5UTQ 06/10/21		
5000 OTHER OPERATING EXP & SERVICES	403,111	
6000 CAPITAL OUTLAY		51,000
7000 OTHER OUTGO		352,111
Total Reference BCGK2C5UTQ	\$403,111	\$403,111
Reason: Special Project Adjustment		
Description: Adjust budget for HEERF II expenses (SCC)		
BCI8CAV10K 06/21/21		
2000 CLASSIFIED SALARIES	5,548	
3000 EMPLOYEE BENEFITS	1,852	
5000 OTHER OPERATING EXP & SERVICES	40,000	
6000 CAPITAL OUTLAY		47,400
Total Reference BCI8CAV10K	\$47,400	\$47,400
Reason: Special Project Adjustment		
Description: Funds for FMR 19-450, Welding - building K (SAC)		
BCOZRXF5CM 06/14/21		
1000 ACADEMIC SALARIES	7,651	
2000 CLASSIFIED SALARIES		66,313
3000 EMPLOYEE BENEFITS		37,147
5000 OTHER OPERATING EXP & SERVICES	95,809	
Total Reference BCOZRXF5CM	\$103,460	\$103,460
Reason: Special Project Adjustment		
Description: Fund transfer for salaries, BSI 2169 FY20-21		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/08/2021 To 06/27/2021
Board Meeting on 07/12/2021

BUDGET TRANSFERS	From	To
<u>Fund 12: General Fund Restricted</u>		
BCSVRU3XF7 06/14/21		
1000 ACADEMIC SALARIES		115,857
2000 CLASSIFIED SALARIES	57,831	
3000 EMPLOYEE BENEFITS		48,488
4000 SUPPLIES & MATERIALS	10,215	
5000 OTHER OPERATING EXP & SERVICES	91,578	
7000 OTHER OUTGO	4,721	
Total Reference BCSVRU3XF7	\$164,345	\$164,345
Reason: Special Project Adjustment		
Description: Fund transfer for salaries, Equity 2548 FY20-21		
BCVPR093ME 06/14/21		
3000 EMPLOYEE BENEFITS	25,766	
4000 SUPPLIES & MATERIALS	99,786	
5000 OTHER OPERATING EXP & SERVICES		64,600
6000 CAPITAL OUTLAY		60,952
Total Reference BCVPR093ME	\$125,552	\$125,552
Reason: Special Project Adjustment		
Description: Revised budget for 2182 Bio-Manufacturing (SCC)		
<u>Fund 41: Capital Outlay Projects Fund</u>		
B027027 06/14/21		
6000 CAPITAL OUTLAY		120,000
7900 RESERVE FOR CONTINGENCIES	120,000	
Total Reference B027027	\$120,000	\$120,000
Reason: New Budget		
Description: Reconfiguration of existing mailroom (S102) into Campus Safety key storage		
B027028 06/14/21		
6000 CAPITAL OUTLAY		190,000
7900 RESERVE FOR CONTINGENCIES	190,000	
Total Reference B027028	\$190,000	\$190,000
Reason: New Budget		
Description: Phase 3: Demolish B4-B8 portables and site improvement for loading zone		
B027029 06/14/21		
6000 CAPITAL OUTLAY		260,000
7900 RESERVE FOR CONTINGENCIES	260,000	
Total Reference B027029	\$260,000	\$260,000
Reason: New Budget		
Description: Improve existing modular building to provide housing for multiple depts and classroom		
B027030 06/14/21		
6000 CAPITAL OUTLAY		56,000
7900 RESERVE FOR CONTINGENCIES	56,000	
Total Reference B027030	\$56,000	\$56,000
Reason: New Budget		
Description: Removal and replacement of a non-compliant countertop that provides fountain drinks, refrigerated drinks, condiments, and utensils.		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/08/2021 To 06/27/2021
Board Meeting on 07/12/2021

BUDGET TRANSFERS **From** **To**

Fund 41: Capital Outlay Projects Fund

B027031	06/14/21			
6000	CAPITAL OUTLAY			180,000
7900	RESERVE FOR CONTINGENCIES		180,000	
Total Reference B027031			\$180,000	\$180,000

Reason: New Budget
Description: Removal of VL300 portable; restore parking lot 11; install three charging stations

B027032	06/14/21			
6000	CAPITAL OUTLAY			150,000
7900	RESERVE FOR CONTINGENCIES		150,000	
Total Reference B027032			\$150,000	\$150,000

Reason: New Budget
Description: Remove/replace existing asphalt paving to provide a compliant accessible route to soccer fields, accessible seating, and possible addition of new ramp with handrails leading to fields.

Fund 79: Diversified Trust Fund

BCKD6T5MJ3	06/23/21			
4000	SUPPLIES & MATERIALS			10,304
7900	RESERVE FOR CONTINGENCIES		10,304	
Total Reference BCKD6T5MJ3			\$10,304	\$10,304

Reason: Adjustment
Description: Fund transfer to commencement account (SCC)

BUDGET INCREASES AND DECREASES **Revenue** **Appropriation**

Fund 12: General Fund Restricted

B027026	06/10/21			
1000	ACADEMIC SALARIES			16,417
3000	EMPLOYEE BENEFITS			3,296
4000	SUPPLIES & MATERIALS			(119,694)
5000	OTHER OPERATING EXP & SERVICES			(889,539)
6000	CAPITAL OUTLAY			(491,286)
7000	OTHER OUTGO			1,480,806
Total Reference B027026			\$0	\$0

Reason: Special Project Adjustment
Description: Clear negative balance and adjust budget: Funds 12 and 74

BC5SJI1D8L	06/17/21			
8600	STATE REVENUES		621,322	
1000	ACADEMIC SALARIES			13,700
2000	CLASSIFIED SALARIES			80,923
3000	EMPLOYEE BENEFITS			22,042
4000	SUPPLIES & MATERIALS			100,206
5000	OTHER OPERATING EXP & SERVICES			242,451
6000	CAPITAL OUTLAY			162,000
Total Reference BC5SJI1D8L			\$621,322	\$621,322

Reason: Special Project Adjustment
Description: Allocation to SWP regional projects FY20-21 (SAC)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/08/2021 To 06/27/2021
Board Meeting on 07/12/2021

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
BC6S85P2FR 06/16/21		
8600 STATE REVENUES	33,300	
1000 ACADEMIC SALARIES		33,300
Total Reference BC6S85P2FR	\$33,300	\$33,300
Reason: Special Project Adjustment		
Description: Transfer unspent funds from Fund 74 to Fund 12 (2 of 2 transfers)		
BCU5CF8ZX3 06/17/21		
8600 STATE REVENUES	(621,322)	
5000 OTHER OPERATING EXP & SERVICES		(621,322)
Total Reference BCU5CF8ZX3	\$(621,322)	\$(621,322)
Reason: Special Project Adjustment		
Description: SWP regional fund allocation FY20-21 (SAC)		
<u>Fund 33: Child Development Fund</u>		
BCROQHAPLU 06/22/21		
8100 FEDERAL REVENUES	42,136	
4000 SUPPLIES & MATERIALS		40,515
5000 OTHER OPERATING EXP & SERVICES		1,621
Total Reference BCROQHAPLU	\$42,136	\$42,136
Reason: New Budget		
Description: 2021 EHS CRRSA (Emergency Supplemental COVID funding)		
<u>Fund 74: Student Financial Aid Fund</u>		
B027041 06/23/21		
8100 FEDERAL REVENUES	14,244,279	
7000 OTHER OUTGO		14,244,279
Total Reference B027041	\$14,244,279	\$14,244,279
Reason: New Budget		
Description: Set-up new budget for SAC's HEERF III Student Aid Portion		
BCH1E8OTK3 06/16/21		
8600 STATE REVENUES	(33,300)	
7000 OTHER OUTGO		(33,300)
Total Reference BCH1E8OTK3	\$(33,300)	\$(33,300)
Reason: Adjustment		
Description: Transfer unspent funds from Fund 74 to Fund 12 (1 of 2 transfers)		

RECOMMENDATION

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

4.2 (6)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 06/08/2021 To 06/27/2021
Board Meeting on 07/12/2021**

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>
03/31/21	J064575	Loss of Health Service Fee revenue at SAC due to COVID – HEERF II Fund 12 - note: 07-01-2020-03-31-2021	133,460.24
06/10/21	J064746	To close underspent amount in 1241 CDTC to General Fund 11 - unrestricted	0.34

RECOMMENDATION

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

4.2 (7)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: July 12, 2021
Re:	Adoption of Resolution No. 21-13 – Separate Bank and Investment Accounts	
Action:	Request for Adoption	

BACKGROUND

Pursuant to Education Code §84030 and §84040 and in accordance with §58311 of Title 5 of the California Code of Regulations, it is the intent of the Legislature, Board of Governors, and the State Chancellor's Office to encourage sound fiscal management practices among community college districts to facilitate the most efficient and effective use of monies under district control. To that end, the Board of Governors has recognized districts need to maintain authorized bank accounts for certain types of district/college functions and activities. Accordingly, the governing board of any community college district may, for the purpose of expediting business service transactions and in accordance with sound business practices, establish separate bank accounts.

In addition, the governing board of any community college district may establish clearing accounts for the deposit and subsequent withdrawal of any miscellaneous receipts. All monies in any such account shall be paid into the appropriate county treasury within a reasonable time period. Also, pursuant to Education Code §42800, the governing board of a community college district may establish a revolving cash fund account for the payment of services, material purchases, and supplemental salary payments when it has been determined that an error has been made in calculating or reporting employee payrolls.

ANALYSIS

Due to changes in leadership, and in order to adequately safeguard and manage District assets, the District has verified and updated all bank and investment accounts and prepared the attached resolution to establish and maintain these accounts with the most current information as required. The accounts within the attached resolution are the only recognized and authorized District and Foundation accounts. This resolution will be kept on file with the Orange County Auditor-Controller and will be brought to the Board for any updates on a regular basis.

RECOMMENDATION

It is recommended the Board of Trustees adopt Resolution No. 21-13, Separate Bank and Investment Accounts as presented.

Fiscal Impact:	Not applicable	Board Date: July 12, 2021
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

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

Resolution Regarding Separate Bank and Investment Accounts

Resolution No. 21-13

WHEREAS, the Board of Trustees finds there is a need to establish and maintain separate bank, investment, clearing and revolving accounts; and,

WHEREAS, pursuant to the California Community College Budget and Accounting Manual as authorized by Education Code §84030 and §84040 and in accordance with §58311 of Title 5 of the California Code of Regulations, the Board of Trustees is authorized to establish such accounts; and,

WHEREAS, Education Code §42800 requires the governing board to adopt a resolution setting forth the need for a revolving fund and the officers authorized to sign checks from the revolving fund; and,

WHEREAS, the Board of Trustees hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of §16429.1 of the Government Code for the purpose of investment as stated therein is in the best interest of the district.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees authorizes a general revolving cash fund in the amount of \$100,000; and,

BE IT FURTHER RESOLVED that the Board of Trustees authorizes the deposit and withdrawal of monies in the Local Agency Investment Fund in the State Treasury in accordance with provisions of §16429.1 of the Government Code for the purpose of investment as stated therein; and,

BE IT FURTHER RESOLVED that the accounts and custodians/account signers listed are duly authorized and approved.

Rancho Santiago Community College District

Bank Name:	Wells Fargo Bank
Account #:	9600058619
Account Name:	County of Orange - Department of Education_Accounts Payable
Purpose of Account:	This is the OCDE commercial checking account used to issue our Accounts Payable checks under Fiscal Accountability.
Authorized Signatures:	Iris I. Ingram Vice Chancellor

Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
(Disbursing Officer)

- 1 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378
- Account #: 6073204 and 6073026
- Account Name: Rancho Santiago Community College District Depository Clearing
- Type: Business Checking and Interest Sweep Accounts
- Purpose of Account: Serves as depository clearing account for all cash received for the general, capital outlay projects, child development, student fees, self-insurance and retiree benefit fund and other cash receipts. A check is written to the OC Treasurer to transfer funds to the commingle investment fund.
- Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Enrique Perez Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
- Signatures Required: 2 live signatures
- 2 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378
- Account #: 6073212 and 6073034
- Account Name: Rancho Santiago Community College District - Santiago Canyon College Veterans Payment
- Type: Business Checking and Interest Sweep Accounts
- Purpose of Account: This account was set up for the Department of Veteran Affairs (VA) to deposit payments to our school for the Post 9/11 GI Bill Program for our VA students. Title 31 section 3332 of the United States Code requires all federal payments be made by electronic funds transfer (EFT) and there are no exceptions at this point. An individual checking account was set up for each of the colleges and this account will be reconciled by the Accounting department as well as Cashiering.
- Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Enrique Perez Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
- Signatures Required: 1 live signature

3 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073220 and 607342

Account Name: Rancho Santiago Community College District - Santa Ana College
Veterans Payment

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: This account was set up for the Department of Veteran Affairs (VA) to deposit payments to our school for the Post 9/11 GI Bill Program for our VA students. Title 31 section 3332 of the United States Code requires all federal payments be made by electronic funds transfer (EFT) and there are no exceptions at this point. An individual checking account was set up for each of the colleges and this account will be reconciled by the Accounting department as well as Cashiering.

Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Enrique Perez Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 1 live signature

4 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073239 and 6073050

Account Name: Santa Ana College - Bookstore

Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Bookstore Fund Income/Expenses.

Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

5 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073247 and 6073069

Account Name: Santiago Canyon College - Bookstore

Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Bookstore Fund Income/Expenses.
Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President, Administrative Services
Signatures Required: 1 Facsimile and 1 live signature

6 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378
Account #: 6073271 and 6073077
Account Name: Santa Ana College - Student Representation Fee Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: The Student Representation Fee is used by the Associated Student Government (ASG) to represent the view of students with governmental agencies.
Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Vice President, Administrative Services
Signatures Required: 1 live signature

7 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378
Account #: 6073298 and 6073085
Account Name: Santiago Canyon College - Student Representation Fee Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: The Student Representation Fee is used by the Associated Student Government (ASG) to represent the view of students with governmental agencies.
Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President, Administrative Services
Signatures Required: 1 live signature

- 8 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378
- Account #: 6073301 and 6073093
- Account Name: Santa Ana College - Associated Students Fund
- Type: Business Checking and Interest Sweep Accounts
- Purpose of Account: Associated Student Government Fund Income/Expenses.
- Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Vice President, Administrative Services
- Signatures Required: 1 Facsimile and 1 live signature
- 9 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378
- Account #: 6073328 and 6073107
- Account Name: Santiago Canyon College - Associated Students Fund
- Type: Business Checking and Interest Sweep Accounts
- Purpose of Account: Associated Student Government Fund Income/Expenses.
- Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President, Administrative Services
- Signatures Required: 1 Facsimile and 1 live signature
- 10 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378
- Account #: 6073336 and 6073115
- Account Name: Santa Ana College - Community Education Fund
- Type: Business Checking and Interest Sweep Accounts
- Purpose of Account: Community Education Fund Income/Expenses.
- Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Vice President, Administrative Services
- Signatures Required: 1 Facsimile and 1 live signature

11 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073344 and 6073123
Account Name: Santiago Canyon College - Community Education Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Community Education Fund Income/Expenses.
Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

12 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073352 and 6073131
Account Name: Santa Ana College - Diversified Agency Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Serves as a depository for clubs, organizations, and affiliates where the district acts as the fiscal agent for the organizations. The fund includes pass-through activities in which the district collects fees and makes payments on behalf of the students and the organizations.

Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

13 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073360 and 6073158
Account Name: Santiago Canyon College - Diversified Agency Fund
Type: Business Checking and Interest Sweep Accounts

Purpose of Account: Serves as a depository for clubs, organizations, and affiliates where the district acts as the fiscal agent for the organizations. The fund includes pass-through activities in which the district collects fees and makes payments on behalf of the students and the organizations.

Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

14 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073379 and 6073166
Account Name: Santa Ana College - Diversified Trust Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Serves as a depository for Auxiliary sales and commission revenues; entertainment ticket sales, bus pass sales and funding for athletic teams, college and district programs.

Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Simon B. Hoffman Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

15 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073387 and 6073174
Account Name: Santiago Canyon College - Diversified Trust Fund
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Serves as a depository for Auxiliary sales and commission revenues; entertainment ticket sales, bus pass sales and funding for athletic teams, college and district programs.

Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
Arleen Satele Vice President, Administrative Services

Signatures Required: 1 Facsimile and 1 live signature

16 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 6073395 and 6073182
Account Name: Rancho Santiago Community College District Federal Programs
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: Serves as depository for all electronic fund transfers for all federal programs.

Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Enrique Perez Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 2 live signatures

17 Bank Name/Address: **Farmers & Merchants Bank**
5101 Lakewood Blvd.
Lakewood, CA 90712
(562) 602-8378

Account #: 607349 and 6073190
Account Name: Rancho Santiago Community College District Revolving Funds
Type: Business Checking and Interest Sweep Accounts
Purpose of Account: A special \$100,000 fund established to meet the district's emergency cash needs for payroll and other purposes. Replenishment of fund is usually done once a month.

Authorized Signatures: Marvin Martinez Chancellor
Iris I. Ingram Vice Chancellor
Enrique Perez Vice Chancellor
Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services

Signatures Required: 1 live signature

18 Bank Name/Address: **Wells Fargo Bank**
16550 Bloomfield Ave.
Cerritos, CA 90703
(800) 289-3557

Account #: 4123-586257
Account Name: Rancho Santiago Community College District Alliance of Schools for Cooperative Insurance Program
Type: Business Checking Account

Purpose of Account: Property and Liability Fund \$25,000 imprest account maintained on our behalf by ASCIP, and used to pay claims.

Authorized Signatures: Fritz Heirich Chief Executive Officer
Lynn Truong Senior Director of Finance
Jeff Grubbs Chief Operations/Financial Officer

Signatures Required: 1 live signature

19 Bank Name/Address: **Wells Fargo Bank**
16550 Bloomfield Ave.
Cerritos, CA 90703
(503) 886-3341

Account #: 4126026483

Account Name: Rancho Santiago Community College District – CorVel Corp as Agent

Type: Wholesale Checking Account

Purpose of Account: Workers’ Compensation Fund \$10,000 imprest account maintained on our behalf by Corvel Corporation, and used to pay claims.

Authorized Signatures: Brandon O'Brien Chief Financial Officer

Signatures Required: 1 live signature

20 Bank Name/Address: **Wells Fargo Bank**
190 River Road
Summit, NJ 07901
(908) 598-3599

Account #: 4275528156

Account Name: Rancho Santiago Community College District – York Risk Services/ASCIP as Agent

Type: Wholesale Checking Account

Purpose of Account: Workers’ Compensation Fund \$50,000 imprest account maintained on our behalf by York Risk Services/ASCIP, and used to pay claims.

Authorized Signatures: Thomas Warsop Debi Harrington
Saswata Mukherjee Angela Brock
Elizabeth Ecsy

Signatures Required: 1 live signature

21 Bank Name/Address: **Union Bank**
1980 Saturn Street
Monterey Park, CA 91755
(844) 888-8361

Account #: 0021220587

Account Name: Rancho Santiago Community College District

Type: Business Checking Account
 Purpose of Account: Property and Liability Claims Administration administered by Keenan and Associates.
 Authorized Signatures: David Seres Sulemon Mooloo
 Connie Koeller Brent Hall
 Arlene LaCoste Jeannette Colon
 Keith Pippard Tara Schilling
 Signatures Required: 1 facsimile under \$5,000, 2 live signatures over \$5,000

22 Investment Name **Local Agency Investment Fund**
 State of California
 State Treasurer's Office
 Investment Name PO Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001
 Account #: 75-30-010
 Account Name: Rancho Santiago Community College District
 Type: Investment Fund
 Purpose of Account: Retiree Benefit fund (partial) and short term investment pool.
 Authorized Signatures: Iris I. Ingram Vice Chancellor
 Adam M. O'Connor Asst. Vice Chancellor, Fiscal Services
 Signatures Required: 2 (typically phone in and must provide password)

District Foundation Accounts

23 Bank Name/Address: **Farmers & Merchants Bank**
 5101 Lakewood Blvd.
 Lakewood, CA 90712
 (562) 602-8378
 Account #: 6073905
 Account Name: Rancho Santiago Community College District Foundation
 Type: Business Checking
 Purpose of Account: This serves as a depository for all donations received by the District Foundation for fundraising events, programs and grants as well as upcoming investments or sale of investments. Disbursements of expenditures are made for operating expenses and distribution of proceeds of the fundraising events to affiliated Foundations.
 Authorized Signatures: Marvin Martinez Chancellor
 Enrique Perez Vice Chancellor

	Iris I. Ingram	Vice Chancellor
	Adam M. O'Connor	Asst. Vice Chancellor, Fiscal Services
Signatures Required:	2 live signatures	

Santa Ana College Foundation Accounts

24 Bank Name/Address: **Citizens Business Bank**
 2000 E. 4th Street, Suite 100
 Santa Ana, CA 92706
 (714) 967-7222

Account #: 30424670
 Account Name: Santa Ana College Foundation
 Type: Checking Account
 Purpose of Account: Serves as a depository account for all donor contributions and for disbursements for the expenses incurred. Any amount above \$200,000 in any given month gets transferred to interest account # 7006.

Authorized Signatures: Christina Romero Foundation Director
 Simon B. Hoffman Vice President, Administrative Services
 Vaniethia Hubbard Vice President, Student Services
 Jeffrey Lamb Vice President, Academic Affairs

Signatures Required: 2 live signatures

25 Bank Name/Address: **Citizens Business Bank**
 2000 E. 4th Street, Suite 100
 Santa Ana, CA 92706
 (714) 967-7222

Account #: 7006
 Account Name: Santa Ana College Foundation
 Type: Interest Account/Sweep Account
 Purpose of Account: Excess funds of \$200,000 in checking account #030424670 get transferred to this account for interest purposes.

Authorized Signatures: Christina Romero Foundation Director
 Simon B. Hoffman Vice President, Administrative Services
 Vaniethia Hubbard Vice President, Student Services
 Jeffrey Lamb Vice President, Academic Affairs

Signatures Required: Phone call and password

- 26 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
- Manager: Scott Weiner/Erica Levy
- Account #: 3417-0467
- Account Name: Santa Ana College Foundation/Title V
- Type: Investment Account
- Purpose of Account: Long Term investment account that holds Title V Endowment Funds. Investment firm follows Foundation Investment Policy.
- Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director
- Signatures Required: Phone call and password
- 27 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
- Manager: Scott Weiner/Erica Levy
- Account #: 4761-8718
- Account Name: Santa Ana College Foundation/Restricted
- Type: Investment Account
- Purpose of Account: Long Term investment account that holds Planetarium, Athletic Hall of Fame & Comi Roger Funds. Investment firm follows Foundation Investment Policy.
- Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director
- Signatures Required: Phone call and password
- 28 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
- Manager: Scott Weiner/Erica Levy
- Account #: 7095-5099
- Account Name: Santa Ana College Foundation/General Scholarship
- Type: Investment Account

Purpose of Account: Long Term investment account that holds invested and endowed scholarship funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

29 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Scott Weiner/Erica Levy

Account #: 4855-5996

Account Name: Santa Ana College Foundation/Unrestricted

Type: Investment Account

Purpose of Account: Long Term investment account that holds unrestricted funds inclusive of but not limited to funds raised via President's Circle and Pageant of the Trees. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

30 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900

Manager: Scott Weiner/Erica Levy

Account #: 5725-8530

Account Name: Santa Ana College Foundation/Centennial Scholarship Endowment

Type: Investment Account

Purpose of Account: Long Term investment account that holds all endowed scholarship funds established along with the Centennial Scholarship Campaign. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

- 31 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
- Manager: Scott Weiner/Erica Levy
- Account #: 3707-5476
- Account Name: Santa Ana College Foundation/Unrestricted Special Projects
- Type: Investment Account
- Purpose of Account: Long Term investment account that holds unrestricted funds received from the maturing of the RSCCD endowment. These funds are to be used for capacity building/growth. Investment firm follows Foundation Investment Policy.
- Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director
- Signatures Required: Phone call and password
- 32 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
- Manager: Scott Weiner/Erica Levy
- Account #: 7770-5757
- Account Name: Santa Ana College Foundation/Early College Endowment Funds
- Type: Investment Account
- Purpose of Account: Long Term investment account that holds Early College Endowment Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.
- Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director
- Signatures Required: Phone call and password
- 33 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
- Manager: Scott Weiner/Erica Levy
- Account #: 4101-6112

Account Name: Santa Ana College Foundation/Parent Education Program
Type: Investment Account
Purpose of Account: Long Term investment account that holds Parent Education Endowment Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

34 Bank Name/Address: **Payden & Rygel**
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
Manager: Scott Weiner/Erica Levy
Account #: 5871-0867
Account Name: Santa Ana College Foundation/Innovation Awards Scholarship Fund
Type: Investment Account
Purpose of Account: Long Term investment account that holds Innovation Awards Scholarship Funds received from the State Award for Innovation grant. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

35 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000
Account #: 66102-01
Account Name: Santa Ana College Foundation
Type: Savings/Regular Share Account
Purpose of Account: Deposited \$5.00 into this account when the checking account was opened. It is the credit union requirement to have this account open at all times.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Jeffrey Lamb Vice President, Academic Affairs

Signatures Required: Christina Romero Foundation Director
Phone call and password

36 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-06

Account Name: Santa Ana College Foundation

Type: Liquid Advantage Money Market

Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Jeffrey Lamb Vice President, Academic Affairs
Christina Romero Foundation Director

Signatures Required: Phone call and password

37 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-75

Account Name: Santa Ana College Foundation

Type: Investment Checking

Purpose of Account: Serves as a secondary depository account for donor contributions and disbursements. The primary checking account is held with Citizens Business Bank.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Jeffrey Lamb Vice President, Academic Affairs
Christina Romero Foundation Director

Signatures Required: 2 live signatures

38 Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-01

Account Name: Santa Ana College Foundation

Type: Regular Savings Share

Purpose of Account: Deposited \$1.00 to this account when the cd account was opened. It is the credit union requirement to have this account open at all times.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

39 Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-41

Account Name: Santa Ana College Foundation

Type: 24 Month CD (maturity date: 9/9/2022)

Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

40 Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-42

Account Name: Santa Ana College Foundation

Type: 12 Month CD (maturity date: 11/29/2021)

Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

41 Bank Name/Address: **Union Bank**
500 South Main Street
Orange, CA 92868
(714) 565-5500

Account #: 0083662577

Account Name: Santa Ana College Foundation

Type: Money Market

Purpose of Account: To hold funds for short-term investment.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: Phone call and password

42 Bank Name/Address: **Union Bank**
500 South Main Street
Orange, CA 92868
(714) 565-5500

Account #: 0053049870

Account Name: Santa Ana College Foundation

Type: Business Checking

Purpose of Account: Serves as secondary depository account for donor contributions and disbursements.

Authorized Signatures: Simon B. Hoffman Vice President, Administrative Services
Vaniethia Hubbard Vice President, Student Services
Christina Romero Foundation Director

Signatures Required: 2 live signatures

Santiago Canyon College Foundation Accounts

43 Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 285452

Account Name: Santiago Canyon College Foundation

Type: Checking, Savings and Money Market

Purpose of Account: Serves as a depository account for donor contributions to temporary restricted programs (Scholarships) and unrestricted programs; also disbursements for Scholarship payments to students and other Foundation operational expenditures are handled through this account. (Funds from any account in SFFCU get transferred to this account before a check is issued).

Authorized Signatures: Pamela Ralston President
Arleen Satele Vice President, Administrative Services
Jose Vargas Interim Vice President, Student Services
Ruth Cossio-Muniz Interim Executive Director, College
Sheena Tran Assistant Dean Financial Aid,

Signatures Required: Phone call and password

- 44 Bank Name/Address: **Charles Schwab & Co.**
c/o Payden & Rygel
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
- Account #: 5475-7641
Account Name: Santiago Canyon College Foundation – Unrestricted Operating
Type: Investment Account
Purpose of Account: Long Term Investment account that holds unrestricted funds.
Authorized Signatures: Pamela Ralston President
Jose Vargas Interim Vice President, Student Services
Ruth Cossio-Muniz Interim Executive Director, College
Tristan DeMers Foundation Treasurer
- Signatures Required: Phone call and password
- 45 Bank Name/Address: **Charles Schwab & Co.**
c/o Payden & Rygel
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
- Account #: 8908-3312
Account Name: Santiago Canyon College Foundation Short Term Unrestr. Pool
Type: Investment Account
Purpose of Account: Liquid funds for short-term needs.
Authorized Signatures: Pamela Ralston President
Jose Vargas Interim Vice President, Student Services
Ruth Cossio-Muniz Interim Executive Director, College
Larry Cohn Foundation President
Tristan DeMers Foundation Treasurer
- Signatures Required: Phone call and password
- 46 Bank Name/Address: **Charles Schwab & Co.**
c/o Payden & Rygel
333 South Grand Ave
Los Angeles, CA 90071
(213) 625-1900
- Account #: 5526-9841
Account Name: Santiago Canyon College Foundation Pooled Scholarships
Type: Investment Account
Purpose of Account: Long Term Investment account that holds Invested Restricted
Scholarship funds.

Authorized Signatures:	Pamela Ralston	President
	Jose Vargas	Interim Vice President, Student Services
	Ruth Cossio-Muniz	Interim Executive Director, College
	Tristan DeMers	Foundation Treasurer
Signatures Required:	Phone call and password	

-----end of listing-----

ADOPTED, SIGNED AND APPROVED this 12th day of July, 2021.

President of the Board of Trustees of
Rancho Santiago Community College District

I, David Crockett, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 12th day of July, 2021, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Board of Trustees of
Rancho Santiago Community College District

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date:	July 12, 2021
Re:	Approval of Change Order #1 for Southern Counties Quality Masonry, Inc. for Bid #1394 Welding Concrete Masonry Unit Wall Extension at Santa Ana College		
Action:	Request for Approval		

BACKGROUND

On February 22, 2021, the Board of Trustees ratified a contract with Southern Counties Quality Masonry, Inc. for Bid #1394 Welding Concrete Masonry Unit (CMU) Wall Extension project at Santa Ana College. The project was completed on May 26, 2021. This project was an extension to the CMU wall just east of the exterior welding yard area adjacent Building J, to increase the height by two feet to mitigate arc flashing from the exterior welding stations during class activities. Per Board Policy and Administrative Regulation 6601 Facility Modification and New Construction, Santa Ana College requested and desires to add new exterior lighting and 120-volt electrical outlets for class equipment, power tools, etc. and the CMU wall will now accommodate the expansion for a new 120 volt run along the wall. The increase of the wall height is the first phase of work which will allow the exterior welding stations to move further away from the building closer to the wall, as the current stations are too close to the existing building and have insufficient walking space around the stations which is a trip hazard to students. In the future, additional lighting will also be added to the CMU wall to facilitate further exterior instructional use in areas that have insufficient lighting at this time and to provide a safer working environment for the evening classes.

ANALYSIS

Change Order #1 decreases the contract amount by \$20,000.00, which is a credit back to the District for an unused allowance related to unforeseen conditions regarding the existing CMU block type/ color match encountered. The contract amount has been decreased from \$183,700.00 to \$163,700.00.

The District has reviewed this change order. Pursuant to Board Policy and Administrative Regulation 6600, staff has approved this change order. If approved, a Notice of Completion is on the same agenda for approval to close out the contract as the project is complete.

RECOMMENDATION

It is recommended the Board of Trustees approve Change Order #1 for Southern Counties Quality Masonry, Inc. for Bid #1394 Welding Concrete Masonry Unit Wall Extension at Santa Ana College as presented.

Fiscal Impact:	\$20,000.00 Credit	Board Date:	July 12, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services		
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services		
Recommended by:	Marvin Martinez, Chancellor		



Facility Planning, District Construction & Support Services
 2323 North Broadway, Rm 112
 Santa Ana, CA 92706

Board Date: July 12, 2021
Project/Bid No. 3070.15/1394
Site: Santa Ana College
Change Order (CO) No. : 1

Project Name: Welding CMU Wall Extension
Contractor: Southern Counties Quality Masonry, Inc.
Contract No.: PO 21-P0063399

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
02/22/21	93	05/26/21	0	0	5/26/2021

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$183,700.00	
Previous Change Orders	0	\$0.00	0.0%
This Change Order	1	(\$20,000.00)	-10.9%
Total Change Order (s)		(\$20,000.00)	-10.9%
Revised Contract Amount		\$163,700.00	

Items in Change Order						
Item No.	Description	Reason	Ext. Day	Credit	Add	Net
1	Deductive change order for unused District allowance. The change order will result in a credit to the contract amount. The District allowance was for unforeseen conditions related to the existing CMU block type/color match. No unforeseen issues were encountered.	5	0	(\$20,000.00)	\$0.00	(\$20,000.00)
Subtotal				(\$20,000.00)	\$0.00	(\$20,000.00)
Grand Total						(\$20,000.00)

- 1 - CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date:	July 12, 2021
Re:	Accept the Completion of Bid #1394 Welding Concrete Masonry Unit Wall Extension at Santa Ana College and Approve Recording a Notice of Completion		
Action:	Request for Acceptance and Approval		

BACKGROUND

On February 22, 2021, the Board of Trustees ratified a contract with Southern Counties Quality Masonry, Inc. for Bid #1394 Welding Concrete Masonry Unit (CMU) Wall Extension at Santa Ana College. The project was completed on May 26, 2021. This project was an extension to the CMU wall just east of the exterior welding yard area adjacent Building J, to increase the height by two feet to mitigate arc flashing from the exterior welding stations during class activities. Per Board Policy and Administrative Regulation 6601 Facility Modification and New Construction, Santa Ana College requested and desires to add new exterior lighting and 120-volt electrical outlets for class equipment, power tools, etc. and the CMU wall will now accommodate the expansion for a new 120 volt run along the wall. The increase of the wall height is the first phase of work which will allow the exterior welding stations to move further away from the building closer to the wall, as the current stations are too close to the existing building and have insufficient walking space around the stations which is a trip hazard to students. In the future, additional lighting will also be added to the CMU wall to facilitate further exterior instructional use in areas that have insufficient lighting at this time and to provide a safer working environment for the evening classes.

ANALYSIS

The District, upon approval by the Board of Trustees, will record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$163,700.00.

This project was funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees accept the Completion of Bid #1394 Welding Concrete Masonry Unit Wall Extension at Santa Ana College and Approve Recording a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date:	July 12, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services		
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services		
Recommended by:	Marvin Martinez, Chancellor		



Facility Planning, District Construction & Support Services
 2323 North Broadway, Rm 112
 Santa Ana, CA 92706

Board NOC Date: July 12, 2021
 Project/Bid No. 3070.15/1394
 Site: Santa Ana College

Project Name: Welding CMU Wall Extension
 Contractor: Southern Counties Quality Masonry, Inc.
 Contract No.: 21.1394

Contract Schedule Summary				
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Additional Days Granted	Final Contract Completion Date
02/22/21	93	05/26/21	0	5/26/2021

Contract Amount Summary			
Description	Total CO	Amount	% of Contract
Original Contract Amount		\$183,700.00	
Total Change Orders	1	(\$20,000.00)	-10.89%
Revised Contract Amount		\$163,700.00	

RECORDING REQUESTED BY:
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

AND WHEN RECORDED MAIL TO:

Carri Matsumoto
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

NO FEES CHARGED PER GOVERNMENT CODE §27383

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located 1530 West 17th Street, Santa Ana, caused improvements to be made to the property to with: Bid #1394 for Welding Concrete Masonry Unit Wall Extension at Santa Ana College, the contract for the doing of which was heretofore entered into on the 15th day of January, 2021, which contract was made with Southern Counties Quality Masonry, Inc., PO21-P0063399 as contractor; that said improvements were completed on the 26th day of May, 2021 and accepted by formal action of the governing Board of said District on the 12th day of July, 2021; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is The Ohio Casualty Insurance Company.

I, the undersigned, say: I am the Vice Chancellor - Business Services of the Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2021 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by _____
Iris I. Ingram, Vice Chancellor
Rancho Santiago Community College District

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 20_____, by _____, proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Change Order #1 for Golden Gate Steel, Inc. dba Golden Gate Construction for Bid #1389 Barrier Removal East Broadmoor Trail Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On November 9, 2020, the Board of Trustees awarded a contract with Golden Gate Steel, Inc. dba Golden Gate Construction for Bid #1389 Barrier Removal East Broadmoor Trail Project at Santiago Canyon College. The project was completed on May 20, 2021. This barrier removal project is one of several large projects to address the Blaser settlement deficiency items and deadlines. The East Broadmoor Trail entrance intersects Newport Boulevard and is one of the earliest built vehicular entries into the campus. The condition of the existing asphalt was deteriorating and nearing the end of its useful life. The project included the replacement of the existing asphalt subgrade and surface along the fire access roadway. Broadmoor Trail also includes four crosswalk locations located at Newport Boulevard entrance, two at the Loop Road intersection, and from Parking Lot 1 to Building A. The four crosswalks required improvements to remove accessibility barriers. The existing asphalt crosswalks have been replaced with concrete crosswalks and Americans with Disabilities Act compliant ramps. The project also included re-stripping of all pavement markings and fire-lane markings.

ANALYSIS

Change Order #1 decreases the contract amount by \$9,266.20, which is a credit back to the District for an unused allowance related to unforeseen conditions, additional hardscape concrete required to repair a compliant path of travel, landscaping, irrigation repairs, and rerouting or repairing utilities during demolition. The contract amount has been decreased from \$695,250.00 to \$685,983.80.

The District has reviewed this change order. Pursuant to Board Policy and Administrative Regulation 6600, staff has approved this change order. If approved, a Notice of Completion is on the same agenda for approval to close out the contract as the project is complete.

RECOMMENDATION

It is recommended the Board of Trustees approve Change Order #1 for Golden Gate Steel, Inc. dba Golden Gate Construction for Bid #1389 Barrier Removal East Broadmoor Trail Project at Santiago Canyon College as presented.

Fiscal Impact:	\$9,266.20 Credit	Board Date: July 12, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	



Board Date: July 12, 2021
 Project/Bid No. 2740/1389
 Site: Santiago Canyon College
 Change Order (CO) No. : 1

Project Name: 2740 BR East Broadmoor Trail
 Contractor: Golden Gate Steel, Inc. DBA Golden Gate Construction
 Contract No.: PO21-P0063030

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
12/11/20	160	05/20/21	0	0	5/20/2021

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$695,250.00	
Previous Change Orders	0	\$0.00	0.0%
This Change Order	0	(\$9,266.20)	-1.3%
Total Change Order (s)		(\$9,266.20)	-1.3%
Revised Contract Amount		\$685,983.80	

Items in Change Order						
Item No.	Description	Reason	Ext. Day	Credit	Add	Net
1	Deductive change order for unused District allowance. Change Order #1 decreases the contract amount by \$9,266.20, which is a credit back to the District for an unused allowance related to unforeseen conditions, additional hardscape/concrete required to repair a compliant path of travel, landscaping, irrigation repairs, and rerouting/repairing utilities during demolition.	5	0	(\$9,266.20)	\$0.00	(\$9,266.20)
Subtotal				(\$9,266.20)	\$0.00	(\$9,266.20)
Grand Total						(\$9,266.20)

- 1 - CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: July 12, 2021
Re:	Accept the Completion of Bid #1389 Barrier Removal East Broadmoor Trail Project at Santiago Canyon College and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND

On November 9, 2020, the Board of Trustees awarded a contract with Golden Gate Steel, Inc. dba Golden Gate Construction for Bid #1389 Barrier Removal East Broadmoor Trail Project at Santiago Canyon College. The project was completed on May 20, 2021. This barrier removal project is one of several large projects to address the Blaser settlement deficiency items and deadlines. The East Broadmoor Trail entrance intersects Newport Boulevard and is one of the earliest built vehicular entries into the campus. The condition of the existing asphalt was deteriorating and nearing the end of its useful life. The project included the replacement of the existing asphalt subgrade and surface along the fire access roadway. Broadmoor Trail also includes four crosswalk locations located at Newport Boulevard entrance, two at the Loop Road intersection, and from Parking Lot 1 to Building A. The four crosswalks required improvements to remove accessibility barriers. The existing asphalt crosswalks have been replaced with concrete crosswalks and Americans with Disabilities Act compliant ramps. The project also included re-striping of all pavement markings and fire-lane markings.

ANALYSIS

The District, upon approval by the Board of Trustees, will record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$685,983.80 for the labor and installation.

This project was funded by Capital Outlay Funds and Scheduled Maintenance Funds.

RECOMMENDATION

It is recommended the Board of Trustees accept the Completion of Bid #1389 Barrier Removal East Broadmoor Trail Project at Santiago Canyon College and Approve Recording a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: July 12, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	



Facility Planning, District Construction & Support Services
 2323 North Broadway, Rm 112
 Santa Ana, CA 92706

Board NOC Date: July 12, 2021

Project Name: 2740 BR East Broadmoor Trail

Project/Bid No. 2740/1389

Contractor: Golden Gate Steel, Inc. DBA Golden Gate Construction

Site: Santiago Canyon College

Contract No.: PO21-P0063030

Contract Schedule Summary				
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Additional Days Granted	Final Contract Completion Date
12/11/2020	160	5/20/2021	0	5/20/2021

Contract Amount Summary			
Description	Total CO	Amount	% of Contract
Original Contract Amount		\$695,250.00	
Total Change Orders	1	(\$9,266.20)	-1.33%
Revised Contract Amount		\$685,983.80	

RECORDING REQUESTED BY:
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

AND WHEN RECORDED MAIL TO:

Carri Matsumoto
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706-1640

THIS SPACE FOR RECORDER'S USE ONLY

NO FEES CHARGED PER GOVERNMENT CODE §27383

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located 8045 E Chapman Ave, Orange, caused improvements to be made to the property to with: Bid #1389 for Barrier Removal East Broadmoor Trail Project at Santiago Canyon College, the contract for the doing of which was heretofore entered into on the 10th day of November, 2020, which contract was made with Golden Gate Steel, Inc. dba Golden Gate Construction, PO21-P0063030 as contractor; that said improvements were completed on the 20th day of May, 2021 and accepted by formal action of the governing Board of said District on the 12th day of July, 2021; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is American Contractors Indemnity Company.

I, the undersigned, say: I am the Vice Chancellor - Business Services of the Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2021 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by _____
Iris I. Ingram, Vice Chancellor
Rancho Santiago Community College District

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ 20_____, by _____, proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: July 12, 2021
Re:	Ratification of Award of Bid #1406 Safety and Security Building Access Control Upgrades at Santiago Canyon College	
Action:	Request for Ratification	

BACKGROUND

This is a ratification for the award of Bid #1406 for the Safety and Security Building Access Control Upgrades at Santiago Canyon College.

The new Safety and Security building at Santiago Canyon College requires an electronic access control system to manage access into the building, monitor building perimeter entry doors, allow automatic lockdown, secure the lobby and main building with a buzzer, and secure the new lock shop office. When the new building was designed, it had not included the access control system as the District had not yet decided on the access control features and platform that were needed as new District standards were in development. Additional infrastructure is needed and includes control panels, power supplies, and card readers to complete the electronic access control system. The project also includes installation of a dedicated card badging station with a card printer, camera, and a dedicated electronic access control computer tied to the district-wide system. Each campus is required to have a dedicated badging station to print card reader badges for distribution to staff and faculty on the campus.

The project will also serve as a mini-pilot project to test pilot Administrative Regulation 3501 Pilot Key and Electronic Access Control Procures. Piloting the access control system at a smaller scale within the Safety and Security Building will help with the planning process before a more comprehensive plan is developed and deployed at the future pilot buildings (Building D and Humanities), which is currently in the design phases. The test pilot will serve to work out deployment challenges and operational issues with the new Key and Electronic Access Control procedures. During the pilot activities, the staff will have the ability to pilot the credential approval process, badging, card issuance, employee workgroup set up, door group set up, and employee database integration.

ANALYSIS

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1406 for the Safety and Security Building Access Control Upgrades at Santiago Canyon College was advertised on the District's website, and a notice inviting bids was sent to 79 contractors from the District's qualified contractors list on April 16, 2021.

A mandatory job walk was conducted on April 22, 2021, and there were six attendees. Bids were opened on May 13, 2021, as noted on the attached bid summary. The District received two bids for the project. ADT Commercial (Orange) submitted the lowest responsive bid in the amount of \$50,000. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements.

The Interim Vice Chancellor of Business Operations/Fiscal Services, Adam M. O'Connor, authorized the award of the contract under the authority of CUPCAA to ADT Commercial with the anticipated start date of June 28, 2021. The estimated construction duration is 90 calendar days.

The project is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees ratify the award of Bid #1406 Safety and Security Building Access Control Upgrades at Santiago Canyon College as presented.

Fiscal Impact:	\$50,000	Board Date: July 12, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	



Facility Planning, District Construction and Support Services
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640

BID SUMMARY

BID #1406

PROJECT: Safety & Security Access Control Upgrades at Santiago Canyon College

TIME: 2:00 P.M.

DATE: May 13, 2021

BIDDERS

TOTAL BASE BID AMOUNT

ADT Commercial
210 West Baywood Avenue
Anaheim, CA 92865

\$50,000*
*per written value

Convergint Technologies LLC
1667 North Batavia Street
Orange, CA 92867

\$82,847

2 TOTAL BIDDERS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS SERVICES

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Agreement with Cumming Management Group, Inc. for Cost Estimating Consulting Services for Access Control Pilot Projects at Santa Ana College, Santiago Canyon College, and Digital Media Center	
Action:	Request for Approval	

BACKGROUND

This is a new agreement for cost estimating consulting services for the Access Control Pilot Projects at Building D (Santa Ana College), Building D and H (Santiago Canyon College), and Digital Media Center.

In 2018, the District completed an assessment of all doors district-wide in an effort to develop a long-term plan to transition to an electronic access control system (electronic key card access for entry into buildings), which also included developing a new key lock standard and key distribution procedure. Due to long standing legacy issues related to key control, problems with multiple key manufacture types across multiple buildings, and a lack of a standardized key distribution procedure district-wide, the District spent several years planning, creating a new mechanical (a hard key) key system (Medeco), and developing Administrative Regulation (AR) 3501 Pilot Key and Electronic Access Control Procedure in collaboration with consultants, Campus Safety and Security, and a district-wide workgroup. In March 2020, the District approved AR 3501 procedures and has undertaken test pilots at the District Office, new Science Center and Johnson Student Center buildings at Santa Ana College.

The buildings selected in this next phase of test pilot projects are based on varying conditions and types. The pilot objectives are to assess the complexities of installing an electronic access control system in older and newer buildings with varying conditions in an effort to resolve technical and operational concerns. Once the upgrades and overall procedures and system is successfully piloted, the District will be able to develop and deploy the new electronic access control system on a larger scale when funding is available.

The project is currently in the schematic design phase and the architect is preparing estimates of probable construction costs. In order to validate and reconcile probable costs of construction, the District is in need of an independent third-party cost estimate from a qualified consultant with experience in the area of estimating similar projects. This independent third-party estimate will assist the District to properly evaluate the probable construction costs and validate estimates received from the architect as the project progresses through the various phases of design.

The services included in this agreement include a cost estimate at the design development phase, construction document phase, and an estimate reconciliation between the architect's estimate and the district's estimate.

ANALYSIS

A Request for Qualifications/Request for Proposal (RFQ/RFP) #2021-297 for Cost Estimating Consulting services for Access Control Pilot Projects at Santa Ana College, Santiago Canyon College, and Digital Media Center was solicited on March 1, 2021 to interested consultants, current prequalified consultants, advertised on the District’s website and on the Coalition for Community Colleges Foundation (CCFC) website. The District received six proposals including Cumming Management Group, Inc. (Aliso Viejo); Gustav Keoni DBA Precision Estimating Services (San Luis Obispo); HL Construction Management (Orange); KPJ Consulting (Los Angeles); OCMI, Inc. (Irvine); and Sierra West Consulting Group, Inc. (Sacramento). A screening panel of five members convened on April 28, 2021 to review the proposals and interviewed all firms on May 19 and May 21, 2021. The selection panel unanimously recommends Cumming Management Group, Inc. based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, and fee. It is recommended that the District enter into an agreement with Cumming Management Group, Inc. for cost estimating consulting services for Access Control Pilot Projects at Santa Ana College, Santiago Canyon College, and Digital Media Center. Please [click here](#) to see the agreement.

The services covered by this agreement shall commence July 13, 2021 and end December 31, 2022. The contract is a not to exceed fee of \$43,000. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Cumming Management Group, Inc. for Cost Estimating Consulting Services for Access Control Pilot Projects at Santa Ana College, Santiago Canyon College, and Digital Media Center as presented.

Fiscal Impact:	\$43,000	Board Date: July 12, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 7/12/2021

Project: Access Control Pilot

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

Consultants: **Cumming Management Group, Inc**

Type of Service: Cost Estimating Consulting Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$43,000.00		7/13/2021	12/31/2022
Total Agreement Amount	\$43,000.00			

AGREEMENT NO: 0421/ DESCRIPTION:

This agreement #04210 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$43,000.00**

Contract End Date: **12/31/2022**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS SERVICES

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Five-Year Construction Plan (2023-2027) and Initial Project Proposals (IPPs) for Santa Ana College	
Action:	Request for Approval	

BACKGROUND

Education Code Sections 81820-81823 require the governing board of each community college district to annually prepare and submit to the Facilities Planning Unit (FPU) of the State Chancellor’s Office a Five-Year Construction Plan. California Code of Regulations, Title 5, Section 57014 requires districts to receive approval from the FPU of their Five-Year Construction Plan prior to receiving State funding for projects. All potential projects (in excess of \$400,000) are to be included in the Five-Year Construction Plan, regardless of funding source (i.e. State funding, special grants, District resources, local bonds, etc.). Districts are also required to complete District and campus master plans before preparing their Five-Year Plan.

The District’s Five-Year Construction Plan must be submitted to the FPU by July 30, 2021. The capital plan is an annual summary of current and proposed capital outlay projects. The plan outlines for the State Chancellor’s Office District capital project priorities and enables their office to make informed decisions and recommendations regarding priority projects for State funding. The projects outlined in the Five-Year Construction Plan are consistent with the Colleges’ facility master plans and include proposed projects that could be eligible for State funding, which allows the District to be prepared to compete in the State funding process should funds become available in the future for qualified projects.

To see the entire Five-Year Construction Plan, please [click here](#).

ANALYSIS

The Five-Year Construction Plan includes instructional delivery locations, a list of initial project proposals (IPPs) that the District is seeking applications for State funding as well as a description of identified locally funded projects that include current or future projects.

See attached summary list identifying the projects outlined in the Five-Year Construction Plan.

The District participated in several meetings with the President’s Cabinet and respective Facilities Committees at both colleges. In 2021, the District kicked-off planning activities with the objective of undertaking a minor update to both Colleges’ Facility Master Plans. This planning work and its activities are still underway and will continue through the Fall Semester of 2021 working with the Campus Committees and Work Groups. Therefore, as a reminder, the list

provided herein as part of the Five-Year Construction Plan, is for the purposes of meeting the State's annual requirement and is not intended to be an exhaustive list of every project discussed or contemplated in the Colleges' Facility Master Plans. Each year, this list is reviewed, updated with current project descriptions, verified/updated against the existing State's space inventory, in order to address all of the State Chancellor's Office planning requirements.

The District is resubmitting initial project proposals (IPPs) to be considered for State funding in its Five-Year Construction Plan 2023-2024, which is one of the first steps in the State process to become eligible for State facility project funding. The IPPs submitted are competing with all other community college submitted IPPs for funding in the 2024-2025 fiscal year. In the future, the District must decide on whether or not to convert any of the IPPs to Final Project Proposals (FPPs) for State review and approval. If the IPPs are approved by the State and are not developed into Final Project Proposals (FPPs) the following year, the District must resubmit the IPPs and start the process over for the next funding cycle, until they are submitted as FPPs and approved by the State Chancellor's Office. There are no requests for final project proposals (FPPs) in this year's update as the District is only submitting three IPPs (the same applications as the prior year).

The State made changes to the funding criteria and application program in September 2020 for all State funded applications. Consequently, IPPs listed below are for Santa Ana College as these remain State eligible and can be submitted. This will allow the College to have an opportunity to participate in the State funding project application process should funding at the State become available. If the District decides to locally fund any of these projects, this does not impact the IPP application submittals as each year the District updates the plan and informs the State of any changes. Submission of the applications does provide the District and College 1) verification from the State of its eligibility for these applications, and 2) ensures the District keeps its funding applications current should it desire to participate and get in the State's funding cycle queue.

Currently, both campuses have confirmed the projects to be submitted to the State as part of this annual update. The Student Services & Student Life Building Phase 1 at Santiago Canyon College is no longer eligible as a State funded project due to the State program changes. Therefore, it will not be resubmitted as an IPP in this year's update for 2021 but remains on the Five-Year Construction Plan as a locally funded project.

The plan includes 2024-2025 State (IPPs) as follows:

2024-2025 Initial Project Proposals (IPPs):

1. Santa Ana College – Learning Commons (Building L-Library Replacement)
2. Santa Ana College – Visual and Performing Arts Center (Replacement of Buildings C, N and P)
3. Santa Ana College – Applied Technology Center (Replacement of Buildings H, J, K and T)

Prior to submission to the State Chancellor’s Office, all three IPPs and the annual Five-Year Construction Plan covering the new period of 2023-2027 requires approval by the Board of Trustees.

RECOMMENDATION

It is recommended the Board of Trustees approve the Five-Year Construction Plan (2023-2027) and Initial Project Proposals (IPPs) for Santa Ana College as presented.

Fiscal Impact:	Varies with each project	Board Date: July 12, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

RSCCD Five Year Capital Construction Plan 2023-2027
Summary Project List (State and Local Funded Projects)

Dated 06/28/2021

Project	Campus	Estimated Year of Target Occupancy	Total Estimated Budget	State Contribution	District Contribution	Status
Johnson Student Center	SAC	20/21	\$60,000,000 ¹	Locally funded	\$60,000,000	Under Construction
Science Center	SAC	21/22	\$70,480,000 ¹	Locally funded	\$70,480,000	Under Construction
Russell Hall Replacement (Health Sciences Building)	SAC	21/22	\$58,800,000 ¹	\$20,729,000 ²	\$38,071,000	Under Construction
Campus Entrance Site Improvements Phase 1	SAC	23/24	\$5,300,000 ¹	Locally funded	\$5,300,000	In Design Phase
Barrier Removal/Campus Entrance Site Improvements Phase 1	SCC	23/24	\$4,000,000 ¹	Locally funded	\$4,000,000	In Design Phase
Barrier Removal/Campus Entrance Site Improvements Phase 2	SCC	24/25	\$6,000,000 ¹	Locally funded	\$6,000,000	In Design Phase
OEC Environmental Remediation Phase	SCC	21/22	Included as part of OEC Replacement	Locally funded	Included in below budget	In Bidding Phase
OEC Replacement	SCC	26/27	\$34,667,295 ¹	Locally funded	\$34,667,295	In Planning Phase
CEC Renovation/Replacement	CEC	26/27	\$50,000,000 ¹	Locally Funded	\$50,000,000	In Planning Phase
Conversion for Science Labs	SCC	28/29	\$5,000,000 ¹	Locally Funded	\$5,000,000	In Planning Phase

Note: This list is not intended to be a comprehensive list of all projects noted in the Colleges' Facility Master Plans as projects may be reprioritized when deemed necessary. This list is for planning purposes to meet the State's requirement of submitting an annual Five-Year Capital Construction Plan which identifies projects that are currently in construction and for projects that may be submitted as potential state funded project applications for the year or other locally funded capital projects.

¹ Current District estimated project budget and is subject to change at the completion of the project and close-out phase.

² This is the State's 2021 estimated contribution \$20,729,000. The State's number may fluctuate slightly up or down. The District's proposed project budget is \$58.8 million due to additional costs related to F&E, soft costs and the demolition phase. In the Five-Year Capital Construction Plan, the District is required to reflect what is in the FUSION JCAF 32 budget autogenerated by the State, which is subject to annual changes.

Student Services & Student Life Building	SCC	29/30	\$94,800,000 ¹	Locally funded	\$94,800,000	In Planning Phase
Learning Commons (Library)	SAC	28/29	\$65,951,086 ³	\$33,586,673	\$32,364,415	IPP-Preparing for Resubmittal in 2021
Applied Technology Center	SAC	28/29	\$51,021,147 ³	\$25,881,997	\$25,139,151	IPP-Preparing for Resubmittal in 2021
Visual & Performing Arts Center	SAC	28/29	\$36,731,130 ³	\$18,625,121	\$18,106,010	IPP-Preparing for Resubmittal in 2021
Parking Structure	SAC	28/29	\$31,000,000 ¹	Locally funded	\$31,000,000	In Planning Phase
Fine & Performing Arts	SCC	29/30	\$82,700,000 ¹	Locally funded	\$82,700,000	In Planning Phase
Campus Entrance Improvement Phases 2 and 3	SAC	28/29	\$15,000,000 ¹	Locally funded	\$15,000,000	In Planning Phase

Note: This list is not intended to be a comprehensive list of all projects noted in the Colleges' Facility Master Plans as projects may be reprioritized when deemed necessary. This list is for planning purposes to meet the State's requirement of submitting an annual Five-Year Capital Construction Plan which identifies projects that are currently in construction and for projects that may be submitted as potential state funded project applications for the year or other locally funded capital projects.

¹ Current estimated project budget and is subject to change at the completion of the project and close-out phase.

³ Estimated budget based on un-escalated costs by the State JCAF32 form as submitted in the IPP application and may be subject to future budget updates. In the future, the budget needs to include escalation to mid-point of construction and is subject to potentially a 20-30% increase on top of the noted total State estimated budget.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE – BUSINESS SERVICES**

To:	Board of Trustees	Date:	July 12, 2021
Re:	Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement #00004526 Awarded to Office Depot, LLC		
Action:	Request for Approval		

BACKGROUND

The District has been utilizing the Foundation for California Community Colleges (FCCC) Contract #CB-15-003 for office supplies/products from Office Depot, LLC. The current contract allows departments to order office supplies online at substantial discounts. The Office Depot system also provides the capability of browsing the online catalog for products including sustainable (green) products, verifying available stock, status of orders and backorders, delivery information and chat capabilities when requiring assistance. Office Depot accepts blanket purchase orders, therefore, eliminating the need for individual purchase orders unless an itemized order is necessary.

Due to COVID-19, the current contract due to expire on June 30, 2021 was extended until September 30, 2021, to allow districts ample time to submit the new contract for board approval. Utilization of a new contract requires Board approval.

ANALYSIS

The FCCC recently awarded a new competitive bid, piggybackable contract to Office Depot, LLC from RFP #21-003 for use by California Community Colleges including other California public agencies and US public agencies for the procurement of office supplies and products.

The contract offers the same online ordering system as the previous contract, over 400 core items and competitive pricing ranging from 13% to 94% off list price as well as over 8,000 non-core items with discounts as substantial as 70%. In addition, the contract includes next day delivery, when available, and no minimum order size. This contract meets the legal requirements to piggyback, set forth in Public Contract Code #20652. The term of the contract is July 1, 2021 through June 30, 2024 with the option to extend up to two (2) one-year (1) terms.

RECOMMENDATION

It is recommended the Board of Trustees approve the District's use of the Foundation for California Community Colleges (FCCC) Master Services Agreement #00004526 awarded to Office Depot, LLC, including any future renewals, addendums, supplements, modifications and extensions as presented.

Fiscal Impact:	To be Determined	Board Date:	July 12, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services		
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services		
Recommended by:	Marvin Martinez, Chancellor		

CollegeBuys Master Services Agreement

Agreement No. 00004526

This Administrative Agreement ("Agreement") is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, ("Foundation") and Office Depot, LLC, a Delaware limited liability company, ("Supplier").

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the "Agreement").
The term of this Agreement is July 1, 2021 thru June 30, 2024.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A	Recitals
Exhibit B	Terms and Conditions
Exhibit C	Special Terms and Conditions
Exhibit D	Notices
Exhibit E	General Provisions
Exhibit F	Office Products Program Standards
Exhibit G	Products and Services
Exhibit H	Supplier Commitment & Program Promotion
Exhibit I	Sample Form of Supplier Quarterly Reporting to Foundation
Exhibit J	Cooperative Utilization
Exhibit K	Iran Contracting Act Verification
Attachment 1	RFP Documents

THE PARTIES HEREBY EXECUTE THIS AGREEMENT.

OFFICE DEPOT, LLC

FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES

By:  brian.abromovage (Jun 21, 2021 20:04 EDT)

By:  _____

Print Name: Brian Abromovage

Print Name: Jorge J.C. Sales

Title: Vice President, Business Solutions Division

Title: Vice President of Director, Program Development

Date: Jun 21, 2021

Date: Jun 21, 2021



OFFICE DEPOT, LLC – second signature if applicable

FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES – signature 2 if applicable

By: N/A

By:  _____

Print Name: _____

Print Name: Joseph Quintana

Title: _____

Title: Chief Operating Officer

Date: _____

Date: Jun 21, 2021

4.11 (2)

05/23/21 thru 06/19/21

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-B0001934	06/15/21	79	A&R Office - Credit	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	3,198.44
21-P0064412	05/24/21	12	Admin Services Office	Non-Instructional Supplies	GOV CONNECTION	13,652.43
21-P0064414	05/24/21	11	Digital Media Center	Contracted Services	HILLS BROS LOCK & SAFE	147.75
21-P0064415	05/24/21	12	Academic Affairs Office	Instructional Supplies	B & H PHOTO VIDEO INC	44,191.63
21-P0064416	05/24/21	12	Admin Services Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	5,902.78
21-P0064417	05/24/21	12	Short-Term Vocational	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	31,578.88
21-P0064418	05/24/21	13	Maintenance	Contracted Repair Services	GARV INC	1,594.40
21-P0064419	05/24/21	33	EHS Santa Ana College	Non-Instructional Supplies	AMMEX	2,657.35
21-P0064420	05/25/21	41	Facility Planning Office	Bldgs- Constructability Review	IDS GROUP INC	43,015.00
21-P0064421	05/25/21	41	Facility Planning Office	Bldg Impr - Contractor Svcs	AMTEK CONSTRUCTION	138,333.00
21-P0064422	05/25/21	12	Public Affairs/Gov Rel Office	Advertising	ADVANCED WEB OFFSET INC	8,930.00
21-P0064423	05/25/21	43	Facility Planning Office	Equip-Mod Furn > \$5,000	EXEMPLIS LLC	102,032.09
21-P0064424	05/25/21	11	Transportation	Other Licenses & Fees	SCAQMD	137.63
21-P0064425	05/25/21	11	Purchasing	Non-Instructional Supplies	B & H PHOTO VIDEO INC	118.62
21-P0064426	05/25/21	11	Publications	Equip-All Other > \$5,000	CANON SOLUTIONS AMERICA, INC	10,924.17
21-P0064427	05/25/21	12	EOPS	Food and Food Service Supplies	JAYS CATERING	1,029.59
21-P0064428	05/25/21	11	Purchasing	Non-Instructional Supplies	AMAZON COM	159.53
21-P0064429	05/25/21	13	Chancellor's Office	Inst Dues & Memberships	NATIONAL ASSOCIATION OF DIVERSITY	333.33
21-P0064430	05/25/21	11	Board of Trustees	Non-Instructional Supplies	HERFF JONES INC.	193.35
21-P0064431	05/27/21	41	Facility Planning Office	Site Improv - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	33,300.00
21-P0064432	05/27/21	12	Fine & Performing Arts Office	Instructional Supplies	HOME DEPOT	479.62
21-P0064433	05/27/21	13	Scholarships Office	Contracted Services	SUBSTANCE MEDIA, INC.	5,000.00
21-P0064434	05/27/21	12	Automotive Technology/Engine	Contracted Services	GARDEN GROVE UNIFIED SCHOOL DIST	493.00
21-P0064435	05/27/21	12	Nursing	Instructional Supplies	DIAMEDICAL USA EQUIPMENT, LLC	3,314.30
21-P0064436	05/27/21	33	CDC Administration	Equip-w/Contr Svc > \$5,000	CDW GOVERNMENT INC.	7,232.69
21-P0064437	05/27/21	12	Nursing	Instructional Supplies	POCKET NURSE	2,065.55
21-P0064438	05/27/21	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	RW SMITH & CO	4,505.51
21-P0064439	05/27/21	11	Safety & Security Office	Software Support Service-Fixed	DUGMORE & DUNCAN HOLDING CO INC	2,245.00
21-P0064440	05/27/21	43	Facility Planning Office	Bldg Impr - Relocation/Moving	ALLSTAR COPY FAX	390.00
21-P0064441	05/28/21	41	Facility Planning Office	Site Improv - DSA Project Insp	SANDY PRINGLE ASSOCIATES	40,000.00
21-P0064442	05/28/21	11	Maintenance & Operations	Non-Instructional Supplies	MORSCO SUPPLY, LLC	259.25
21-P0064443	05/28/21	13	Educational Services Office	Contracted Services	DREX LLC	10,000.00
21-P0064444	06/01/21	12	Upward Bound	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
21-P0064445	06/01/21	12	Upward Bound	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,004.66
21-P0064446	06/01/21	12	Theatre Arts	Equip-All Other >\$1,000<\$5,000	ADORAMA INC	1,879.09
21-P0064447	06/01/21	12	Continuing Education Division	Contracted Services	UNIVISION RECEIVABLES CO LLC	80,000.00
21-P0064448	06/01/21	12	Welding	Equip-Fed Prgm >\$1,000< \$5,000	AIRGAS, INC.	9,920.78
21-P0064449	06/01/21	12	Talent Search	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	320.66
21-P0064450	06/01/21	33	EHS Santa Ana College	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	976.39
21-P0064451	06/01/21	11	Business Operations' Office	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	207.16
21-P0064452	06/01/21	41	Facility Planning Office	Buildings - CEQA	LSA ASSOCIATES INC	14,500.00
21-P0064453	06/02/21	43	Facility Planning Office	Bldg Impr - Relocation/Moving	SOUTHWEST MATERIAL HANDLING	190.00

4.12 (1)

No. 4.12

Legend: * = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0064454	06/02/21	11	Purchasing	Contracted Services	PARAGON INTERNATIONAL, INC.	2,000.00
21-P0064455	06/03/21	12	CJ/Academies	Equip-w/Contr Svc > \$5,000	DIGITAL NETWORKS GROUP INC	39,120.35
21-P0064456	06/03/21	11	Maintenance	Contracted Services	RIDELINKS INC	2,610.00
21-P0064457	06/03/21	13	Maintenance	Non-Instructional Supplies	WATERLINE TECHNOLOGIES	5,000.00
21-P0064458	06/03/21	33	CDC Centennial Education Ctr	Non-Instructional Supplies	SCHICK RECORDS MGMT	38.24
21-P0064459	06/03/21	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	FISHER SCIENTIFIC	3,658.56
21-P0064460	06/03/21	13	Admin Services Office	Inst Dues & Memberships	SCIAC SO CALIF INTERSEGME	100.00
21-P0064461	06/03/21	12	Theatre Arts	Non-Instructional Supplies	AMAZON COM	212.41
21-P0064462	06/04/21	12	Automotive Technology/Engine	Equip-All Other > \$5,000	MATCO TOOLS	6,683.08
21-P0064463	06/04/21	12	Public Affairs/Gov Rel Office	Contracted Services	OC SPORTS ZONE LLC	600.00
21-P0064464	06/04/21	11	Custodial	Non-Instructional Supplies	ARAMSCO, INC.	3,318.53
21-P0064465	06/04/21	12	Television (TV/Film/Video)	Non-Instructional Supplies	B & H PHOTO VIDEO INC	543.63
21-P0064466	06/04/21	13	Art	Non-Instructional Supplies	CED/SPECIALTY ELECTRIC SUPPLY CO	5,681.02
21-P0064467	06/04/21	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	3,355.73
21-P0064469	06/07/21	11	District Wide Technology	Contracted Services	GO TO TECHNOLOGIES, INC.	56,000.00
21-P0064470	06/07/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF LAGUNA BEACH	8,455.50
21-P0064471	06/07/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF NEWPORT BEACH FIRE AND MARINE DEPT	13,093.75
21-P0064472	06/07/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF SEAL BEACH	8,141.50
21-P0064474	06/07/21	11	Fire Academy	Instructional Agrmt - Salary	US OCEAN SAFETY	10,806.50
21-P0064475	06/07/21	12	Admin Services Office	Non-Instructional Supplies	LIVEWIRE CREATIVE SERVICES	1,649.67
21-P0064476	06/07/21	12	Admin Services Office	Non-Instructional Supplies	DIXIE BALLOONS	1,451.38
21-P0064477	06/07/21	12	LAOCRC - Los Angeles	Contracted Services	ECONOMIC MODELING SPECIALISTS	266,000.00
21-P0064478	06/07/21	41	Facility Planning Office	Site Improv - Equipment Rental	INDEPENDENCE SOLUTIONS, INC.	6,788.86
21-P0064479	06/07/21	43	Facility Planning Office	Bldg Impr - Relocation/Moving	PITNEY BOWES	1,130.00
21-P0064480	06/08/21	41	Facility Planning Office	Bldg Impr - Cost Estimating	SIERRA WEST CONSULTING GROUP, INC.	7,050.00
21-P0064481	06/08/21	12	Diesel	Equip-All Other > \$5,000	NADA SCIENTIFIC LTD	36,256.25
21-P0064482	06/08/21	12	Automotive Technology/Engine	Equip-All Other > \$5,000	IDSC HOLDINGS, LLC	19,816.22
21-P0064483	06/08/21	12	Family & Consumer Studies	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	5,660.00
21-P0064484	06/08/21	13	Dance	Instructional Supplies	DISCOUNT DANCE LLC	394.69
21-P0064485	06/08/21	12	Fire Academy	Fees Paid for Students	CALIFORNIA GOVERNORS OFFICE OF EMERGENCY SVC	160.00
21-P0064486	06/08/21	12	Fine & Performing Arts Office	Instructional Supplies	B & H PHOTO VIDEO INC	72.07
21-P0064487	06/09/21	13	International Student Program	Courier/Delivery Services	FEDEX	61.02
21-P0064488	06/09/21	13	Grounds	Non-Instructional Supplies	SITEONE LANDSCAPE SUPPLY LLC	2,331.40
21-P0064489	06/09/21	13	Maintenance	Contracted Repair Services	ABBA TERMITE & PEST CONTROL INC	195.00
21-P0064490	06/09/21	12	Talent Search	Non-Instructional Supplies	SCHICK RECORDS MGMT	38.24
21-P0064491	06/09/21	11	Public Affairs/Gov Rel Office	Contracted Services	AAA FLAG AND BANNER	19,950.52
21-P0064492	06/09/21	12	Professional Development	Non-Instructional Supplies	AMAZON COM	1,277.50
21-P0064493	06/10/21	12	Talent Search	Contracted Services	TRIED & TRUE TUTORING LLC	7,800.00
21-P0064494	06/10/21	12	Professional Development	Contracted Services	KYJAY LLC	10,000.00
21-P0064495	06/10/21	11	Fire Academy	Contracted Repair Services	CALIFORNIA HEALTH & SAFETY INC	612.15
21-P0064496	06/10/21	12	Upward Bound	Instructional Supplies	ACADEMIC TUTORING LLC	2,490.00
21-P0064497	06/10/21	11	Fire Academy	Contracted Repair Services	ALLSTAR FIRE EQUIPMENT	3,031.16

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0064498	06/10/21	13	Maintenance	Repair & Replacement Parts	IRVINE PIPE SUPPLY	2,042.59
21-P0064499	06/10/21	13	Maintenance	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES	571.77
21-P0064500	06/10/21	12	Career Education Office	Advertising	ORANGE COUNTY APT HOUSE ASSOCIATION INC.	250.00
21-P0064501	06/10/21	12	Upward Bound	Instructional Supplies	DON BOOKSTORE	1,500.00
21-P0064502	06/10/21	12	Veterans Service Office	Non-Instructional Supplies	DON BOOKSTORE	1,314.41
21-P0064503	06/10/21	12	Theatre Arts	Instructional Supplies	AMAZON COM	572.96
21-P0064504	06/10/21	12	Dance	Instructional Supplies	AMAZON COM	5,330.52
21-P0064505	06/14/21	41	Facility Planning Office	Site Improv - DSA Fees	DEPT OF GENERAL SERVICES	2,383.50
21-P0064506	06/14/21	12	Exercise Sci & Athletic Office	Equip-Fed Prgm >\$1,000<\$5,000	PERFORMANCE HEALTH SUPPLY INC	5,899.61
21-P0064507	06/14/21	11	Manufacturing Technology	Repair & Replacement Parts	ROSALVA PEREZ	318.47
21-P0064508	06/14/21	12	Physics	Software License and Fees	VERNIER SOFTWARE & TECHNOLOGY LLC	200.00
21-P0064509	06/14/21	12	Veterans Resource Center	Inst Dues & Memberships	COUNCIL FOR ADULT AND EXPERIENTIAL LEARNING	1,015.00
21-P0064510	06/14/21	11	Human Resources Office	Contracted Services	BEARD BOY PRODUCTIONS INC	13,500.00
21-P0064511	06/14/21	12	Safety & Parking - DO	Contracted Services	ORANGE COUNTY TRANSPORTATION	1,233.74
21-P0064512	06/14/21	12	Safety & Parking - DO	Lease Agreement - Facility	COUNTY OF ORANGE	336.22
21-P0064515	06/15/21	12	Biology	Equip-All Other >\$5,000	FISHER SCIENTIFIC	8,695.69
21-P0064516	06/15/21	12	Biology	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
21-P0064518	06/15/21	13	Professional Development	Inst Dues & Memberships	CSSO ASSOCIATION INC	300.00
21-P0064520	06/15/21	12	Fire Academy	Instructional Supplies	DEPT OF FORESTRY & FIRE PROTECTION	43,000.00
21-P0064521	06/15/21	12	Talent Search	Non-Instructional Supplies	FOCUS TRAINING INC	674.95
21-P0064522	06/15/21	12	Distance Education	Instructional Supplies	LUMEN LEARNING LLC	9,070.00
21-P0064523	06/15/21	12	Career Education Office	Contracted Services	CARRIGAN TING-PI JOYCE	150,000.00
21-P0064524	06/15/21	12	Resource Development	Contracted Services	AQUA CLEAR WATER TREATMENT	1,960.00
21-P0064525	06/15/21	11	District Wide Technology	Equip-All Other >\$5,000	TRANSOURCE SERVICE CORP	97,580.53
21-P0064526	06/15/21	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	12,965.57
21-P0064527	06/16/21	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
21-P0064528	06/16/21	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	54,327.84
21-P0064529	06/16/21	41	Facility Planning Office	Bldg Impr - Contractor Svcs	THE ADT SECURITY CORPORATION	50,000.00
21-P0064530	06/16/21	12	Biology	Equip-All Other >\$1,000<\$5,000	OLYMPUS AMERICA INC	35,472.16
21-P0064531	06/16/21	11	Maintenance & Operations	Contracted Repair Services	ACCO ENGINEERED SYSTEMS INC	5,170.00
21-P0064532	06/16/21	12	Career Education Office	Equip-All Other >\$1,000<\$5,000	ARBITER INCORPORATED	9,438.91
21-P0064533	06/16/21	11	Maintenance & Operations	Contracted Services	BENS ASPHALT INC	1,325.00
21-P0064534	06/16/21	11	Public Affairs/Gov Rel Office	Contracted Services	AAA FLAG AND BANNER	5,103.13
21-P0064535	06/16/21	11	Administrative Services Office	Other Licenses & Fees	MARKET BASED SOLUTIONS	1,638.75
21-P0064536	06/16/21	12	Biology	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	2,377.65
21-P0064537	06/16/21	11	Human Resources Office	Non-Instructional Supplies	SCHICK RECORDS MGMT	382.38
21-P0064538	06/16/21	12	Biology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,332.43
21-P0064539	06/16/21	12	Computer Science	Instructional Supplies	GLOBAL TEST SUPPLY LLC	34,889.39
21-P0064540	06/16/21	12	Computer Science	Instructional Supplies	INTERWORLD HWY LLC	14,733.89
21-P0064544	06/17/21	43	Facility Planning Office	Equip-All Other >\$200 <\$1,000	OFFICE FURNITURE GROUP, LLC	683.92
21-P0064545	06/17/21	12	Computer Science	Instructional Supplies	RIGOL TECHNOLOGIES USA INC	12,670.38
21-P0064546	06/17/21	12	Computer Science	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,209.22

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0064547	06/17/21	12	Student Services Office	Reproduction/Printing Expenses	HAGGARTY PRINTING INC	13,011.76
21-P0064548	06/17/21	12	Distance Education	Software License and Fees	REV.COM INC	10,000.00
21-P0219577	05/26/21	12	Resource Development	Contracted Services	LA ACADEMY OF ARTS AND ENTERPRISE	500,000.00
21-P0219578	05/26/21	12	Resource Development	Contracted Services	ANAHEIM UNION HIGH SCHOOL DISTRICT	318,750.00
21-P0219579	05/26/21	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY	640,000.00
21-P0219580	05/26/21	12	Resource Development	Contracted Services	LONG BEACH COMMUNITY COLLEGE DISTRICT	651,880.00
21-P0219581	06/01/21	61	Risk Management	Legal Expenses	SHAW HR CONSULTING, INC.	4,500.00
21-P0219582	06/02/21	12	Resource Development	Contracted Services	COMPTON COMMUNITY COLLEGE DISTRICT	540,000.00
21-P0219583	06/02/21	12	Resource Development	Contracted Services	NORTH ORANGE COUNTY CCD	1,013,611.00
21-P0219584	06/02/21	12	Resource Development	Contracted Services	COAST COMMUNITY	390,106.00
21-P0219585	06/07/21	12	Educational Services Office	Contracted Services	STATE CENTER COMMUNITY COLLEGE DIST	40,000.00
21-P0219586	06/08/21	12	Resource Development	Contracted Services	NEWPORT-MESA UNIFIED SCHOOL DISTRICT	318,750.00
21-P0219587	06/08/21	12	Resource Development	Contracted Services	HUNTINGTON BEACH UNION	318,750.00
21-P0219588	06/08/21	12	Resource Development	Contracted Services	CAPISTRANO UNIFIED SCHOOL DISTRICT	318,750.00
21-P0219589	06/08/21	12	Resource Development	Contracted Services	SCHOOL FOR INTEGRATED ACADEMICS & TECHNOLOGI	300,814.00
21-P0219590	06/08/21	12	Resource Development	Contracted Services	SANTA MONICA COMMUNITY COLLEGE DISTRICT	453,712.00
21-P0219591	06/08/21	12	Resource Development	Contracted Services	SONOMA COUNTY JUNIOR COLLEGE DISTRICT	1,762,571.00
21-P0219592	06/09/21	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	TALLER SAN JOSE HOPE BUILDERS	59,000.00
21-P0219593	06/10/21	12	Resource Development	Contracted Services	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	2,461,028.00
21-P0219594	06/14/21	11	Human Resources Office	Contracted Services	ATKINSON ANDELSON LOYA RUDD ROMO	12,500.00
21-P0219595	06/15/21	12	Resource Development	Contracted Services	EL MONTE UNION HIGH SCHOOL DISTRICT	741,170.00
21-P0219596	06/16/21	12	Resource Development	Contracted Services	CABRILLO COMMUNITY	250,000.00
21-P0219597	06/17/21	12	Resource Development	Contracted Services	SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT	250,000.00
21-PO219415	06/01/21	11	Apprenticeship	Instructional Agrmt - Salary	JTS SERVICES	4,106.01
Grand Total:						\$13,163,044.91

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK003591	5/24/2021	31	SCC BOOKSTORE	General Merchandise	GRAD AWARDS	\$3,832.50
GM-HAWK003592	5/25/2021	31	SCC BOOKSTORE	General Merchandise	NEIL ENTERPRISES	\$495.00
GM-HAWK003593	6/1/2021	31	SCC BOOKSTORE	General Merchandise	GRAD AWARDS	\$1,015.00
TX-DON006689	6/2/2021	31	SAC BOOKSTORE	Textbook	CAMBRIDGE UNIVERSITY PRES	\$162.00
TX-DON006690	6/2/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$6,370.00
TX-DON006691	6/2/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$7,025.20
TX-DON006692	6/2/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$3,464.61
TX-DON006693	6/2/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$150.00
TX-DON006694	6/2/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$540.00
TX-DON006695	6/3/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$9,790.00
TX-DON006696	6/4/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$7,257.13
TX-DON006697	6/4/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$1,656.87
TX-DON006698	6/4/2021	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$906.30
TX-DON006699	6/7/2021	31	SAC BOOKSTORE	Textbook	CAMBRIDGE UNIVERSITY PRES	\$1,740.00
TX-DON006700	6/7/2021	31	SAC BOOKSTORE	Textbook	HAYDEN-MCNEIL	\$736.30
TX-DON006701	6/7/2021	31	SAC BOOKSTORE	Textbook	KENDALL PUBLISHING	\$1,166.88
TX-DON006702	6/7/2021	31	SAC BOOKSTORE	Textbook	INGRAM BOOK CO	\$470.25
TX-DON006703	6/7/2021	31	SAC BOOKSTORE	Textbook	JONES & BARTLETT LEARNING	\$478.75
TX-DON006704	6/7/2021	31	SAC BOOKSTORE	Textbook	HOPKINS FULFILLMENT SERVICES	\$95.76
TX-DON006705	6/7/2021	31	SAC BOOKSTORE	Textbook	TREEHOUSE VIDEO	\$199.50
TX-DON006706	6/7/2021	31	SAC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$1,685.00
TX-DON006707	6/7/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$1,502.80
TX-DON006708	6/7/2021	31	SAC BOOKSTORE	Textbook	WEST ACADEMIC	\$518.40
TX-DON006709	6/7/2021	31	SAC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$1,804.81
TX-DON006710	6/7/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$69.36
TX-DON006711	6/7/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$2,169.50
TX-DON006712	6/7/2021	31	SAC BOOKSTORE	Textbook	SAGE PUBLICATIONS, INC.	\$1,260.00
TX-DON006713	6/7/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$7,384.95
TX-DON006714	6/7/2021	31	SAC BOOKSTORE	Textbook	CAMBRIDGE UNIVERSITY PRES	\$290.00
TX-DON006715	6/7/2021	31	SAC BOOKSTORE	Textbook	NORTON, INC.	\$1,368.50
TX-DON006716	6/7/2021	31	SAC BOOKSTORE	Textbook	PENGUIN PUTNAM INC	\$192.22
TX-DON006717	6/7/2021	31	SAC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$599.90
TX-DON006718	6/7/2021	31	SAC BOOKSTORE	Textbook	NATIONAL SAFETY COUNCIL	\$119.50
TX-DON006719	6/7/2021	31	SAC BOOKSTORE	Textbook	VISTA HIGHER LEARNING	\$1,530.00
TX-DON006720	6/7/2021	31	SAC BOOKSTORE	Textbook	ELSEVIER HEALTH SCIENCE	\$2,398.80
TX-DON006721	6/8/2021	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$900.00
TX-DON006722	6/8/2021	31	SAC BOOKSTORE	Textbook	XANEDU	\$228.40
TX-DON006723	6/10/2021	31	SAC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$4,140.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006724	6/11/2021	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$634.79
TX-DON006725	6/15/2021	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$799.90
TX-HAWK004908	5/24/2021	31	SCC BOOKSTORE	Textbook	ELSEVIER HEALTH SCIENCE	\$2,225.86
TX-HAWK004909	5/24/2021	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$2,218.00
TX-HAWK004910	5/27/2021	31	SCC BOOKSTORE	Textbook	NORTON, INC.	\$1,026.00
TX-HAWK004911	5/27/2021	31	SCC BOOKSTORE	Textbook	BVT PUBLISHING	\$2,580.00
TX-HAWK004912	5/27/2021	31	SCC BOOKSTORE	Textbook	COGNELLA	\$978.45
TX-HAWK004913	5/27/2021	31	SCC BOOKSTORE	Textbook	ROCKWELL PUBLISHING	\$337.10
TX-HAWK004914	5/27/2021	31	SCC BOOKSTORE	Textbook	XANEDU	\$640.80
TX-HAWK004915	5/27/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$8,626.34
TX-HAWK004916	5/27/2021	31	SCC BOOKSTORE	Textbook	BLUEDOOR	\$600.00
TX-HAWK004917	5/27/2021	31	SCC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$383.76
TX-HAWK004918	6/2/2021	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$879.76
TX-HAWK004919	6/3/2021	31	SCC BOOKSTORE	Textbook	XANEDU	\$531.60
TX-HAWK004920	6/4/2021	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$786.09
TX-HAWK004921	6/7/2021	31	SCC BOOKSTORE	Textbook	XANEDU	\$278.40
TX-HAWK004922	6/8/2021	31	SCC BOOKSTORE	Textbook	XANEDU	\$136.00
TX-HAWK004923	6/8/2021	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$858.00
TX-HAWK004924	6/15/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$1,049.70
TX-HAWK004925	6/15/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$124.99
TX-HAWK004926	6/15/2021	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$1,249.90
TX-HAWK004927	6/16/2021	31	SCC BOOKSTORE	Textbook	ELSEVIER HEALTH SCIENCE	\$2,225.86
						\$104,885.49

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
78	Retiree Benefits - Irrevocable
79	Diversified Trust Fund
81	Diversified Agency Fund
89	Fiscal Agent Custodian Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvst
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

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Legend: * = Multiple Funds for this P.O.

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-B0001931	05/23/21*	71	MICHAEL J MACKENZIE	585.89		GC25569
21-B0001931	06/07/21	71	MICHAEL J MACKENZIE	803.99		GC25569
21-B0001931 Changed in: PO Amount						
19-P0052855	05/23/21*	41	SVA ARCHITECTS, INC	150,000.00		CE28973
19-P0052855	06/07/21	41	SVA ARCHITECTS, INC	250,000.00	AMENDEMENT #1, 6/7/21; INCREASE PO BY \$100,000 FOR A TOTAL AGREEMENT AMOUNT OF \$250,000 AND EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH 6/30/2023 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/25/21. BOARD APPROVED: 5/24/21	DR21189
19-P0052855 Changed in: PO Amount, Printed Coments						
19-P0054996	05/23/21*	41	HILLS BROS LOCK & SAFE	23,316.00	AMENDMENT #1 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2021 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
19-P0054996	05/25/21	41	HILLS BROS LOCK & SAFE	23,316.00	AMENDMENT #2 5/25/21 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2022 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 5/25/21. BOARD APPROVED: 5/24/21	DR21189
19-P0054996 Changed in: Printed Coments						
19-P0057109	05/23/21*	41	PBK ARCHITECTS, INC.	97,000.00		CE28973
19-P0057109	05/25/21	41	PBK ARCHITECTS, INC.	97,000.00	AMENDMENT #1, 5/25/21; EXTEND THE CONTRACT COMPLETION DATE TO BE UNTIL THE NOTICE OF COMPLETION FOR THE CONSTRUCTION WORK, DIVISION OF STATE ARCHITECT CERTIFICATION AND PROJECT CLOSE-OUT HAS BEEN ACHIEVED PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/25/21. BOARD APPROVED: 5/24//21	DR21189
19-P0057109 Changed in: Printed Coments						
21-P0061784	05/28/21	11	OFFICE DEPOT BUSINESS SVCS	2,500.00	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Constract # CB 15-003, Board Approved 10/26/15.	DE68698
21-P0061784	06/08/21	11	OFFICE DEPOT BUSINESS SVCS	520.94	CHANGE ORDER #1, 6/8/21; REDUCE PO BY \$1,979.06 OF UNUSED FUNDS. Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Constract # CB 15-003, Board Approved 10/26/15.	DR21189
21-P0061784 Changed in: PO Amount, Printed Coments						
21-P0061900	05/23/21*	12	OFFICE DEPOT BUSINESS SVCS	3,000.00	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	MS37758
21-P0061900	06/14/21	12	OFFICE DEPOT BUSINESS SVCS	3,082.00	CHANGE ORDER #1 6/14/21 INCREASE PO BY \$82.00. Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	FC78314
21-P0061900 Changed in: PO Amount, Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0062137	05/23/21*	12	ALBERTSONS/SAFEWAY	300.00		CE28973
21-P0062137	06/07/21	12	ALBERTSONS/SAFEWAY	418.84	Change Order #1 6/7/21 Increase PO by \$118.84.	FC78314
21-P0062137 Changed in: PO Amount, Printed Coments						
21-P0062329	05/23/21*	12	OFFICE DEPOT BUSINESS SVCS	3,000.00	VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	MS37758
21-P0062329	05/24/21	12	OFFICE DEPOT BUSINESS SVCS	2,940.63	CHANGE ORDER #1 5/24/21 REDUCE PO BY \$60. VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	FC78314
21-P0062329 Changed in: PO Amount, Printed Coments						
21-P0062403	05/23/21*	12	NEW LEAF CALIFORNIA, LLC	9,633.00		CE28973
21-P0062403	05/26/21	12	NEW LEAF CALIFORNIA, LLC	8,845.55		DR21189
21-P0062403 Changed in: PO Amount						
21-P0062516	05/23/21*	12	SIMS ORANGE WELDING SUPPLY	7,000.00		DE68698
21-P0062516	05/25/21	12	SIMS ORANGE WELDING SUPPLY	7,800.00	Change Order #1, dated 5/25/21. To increase the original PO amount by \$800.00. PO amount to change from \$7,000 to 7,800 to pay for the additional order of gases needed by the department.	JM13964
21-P0062516 Changed in: PO Amount, Printed Coments						
21-P0063031	06/17/21	12	ZOLL MEDICAL CORP	26,984.26	*** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	JM13964
21-P0063031	06/17/21	12	ZOLL MEDICAL CORP	27,362.81	Change order #1, dated 6/17/21. to increas the quantity of line item #4 from 1 to 2. Original qty order was for 1 each but vendor shipped qty of 2 each and was accepted by the dept. *** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	JM13964
21-P0063031 Changed in: PO Amount, Printed Coments						
21-P0063197	05/23/21*	12	CAROLINA BIOLOGICAL SUPPLY C	588.80		JM13964
21-P0063197	05/25/21	12	CAROLINA BIOLOGICAL SUPPLY C	0.00	Change order #1, dated 5/25/21. To completely cancel this PO due to item ordered has been discontinued and is no longer available as per department request.	JM13964
21-P0063197 Changed in: PO Amount, Printed Coments						
21-P0063386	05/23/21*	12	HOME DEPOT	1,566.99		DE68698
21-P0063386	06/09/21	12	HOME DEPOT	1,501.45	Change order #1, date 6/10/21. Line item #1 was cancelled by vendor due to unavailability of item as per department request.	JM13964

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0063386 Changed in: PO Amount, Printed Coments						
21-P0063492	05/23/21*	12	SMART & FINAL	500.00		JM13964
21-P0063492	06/08/21	12	SMART & FINAL	1.00	Change order #1, dated 6/8/21. To cancel PO as it is no longer needed for use as per department request.	JM13964
21-P0063492	06/08/21	12	SMART & FINAL	0.00	Change order #1, dated 6/8/21. To cancel PO as it is no longer needed for use as per department request.	JM13964
21-P0063492 Changed in: PO Amount, Printed Coments						
21-P0063503	05/23/21*	12	GOLDEN STAR TECHNOLOGY, INC.	2,855.43	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	JM13964
21-P0063503	06/17/21	12	GOLDEN STAR TECHNOLOGY, INC.	0.00	CHANGE ORDER #1, DATED 6/17/21. TO CANCEL THIS ORDER/PO. DUE TO ITEMS ESTIMATED SHIP DATE ON 9/10/21 WILL NOT MEET THE FINAL RECEIPT DATE OF 8/30/21 AS PER DEPARTMENT REQUEST. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	JM13964
21-P0063503 Changed in: PO Amount, Printed Coments						
21-P0063564	05/23/21*	12	NEWEGG BUSINESS INC.	9,461.58		JM13964
21-P0063564	06/01/21	12	NEWEGG BUSINESS INC.	0.00	Change order #1, dated 6/1/21. This PO is being cancelled as the items no longer needed as per department request.	JM13964
21-P0063564 Changed in: PO Amount, Printed Coments						
21-P0063748	05/23/21*	13	VERNES PLUMBING INC	875.00		FC78314
21-P0063748	05/27/21	13	VERNES PLUMBING INC	1,525.00	CHANGE ORDER #1 5/27/21 INCREASE PO BY \$650 FOR ADDITIONAL WORK DONE AT SANTIAGO CANYON COLLEGE.	FC78314
21-P0063748 Changed in: PO Amount, Printed Coments						
21-P0063863	06/02/21	12	OFFICE DEPOT BUSINESS SVCS	234.00	Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract# CB-15-003, extended through 6/30/21 due to COVID-19. Board Approved: 10/26/15.	BY60596
21-P0063863	06/14/21	12	OFFICE DEPOT BUSINESS SVCS	319.82	CHANGE ORDER #1 6/14/21 INCREASE PO BY \$85.82. Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract# CB-15-003, extended through 6/30/21 due to COVID-19. Board Approved: 10/26/15.	FC78314
21-P0063863 Changed in: PO Amount, Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0063881	05/23/21*	13	GOLDEN STAR TECHNOLOGY, INC.	1,140.05	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	MS37758
21-P0063881	06/07/21	13	GOLDEN STAR TECHNOLOGY, INC.	1,140.05	CHANGE ORDER #1 6/7/21 CANCEL ITEMS 3 AND 4. ORDER WILL NOT MAKE THE SPECIAL PROJECT JUNE 30TH DELIVERY DEADLINE. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0063881	06/07/21	13	GOLDEN STAR TECHNOLOGY, INC.	959.84	CHANGE ORDER #1 6/7/21 CANCEL THE FOLLOWING ITEMS, ORDER WILL NOT MAKE THE SPECIAL PROJECT JUNE 30TH DELIVERY DEADLINE. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0063881	06/07/21	13	GOLDEN STAR TECHNOLOGY, INC.	954.84	CHANGE ORDER #1 6/7/21 CANCEL THE FOLLOWING ITEMS, ORDER WILL NOT MAKE THE SPECIAL PROJECT JUNE 30TH DELIVERY DEADLINE. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0063881 Changed in: PO Amount, Printed Coments						
21-P0064090	05/23/21*	12	THE LINCOLN ELECTRIC COMPANY	36,799.88		JM13964
21-P0064090	06/01/21	12	THE LINCOLN ELECTRIC COMPANY	39,753.34	Change order #1, dated 6/1/21. to increas the total amount of PO by \$2,675.97. This is due to the unstable price of steel in the maeket whereby increasing the total amount from \$36,799.88 to \$39,753.34 as per department request.	JM13964
21-P0064090	06/01/21	12	THE LINCOLN ELECTRIC COMPANY	39,753.34	Change order #1, dated 6/1/21. to increas the total amount of PO by \$2,953.46. This is due to the unstable price of steel in the maeket whereby increasing the total amount from \$36,799.88 to \$39,753.34 as per department request.	JM13964
21-P0064090 Changed in: PO Amount, Printed Coments						
21-P0064118	05/23/21*	12	GOLDEN STAR TECHNOLOGY, INC.	5,037.66	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0064118	06/17/21	12	GOLDEN STAR TECHNOLOGY, INC.	5,037.66	CHANGE ORDER #1 6/17/21 AMEND ACCOUNT TO 12-1525-648000-29550-6412 FOR ITEMS 1-3 OF THE FUNDING DELIVERY DEADLINE AUGUST 31, 2025. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0064118 Changed in: Printed Coments						
21-P0064227	05/23/21*	12	VOICE OF THE ARTS INC	20,896.50	Portable mobile equipment for Santiago Canyon College programs and events.	FC78314

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0064227	06/14/21	12	VOICE OF THE ARTS INC	16,286.17	CHANGE ORDER #1 6/14/21 CANCEL DISCONTIUED PROJECTOR, ITEM #4 AND ADD ITEM #11 FOR THE REPLACEMENT PROJECTOR. Portable mobile equipment for Santiago Canyon College programs and events.	FC78314
21-P0064227 Changed in: PO Amount, Printed Coments						
21-P0064397	05/23/21*	12	SIMS ORANGE WELDING SUPPLY	1,150.40		JM13964
21-P0064397	06/14/21	12	SIMS ORANGE WELDING SUPPLY	1,198.53	Change order #1, date 6/14/21. to revise unit price of line item #1, due to a 5% increase to material in the middle of May 2021, which was not anticipated by vendor. As per department request.	JM13964
21-P0064397 Changed in: PO Amount, Printed Coments						
21-P0064413	06/15/21	11	MOONSHOT 3D LLC	327.75		JM13964
21-P0064413	06/15/21	11	MOONSHOT 3D LLC	0.00	Change Order #1, dated 6/15/21. To cancel this PO as vendor inspection to printer did not find any issue. Therefore the department have no use for it and requested PO to be Cancelled.	JM13964
21-P0064413 Changed in: PO Amount, Printed Coments						
21-P0064417	05/24/21	12	GOLDEN STAR TECHNOLOGY, INC.	31,578.88	VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS CONDITIONS OF FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC) CONTRACT #CB-185-17; BOARD APPROVED: JULY 15, 2019	FC78314
21-P0064417	05/24/21	12	GOLDEN STAR TECHNOLOGY, INC.	31,578.88	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0064417 Changed in: Printed Coments						
21-P0064419	05/24/21	33	AMMEX	2,657.35	AUTHORIZED TO PLACE ORDER: JERELYN COWAN, MARIA CASTELLON, ISABEL MATA DELIVERED TO: SANTA ANA COLLEGE CHILD DEVELOPMENT CENTER 1530 W. 17TH STREE BLDG V-100, SANTA ANA, CA 92706 714-564-6894	JM13964
21-P0064419	05/24/21	33	AMMEX	2,657.35		JM13964
21-P0064419 Changed in: Printed Coments						
21-P0064428	05/25/21	11	AMAZON COM	159.32		EE88439
21-P0064428	05/25/21	11	AMAZON COM	159.53		EE88439
21-P0064428 Changed in: PO Amount						
21-P0064432	05/27/21	12	HOME DEPOT	476.34		JM13964
21-P0064432	06/01/21	12	HOME DEPOT	479.62		JM13964
21-P0064432 Changed in: PO Amount						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0064438	05/27/21	33	RW SMITH & CO	4,423.57		FC78314
21-P0064438	06/03/21	33	RW SMITH & CO	4,423.57	Change Order #1 6/3/21 Amend account number to 33-2150-692000-53321-6410 for items 1-3.	FC78314
21-P0064438	06/15/21	33	RW SMITH & CO	4,505.51	Change Order #2 6/15/21 Increase item #2 by \$75.	FC78314
21-P0064438 Changed in: PO Amount, Printed Coments						
21-P0064440	05/28/21	43	RICOH BUSINESS SYSTEMS INC	390.00		DR21189
21-P0064440	06/10/21	43	ALLSTAR COPY FAX	390.00	CHANGE ORDER #1, 6/10/21; CORRECTION TO VENDOR ID NUMBER.	DR21189
21-P0064440 Changed in: Vendor, Printed Coments						
21-P0064450	06/01/21	33	FARMERS AND MERCHANTS BANK O	1,059.39		JM13964
21-P0064450	06/03/21	33	FARMERS AND MERCHANTS BANK O	976.39		JM13964
21-P0064450 Changed in: PO Amount						
21-P0064461	06/03/21	12	AMAZON COM	212.52		JM13964
21-P0064461	06/03/21	12	AMAZON COM	212.41		JM13964
21-P0064461 Changed in: PO Amount						
21-P0064465	06/04/21	12	B & H PHOTO VIDEO INC	500.94	Vendor to provide the following materials, equipment and supplies in accordance with the terms and conditions of FCCC Contract #CB-241-18; Board approved: July 15, 2019.	JM13964
21-P0064465	06/17/21	12	B & H PHOTO VIDEO INC	543.63	Change order #1, dated 6/17/21. Repalced line item #1. Item has been discontinued and is replaced with a new SKU#. Price was also adjusted As per department request. Vendor to provide the following materials, equipment and supplies in accordance with the terms and conditions of FCCC Contract #CB-241-18; Board approved: July 15, 2019.	JM13964
21-P0064465 Changed in: PO Amount, Printed Coments						
21-P0064482	06/08/21	12	SNAP ON EQUIPMENT	19,090.62		JM13964
21-P0064482	06/09/21	12	IDSC HOLDINGS, LLC	19,090.62		JM13964
21-P0064482	06/09/21	12	IDSC HOLDINGS, LLC	19,090.62	Change order #1, Dated 6/9/10. To change the vendor ID to PO. Site has chosen the wrong vendor ID and is being corrected as per department request.	JM13964
21-P0064482 Changed in: Vendor, Printed Coments						
21-P0064492	06/09/21	12	AMAZON COM	1,327.21		EE88439
21-P0064492	06/10/21	12	AMAZON COM	1,277.50		EE88439
21-P0064492 Changed in: PO Amount						
21-P0064503	06/10/21	12	AMAZON COM	568.70		EE88439

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0064503	06/10/21	12	AMAZON COM	572.96		EE88439
21-P0064503 Changed in: PO Amount						
21-P0064540	06/16/21	12	INTERWORLD HWY LLC	14,733.89	Items for Santiago Canyon College Automation Lab Class ETEC-100	FC78314
21-P0064540	06/16/21	12	INTERWORLD HWY LLC	14,733.89	Items for Santiago Canyon College Automation Lab Class ETEC-110	FC78314
21-P0064540 Changed in: Printed Coments						
19-P0199537	05/23/21*	12	WESTED	1,441,140.00	CHANGE ORDER #1, 1/7/21; EXTEND THE PERIOD OF PERFORMANCE TO BE THROUGH APRIL 30, 2021 AND INCREASE THE AMOUNT BY \$150,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,441,140 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED DECEMBER 14, 2020. BOARD APPROVED: 12/14/20	DR21189
19-P0199537	06/02/21	12	WESTED	1,441,140.00	CHANGE ORDER #2, 6/2/21; EXTEND THE PERIOD OF PERFORMANCE TO BE THROUGH JUNE 30, 2021 PER THE 2ND AMENDMENT TO THE VENDOR AGREEMENT DATED 5/27/21.	DR21189
19-P0199537 Changed in: Printed Coments						
21-P0219048	06/09/21	11	KONICA MINOLTA BUSINESS	3,000.00	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DP29747
21-P0219048	06/10/21	11	KONICA MINOLTA BUSINESS	1,000.00	CHANGE ORDER #1, 6/10/21; REDUCE PO BY \$2,000 OF UNUSED FUNDS. CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
21-P0219048 Changed in: PO Amount, Printed Coments						
21-P0219071	05/23/21*	11	KONICA MINOLTA BUSINESS	480.00	CHANGE ORDER #1, 7/20/20; ADDITION OF REFERENCE TO SERIAL NUMBER. VENDOR TO PROVIDE 60-MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS AGREEMENT #3-16-36-0052B; BOARD APPROVED: 10/14/19	DR21189
21-P0219071	06/15/21	11	KONICA MINOLTA BUSINESS	305.00	CHANGE ORDER #2, 6/15/21; TO REDUCE THE AMOUNT ALLOCATED FOR THE COPY USAGE ALLOWANCE BY \$175.00. WHEREBY MAKING THE TOTAL TO \$305.00 AS PER DEPARTMENT REQUEST. VENDOR TO PROVIDE 60-MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS AGREEMENT #3-16-36-0052B; BOARD APPROVED: 10/14/19	JM13964
21-P0219071 Changed in: PO Amount, Printed Coments						
21-P0219136	05/23/21*	13	BLUERAY MANAGEMENT	6,000.00		ET18911
21-P0219136	06/03/21	13	BLUERAY MANAGEMENT	2,507.00	Change Order #1 6/3/21 Cancel PO. Maintenance of the pool will be handled in house by SCC maintenance staff.	FC78314

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0219136	06/03/21	13	BLUERAY MANAGEMENT	2,500.00	Change Order #1 6/3/21 Cancel PO. Maintenance of the pool will be handled in house by SCC maintenance staff.	FC78314
21-P0219136 Changed in: PO Amount, Printed Coments						
21-P0219171	05/23/21*	11	ALVARADOSMITH	142,062.00	CHANGE ORDER #2, INCREASE PO BY \$20,000 FOR SERVICES THROUGH JUNE 2021.	DR21189
21-P0219171	06/02/21	11	ALVARADOSMITH	143,268.00	CHANGE ORDER #3, 6/2/21; INCREASE PO BY \$1,206 FOR ADDITIONAL SERVICES IN THE MONTH OF APRIL 2021.	DR21189
21-P0219171	06/07/21	11	ALVARADOSMITH	198,271.00	CHANGE ORDER #4, 6/7/21; INCREASE PO BY \$55,000 FOR ADDITIONAL SERVICES THROUGH MAY AND JUNE 2021.	DR21189
21-P0219171 Changed in: PO Amount, Printed Coments						
21-P0219229	05/23/21*	11	ELLUCIAN COMPANY L.P.	169,466.00		DP29747
21-P0219229	05/27/21	11	ELLUCIAN COMPANY L.P.	84,466.00	CHANGE ORDER #1, 5/27/21; DECREASE PO BY \$85,000 OF UNSUED FUNDS DURING YEAR 1 OF CONTRACT.	DR21189
21-P0219229 Changed in: PO Amount, Printed Coments						
21-P0219305	05/23/21*	12	NORTH ORANGE COUNTY CCD	76,000.00		EE88439
21-P0219305	06/10/21	12	NORTH ORANGE COUNTY CCD	124,560.00	CHANGE ORDER #1, 6/10/21; INCREASE PO BY \$48,560 PER THE AMENDED PARTICIPATION AGREEMENT DATED 6/9/21.	DR21189
21-P0219305 Changed in: PO Amount, Printed Coments						
21-P0219381	05/23/21*	12	STEPHEN A WRIGHT LLC	171,710.00		DE68698
21-P0219381	06/07/21	12	STEPHEN A WRIGHT LLC	214,637.50	CHANGE ORDER #1, 6/7/21; INCREASE PO BY \$42,927.50 FOR A TOTAL AGREEMENT AMOUNT OF \$214,637.50 AND EXTEND THE PERIOD OF PERFORMANCE TO BE THROUGH 12/31/21 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/24/21. BOARD APPROVED: 5/24/21	DR21189
21-P0219381 Changed in: PO Amount, Printed Coments						
22-P0229032	06/14/21	11	COMPUTERLAND OF SILICON VALL	64,382.46	ANNUAL RENEWAL FOR THE FOLLOWING VMWARE SOFTWARE SUPPORT:	DR21189
22-P0229032	06/17/21	11	COMPUTERLAND OF SILICON VALL	65,595.82	CHANGE ORDER #1, 6/17/21; ADD LINE ITEM #10 TO PO TO CAPTURE MISSING ITEM FROM QUOTE #170759-1 ANNUAL RENEWAL FOR THE FOLLOWING VMWARE SOFTWARE SUPPORT:	DR21189
22-P0229032 Changed in: PO Amount, Printed Coments						
22-P0229065	06/17/21	11	KONICA MINOLTA BUSINESS	524.40	CONTINUATION OF 60-MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS AGREEMENT #3-16-36-0052B; BOARD APPROVED: 10/14/19	DR21189
22-P0229065	06/17/21	11	KONICA MINOLTA BUSINESS	480.00	CONTINUATION OF 60-MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS AGREEMENT #3-16-36-0052B; BOARD APPROVED: 10/14/19	DR21189
22-P0229065 Changed in: PO Amount						

* This entry shows the PO on the given date, not that it changed on this date.

4.12 (15)

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 23, 2021 THROUGH JUNE 19, 2021
BOARD MEETING OF JULY 12, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0064415	\$44,191.63	Video cameras to be installed in classrooms at Santiago Canyon College	SCC -Academic Affairs	Purchased from the Foundation for California Community Colleges (FCCC) Contract #CB-241-18 Board Approved: July 15, 2019
21-P0064417	\$31,578.88	Laptop computers with extended warranties for student use	SAC -CEC	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015
21-P0064420	\$43,015.00	Constructability review services for the Access Control Pilot Program project for various sites	DO -Facility Planning	Board Approved: May 10, 2021
21-P0064421	\$138,333.00	ITS Copper Wire project at Santa Ana College	DO -Facility Planning	Bid# 1402 Board Approved: May 10, 2021
21-P0064423	\$102,032.09	Seating to furnish the new Johnson Student Center	DO -Facility Planning	Purchased from the Foundation for California Community Colleges (FCCC) Contract #CB-2022-18 Board Approved: July 15, 2019
21-P0064431	\$33,300.00	Curb ramp removal project at Santiago Canyon College	DO -Facility Planning	Received Quotations: *1. Newbuild Construction and Restoration 2. JT Site Services *Successful Bidder
4.12 (16) 21-P0064441	\$40,000.00	Inspector of Record services for the ADA and Parking Lot Repairs project at the District Operations Center	DO -Facility Planning	Board Approved: May 24, 2021
21-P0064447	\$80,000.00	Advertising Marketing Campaign for Summer 2021	Continuing Education Division	Board Approved: May 10, 2021

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 23, 2021 THROUGH JUNE 19, 2021
BOARD MEETING OF JULY 12, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0064455	\$39,120.35	Upgraded AV system and installation for divisible training room at the Katella Center	SAC -CJ/Academies	Received Quotations: *1. Digital Networks Group 2. Golden Star Technology *Successful Bidder
21-P0064469	\$56,000.00	Consulting services to provide IT management and transitional onboarding assistance	DO -ITS	Board Approved: May 24, 2021
21-P0064477	\$266,000.00	Alumni Outcomes study for the LAOCRC Web Portal	DO -LAOCRC	Board Approved: March 22, 2021
21-P0064481	\$36,256.25	Biodiesel engine for student instruction	SAC -Diesel	Received Quotations: *1. Nada Scientific Ltd. 2. Kelin Educational Systems *Successful Bidder
21-P0064482	\$19,816.22	Automotive recalibration system and storage cart	SAC -Automotive Technology	Received Quotations: *1. Snap-on Industrial 2. Advance Professional *Successful Bidder
21-P0064491	\$19,950.52	Light pole banner displays in the city of Santa Ana, including installation and permits	SAC -Public Affairs	Board Approved: April 12, 2021
21-P0064520	\$43,000.00	State fire training instructional material fees	SAC -Fire Academy	Board Approved: May 24, 2021
21-P0064523	\$150,000.00	Consulting services to serve as the Regional Director for the Strong Workforce Regional Biotechnology/Manufacturing Program at Santiago Canyon College	SCC -Career Education	Board Approved: May 10, 2021

4.12 (17)

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 23, 2021 THROUGH JUNE 19, 2021
BOARD MEETING OF JULY 12, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0064525	\$97,580.53	Backup disks to provide additional storage for backup data Districtwide	DO -ITS	Purchased from the NASPO Valuepoint Master Price Agreement #MNWNC-130 Board Approved: May 15, 2017
21-P0064528	\$54,327.84	Wireless Access Points to upgrade and improve Wi-Fi signal and capabilities at Santa Ana College and Santiago Canyon College	DO -ITS	Received Quotations: *1. Golden Star Technology 2. CDW Government *Successful Bidder
21-P0064529	\$50,000.00	Safety and Security Access Control project at Santiago Canyon College	DO -Facility Planning	Bid# 1406 Board Ratification: July 12, 2021
21-P0064530	\$35,472.16	Student compound microscopes for Santiago Canyon College Biology	SCC -Biology	Received Quotations: *1. Olympus America, Inc. 2. VWR 3. Microtech Scientific *Successful Bidder
21-P0064539	\$34,889.39	Electronic testing instruments including RMS multimeters, handheld LCR meters, waveform generators, oscilloscopes and DC power supplies	SCC -Computer Science	Received Quotations: *1. Global Test Supply, LLC 2. Allied Electronics Automation *Successful Bidder
21-P0219577	\$500,000.00	Sub-agreement with Los Angeles Academy of Arts and Enterprise Charter to create, support and/or expand high-quality K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: February 8, 2021

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 23, 2021 THROUGH JUNE 19, 2021
BOARD MEETING OF JULY 12, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219578	\$318,750.00	Sub-agreement with Anaheim Unified High School District to create, support and/or expand high-quality K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: February 8, 2021
21-P0219579	\$640,000.00	Sub-agreement with Los Angeles CCD on behalf of East Los Angeles College to implement FY20/21 of the Strong Workforce Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
21-P0219580	\$651,880.00	Sub-agreement with Long Beach CCD on behalf of Long Beach City College to implement FY20/21 of the Strong Workforce Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
21-P0219582	\$540,000.00	Sub-agreement with Compton CCD on behalf of Compton College to implement FY20/21 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
21-P0219583	\$1,013,611.00	Sub-agreement with North Orange County CCD on behalf of Cypress College to implement FY20/21 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
21-P0219584	\$390,106.00	Sub-agreement with Coast CCD on behalf of Orange Coast College to implement FY20/21 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 23, 2021 THROUGH JUNE 19, 2021
BOARD MEETING OF JULY 12, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219585	\$40,000.00	Sub-agreement with State Center CCD on behalf of Fresno City College to host the Regional Director for Information Communications Technology (ICT)/Digital Media	DO -Resource Development	Board Approved: August 12, 2019
21-P0219586	\$318,750.00	Sub-agreement with Newport-Mesa Unified School District to create, support and/or expand high-quality career technical education programs at the K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: February 8, 2021
21-P0219587	\$318,750.00	Sub-agreement with Huntington Beach Union High School District to create, support and/or expand high-quality career technical education programs at the K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: February 8, 2021
21-P0219588	\$318,750.00	Sub-agreement with Capistrano Unified School District to create, support and/or expand high-quality career technical education programs at the K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: February 8, 2021

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 23, 2021 THROUGH JUNE 19, 2021
BOARD MEETING OF JULY 12, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219589	\$300,814.00	Sub-agreement with School for Integrated Academies & Technologies, Inc. (SIATech) Academy South to create, support and/or expand high-quality career technical education programs at the K12 level and K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: February 8, 2021
21-P0219590	\$453,712.00	Sub-agreement with Santa Monica CCD on behalf of Santa Monica College to implement FY17/18 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
21-P0219591	\$1,762,571.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Sonoma County Junior College District for the 2021 Career Technical Education Employment Outcomes Survey (CTWOS) project	Resource Development	Fiscal Agent Grant Board Approved: January 11, 2021
21-P0219592	\$59,000.00	Agreement with Taller San Jose Hope Builders to provide noncredit employment preparation classes	SCC -Orange Education Center	Board Approved: September 29, 2020
21-P0219593	\$2,461,028.00	Sub-agreement with South Orange County CCD on behalf of Saddleback College to implement FY20/21 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 23, 2021 THROUGH JUNE 19, 2021
BOARD MEETING OF JULY 12, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219595	\$741,170.00	Sub-agreement with El Monte Union High School District to create, support and/or expand high-quality career technical education programs at the K12 level and K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: February 8, 2021
21-P0219596	\$250,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with Cabrillo CCD to host the regional director for Information Communications Technology (ICT)/Digital Media	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020
21-P0219597	\$250,000.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with San Mateo County CCD to host the regional director for Administration and Sector Strategy	DO -Resource Development	Fiscal Agent Grant Board Approved: October 26, 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

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

ANALYSIS

An item for the following categorically funded program was developed.

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<u>Fiscal Year 2020/2021</u>		
1. Early Head Start 2021 – Emergency American Rescue Plan (ARP) COVID (District)	05/28/2021	\$167,510
Funding for the Early Head Start Program through the Emergency American Rescue Plan (ARP) Act 2021 from the U.S. Department of Health and Human Services, Administration for Children and Families, to support enrollment of children and families into Early Head Start programs. (20/21). <i>Match is waived.</i>		

RECOMMENDATION

It is recommended that the Board approve this item and that the Vice Chancellor, Business Services or her designee be authorized to enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	\$167,510	Board Date: July 12, 2021
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

SPECIAL PROJECT DETAILED BUDGET #1283

NAME: Early Head Start 2021 - Emergency American Rescue Plan (ARP) COVID (District)

FISCAL YEAR: 2020/21 and 2021/22

CONTRACT PERIOD: 04/01/2021 - 03/31/2023

PROJ. ADM. Janneth Linnell

CONTRACT INCOME: \$167,510

PROJ. DIR. My Le Pham

CFDA No. 93.600

Date: 06/16/21

**Prime Sponsor: U.S. Department of Health & Human Services/
Administration for Children and Families**

Fiscal Agent: Rancho Santiago CCD

Prime Award No.: 09HW000450-01-01

GL Account	Description	Debit	Credit
33-1283-000000-50000-8199	Other Federal Revenues : District Operations		167,510
33-1283-672000-50000-5865	Indirect Costs : District Operations	6,443	
33-1283-692000-53329-2340	Student Assistants - Hourly : EHS Admin	47,000	
33-1283-692000-53329-3315	OASDHI - Retiree Fund Non-Inst : EHS Admin	1,437	
33-1283-692000-53329-3325	Medicare - Retiree Fund Non-Inst : EHS Admin	341	
33-1283-692000-53329-3435	H & W - Retiree Fund Non-Inst : EHS Admin	517	
33-1283-692000-53329-3615	WCI - Non-Instructional : EHS Admin	705	
33-1283-692000-53329-4310	Instructional Supplies : EHS Admin	-	
33-1283-692000-53329-4610	Non-Instructional Supplies : EHS Admin	61,067	
33-1283-692000-53329-5100	Contracted Services : EHS Admin	50,000	
Total 1283	EHS 2021 - ARP COVID	167,510	167,510

 **OFFICE OF HEAD START**

ACF Administration for Children and Families	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES	
	1. Log No. ACF-PI-HS-21-03	2. Issuance Date: 05/04/2021
	3. Originating Office: Office of Head Start	
	4. Key Words: American Rescue Plan (ARP); Appropriations; Fiscal Year (FY) 2021; COVID-19	

PROGRAM INSTRUCTION

TO: Head Start and Early Head Start Grantees and Delegate Agencies

SUBJECT: FY 2021 American Rescue Plan Funding Increase for Head Start Programs

President Biden signed Public Law 117-2, the American Rescue Plan Act, 2021 (ARP), into law on March 11, 2021. The \$1.9 trillion American Rescue Plan includes \$1 billion for Head Start programs. All Head Start, Early Head Start, and Early Head Start-Child Care (EHS-CC) Partnership grantees are eligible to receive additional funds proportionally based on funded enrollment levels.

When combined with the \$750 million in the Coronavirus Aid, Relief, and Economic Security (CARES) Act and the \$250 million in supplemental funds in the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act, the Head Start program has received a total of \$2 billion in additional funding to support staff, children, and families during this unprecedented time.

This Program Instruction (PI) provides examples of activities grantees can consider as they continue supporting children and families and investing in safe and high-quality early childhood learning opportunities for children. This PI also describes the application requirements for these funds.

Use of Funding

The Office of Head Start (OHS) strongly encourages grantees to prioritize additional weeks of Head Start and Early Head Start programming with this funding, through summer programs or as extensions of the program year. At this time, Head Start programs are serving one-third fewer children than before the pandemic began. With ARP funding, programs have an opportunity to reach eligible children and families who did not enroll last year, or who did not engage in a full program year, due to the many uncertainties caused by the pandemic. Grantees are encouraged to prioritize programs for rising kindergartners, children with disabilities, children experiencing food or housing insecurity, children that were not able to receive any in-person services this year, or other areas determined by community needs.

Grantees do have flexibility to determine which one-time investments best support the needs of staff, children, a families, while adhering to federal, state, and local guidance. In making these determinations, grantees should consider how the use of the one-time funds could meet both short- and long-term needs and determine whether purchasing, leasing, or contracting for services is more prudent.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 12, 2021
Re: Approval of Sub-Agreements between RSCCD and Local Educational Agencies in Los Angeles County and Orange County selected to host the Strong Workforce Program K12 Pathway Coordinators (Year 3)	
Action: Request for Approval	

BACKGROUND

RSCCD was selected by the California Community Colleges Chancellor's Office (CCCCO), Workforce and Economic Development Division (WEDD) to serve as the Fiscal Agent for the Strong Workforce Program (SWP) K-12 Pathway Coordinators for the Los Angeles (LA) and Orange County (OC) regions. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the local educational agencies (LEAs) to implement projects that strengthen the career education pathways from K-12 to the community college system that pertain to in-demand, high-wage occupations in the region.

ANALYSIS

The Chancellor's Office has allocated 2020-2021 (Year 3) funds awarded through categorical apportionment to support K12 Pathway Coordinators selected and hosted in each region, as part of the infrastructure to support the K12 Strong Workforce Program. The Regional Consortia were tasked with facilitating the selection of Local Educational Agencies (LEAs) to serve as hosts for the K12 Pathway Coordinators, so that RSCCD, the fiscal agent, can develop sub-agreements with the hosts. Each LEA will receive \$130,000 per community college district (CCD) served. The SWP K12 Pathway Coordinator agreements have a performance period of July 1, 2021 through December 31, 2022. The attached chart lists the selected LEA hosts serving the Los Angeles and Orange County Regions.

Project Director: Sarah Santoyo**Project Administrator:** Enrique Perez**RECOMMENDATION**

It is recommended that the Board approve these sub-agreements and that the Vice Chancellor, Business Services or her designee be authorized to sign and enter into related contractual agreement on behalf of the district.

Fiscal Impact: \$1,950,000 (grant-funded)	Board Date: July 12, 2021
Prepared by: Alejandra L. Landa, Interim Director, Special Programs	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

List of Local Educational Agencies (LEAs) selected to host SWP K12 Pathway Coordinators
Fiscal Year 2020-2021 (Year 3)

Region	Local Educational Agency (LEA) Host	CCD Served	Amount	Agreement No.
Los Angeles	Burbank Unified School District	Glendale CCD	\$130,000	DO-20-2582-01
Los Angeles	Centinela Valley Union High School District	El Camino CCD	\$130,000	DO-20-2582-02
Los Angeles	Covina-Valley Unified School District	Mt.San Antonio CCD	\$130,000	DO-20-2582-03
Los Angeles	Culver City Unified School District	Los Angeles CCD	\$130,000	DO-20-2582-04
Los Angeles	East San Gabriel Valley ROP	Citrus CCD Pasadena Area CCD	\$260,000	DO-20-2582-05
Los Angeles	Lynwood Unified School District	Compton CCD Long Beach CCD	\$260,000	DO-20-2582-06
Los Angeles	Tri-Cities Regional Occupational Program	Rio Hondo CCD Cerritos CCD	\$260,000	DO-20-2582-07
Los Angeles	TBD by Regional Consortia*	Santa Monica CCD	\$130,000	DO-20-2582-08
	<i>Sub-Total Los Angeles</i>		<i>\$1,430,000</i>	
Orange County	Coastline Regional Occupational Program	Coast CCD	\$130,000	DO-20-2582-09
Orange County	College and Career Advantage, a JPA ROP	South Orange County CCD	\$130,000	DO-20-2582-10
Orange County	North Orange County Regional Occupational Program (JPA)	North Orange County CCD	\$130,000	DO-20-2582-11
Orange County	Orange County Department of Education	Rancho Santiago CCD	\$130,000	DO-20-2582-12
	<i>Sub-Total Orange County</i>		<i>\$520,000</i>	
	Total Los Angeles and Orange County		\$1,950,000	

* LEA Host for the SWP K12 Pathway Coordinator serving Santa Monica CCD is pending and will be submitted in a future BOT meeting.

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
[NAME OF LOCAL EDUCATIONAL AGENCY HOST]**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 12th day of July, 2021, between Rancho Santiago Community College District (hereinafter “RSCCD”) and [Name of LEA Host] (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”).

WHEREAS, the PRIME SPONSOR, has directed RSCCD to sub-grant and contract with Local Educational Agencies to host K12 Pathway Coordinators to provide technical assistance and support to local educational agencies in implementing career technical education courses, programs, and pathways.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host the **Strong Workforce Program K12 Pathway Coordinator** serving the [Name(s) of Community College District(s)] in the [Name of Region], and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2021, through December 31, 2022.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$130,000.00.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 70% and a final payment of 30%. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to Sarah Santoyo (Santoyo_Sarah@rsccd.edu) and Alejandra Landa (Landa_Alejandra@rsccd.edu). The subject line of the e-mail should be written as follows: "Invoice Enclosed – LEA Acronym/SWP K12 Pathway Coordinator/Sub-Agreement #"

Refer to the invoice form and instructions (*Exhibit B*) for the process to submit the invoice.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Program Design Requirements

RSCCD may request SUBCONTRACTOR to follow specific processes and procedures, complete forms or toolkits, or comply with related directions pertaining to program design, to ensure that projects meet the funding requirements and PRIME SPONSOR's expectations and standards. Technical assistance, training and support services will be provided to assist SUBCONTRACTOR with responding to these requests.

9. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to and approved by RSCCD. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

10. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

11. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

12. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused by the sole negligence or willful misconduct of the non-indemnifying party or

any of its agents or employees.

16. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

17. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

18. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo, Assistant Vice Chancellor, Educational Services

2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; Santoyo_Sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Iris I. Ingram, Vice Chancellor of Business Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340; Ingram_Iris@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Name: _____
Title: _____
Address: _____
City, State Zip: _____
Phone No.: _____
E-mail: _____

Fiscal Contact:

Name: _____
Title: _____
Address: _____
City, State Zip: _____
Phone No.: _____
E-mail: _____

19. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

20. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (*Exhibit D* - Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect

the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: [Name of LEA Host]

By: _____
Name: Iris I. Ingram

By: _____
Name: _____

Title: Vice Chancellor, Business Services

Title: _____

Date: _____

Date: _____

Board Approval Date: July 12, 2021

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work/Application

Exhibit B: Invoice Form and Instructions

Exhibit C: Guidance Memorandum from the Chancellor's Office (11/2019)

Exhibit D: Articles I, Rev. 09/18 and Article II, Rev. 05/14

(NOTE: Exhibit D is included as a general reference on the allowable and appropriate use of funds. Many of the specific terms in the Articles (e.g., payment, invoicing) pertain solely to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

To access a copy of the exhibits A-D, please click [here](#).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 12, 2021
Re: Approval of Memorandum of Understanding between RSCCD and SAUSD	
Action: Request for Approval	

BACKGROUND

The Child Development Services department will partner with Santa Ana Unified School District to provide free and low-cost early care and education services (full-time child care) at McFadden Institute of Technology School. Priority for services will be given to enrolled parenting students from RSCCD and SAUSD in support of their educational persistence and attainment.

The early care and education classrooms will also be used as addition instructional lab school classroom for the college students enrolled in Child Development and Education courses at Santa Ana College and Santiago Canyon College.

ANALYSIS

The attached non-financial Memorandum of Understanding between Rancho Santiago Community College District and Santa Ana Unified School District outlines procedural guidelines, program content, and specific roles and responsibilities for the early care and education classrooms at McFadden Institute of Technology for a (5) five year term of service.

RECOMMENDATION

It is recommended that the Board approve the Memorandum of Understanding between Rancho Santiago Community College District and Santa Ana Unified School District for the provision of early care and education services and that the Vice Chancellor, Business Services or her designee be authorized to sign and enter into related agreement on behalf of the district.

Fiscal Impact: NONE	Board Date: July 12, 2021
Prepared by: Janneth Linnell, Executive Director, Child Development Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA ANA UNIFIED SCHOOL DISTRICT
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
FOR THE PROVISION OF EARLY CARE AND EDUCATION SERVICES
AT A SANTA ANA UNIFIED SCHOOL DISTRICT CAMPUS

This non-financial Memorandum of Understanding (MOU) between the Santa Ana Unified School District (SAUSD) and Rancho Santiago Community College District (RSCCD) contains program content, purpose along with specific roles of each entity for the implementation of early care and education services at McFadden Institute of Technology School.

TERM

The term shall commence on July 1, 2021 and end on June 30, 2026 unless terminated in accordance with this MOU.

PURPOSE

The purpose of this MOU is to establish a partnership between RSCCD and SAUSD to implement early care and education services at SAUSD to benefit parenting students and the families of Santa Ana.

POPULATION TO BE SERVED

RSCCD may serve up to fifty (50) children, ages eighteen (18) months to five (5) years old, at McFadden Institute of Technology School in two classrooms.

The selection of children shall be based on the California State Preschool Program (CSPP), California General Childcare Program (CCTR), Early Head Start (EHS) and/or Child Care Access Means Parents in School (CCAMPIS) guidelines. First priority will be given to SAUSD and RSCCD parenting students in support of their educational persistence and attainment. After all parenting students are served, remaining capacity will be offered to SAUSD and RSCCD employees and then community members.

GOAL

The goal of this MOU is to improve outcomes for children and parenting students that reside in Santa Ana by providing access to quality early care and education services with appropriate supports.

SAUSD RESPONSIBILITIES

SAUSD will:

- A. Provide one (1) classroom space and play yard area adequate for up to twenty-five (25) children to meet all California Department of Social Services Title 22, California Department of Education, Title 5 requirements and all other relevant health and safety standards and; provide (1) one additional classroom space adequate for up to twenty-five (25) children for which RSCCD will assume all responsibility in meeting relevant licensure requirements and standards of an early care and education classroom.
- B. Assist RSCCD with the recruitment of parenting students and their children that reside within the SAUSD boundaries through advertisement and referrals.
- C. Provide meals appropriate for the children's age that meets or exceeds the United States Department of Agriculture (USDA), Child and Adult Care Food Program (CACFP) or National School Lunch Program (NSLP) guidelines at no cost to RSCCD by absorbing the children in to SAUSD's NSLP or CACFP.
- D. Provide custodial services to the classrooms within the same considerations and frequency as the other SAUSD early education classrooms to ensure health and safety standards at no cost to RSCCD.
- E. Collaborate with RSCCD Child Development Services to provide cohesive and integrated early care and education services.

RSCCD RESPONSIBILITIES

RSCCD will:

- A. Provide a quality early care and education program to children within the SAUSD boundaries and support to parenting students.
- B. Utilize California State Preschool Program, General Child Care Program, Child Care Access Means Parents In School, and Early Head Start funds, and or any other funds that may become available to operate the early care and education program.
- C. Collaborate with SAUSD staff including the Early Childhood Education Department to provide cohesive and integrated early care and education services, and seamless transitions to relevant programs such as, Transitional Kindergarten, Kindergarten, and Special Education.
- D. Assist SAUSD in the enrollment, verification and documentation of children, meals and processes for the United States Department of Agriculture (USDA), Child and Adult Care Food Program (CACFP) or National School Lunch Program (NSLP).
- E. Comply with all relevant mandates, laws and regulations such as, the California Department of Social Services, Title 22 and California Department of Education, Title 5 regulations and all other relevant health and safety standards.

SERVICES

RSCCD shall provide high quality comprehensive early care and education services for children ages eighteen (18) months to five (5) years in two (2) classrooms. The early care and education classrooms shall serve a maximum of twenty (25) children in each classroom. Total group sizes and staff to child ratios shall be maintained in accordance with Title 22 and Title 5.

Services shall be provided as follows:

A. Curriculum

RSCCD shall provide a curriculum to promote developmentally appropriate practices for children using the High Scope Curriculum as a framework.

The High Scope Curriculum will be used in conjunction with the California Infant and Toddler Foundations and Framework, California Preschool Foundations and Framework to focus on active learning; appropriate adult child interactions; stimulating physical environments; schedules and routines appropriate for young children. Standardized authentic child assessment tools will be used by the teachers to assess each child's developmental level and design learning experiences that encourage further development of skills and knowledge.

B. Developmental Screening

RSCCD shall provide a full developmental screening using the Ages and Stages Questionnaire and the Ages and Stages Questionnaire Social Emotional, when appropriate, for each child. The screening shall be conducted within the first quarter of the child's enrollment into the program.

FACILITIES

It is mutually understood that RSCCD shall provide services in two classrooms at the following facility:

McFadden Institute of Technology School
2701 S. Raitt Street
Santa Ana, CA 92704

USE OF SAUSD PROPERTY

SAUSD intends to permit RSCCD the rent-free use of two classrooms for early care and education services pursuant to this MOU.

INSURANCE

Both parties 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 three million dollars (\$3,000,000) in the aggregate; California Workers' Compensation Insurance on their employees performing any services under this Agreement. 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.

INDEMNIFICATION

All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees

TERMINATION

- A. SAUSD and/or RSCCD may terminate this MOU without penalty immediately with cause or after sixty (60) calendar days' written notice to the other party without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of this MOU, any misrepresentation, or fraud on the part of any party. Exercise by SAUSD and/or RSCCD of the right to terminate this MOU shall relieve SAUSD and/or RSCCD of all further obligations under this MOU.
- B. Upon termination, or notice thereof, the Parties agree to cooperate with each other in the orderly transfer of service responsibilities, case records, and pertinent documents.
- C. The obligations of SAUSD and/or RSCCD under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, and inclusion of sufficient funds for the services hereunder in the budget approved by the SAUSD Board of Education and RSCCD Board of Trustees each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SAUSD and/or RSCCD may immediately terminate or modify this MOU, without penalty. The decision of SAUSD and/or RSCCD shall be binding. SAUSD and/or RSCCD shall provide written notification of such determination. SAUSD and/ or RSCCD shall immediately comply with the decision.

WHEREFORE, the parties hereto have executed the Memorandum of Understanding in the county of Orange.

By: _____
Amanda Corridan
Deputy Superintendent,
Administrative Services
Santa Ana Unified School District

By: _____
Iris I. Ingram
Vice Chancellor of Business Services
Rancho Santiago Community College District

Dated: _____

Dated: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 12, 2021
Re: Approval of Professional Services Agreement with C Augenstein Corporation	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program - Regional Funds. Since the beginning of Strong Workforce in the 2016-17 year, the nineteen (19) Los Angeles County colleges in the Los Angeles / Orange County Regional Consortium (LAOCRC) have participated in regional projects with combined funding of more than \$85 million, with additional funding anticipated for the 2021-22 funding cycle.

The Chancellor's Office has issued a grant agreement with Rancho Santiago Community College District to host the ICT/Digital Media Regional Director of Employer Engagement, formerly hosted by Glendale Community College. Funding in the amount of \$50,000 from the Chancellor's Office accompanies this agreement, with any unspent funding from the previous host to be transferred to Rancho Santiago Community College District.

ANALYSIS

This agreement is with C Augenstein Corporation as ICT/Digital Media Regional Director. The performance period is July 19th through September 30, 2021, using Strong Workforce Program regional funding. If additional funds are transferred to Rancho Santiago Community College District from the previous host district, the agreement may be extended up to December 31, 2021.

RECOMMENDATION

It is recommended that the Board approve the Professional Services Agreement and that the Vice Chancellor, Business Services or her designee be authorized to sign and enter into a related agreement on behalf of the district.

Fiscal Impact:	\$48,077.00 (grant-funded)	Board Date: July 12, 2021
Prepared by:	Adriene "Alex" Davis, Ed.D., Assistant Vice Chancellor, Economic and Workforce Development	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Rancho Santiago Community College District and C Augenstein Corp, having its principal business address located at 9621 Rocky Mountain Dr., Huntington Beach, CA 92646 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 19th, 2021, whichever is later, and shall continue in full force and effect thereafter until and including September 30th, 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 Forty Eight Thousand Dollars (\$48,077) (“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)
Rancho Santiago Community College District/Dr. Adriene
Davis
Assistant Vice Chancellor, EWD
2323 N. Broadway
Santa Ana, CA, 92706

Contractor: Charlotte Augenstein
9621 Rocky Mountain Dr.
Huntington Beach, CA 92646

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: Iris I. Ingram

Print Title: Vice Chancellor, Business Services

Date: _____

CONTRACTOR 
BY _____
Signature of Authorized Person

Print Name: __Charlotte Augenstein

Print Title: __ICT/Digital Media Regional Director

Date: 4/21/21

Exhibit A

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

Insert detailed Scope of Work & Payment Schedule

(20-458-008) Regional Director: Information & Communication Technologies (ICT)/Digital Media

Details

Name

(20-458-008) Regional Director: Information & Communication Technologies (ICT)/Digital Media

Grant

EWD - Regional Director

Grant Id

20-458-008

Sector

Information & Communication Technologies (ICT)/Digital Media

Funding Source

Chancellor's Office

Host District (Grantee Fiscal Agent)

Rancho Santiago Community College District

Region

Los Angeles

Description

The Information and Communication Technologies and Digital Media Regional Director Employer Engagement (RDEE), Charlotte Augenstein will provide a critical leadership function within the CA Community College system and the Regional Consortia (RCs) within the Los Angeles Region. The primary role of the Regional Director Employer Engagement: is to engage industry and colleges to deliver the knowledge, relevant skills, and abilities needed for today and tomorrow's careers. The RDEE elevates and brings to life industry priorities, validates sector supply and demand workforce gaps, offers regional perspective and relationship network, fosters career pathways, and develops relationships with employers to create a pipeline for job opportunities. The five components of this Project are: 1) Regional Collaboration/ Student Career Engagement; 2) Cross-Sector Collaboration/ Employer Engagement; 3) Subject Matter Expertise/ Faculty Engagement and Development; (4) Demonstrates that the competency and skill-based training offered relates directly to jobs and employment for students; (5) Identify emerging industries, research projected workforce needs and prepare colleges to respond.

Dates

Start Date

07/19/2021

Expected End Date

09/30/2021

Contacts: District Contact Information Form

5.4 (12)

System Contacts

District Chief Executive/Business Officer

TBD

Sector Fund Monitor

JC Mbomeda

Program Monitor/Perkins Accountability Lead

jmbomeda@cccco.edu

(916) 322-6883

Goals & Metrics: Vision for Success Goals and Student Success Metrics

Completion: Increase the number of CCC students annually who acquire associate degrees, credentials, certificates, or specific job-oriented skill sets.

Student Success Metrics

- All Students Who Demonstrated a Skills Gain

Performance Outcomes

- RD-1 Number of employer partners introduced
- RD-3 Assistance provided to colleges
- RD-6 Employer engagement success

📄 **Transfer:** Increase the number of CCC students system-wide transferring annually to a UC or CSU.

📄 **Unit Accumulation:** Decrease the average number of units accumulated by CCC students earning associate degrees.

📄 **Workforce:** Increase the percent of exiting students who report being employed in their field of study.

Student Success Metrics

- All Students Who Demonstrated a Skills Gain

Performance Outcomes

- RD-1 Number of employer partners introduced
- RD-2 Number of work-based learning opportunities
- RD-3 Assistance provided to colleges

📄 **Equity:** Reduce equity gaps across all of the above measures through faster improvements among traditionally underrepresented student groups.

Workplan: Objectives

Objective Name

Employer Engagement

Objective Type


Other

Description of Objective

Within the ICT Sector in the Los Angeles Region, the RD will meet and engage with 30 companies on a monthly basis and evangelize the amazing talent our ICT programs within the Los Angeles Community College Region. Promoting the employability skills students are learning to fit the needs of the industry organizations.

Supporting Evidence

Supporting Evidence Type

Source	Source Type	Uploaded	Comment
 https://ictdmsector.org/educator-webinars/	URL	10/8/2020, 4:59:51 PM	Existing Webinars can inform Faculty. Providing valuable resources for both Faculty and students.

Description of Evidence

Computer Science (CS) is widely propagated, faculty may not be aware of resources that exist and programs available to faculty and students.

Add/Upload Source(s)

Objective Name

Faculty Professional Development

Objective Type

Faculty professional development

Description of Objective

The RDEE will provide, promote and encourage faculty participation in ongoing faculty development activities. Professional development activities will inform college and high school faculty about sector trends, best practices, technologies and emerging practices through weekly ICT Educator webinars, regional industry skills panels, advisory meeting discussions and employer information sessions; Promote faculty participation in sector specific professional development conferences and workshops including but not limited to the WASTC Winter ICT Educator's Conference, WASTC faculty development weeks and Netlabs cybersecurity. Encourage faculty participation in at least one industry related conference, training and/or workshop per year. Well informed faculty will help to produce quality and relevant curriculum well-aligned to industry needs. Relevant curriculum and instruction will help to improve student retention and completion resulting in a higher rate of student success.

Supporting Evidence



Supporting Evidence Type

CCCCO-driven

Description of Evidence

During an annual planning process, a regional plan is developed that highlights regional priorities, sector strategies, and labor market data that drive decision making and activities for members of the Los Angeles t Regional Consortia including community colleges, K12 Districts, community-based and workforce development agencies. The regional plan is aligned to the Vision for Success, Guided Pathways, and includes the following five goals - 1. Regional Leadership and Priority Sectors; 2. Build and Clarify the Path; 3. Employment Preparation and Transition to Work. Providing ongoing professional development is important to all 5 goals as it ensures that faculty are well-informed of new trends and technologies, best practices, and labor market demand and needs. Delivering ongoing professional development.

Add/Upload Source(s)

Source	Source Type	Uploaded	Comment
 Business Information Worker Microsoft Office Specialist Sep 2018 (1).pdf	File	10/8/2020, 7:34:54 PM	N/A
 All IT Jobs Are Cybersecurity Jobs Now - WSJ.pdf	File	10/8/2020, 7:34:18 PM	N/A

Objective Name

K-14 Career Pathway Career Exploration

Objective Type

Bridge Supply/Demand Gap

Description of Objective

Partnering with K-14 faculty and Career Pathway Coordinators to provide insight to career opportunities within the ICTDM sector. This will include webinars, links to industry video's and industry engagement opportunities such as (Cloud Days, DM Day and virtual events).



Supporting Evidence**Supporting Evidence Type**

Industry-validated

Description of Evidence

Engagement with colleges, industry and students the added value of digital badging and career exploration or increased skillsets via virtual training.

Add/Upload Source(s)

Source	Source Type	Uploaded	Comment
 https://www.learn.microsoft.com	URL	10/8/2020, 7:47:24 PM	Providing faculty and students opportunities to learn about new technology, existing technology and career exploration.
 https://www.opportunitylinkedin.com	URL	10/8/2020, 7:45:31 PM	Digital Badging and career exploration

Workplan: Alignment with Sector Strategy & Regional Priorities

Alignment Name

Industry Engagement

Alignment Type

Regional Scaling

Cite the Sector Strategy/Regional Priority

Getting more industry partners to engage with our college programs is both a regional and state priority .

Priorities for the Los Angeles Region have remained consistent with the 2017-2020 Los Angeles Regional Plan. With the arrival of COVID-19, campuses made a sudden and drastic move to offer almost all instruction and student services via remote learning. As a result, regional stakeholders added exploring effective strategies for serving students in a COVID-19 environment to regional priorities .

Regional priorities for 2020:

- Maximizing sustained industry engagement through participation in industry councils and collaborative efforts, and creating regional industry advisory boards;

- Strengthening career pathways and programs of study in partnership with K-12 school districts, adult education providers and labor/registered apprenticeships;

- Increasing opportunities for work-based learning along the continuum through industry partnerships;

- Attending to the need for new CTE faculty recruitment (teacher pipeline) and professional development and externships for current faculty to ensure alignment with dynamic industry skills and knowledge;

- Addressing the needs of business and industry in identified priority and emerging sectors; and

- Supporting regional marketing, curriculum alignment, streamlined regional processes and regional labor market data collection, and analysis for data-informed decision-making.[1]

- Exploring effective strategies for serving students in a COVID-19 environment .[2]

Description of Alignment with Sector Strategy/Regional Priority

This work will ensure our statewide and regional curriculum and program development align with the industry partners needs. Our statewide team is looking to collaborate on industry engagement best practice and strategy to ensure success.

Workplan: Activities

Activity Name

Employer Engagement Meetings

Objective that Applies to this Activity

Employer Engagement

Brief Description of Activity

Collaborate and coordinate with representatives of Industry to help illustrate the number of programs occurred at the community colleges; and how these programs are related to the employer's industry within ICT. Initiating communication and working with Industry partners and within the ICT sector. Key deliverable is creating an engagement group that can be referenced for IT Departments at the Community Colleges.

Proposed Completion Date 09/30/2021

Responsible person(s)

Dependencies

Initiating communication and working with industry partners within the ICT sector.

Activity Name

ICT Events

Objective that Applies to this Activity

Employer Engagement

Brief Description of Activity

By educating and providing information to faculty members and students about resources with the ICT sector, students may become more interested in careers within the sector.

Key deliverables include collecting virtual attendance sheets from faculty members that attend.

Proposed Completion Date 09/30/2021

Responsible person(s)

Dependencies

Working with Statewide Director of ICT-DM, Regional RC Chair and supporting agencies to development events. Examples may include Cloud Days, webinars and industry panels.

Activity Name

Employer Engagement Meetings

Objective that Applies to this Activity

Employer Engagement

Brief Description of Activity

Engage 4 or more employers to participate in advisory board meetings and guest speakers to students via events.

Proposed Completion Date

09/30/2021

Responsible person(s)

Name
Charlotte Augenstein

Dependencies

Student Success Metrics and Performance Outcomes

* Complete RD-1 Number of Industry Partners introduced

Description of Metrics

When employers (Industry) members are introduced to ICT programs within the Los Angeles Region employers are more likely to participate in events.

Workplan: Outcomes

Outcome Name

ICT Faculty and Student Events

Activity that Applies to this Outcome

ICT Events

Description of Outcome

Description of projected outcomes must be quantifiable. Examples: Fill in [___] with specific entries such as number of workers, types of skills, competencies, technology, etc.

Host/Co-Host 2 or more events quarterly to educate faculty on resources available to them. These events are not limited to virtual webinars, meetings and industry insight events.

Student Success Metrics and Performance Outcomes

Select the Student Success Metrics and Performance Outcomes that align with the projected Outcome.

- Completion: RD-1 Number of employer partners introduced
- Completion: RD-3 Assistance provided to colleges
- Completion: RD-6 Employer engagement success

Description of Metric(s)

Describe how the Student Success Metric(s) relate to the projected Outcome.

These resources may help attract students to careers within the ICT sector . In addition we may attract employers to hire potential students that have completed specific ICT programs.

Outcome Name

ICT Faculty and Industry Relationships

Activity that Applies to this Outcome

ICT Events

Description of Outcome

Description of projected outcomes must be quantifiable. Examples: Fill in [] with specific entries such as number of workers, types of skills, competencies, technology, etc.

Bringing industry and faculty together to engage in Advisory meetings to help faculty understand the needs and tools being used today and preparing for tomorrow and understanding resources that align within the ICT sector .

Student Success Metrics and Performance Outcomes

Select the Student Success Metrics and Performance Outcomes that align with the projected Outcome.

- Completion : RD-1 Number of employer partners introduced
- Completion : RD-3 Assistance provided to colleges
- Completion : RD-6 Employer engagement success

Description of Metric(s)

Describe how the Student Success Metric(s) relate to the projected Outcome.

Student metrics relate to the projected outcome by engaging industry and potential employer partners to resources used in the classroom and with events for faculty, industry and students.

Budget

Budget Summary

Budget Total

\$50,000

Grant (Direct) Total

\$50,000

Indirect Costs Total

\$0

Monetary Match Total

\$51,000

2020-21 Cumulative Quarterly Expenditure Forecast

Percentage	25%	50%	75%	100%
Dollars	\$50,000	\$100,000	\$150,000	\$200,000

	Q1	Q2	Q3	Q4
Expenditure Type				
5000 - Other Operating Expenses and Services				
Activities that Apply to this Budget Item				
<ul style="list-style-type: none"> • Employer Engagement Meetings • ICT Events 				
Brief Description of Expenditure				
<p>Charlotte Augenstein, C Augenstein Corp, Regional Director at \$48,000 includes compensation, benefits, and all expenses for services described in this work plan. Regional Director salary calculated @ \$16,000 invoiced July 19, 2021, \$16,000 invoiced August 1, 2021, and invoiced September 1, 202</p> <p>Statewide ICT Sector Collaboration</p> <p>Career Education Industry Skills and Panel Discussion</p> <p>Supporting all 19 Los Angeles Community Colleges with ICT-DM with numerous activities to support Administration, Faculty and Students</p> <p>Region Collaboration and Coordination</p> <p>ICT Educator Webinar Series.</p>				
Consulting Fee Budget Item Amount				
Budget Amount				
\$50,000				
Match Funds Amount				
\$51,000				
Budget Item Total:\$101,000				

Indirect Costs

Expenditure Type

5000 - Other Operating Expenses and Services

Activities that Apply to this Budget Item

- ICT Events
- Employer Engagement Meetings

Brief Description of Expenditure

Indirect costs

Indirect Costs Budget Item Amount

Budget Amount

\$1923

Match Funds Amount

\$2,000

Budget Item Total:1923

Budget Certifier

TBD

Approved by Anthony Culpepper

District Chief Executive/Business Officer

TBD

Sector Fund Monitor

JC Mbomeda

Program Monitor/Perkins Accountability Lead

~~jmbomeda@cccco.edu~~
(916) 522-6883

jmbomeda@cccco.edu

Approved by JC Mbomeda



California
Community
Colleges



2021 © California Community Colleges

Payment Schedule:

\$16,025 invoiced on the latter of July 19, 2021 or upon completion of the purchase order by RSCCD.

\$16,025 invoiced on August 1, 2021

\$16,027 invoiced on September 1, 2021.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

EDUCATIONAL SERVICES

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of Auxiliary Organizations in Good Standing - Administrative Regulation/Board Policy 3600	
Action:	Request for approval	

BACKGROUND

Education Code 72670 authorizes the Board of Trustees to establish auxiliary organizations for providing supportive services and specialized programs for the general benefit of the District or its colleges.

Administrative Regulation 3600 directs the Chancellor to annually provide to the Board of Trustees a list of all auxiliary organizations in good standing. All auxiliary organizations which are found to be in compliance with applicable laws, policies and regulations, shall be included in the list.

ANALYSIS

It is proposed that the following auxiliary organizations be recognized by the Board of Trustees of the Rancho Santiago Community College District to be in good standing:

- The Associated Student Government of Santa Ana College
- The Associated Student Government of Santiago Canyon College
- The Santa Ana College Foundation
- The Santiago Canyon College Foundation
- The Rancho Santiago Community College District Foundation

RECOMMENDATION

It is recommended that the Board of Trustees approve the list of auxiliary organizations in good standing as presented.

Fiscal Impact: None	Board Date: July 12, 2021
Prepared by: Patricia S. Duenez, Assistant to the Vice Chancellor, Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

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

BACKGROUND

The Board Policy Committee met on May 7, 2021 and June 15, 2021 and reviewed new and revised policies. These policies were presented to the Board for a First Reading on June 21, 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, revised and adopted as recommended by District Administration.

- Board Policy 2431 Chancellor Selection
- Board Policy 2760 Campaign Limitations
- Board Policy 7100 Commitment to Diversity

RECOMMENDATION

It is recommended that the Board adopt the revised policies as presented.

Fiscal Impact:	None	Board Date: July 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 2431 Chancellor Selection

Reference:

Title 5 Sections 53000 et seq.

ACCJC Accreditation Standards IV.B and IV.C.3 (formerly IV.B.1 and IV.B.1.j)

In the case of a Chancellor vacancy, the Board of Trustees (the "Board") shall establish a search process to fill the vacancy. The process shall be fair and open and comply with relevant regulations. The process shall also promote a policy of inclusion and encourage a diverse representation of candidates and applicants. Further, each vacancy for employment shall be selected from a pool of a minimum of three (3) finalists. Selection of the final candidates shall be submitted to the Board President for recommendation to the Board for a majority approval of the Board.

Adopted: October 8, 2012

References Updated: March 16, 2015

Revised: July 12, 2021

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

BP 2760 Campaign Limitations

Reference(s):

California Assembly Bill 571
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. To better promote the objective of fair elections, broader participation, and avoidance of corruption, the Board of Trustees also recognizes and makes reference to election procedures as codified in California Assembly Bill (AB 571) and California Education Code 72029 (Ed. Code 72029) to institute a District policy that imposes limitations on contributions to campaigns for elected district office.

Pursuant to Ed. Code 72029, the Board of Trustees has the authority to and hereby adopts its own campaign contribution limitations to mirror the State limits and adjustments as reflected in Assembly Bill 571. This will include the current State limitation of \$4,900 per election and subsequent adjustment for inflation every odd-numbered year, based on the Consumer Price Index.

Therefore, 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 \$4,900 per election (with future limits adjusted for inflation) to the campaign of a candidate or elected Trustee seeking an elected office of the District. This policy shall also apply for each elections for which the candidate is an elected Trustee of the District, or a candidate in a general election, special election or a recall election.

The contribution limit of \$4,900 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 office of the District. Further, a candidate's spouse shall also be precluded from using their own separate property to exceed the contribution limit.

This policy shall further require that any candidate or elected Trustee for District office shall conform to all relevant campaign reporting requirements as required under California law, including, but not limited to, filing campaign finance disclosures and any other related reporting requirements. This policy requires that any campaign finances disclosures that are required to be filed with the California Secretary of State, the Orange County Registrar or anyone else shall also be required to be filed with the District and shall be due on the same dates as they are due to be filed with any other agency.

The Board of Trustees resolve that this policy requires that any contribution received by a candidate or elected Trustee in excess of the contribution limitation must be refused by that candidate or elected Trustee. Any excess contributions must be returned to the contributor within 10 days of receipt. Any improper solicitation, receipt, holding, or failure to return excess funds shall be considered a violation of this policy and shall subject the candidate or elected Trustee to administrative penalty upon election, including being banned from serving as an officer of the District, censure, or serving on any District committee. Violations of this policy, including without limitation, the failure to file any campaign finance reports shall be an ethics violation and also subject the violator to relevant penalties or Board action consistent with the Board's code of ethics and Board Policy 2715.

Adopted: April 12, 2021
Revised: July 12, 2021

Rancho Santiago Community College District
BOARD POLICY
Chapter 7
Human Resources

BP 7100 Commitment to Diversity

References:

Education Code Sections 87100 et seq.
Title 5 Sections 53000 et seq.
Accreditation Standard III.A.11 and 12

The Rancho Santiago Community College District (RSCCD) declares its commitment to diversity, equity and inclusion and the fulfillment of its educational mission in order to build a strong shared community. The Rancho Santiago Community College District is deeply committed to building and promoting a diverse, inclusive, and anti-racist campus environment through education, research, community service, outreach, and workforce development. Rancho Santiago Community College District students will possess the knowledge and skills to help them thrive in a culturally diverse world.

The Rancho Santiago Community College District celebrates and values diversity and seeks to cultivate behaviors and attitudes that promote global awareness, inclusive sensibilities, and respect for the dignity of each individual regardless of race, religion, ethnicity, national origin, gender, sexual orientation, age, socio-economic status, culture, political conviction, physical ability, learning, and psychological differences. The Board recognizes that diversity, equity, and inclusion in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students and employees.

Diversity is a condition of broad inclusion in an employment environment that offers equal employment opportunity for all persons which includes principles of inclusion, social justice, equity, intercultural proficiency, and multiculturalism. Diversity requires both the presence, and the respectful treatment, of individuals from a wide range of ethnic, racial, age, national origin, religious, gender, sexual orientation, disability, and socio-economic backgrounds. The Board is strongly committed to hiring and staff development processes that support the goals of equal opportunity and diversity, equity, and inclusion, and provide equal consideration for all qualified candidates, and create an anti-racist academic and employment environment.

The Board is committed to employment processes that support the goals of equal opportunity and diversity and provide equal consideration for all qualified candidates. RSCCD employees shall actively promote diversity in recruitment and employment within the RSCCD. The District shall provide, as appropriate, professional development activities and training to promote an understanding of diversity, equity, and inclusion. Employment decisions, including but not limited to hiring, retention, assignment, transfer, evaluation, dismissal, compensation, and advancement for all position classifications shall be based on job-related criteria that are responsive to RSCCD's needs.

Nothing in this Board Policy shall authorize hiring and staff development processes that set numerical goals or quotas, or preferences, in conflict with state law.

Adopted: October 28, 2013
Revised: July 12, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	July 12, 2021
Re:	First Reading of Board Policy		
Action:	Information		

BACKGROUND

The Board Policy Committee met on May 26, 2021 and June 15, 2021 and reviewed new and revised policies. BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) was forwarded to the Board of Trustees for a first reading at the June 21, 2012 meeting. At that meeting, the Board deferred action on the policy until discussion took place with the employment groups. Those discussions have taken place and this policy is being presented for a first reading with minor modification.

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 new policy be considered for adoption as recommended by District Administration:

- Board Policy 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW)

RECOMMENDATION

This policy is presented for a first reading as an information item.

Fiscal Impact:	None	Board Date:	July 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 7
Human Resources

BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW)

Reference(s):

BP 7730 Communicable Disease

The Board authorizes the Chancellor to develop a plan to provide for the safe reopening of the Rancho Santiago Community College District (RSCCD) campuses, including, without limitation, the implementation of a mandatory SARS-CoV-2 vaccination program for all faculty, academic appointees, staff and other employees of RSCCD requiring access to RSCCD's facilities and programs in person. This mandatory program shall be contingent upon the FDA's (United States Food and Drug Administration) full approval of at least one of the SARS-CoV-2 vaccines; however, in the interim, until such approval by the FDA, the Board supports RSCCD's strong encouragement and recommendation that all faculty, academic appointees, staff and other employees requiring access to RSCCD's facilities and programs in person receive a SARS-CoV-2 vaccine as soon as possible. The purpose of the program is to protect the health and safety of the RSCCD community who work, study or train in any of the RSCCD's locations as well as reduce the incidence of SARS-CoV-2 infection and resultant Coronavirus Disease (COVID-19) within the community.

Any faculty, academic appointees, staff and other employees of RSCCD who are currently not vaccinated and require in-person access to RSCCD's facilities and programs shall be required to participate in additional non-pharmaceutical safety and intervention practices as directed by the Chancellor to mitigate risk to COVID-19 within the RSCCD community.

The Chancellor shall establish administrative procedures to administer the mandatory program that comply with requirements established by the Education Code, the Health and Safety Code, the Occupational Safety and Health Administration, and the Center for Disease Control and Prevention. The administrative procedures shall further assure that the program, including any exceptions, exemptions and accommodations requested and/or provided pursuant to the program conform to all requirements established by the relevant law and regulations and as deemed appropriate by the Chancellor.

Adopted: xxxxxxxx, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Board of Trustees

To: Board of Trustees	Date: July 12, 2021
Re: Approval of Letter to SchoolsFirst Federal Credit Union	
Action: Request for Approval	

BACKGROUND

The Rancho Santiago Community College District (RSCCD) has a longstanding commitment to diversity, equity and inclusion. RSCCD promotes diversity, equity and inclusion through its projects, curriculum and programs which assist our diverse student population to achieve their goals. The Office of Diversity, Equity and Inclusion was recently established with a primary focus to develop and build a more inclusive organization and espouse these core values. Our district has the expectation that our community partners share these values.

ANALYSIS

RSCCD has been a partner with SchoolsFirst Federal Credit Union since its establishment in 1934. SchoolsFirst FCU supports the district and its colleges in many ways, a representative sample of this support is outlined in the summary attached. RSCCD values this partnership.

The RSCCD Board of Trustees believes the vendors and partners of RSCCD should have governing boards or leadership that represent the communities the district serves and is disappointed that the Board of Directors of SchoolsFirst Federal Credit Union does not represent the demographics of these communities. Recent appointments of members to the Board of Directors who are of color was a first step, but it is discouraging that they are not full board members with voting rights.

RECOMMENDATION

It is recommended that the Board of Trustees discuss the proposed letter to SchoolsFirst Federal Credit Union as presented and approve action to communicate with SchoolsFirst Federal Credit Union about this subject.

Fiscal Impact:	None	Board Date:	July 12, 2021
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Marvin Martinez, Chancellor		
Recommended by:	Phillip E. Yarbrough, Board President		

RSCCD and SchoolsFirst Federal Credit Union Relationship

Background

RSCCD has had a relationship with SchoolsFirst FCU since it was first established in 1934 in Santa Ana. Founders included a handful of educators, some of whom taught at Santa Ana College.

Overall Summary of Support

- Direct financial allocations
- Service on foundation boards
- Service on bond oversight committees
- Financial support of:
 - Bond campaigns
 - Student scholarships
 - Golf tournaments
 - Convocations
 - Classified Employee awards
 - Employee appreciation events
 - Support of the Chancellor's Ball
 - Pageant of the Trees
- Supports the OC Teacher of the Year program – both SAC and SCC have had instructors who have won
- Supports OC Department of Education daily runs to educational institutions to assist in reducing cost to all OC districts

Support at no cost to the district:

- Customer Service Seminars
- Retirement Workshops
- Office space for two bond campaigns – for meetings and phone banks
- ATM machines at the campuses and district office for convenience of members
- Provides a portion of the ATM fees paid by non-members to RSCCD
- Third Party Administrative services for all retirement needs of RSCCD employees since 2005

Detailed Support to the District and Colleges for Past Three Years

Support to RSCCD and RSCCD Foundation

- Contribution to Measure L Bond Campaign (2020) \$ 50,000
- Breakfast for CSEA New Employee Orientation in 2019 \$ 200
- Attend new faculty orientations, classified employee orientations and district service awards to provide employees with information about membership and retirement options
- District Operations Classified of the Employee of the Year stipend \$ 1,000
- Since 2012 serves as a voting member of the District Foundation Board

Support to Santa Ana College and Santa Ana College Foundation

- Direct contributions \$108,350
 - Student Scholarships
 - Convocation Lunch
 - Golf Tournaments
 - Gift Cards
 - Teacher of the Year Sponsorships
 - President's Circle
 - President's Foundation
- In Year 2 of a 5 Year pledge of \$60,000/year \$300,000
- SAC Centennial \$100,000
- Since 2007 SchoolsFirst FCU representative serves as voting member of SAC Foundation

Support to the Santiago Canyon College and Santiago Canyon College Foundation

- Fall Convocation Lunch \$ 1,500
- Employee Gift Card Donations \$ 725
- Classified Appreciation Lunch \$ 1,450
- Golf Tournament \$ 7,500
- President's Circle \$ 1,000



Building the future through quality education

2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • www.rsccd.edu

Santa Ana College • Santiago Canyon College

July 12, 2021

Mr. Bill Cheney, President and
Members of the Board of Directors
SchoolsFirst Federal Credit Union
2115 N. Broadway
Santa Ana, CA 92706

Dear Mr. Cheney and Members of the Board of Directors,

The Rancho Santiago Community College District (RSCCD) has been a partner with SchoolsFirst Federal Credit Union since its establishment in 1934. We value our relationship with SchoolsFirst and would hope that you are open to hearing of the district's concern relating to diversity on the SchoolsFirst Board of Directors.

Under the guidance of its Board of Trustees, RSCCD has a longstanding commitment to diversity, equity and inclusion. RSCCD promotes diversity, equity and inclusion through our projects, curriculum and programs which assist our diverse student population to achieve their goals. The Office of Diversity, Equity and Inclusion was recently established with a primary focus to develop and build a more inclusive organization and espouse these core values. Our district has the expectation that our community partners share these values.

We commend SchoolsFirst FCU on the diversity that exists in its employee population, but are disappointed that their Board of Directors does not represent the demographics of the communities they serve. Recent appointments of members to the Board of Directors who are of color was a first step, but it is discouraging that they are not full board members with voting rights.

We believe the vendors and partners of RSCCD should have governing boards or leadership that represent the communities the district serves. We request that SchoolsFirst FCU take decisive steps within the next 90 days to correct the lack of diversity on its Board of Directors by replacing six current members with members of color (including Asian, African American and Hispanic) who have complete rights and authority.

Our commitment to this critical change is so deep, that we offer to assist in identifying potential board members or help this effort in any other way that may be necessary. We would like to work as partners to effect the change we seek and continue our long-term partnership.

BOARD OF TRUSTEES:

Tina Arias Miller, Ed.D. • David Crockett • John R. Hanna • Zeke Hernandez • Lawrence "Larry" R. Labrado • Sal Tinajero • Phillip C. Yarbrough

CHANCELLOR:

Marvin Martinez

5.8 (4)

Mr. Bill Cheney, President
Members of the Board of Directors
SchoolsFirst Federal Credit Union

July 12, 2021
Page 2

We look forward to hearing from SchoolsFirst FCU in response to this letter and our request to address this critical flaw in its leadership structure.

Sincerely,

Phillip E. Yarbrough
President

Tina Arias Miller, Ed.D.
Vice President

David Crockett
Clerk

John R. Hanna
Trustee

Zeke Hernandez
Trustee

Lawrence R. "Larry" Labrado
Trustee

Sal Tinajero
Trustee

cc: *Voice of OC*
O.C. Register
L.A. Times

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

July 12, 2021

MANAGEMENT

Revised Job Description/Attachment #1

Vice Chancellor of Educational Services
Classified/Administrative
Cabinet Level

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED JUNE 2021

**VICE CHANCELLOR OF EDUCATIONAL SERVICES
JOB DESCRIPTION – CLASSIFIED ADMINISTRATIVE**

GENERAL RESPONSIBILITIES

Overall responsibility to the Chancellor for the leadership, oversight, coordination and support of a variety of District-wide educational programs and services including enrollment management, institutional research, resource development, public affairs, governmental relations, information technology services, district safety and security, economic and workforce development programs, and the District's child development centers. Overall responsibility for District-wide planning and organizational effectiveness efforts including the assessment of the District's progress toward achieving its mission and strategic objectives. Serves as the Executive Director of the Rancho Santiago Community College District Foundation and performs other duties as assigned by the Chancellor. This is a classified position.

REPRESENTATIVE DUTIES

Directly responsible to the Chancellor for providing leadership and administration of the district's safety and security department, including strategic planning, budget development, and implementation of policies and procedures for the efficient operation of districtwide safety and security services.

Provides leadership and administration of the Information Technology Services department of the District, including budget planning and the development and recommendation of short-term, long-term, and strategic planning, policies and procedures to ensure effective districtwide operations.

Provides leadership in the identification and cultivation of alternative sources of funding to support the mission of the District and its colleges. Oversees the development of proposals for special programs and funding from state, federal and private sources.

Supports college-based special projects and provides direct supervision for special projects managed at the District level. Assists and directs efforts to ensure compliance with funding source requirements.

Oversees the District's Public Affairs, Governmental Relations, Graphic Communications and Publications functions. Oversees the response to media requests and coordinates responses to information requests submitted under the California Public Records Act.

Provides leadership and administration of institutional research and planning including the analysis of current and future educational trends, demographic changes, program outcomes, enrollment management laws, regulations and policies applicable to District plans and programs. Coordinates District-wide efforts related to accreditation and the implementation, evaluation and improvement of the District's planning processes.

Oversees the District's child development centers to ensure compliance with all regulatory and licensure requirements. Provides leadership in the administration of collective bargaining agreements for teachers and staff assigned to the child development centers.

Serves as Executive Director of the District foundation with responsibility for the development of programs and services that support the District's mission and goals. Organizes and facilitates the activities and meetings of foundation board and provides leadership in the development of public/private partnerships that enhance the foundation's operations.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED JUNE 2021

**VICE CHANCELLOR OF EDUCATIONAL SERVICES
JOB DESCRIPTION – CLASSIFIED ADMINISTRATIVE
(CONTINUED)**

REPRESENTATIVE DUTIES (CONTINUED)

Must be a highly visible leader seeking positions of significant leadership in community institutions and activities, as well as community support organizations and on state boards and committees to articulate, enhance and improve District programs, offerings, funding, assets, and educational leadership position and reputation on the local, state and national levels.

OTHER PROFESSIONAL RESPONSIBILITIES

Serve as a member of the Chancellor's Cabinet and provides effective counsel and support for all matters affecting District educational services operations.

Provides leadership for District-wide committees and task forces related to planning, enrollment management, organizational effectiveness and other areas as assigned.

QUALIFICATION GUIDE

TRAINING AND EXPERIENCE

A Master's degree and five (5) years of experience reasonably related to the assignment.

DESIRABLE QUALIFICATION

A Master's degree in public administration or public policy and at least five (5) years of progressively responsible administrative experience in planning and resource development, preferably in a public educational agency.

REQUIRED SKILLS

Ability to: communicate effectively, resolve problems, analyze and apply laws, regulations and program specifications, plan and evaluate activities and programs, research, analyze, apply and articulate results, identify funding and program opportunities, procure and implement programs, build consensus, and supervise staff.

Board Approval Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

July 12, 2021

MANAGEMENT

Revised Job Descriptions/Attachments #1 & 2

Director of Accounting Audit & Advisory Services
Classified/Supervisory
Grade Level D

Manager of Budget & Disbursement Services
Classified/Supervisory
Grade Level E

Appointment

Steckler, Mary M.
Associate Dean, Health Science & Nursing
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: July 1, 2021
Salary Placement: D-5 \$167,764.82/Year

Extension of Interim Assignment

Honda, Linda S.
Interim Human Resources Analyst
Human Resources
District Office

Effective: July 13, 2021 – December 31, 2021
Hourly Pay Rate: L-1/\$36.77

Ward, Robert R.
Interim Director, Physical Plant & Facilities
Administrative Services
Santa Ana College

Effective: July 1, 2021 – December 31, 2021
Salary Placement: F-B \$112,112.74/Year

Ratification of Resignation/Retirement

Oviedo, Alex
District Support Services Supervisor
Facility Planning & Campus Services
District

Effective: June 30, 2021
Reason: Retirement

FACULTY

Voluntary Transfer

Lockhart, Ann
Associate Professor/Counselor/
Coordinator, Puente Program
Counseling Division
Santa Ana College

Effective: July 30, 2021
Placement: III-15 \$121,014.56 /Year

Hiring of Temporary 1-Year Full-time Faculty Member

Cutkomp, Jeffrey
Assistant Professor/Counselor
Counseling Division
Santiago Canyon College

Effective: July 30, 2021 – June 4, 2022
Tentative Placement: III-9 \$101,072.93/Year

Hiring of Temporary Long-term Substitute (LTS)

Armstrong, Romelia
LTS Learning Disabilities Specialist
Disabled Students Programs & Services
Santiago Canyon College

Effective: August 16, 2021 – December 11, 2021
Hourly Rate: III-3 \$61.74

2021/2022 Banking Leave

Lopez, Jorge
Professor, Biology
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 16, 2021 – December 11, 2021
Banked LHE Withdrawal: 15 LHE

McKowan-Bourguignon, Lisa
Professor, Mathematics
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 16, 2021 – December 11, 2021
Banked LHE Withdrawal: 7 LHE

Ro, Kelly
Associate Professor, Mathematics
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 16, 2021 – December 11, 2021
Banked LHE Withdrawal: 15 LHE

Solheid, Christa
Professor, Mathematics
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 16, 2021 – December 11, 2021
Banked LHE Withdrawal: 9 LHE

FACULTY (CONT'D)

2021/2022 Contract Step Increase

Kim, Soona
Master Teacher, Santiago Canyon College
Child Development Services
Educational Services
District

Effective: July 1, 2021
Salary Placement: MT/BA-2 \$46,142.46/Year
(CSEA 888)

Mettler, Mary
Professor/Learning Disabilities Specialist
Disabled Student Programs & Services
Counseling & Student Support Services Division
Santiago Canyon College

Effective: August 16, 2021
Salary Placement: VII-C \$140,058.29/Year
(FARSCCD)

2021/2022 Contract Column Change

Escobar Pacheco, Ximena
Master Teacher/Assistant Director, SAC East
Child Development Services
District

Effective: July 1, 2020
From: MT/BA-5 \$48,911.54/Year
To: MT/MA-5 \$51,082.16/Year

Adjusted Contract Salary for 2021/2022

Pastrana, Leo
Counselor/Associate Professor
Counseling Division
Santa Ana College

Effective: July 31, 2020
From: V-14 \$124,800.25/Year
To: VI-14 \$128,356.56/Year

Additional 2020/2021 Contract Extension Days

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

Effective: June 1, 2021 – June 30, 2021
From: 27 Contract Extension Days
To: 31 Contract Extension Days
Contract Extension Rate: VII-15 \$593.23/Day

2021/2022 Contract Extension Days

Lockhart, Ann
Associate Professor/Counselor/Coordinator, CARE/
CalWORKS (EOPS)
Student Services
Santa Ana College

Effective: July 1 – July 22, 2021
Contract Extension: 4 Days
Contract Extension Rate: III-15 \$550.07/Day

FACULTY (CONT'D)

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

Elliott, Rodney L. Effective: June 28, 2021
Instructor, Criminal Justice/Firearms Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Human Services & Technology Division
Santa Ana College

Hernandez, Yessica Effective: August 16, 2021
Instructor, Nursing Science/Clinical Practice Hourly Lecture/Lab Rates: I-3 \$65.88/\$59.29
Science, Mathematics, & Health Sciences Division
Santa Ana College

Kerstein, Helen Effective: July 6, 2021
Instructor, English as a Second Language Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division
Santiago Canyon College

Quinones, Michael Effective: June 8, 2021
Instructor, Criminal Justice/Behavioral Health Hourly Lecture Rate: I-3 \$63.34
Human Services & Technology Division
Santa Ana College

Silvestre, Rosana N. Effective: June 22, 2021
Instructor, High School Subjects/ABE/GED/HiSET Hourly Lecture Rate: I-3 \$51.89
Continuing Education Division (CEC)
Santa Ana College

Phan, Vu Effective: June 28, 2021
Instructor, Math/Upward Bound Hourly Lecture Rate: II-3 \$53.19
Student Affairs
Santa Ana College

Non-paid Intern Service

Callejas, Karina Effective: July 1, 2021 – December 30, 2021
Graduate Intern College Affiliation: CSU, Fullerton
Center for Teacher Education Major: Higher Education
Counseling Division
Santa Ana College

Manya, Laiyatu Effective: August 5, 2021 – June 15, 2022
Clinical Psychology Intern College Affiliation: California Baptist University
Psychological Services Major: Clinical Psychology
Health & Wellness Center
Santiago Canyon College

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Rios, Geena
Educational Counseling Intern
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: July 1, 2021 – June 30, 2022
College Affiliation: University of La Verne
Major: Educational Counseling

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
JUNE 2021

**DIRECTOR OF ACCOUNTING, AUDIT AND ADVISORY SERVICES
JOB DESCRIPTION – CLASSIFIED SUPERVISORY**

GENERAL RESPONSIBILITIES

Directly responsible to the Assistant Vice Chancellor of Fiscal Services for the leadership and administration of the Accounting Department, Internal Audit, coordination with ITS regarding Fiscal Services matters, and other special projects related to Fiscal Services. Provides coordination, direction, and training in compliance with federal, state, county laws and regulations and district policies. Responsible for providing training in utilization of accounting systems. Assists in the development and control of the district's budget.

REPRESENTATIVE DUTIES

Supervises, assigns, trains and reviews the work of the accounting department and internal audit department; assists with authorizing budget transfers, requests for reimbursement and coding of purchase and personnel requisitions, assuring compliance with Title 5 regulations, community college accounting manual, and district policy; trains accounting staff, completes performance appraisals, acts as liaison in providing information to administrators, personnel and other consultants in the district on accounting matters; assists to coordinate year-end-financial closing with college budget centers and district personnel; analyzes accruals and carryover budgets; maintains the chart of accounts of the district and foundations to enable and facilitate accurate preparation of financial reports, making changes, additions, deletions and reclassifying existing accounts; maintains and updates desk procedures as necessary; assists to oversee and review the district budget, accounting transactions, bank reconciliations, balance sheet reconciliations, accounts payable and accounts receivable, and financial reports for categorical/special programs, assuring accuracy and compliance with Title 5 requirements and the Community College Budget and Accounting Manual; analyzes a variety of financial information, interacts with external auditors on all financial transactions for the district including any financial aspect of audits for special projects; oversees Internal Audit's districtwide risk assessment; reviews campus requests for advisory projects; develops and oversees the Annual Internal Audit and Advisory Plan based on risk and prioritized needs; reviews design and implementation of internal audit and advisory projects, internal audit reports and recommendations, communicates results to leadership and works collaboratively with leadership to address compliance issues and or mitigate risks; coordinates, maintains and balances the general ledger and the district budget with county officials assuring accuracy and compliance; reconciles faculty load banking records and implements financial transactions; is responsible for the federal student financial assistance program budgets, monitoring cash balances, and requesting funds as needed; coordinates financial aid payments and disbursements to students with the financial aid director; coordinates accounts receivable and collection of district awards and loans; responsible for developing implementing, and maintaining an integrated, automated financial management system; conducts training workshops for district staff in the proper utilization of the financial system for financial transactions related to all funds, including auxiliary operations and foundations; assures compliance with a variety of local, state and federal laws, codes and regulations, including Government Accounting Standards Board (GASB) regulations; works collaboratively with leadership at the district and the colleges to develop districtwide guidance on issues related to compliance, including implementation of new GASBs, internal controls and or financial reporting; in conjunction with ITS, responsible for the finance component of the district information system, liaisons among fiscal services department management and staff, ITS staff, and vendors to identify, define and document operational objectives and requirements; existing operational procedures and transactions, workflows, and issues; data collection and ownership, and information reporting requirements and responsibilities related to the use of the district information system package; responsible for regularly identifying business process improvements within fiscal services; coordinates and implements business process improvements within the division, between district departments, and or with campus Administrative Services as needed; performs related duties as required; develops and maintains excellent working relationship with all college and district staff.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
JUNE 2021

**DIRECTOR OF ACCOUNTING, AUDIT AND ADVISORY SERVICES
JOB DESCRIPTION – CLASSIFIED SUPERVISORY**

ORGANIZATIONAL RELATIONSHIP

This position reports to the Assistant Vice Chancellor of Fiscal Services. Responsible for the direct supervision of the accounting department staff and Internal Audit Manager.

QUALIFICATION GUIDE

TRAINING AND EXPERIENCE

Required: A Bachelor's Degree from a recognized four-year college or university with a major in accounting, business administration, finance; or a closely related field including or supplemented by at least 24 semester units in accounting. A minimum of five years of progressively responsible accounting experience, including at least two years of recent (within the last five years) financial management at a supervisory level.

Desirable: Master's degree in Accounting, Finance, or a related field; A valid license to practice as a Certified Public Accountant in California and experience in community college accounting; At least two years of audit experience; An active certificate to practice as a Certified Internal Auditor; Demonstrated experience managing and mentoring staff with varying degrees of technical capabilities is desirable.

DESIRABLE QUALIFICATIONS

Master's degree in Accounting, Finance, or a related field; A Certified Public Accountant (CPA) license; Experience working in a Community College within the State of California; Demonstrated experience managing and mentoring staff with varying degrees of technical capabilities.

KNOWLEDGE AND ABILITIES

Thorough Knowledge of: principles, practices and methods of general and governmental or school district accounting and budgeting; principles of management, supervision and training; legal, procedural and reporting requirements in school district financial work; principles of web related programs on the internet and the logic of basic programming; application of data processing to accounting and other business office transactions.

Ability to: communicate effectively both orally and in writing; plan, organize and control the activities in a business office; plan and organize a comprehensive internal auditing program; conduct and supervise investigations into potential cases of fraud or theft; analyze data and draw sound conclusions; prepare clear, complete, and concise reports; analyze situations accurately and adopt an effective course of action; effectively operate a personal computer, computer programs and financially related software; organize and direct work of others; develop, implement, interpret and apply a wide variety of governmental and department policies and regulations; establish and maintain cooperative working relationships with internal college and district personnel, external auditors, vendors, professional colleagues and representatives from various outside agencies. Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students, faculty, staff, and community.

Board Approval Date:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
JUNE 2021

**MANAGER OF BUDGET AND DISBURSEMENT SERVICES
JOB DESCRIPTION – CLASSIFIED SUPERVISORY**

GENERAL RESPONSIBILITIES

Under the direction of the Assistant Vice Chancellor of Fiscal Services, maintains responsibility for the budget, financial reporting, forecasting, analysis and other related fiscal budgetary services of the District. Coordinates the budget development, implementation and submission process for the District. Utilizes a thorough working knowledge of general budgeting processes, principles, and procedures of governmental budgeting, generally accepted accounting principles and procedures, significant cost analysis, and financial forecasting. Provides leadership and administration of the District Accounts Payable Department.

REPRESENTATIVE DUTIES

Assists in the development of administrative policies and procedures as they relate to the District budget; administers and directs the budget planning and development leading to the formulation of the tentative and adopted budget; evaluates budgetary proposals, analyzes performance, and develops alternative scenarios of the future prospects based on legislative and other revenue changes for both income and expense; Assists with the strategic budget development process over the daily budget operations and an annual calendar of analysis, forecasting, and multi-year projections; Prepares and develops analyses on various budget planning proposals; Develops decision support tools in spreadsheet format for maintaining funds and performing “what-if” calculations and analysis; Designs the budget systems and instructions for the preparation of annual and new budget plans, requests, and proposed operating budgets of individual budget administrators and/or units; Assists in the development of justification and explanatory material and strategy suggestions for annual negotiations and special request; Plans and directs internal and external reporting; acts as a liaison between the District and Federal, State, and local government agencies for interpretation of and advice on mandatory reporting requirements; Confers with the Assistant Vice Chancellor of Fiscal Services to discuss analysis of activities, costs, budgets, and forecasts to determine changes required to continue effective and efficient operations that support the District’s goals; Monitors and interprets the external environment to include legislative activities and laws affecting budget and resource analysis activities and responsibilities; develops and implements such programs, as necessary, to ensure District compliance; Directs the study of District budget proposals and makes recommendations for proposed future expenditures of the District; Conducts studies of complex budgetary operations in both computerized and manual systems, and leads others in the conduct of such work; Interviews and selects employees; Supervises, assigns, trains and reviews the work of the accounts payable department and budget analysts, plans and evaluates performance of assigned staff; establishes performance requirements and personal development targets; monitors performance and provides coaching for performance improvement and development; coordinates and arranges appropriate training for subordinates; Maintains currency of knowledge and skills related to the duties and responsibilities; Performs other related duties as assigned.

ORGANIZATIONAL RELATIONSHIP

This position reports to the Assistant Vice Chancellor of Fiscal Services. Responsible for the direct supervision of assigned staff.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
JUNE 2021

**MANAGER OF BUDGET AND DISBURSEMENT SERVICES
JOB DESCRIPTION – CLASSIFIED SUPERVISORY
(CONTINUED)**

QUALIFICATION GUIDE

TRAINING AND EXPERIENCE

Bachelor's degree in Accounting, Finance, or a related field and five years of related experience including demonstrated experience analyzing and interpreting complex and confidential financial data.

DESIRABLE QUALIFICATIONS

Master's degree in Accounting, Finance, or a related field; A Certified Public Accountant (CPA) license; Experience working in a Community College within the State of California; Demonstrated experience managing and mentoring staff with varying degrees of technical capabilities.

KNOWLEDGE AND ABILITIES

Knowledge of: Principles and methods of general accounting; Federal, State, and Local revenues and projections, laws and regulations; Budget planning and development process implementation; Forecasting analyses; Applying legislative changes and impacts to a budget; Advanced research methods and analysis techniques; forecasting analyses; Oral and written communication skills; Principles and practices of effective administration, supervision, and training; Operation of a computer and assigned software.

Ability to: Coordinate the budget development and submission process; Perform complex work within departmental policies and/or objectives; Maintain accurate and effective records of projects and the status of assignments; Communicate effectively orally and in writing, and make presentations of proposed systems to both financial and non-financial staff; Perform analyses and research; Evaluate alternatives and develop sound conclusions and recommendations; Prepare clear, concise, and comprehensive correspondences, reports, studies and other written materials; Handle confidential information and exercise independent judgment within general policy guidelines; Exercise tact and diplomacy in dealing with sensitive and complex issues and situations; Establish and maintain positive and effective working relationships with others; Provide tactical planning; Think critically and creatively; Organize complex projects or activities that are interdepartmental in scope; Be open to change and new methods in the assigned area of responsibility; Step in and provide back-up support in critical functions to meet and cover staff vacancies and absences; Be well organized, flexible, and manage multiple projects simultaneously; Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students, faculty, staff, and community.

Board Approval Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
CLASSIFIED
JULY 12, 2021

CLASSIFIEDTemporary to Contract

Campos, Daniela
 Job Developer (CL21-0007)
 Business Div./ SAC

Effective: June 21, 2021
 Grade 12, Step 1 \$54,102.19

Effective: July 1, 2021
 Grade 12, Step 1 \$56,266.28

Professional Growth Increments

Adame, Al
 Tech. Spec. I/ ITS

Effective: August 1, 2021
 Grade 13, Step 3 + 2PG (1000) \$66,276.89

Avalos, Jessica
 Administrative Clerk/ Child Dev. Services/
 Ed. Services

Effective: August 1, 2021
 Grade 10, Step 6 + 2.5%Bil + 7PG (3500)
 \$70,471.96

Dahl, Kayla
 Administrative Secretary/ Kinesiology/
 SAC

Effective: August 1, 2021
 Grade 12, Step 5 + 4PG (2000) \$70,496.05

Duenas, Jonnathan
 Sr. Account Clerk/ Career Ed & Workforce
 Dev./ SAC

Effective: August 1, 2021
 Grade 10, Step 3 + 4PG (2000) \$58,466.52

Farah, Amanda
 Administrative Secretary/ Public Affairs/
 SAC

Effective: August 1, 2021
 Grade 12, Step 3 + 3PG (1500) \$63,588.51

Hale, Kristine
 Science Lab Coord./ Science & Math/ SCC

Effective: August, 1, 2021
 Grade 13, Step 6 + 7.5%L + 7PG (3500)
 \$84,81.16

Lam, Natalie
 Financial Aid Analyst/ Financial Aid/ SAC

Effective: August 1, 2021
 Grade 11, Step 6 + 3PG (1500) \$69,780.42

Professional Growth Increments cont'd

Moreno, Maria Admissions & Records Spec. III/ Admissions/ SAC	Effective: August 1, 2021 Grade 10, Step 6 + 7.5%L + 2.5%Bil + 4PG (2000) \$73,872.35
Nguyen, Hung Business Systems Analyst/ Enrollment/ SAC	Effective: August 1, 2021 Grade 15, Step 6 + 5%L + 11PG (4000) \$92,352.51
Phan, Lieuthu Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: August 1, 2021 Grade 6, Step 4 + 2.5%Bil + 1PG (500) \$52,078.83
Vu, Amy Admissions & Records Spec. II/ Enrollment/ SAC	Effective: August 1, 2021 Grade 8, Step 4 + 3PG (1500) \$55,979.57

Out of Class Assignment

Aguilar, Sandra Administrative Secretary/ Continuing Ed./ OEC	Effective: 07/01/21 – 12/01/21 Grade 12, Step 6 + 7.5%L + 5PG (2500) \$79,776.04
Beiza, Rene Dir. Employment Serv., Diversity & Equity/ Human Resources/ District	Effective: 05/28/21 – 06/30/21 Grade F, Step 1 \$103,633.49 <i>Correction to salary placement</i> Effective: 07/01/21 – 06/30/22 Grade F, Step A \$ 106,773.39 <i>Supervisory</i>
Cadenas, Marlon Administrative Clerk/ EOPS/ SAC	Effective: 07/01/21 – 06/30/22 Grade 10, Step 2 + 1PG (500) \$54,271.03
Cardenas, Raul Tech. Specialist III/ ITS	Effective: 07/01/21 – 06/30/22 Grade 17, Step 5 + 3PG (1500) \$91,606.12
Esparza, Wenndy Student Services Coord./ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Grade 15, Step 2 + 5%L + 2.5%Bil + 7PG (3500) \$77,894.96
Gonzalez, Miguel Resource Dev. Coord/ Resource Dev./ Ed. Services	Effective: 07/01/21 – 06/30/22 Grade 16, Step 1 \$69,943.92

Out of Class Assignment cont'd

Hermen, Lisa Administrative Clerk/ Human Services & Tech./ SAC	Effective: 07/01/21 – 08/31/21 Grade 10, Step 1 + 5%L + 3PG (1000) \$54,742.50
Kawafuchi, Emily Student Services Coord./ Counseling/ SCC	Effective: 07/01/21 – 06/30/22 Grade 15, Step 2 \$69,204.61
Landa, Alejandra Director Special Programs/ Ed. Services <i>Supervisory</i>	Effective: 07/01/21 – 06/30/22 Grade H, Step A 94,814.33
Lopez Galicia, Jorge Admin.Clerk/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Grade 10, Step 3 + 5%L + 2.5%Bil \$60,701.51
Lozano Arriaga, Erick Tech. Specialist II/ ITS	Effective: 07/01/21 – 06/30/22 Grade 15, Step 5 + 5PG (2500) \$82,655.97
Mejia, Joanne Administrative Secretary/ Human Services & Tech./ SAC	Effective: 07/01/21 – 09/30/21 Grade 12, Step 6 \$71,884.69
Oropeza, Liliana Administrative Secretary/ Human Services & Tech./ SAC	Effective: 07/01/21 – 12/31/21 Grade 12, Step 5 + 3PG (1500) \$69,996.05
Poore, Jacob Dir. OC Center of Excellence/Ed. Services/ District <i>Supervisory</i>	Effective: 06/14/21 – 06/30/21 Grade F, Step 1 \$103663.49 Effective: 07/01/21 – 06/30/22 Grade F, Step A \$106,773.39
Ramirez, Leonardo Student Program Specialist/ DSPS/ SCC	Effective: 07/01/21 – 09/30/21 Grade 10, Step 6 \$65,338.50
Ruiz, Marbella Executive Secretary/ Ed. Services	Effective: 07/01/21 – 06/30/22 Grade 14, Step 5 \$75,935.60

Change in Salary Placement

Aguilar, Gina Sr. District Safety Officer/ District	Effective: July 4, 2021 Grade 13, Step 6 + 7.5% GY \$81,316.16 <i>Change in Shift</i>
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Change in Salary Placement cont'd

DeMaria, Steven District Safety Officer/ District	Effective: July 5, 2021 Grade 9, Step 6 + 7.5%L \$67,291.57 <i>Change in Shift</i>
Fouste, James Sr. District Safety Officer/ District	Effective: July 5, 2021 Grade 13, Step 6 \$75,642.94 <i>Change in Shift</i>
Gamero, Jeanne Sr. Clerk Comm. Dispatcher/ District Safety	Effective: June 7, 2021 Grade 8, Step 6 \$57,760.34 <i>Change in Shift</i>
Herndon, Timothy Sr. District Safety Officer/ District	Effective: July 4, 2021 Grade 13, Step 6 + 2.5%L + 5%SW \$81,316.16 <i>Change in Shift</i>
Quinonez Tapia, Edgar Sr. District Safety Officer/ District	Effective: June 16, 2021 Grade 13, Step 6 \$72,733.60 <i>Change in Shift</i>
Tray, Amy Accountant/ Child Dev. Services/ District	Effective: 03/01/21 Grade 13, Step 4 \$68,588.50 <i>Retro Step Increase</i>
Verduzco, Maria Curriculum Specialist/ Continuing Ed. CEC	Effective: 07/01/21 – 06/30/22 Grade 15, Step 4 + 7.5%L \$82,011.62 <i>Correction in Grade</i>

Leave of Absence

Espinosa, Laura Administrative Clerk/ Academic Affairs/ SCC	Effective: 07/01/21 - 06/30/22 Reason: FMLA-Intermittent
Giles, Veronica Audit Specialist/ Fiscal Services/ District	Effective: 07/01/21 – 06/30/22 Reason: FMLA-Intermittent

Ratification of Resignation/Retirement

Martinez, Michael Financial Aid Analyst/ SAC	Effective: June 15, 2021 Reason: Deceased
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Ratification of Resignation/Retirement cont'd

Sierra, Elizabeth Counseling Assistant/ Counseling/ SCC	Effective: July 5, 2021 Reason: Resignation
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CLASSIFIED HOURLY

New Appointments

Gosalia, Dimple Buyer (CL21-00063) Purchasing/ District	Effective: June 28, 2021 Grade 14, Step A \$28.74/Hour Effective: July 1, 2021 Grade 14, Step A \$29.89/Hour
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Professional Growth Increments

Palencia, Debora Instructional Assistant/ Science & Math/ SAC	Effective: August 1, 2021 Grade 5, Step A + 2PG (500) \$20.80/Hour \$ 41.67/Mo. PG
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Out of Class Assignment

Canett, Mark Dir, Special Programs/ Continuing Ed./SAC	Effective: 07/01/21 – 06/30/22 Grade H, Step A \$45.41/Hour <i>Supervisory</i>
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Castaneda, Cesar Student Program Specialist/ Student Services/ SAC	Effective: 06/07/21 – 06/30/21 Grade 10, Step A \$23.57/Hour
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Castaneda, Cesar Student Program Specialist/ Financial Aid/ SCC	Effective: 07/01/21 – 06/30/22 Grade 10, Step A \$24.52/Hour
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Gomez de Munoz, Veronica Student Program Spec/ Continuing Ed./ OEC	Effective: 06/10/21 – 06/30/21 Grade 10, Step A \$23.57/Hour
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Effective: 07/01/21 – 06/30/22 Grade 10, Step A \$24.52/Hour

Nguyen, Carrie Instructional Center Tech./ Counseling/ SAC	Effective: 07/01/21 – 06/30/22 Grade 7, Step A \$21.63/Hour
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Out of Class Assignment cont'd

Ramirez, Abigail Student Services Coord./ Counseling/ SAC	Effective: 07/01/21 – 06/30/22 Grade 15, Step A + 3PG (750) \$31.58/Hour + \$62.50/Mo. PG
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Leave of Absence

Leung, Sharon Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 12/06/21 – 12/10/21 02/07/22 – 02/11/22 04/04/22 – 04/08/22 05/09/22 – 05/13/22 Reason: Non-Work Days for 11 Month Contract
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Shah, Sumitra Learning Assistant/ Student Services/ SCC	Effective: 08/09/21 – 08/13/21 12/13/21 – 12/17/21 01/03/22 – 01/07/22 06/06/22 – 06/10/22 Reason: Non-Work Days for 11 Month Contract
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Tran, Vien Publications Assistant/ Human Services & Tech./ SAC	Effective: 07/12/21 – 07/23/21 01/03/22 – 01/28/22 06/06/22 – 06/24/22 Reason: Non-Work Days for 10 Month Contract
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Ratification of Resignation/Retirement

Lamb, Jason Student Program Specialist/ Student Services/ SAC	Effective: June 25, 2021 Reason: Resignation
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Le, Sophia Student Services Specialist/ EOPS/ SAC	Effective: June 15, 2021 Reason: Resignation
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Medina Alarcon, Alondra Instructional Assistant/ Humanities & Soc. Sci./ SAC	Effective: June 5, 2021 Reason: Resignation
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Morones, Griselda HS & Comm. Outreach Spec./ Counseling/ SCC	Effective: June 30, 2021 Reason: Resignation
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Ratification of Resignation/Retirement cont'd

Nguyen, Joseph Instructional Assistant/ Business Div./ SAC	Effective: June 30, 2021 Reason: Retirement
Samodumov, Stephan Custodian/ Admin. Services/ SCC	Effective: July 17, 2021 Reason: Resignation
Ramirez, Liliana Student Services Coord./ Student Services/ SCC	Effective: July 15, 2021 Reason: Resignation
Villapando, Alma Instructional Assistant/ Continuing Ed./ CEC	Effective: June 15, 2021 Reason: Resignation

TEMPORARY ASSIGNMENT

Short Term Assignment

Bagheri, Rod Accompanist/ Fine & Performing Arts/ SAC	Effective: 08/23/21 – 12/12/21 Grade 10, Step A \$24.52/Hour
Castro, America Student Program Spec./ Student Services/ SCC	Effective: 07/13/21 – 06/30/22 Grade 10, Step A \$24.52/Hour
Castro, America Student Program Spec./ Counseling/ SCC	Effective: 07/13/21 – 06/30/22 Grade 10, Step A \$24.62/Hour
Chavez, Graciela Custodian/ Continuing Ed./ OEC	Effective: 07/13/21 – 06/30/22 Grade 4, Step A \$19.44/Hour
Hoy, Djanice Instructional Assistant/ Math & Science/ SCC	Effective: 08/08/21 - 12/31/21 Grade 5, Step A \$20.08/Hour
Marquez, Cristina Admissions & Records Spec. III/ Business & Career Ed./ SCC	Effective: 07/13/21 – 12/31/21 Grade 10, Step A \$24.52/Hour
Morand, Alexander Instructional Assistant/ Math & Science/ SCC	Effective: 08/08/21 – 12/31/21 Grade 5, Step A \$20.08/Hour

Short Term Assignment cont'd

Plascencia, Cynthia Auxiliary Services Spec./ Admin. Services/ SAC	Effective: 07/13/21 – 06/30/22 Grade 10, Step A \$24.62/Hour
Rodil, Jessamine Learning Facilitator/ Student Services/ SAC	Effective: 07/01/21 – 08/08/21 Grade 8, Step A \$22.51/Hour
Sandoval, Christopher Sr. Account Clerk/ Public Affairs/ SAC	Effective: 07/13/21 – 12/31/21 Grade 10, Step A \$24.52/Hour
Tapia, Julian Cashier/ Auxiliary Services/ SAC	Effective: 07/13/21 – 06/30/22 Grade 3, Step A \$18.83/Hour
Vazquez, Erika Instructional Assistant/ Math & Science/ SCC	Effective: 08/08/21 – 12/31/21 Grade 5, Step A \$20.08/Hour

Change in Temporary Assignment

Chavez Barajas, Amelia Custodian/ Admin. Services/ SAC	Effective: 07/01/21 – 03/31/22 Grade 4, Step A \$19.44/Hour
Dang, Thanh T. Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 5, Step A \$20.08/Hour
Fisher, Ivette Library Clerk/ Fine & Performing Arts/ SAC	Effective: 07/01/21 – 08/05/21 Grade 6, Step A \$20.80/Hour
Hoy, Djanice Instructional Assistant/ Math & Science/ SCC	Effective: 06/07/21 – 08/07/21 Grade 5, Step A \$20.08/hour
Miramontes, Denise Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 5, Step A \$20.08/Hour

Change in Temporary Assignment cont'd

Morand, Alexander
Instructional Assistant/ Math & Science/
SCC

Effective: 06/07/21 – 08/07/21
Grade 5, Step A \$20.08/Hour

Pham, Vinh
Instructional Assistant/ Science & Math/
SAC

Effective: 07/01/21 – 06/30/22
Grade 5, Step A \$20.08/Hour

Salizar, Arturo
Instructional Assistant/Science & Math/
SAC

Effective: 07/01/21 – 06/30/22
Grade 5, Step A \$20.08/Hour

Vazquez, Erika
Instructional Assistant/ Math & Science/
SCC

Effective: 06/07/21 – 08/07/21
Grade 5, Step A \$20.08/Hour

Additional Hours for Ongoing Assignment

Ayala, Michelle
Job Developer/ Student Services/ SAC

Effective: 07/01/21 – 06/30/22
Not to exceed 19 consecutive days in any
given period.

Cintron, Veronica
Sr. Account Clerk/ Continuing Ed./ CEC

Effective: 07/01/21 – 06/30/22
Not to exceed 19 consecutive days in any
given period.

Gilbert, Jessica
Administrative Clerk/ Instructional
Effectiveness & Learning/ SCC

Effective: 06/07/21 – 08/06/21
Not to exceed 19 consecutive days in any
given period.

Gomez de Munoz, Veronica
Student Program Spec./ Continuing Ed./
OEC

Effective: 06/10/21 – 06/30/22
Not to exceed 19 consecutive days in any
given period.

Heim, Tracy
Intermediate Clerk/ Student Services/
SCC

Effective: 06/01/21 – 06/30/22
Not to exceed 19 consecutive days in any
given period.

Hernandez, Louis
Cashier/ Auxiliary Services/ SCC

Effective: 07/13/21 – 06/30/22
Not to exceed 19 consecutive days in any
given period.

Additional Hours for Ongoing Assignment cont'd

Medina La Rosa, Jorge Instructional Assistant/ Student Services/ SAC	Effective: 07/24/21 – 08/08/21 Not to exceed 19 consecutive days in any given period.
Mendez, Mayra Administrative Clerk/ Student Services/ SAC	Effective: 06/14/21 – 06/30/21 Not to exceed 19 consecutive days in any given period.
Nguyen, Jay Admissions & Records Spec. I/ Student Services/SCC	Effective: 07/01/21 – 12/31/21 Not to exceed 19 consecutive days in any given period.
Plascencia, Ambar Sr. Clerk/ Academic Affairs/ SAC	Effective: 07/01/21 – 09/30/21 Not to exceed 19 consecutive days in any given period.
Prochazka, Ana Instructional Assistant-DSPS/ Continuing Ed. /OEC	Effective: 6/07/21 – 06/10/21 Not to exceed 19 consecutive days in any given period.
Ramirez, Liliana Student Services Coord./ Student Services/ SCC	Effective: 07/01/21 – 08/31/21 Not to exceed 19 consecutive days in any given period.
Rodriguez, Natalie Counseling Assistant/ Counseling/ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Siegel, Sue Cashier/ Admin. Services/ SAC	Effective: 07/13/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Arlanzon Martinez, Shamir Custodian/ Admin. Services/ SCC	Effective: 07/01/21 – 06/30/22
Bravo, Johnny Custodian/ Admin. Services/ SCC	Effective: 07/01/21 – 06/30/22
Castaneda Ramirez, Cesar Student Program Specialist/ Student Services/ SAC	Effective: 06/07/21 – 12/31/21 Not to exceed 19 consecutive days in any given period.

Substitute Assignments cont'd

Castaneda Reyes, Juan Custodian/ Admin. Services/ SCC	Effective: 07/01/21 – 06/30/22
Chavez, Graciela Custodian/ Admin. Services/ SCC	Effective: 07/13/21 – 06/30/22
Furlong Diaz, Linda Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Gomez Vallego, Hugo Custodian/ Admin. Services/ SCC	Effective: 07/01/21 – 06/30/22
Guillen, Sandra Student Services Spec./ Student Services/ SAC	Effective: 07/01/21 – 12/31/21
Hong, Tammy Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Lopez, Frances Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Martin, Andres Admin. Clerk/ Counseling/ SCC	Effective: 06/21/21 – 06/30/21
Montes, Janet Student Services Coord./ Student Services/ SCC	Effective: 07/01/21 – 08/31/21
Nazari, Zahra Business Services Coord./ SBDC/ Ed. Services	Effective: 06/07/21 – 06/11/21
Nguyen, Carrie C. Instructional Center Tech./ Counseling/ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Nguyen, Tung Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.

Substitute Assignments cont'd

Ochoa, Carmen Sr. Clerk/ Student Services/ SAC	Effective: 06/22/21 – 12/31/21
Peralta, Amanda Learning Facilitator/ Student Services/ SCC	Effective: 07/01/21 – 06/30/22
Phamle, Skyler Student Services Spec./ Enrollment/ SCC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Ramirez Velasquez, Alejandro Student Services Coord./ Enrollment/ SCC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Ramirez, Abigail Student Services Coord./ Counseling/ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Reynolds, Noel DSPS Specialist/ Counseling/ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Tucker, David Mail Warehouse Assistant/ Business Operations/ District	Effective: 07/01/21 – 09/30/21
Vollucci, Deinyell Instructional Assistant/ Human Services & Tech./ SAC	Effective: 08/23/21 – 06/05/22

MISCELLANEOUS POSITIONS

Barth, Steven Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Childs, Wendy Sign Language Interpreter II/ Student Services/ SAC	Effective: 07/01/21 – 06/30/22

MISCELLANEOUS POSITIONS cont'd

Childs, Wendy Sign Language Interpreter II/ Student Services/ SCC	Effective: 07/01/21 – 06/30/22
Colondres, Hilda Sign Language Interpreter VII/ Student Services/ SCC	Effective: 07/01/21 – 06/30/22
Crisp, Anthony Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Drevlow, Laurie Sign Language Interpreter VII/ Student Services/ SAC	Effective: 07/01/21 – 06/30/22
Drevlow, Laurie Sign Language Interpreter VII/ Enrollment Support Services/ SCC	Effective: 07/01/21 – 06/30/22
Fernandez Mares, Alberto Coaching Assistant/ Kinesiology/ SAC	Effective: 06/16/2021
Foreman, James Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Griffin, Ernest K. Coaching Assistant/ Kinesiology/ SAC	Effective: 06/16/2021
Guglielmana, James Coaching Assistant/ Kinesiology/ SAC	Effective: 06/16/2021
Inouye, Chris Sign Language Interpreter III/ Enrollment Support Services/ SCC	Effective: 07/01/21 – 06/30/22
Kouhfallah, Farhad Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22

MISCELLANEOUS POSITIONS cont'd

Loyola, Hugo Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Lynch, OJ Coaching Assistant/ Kinesiology/ SAC	Effective: 06/15/21
Maldonado, Elizabeth Sign Language Interpreter II/ Student Services/ SAC	Effective: 07/01/21 – 06/30/22
Maldonado, Elizabeth Sign Language Interpreter II/ Enrollment Support Services/ SCC	Effective: 07/01/21 – 06/30/22
Nelson, James Coaching Assistant/ Kinesiology/ SAC	Effective: 06/28/21
Nguyen, Vivian Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Oliva, Jude Coaching Assistant/ Kinesiology/ SAC	Effective: 06/15/21
Peeples, Johnnie Coaching Assistant/ Kinesiology/ SAC	Effective: 06/15/2021
Quezada, Joshua Coaching Assistant/ Kinesiology/ SAC	Effective: 06/16/2021
Roberts, Paul Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Roller, Joshua Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Ryan, Brendan Business Expert Professional II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22

MISCELLANEOUS POSITIONS cont'd

Shiba, Lisa Sign Language Interpreter IV/ Enrollment Support Services/ SCC	Effective: 07/01/21 – 06/30/22
Solis, Antonio Coaching Assistant/ Kinesiology/ SAC	Effective: 06/28/21
Vazquez, Emely Health Educator/ Student Services/ SAC	Effective: 07/01/21 – 06/30/22
Varga, Thomas Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/21 – 06/30/22
Woolard, Abigail Sign Language Interpreter VII/ Student Services/ SAC	Effective: 07/01/21 – 06/30/22
Woolard, Abigail Sign Language Interpreter VII/ Enrollment Support Services/ SCC	Effective: 07/01/21 – 06/30/22
Woolard, Caleb Sign Language Interpreter VII/ Student Services/ SAC	Effective: 07/01/21 – 06/30/22

Instructional Associates/Associate Assistants

Criminal Justice Carmona, Jonathan	Effective: 07/13/21
Nursing Keene, Christina	Effective: 07/13/21

COMMUNITY SERVICE PRESENTERS

Stipends Effective January 10 – 31, 2021

Rudd, James	Amount: \$296.10
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Stipends Effective April 10 – 31, 2021

Rudd, James	Amount: \$937.65
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COMMUNITY SERVICE PRESENTERS cont'd

Stipends Effective May 10 – 31, 2021

Rudd, James Amount: \$1,184.40

Stipends Effective June 10 – 11, 2021

Rudd, James Amount: \$284.74

VOLUNTEERS

Carmona, Alexis Effective: 07/13/21 – 06/30/22
Volunteer/ Kinesiology/ SAC

Ross, Alexis Effective: 07/13/21 – 06/30/22
Volunteer/ Kinesiology/ SAC

SANTA ANA COLLEGE
STUDENT ASSISTANT HIRE LIST

Alamilla, Susan M.	Effective: 07/01/21-06/30/22
Aviles, Fatima E.	Effective: 07/01/21-06/30/22
Barreto, Mariana	Effective: 07/01/21-06/30/22
Blanco-Hernandez, Ines	Effective: 07/01/21-06/30/22
Bottros, Treiza G.	Effective: 07/01/21-06/30/22
Castrejon, Damaris S.	Effective: 07/01/21-06/30/22
Castro, Leticia	Effective: 07/01/21-06/30/22
Ceja, Jessica M.	Effective: 07/01/21-06/30/22
Cruz Alfaro, Blanca R.	Effective: 07/01/21-06/30/22
De la Luz, Lucia	Effective: 07/01/21-06/30/22
Diaz, Alondra	Effective: 07/01/21-06/30/22
Dudley Frear, Megan E.	Effective: 07/01/21-06/30/22
Espinoza Alvarez, Marimar	Effective: 07/01/21-06/30/22
Garcia, Rebeca	Effective: 07/01/21-06/30/22
Guerrero, Natalie	Effective: 07/01/21-06/30/22
Higareda, Maria G.	Effective: 07/01/21-06/30/22
Longoria, Sabrina D.	Effective: 07/01/21-06/30/22
Lopez, Juan	Effective: 07/12/21-06/30/22
Munoz, Sonia D.	Effective: 07/01/21-06/30/22
Oliveros, Jacqueline	Effective: 07/01/21-06/30/22
Palestino, Patricia	Effective: 07/01/21-06/30/22
Palacios, Brenda	Effective: 07/01/21-06/30/22
Payan, Crystal M.	Effective: 07/01/21-06/30/22
Ponce, Alejandra Y.	Effective: 07/01/21-06/30/22
Ramirez, EvaNichole	Effective: 07/01/21-06/30/22
Reyes, Gustavo A.	Effective: 07/01/21-06/30/22
Sanchez, Stephanie	Effective: 07/01/21-06/30/22
Segura, Denise C.	Effective: 07/01/21-06/30/22

Solheid, Jackson E. Effective: 07/01/21-06/30/22

**SANTA ANA COLLEGE
STUDENT ASSISTANT HIRE LIST cont'd**

Tamallo, Jacqueline Effective: 07/01/21-06/30/22
Valenzuela Galvez, Adriana Effective: 07/01/21-06/30/22
VU, Michelle Effective: 07/01/21-06/30/22
Zuniga, Angel J. Effective: 07/01/21-06/30/22

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT HIRE LIST**

De laTorre, Robert Effective: 07/01/2021 – 06/30/2022
Garcia, Anahi Effective: 07/01/2021 – 06/30/2022
Gonzalez, Gemma Effective: 07/01/2021 – 06/30/2022
Hodgson, Emily Effective: 07/01/2021 – 06/30/2022
Motan, Summer Effective: 07/01/2021 – 06/30/2022
Motan, Summer Effective: 07/01/2021 – 06/30/2022
Rios, Marcel Effective: 07/01/2021 – 06/30/2022
Ruiz, Ashley Effective: 07/01/2021 – 06/30/2022
Satele, Addison Effective: 07/01/2021 – 06/30/2022

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: July 12, 2021
Re:	Presentation of Child Development Centers – California School Employees Association (CSEA) Chapter 888 Initial Bargaining Proposal to Rancho Santiago Community College District	
Action:	Receipt of Initial Bargaining Proposal and Approval to Schedule Public Hearing	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Child Development Centers – CSEA Chapter 888 initial bargaining proposal to the Rancho Santiago Community College District is presented for your information and public review. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its August 9, 2021 meeting.

RECOMMENDATION

It is recommended that the board receive and file the Child Development Centers – CSEA Chapter 888 initial bargaining proposal to RSCCD and schedule a public hearing for its August 9, 2021, meeting.

Fiscal Impact: None at this time	Board Date: July 12, 2021
Prepared by: Elvia Garcia, Assistant to the Vice Chancellor, Human Resources	
Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

Initial Proposal of
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
And Its
Rancho Santiago Community College District CDC Chapter 888
2021-2024 Successor

The California School Employees Association and its Rancho Santiago Community College District's Child Development Center Chapter 888 (CSEA) with this initial proposal notifies Rancho Santiago Community College District of CSEA's intent to modify or amend the contract per Article 23.1 of the collective bargaining agreement. CSEA is presenting our proposal for public discussion in accordance with Government Code §3547:

Article 2 – Evaluation

- CSEA has an interest in clarifying language reflecting current practices.

Article 3 – Leaves

- CSEA has an interest in professional growth leave for unit members to better serve as mentors to practicum students and support the District's child development program.
- CSEA has an interest clarifying language to reflecting current practices.

Article 8 – Wages and Hours

- CSEA has an interest in an increase to the salary schedule
- CSEA has an interest in establishing longevity benefits.
- CSEA has an interest in language addressing modified hours and schedules.
- CSEA has an interest in defining a set time for when a classroom is assigned to a teacher.
- CSEA has an interest in language addressing dismissal time.

Article 11 – Health and Welfare

- CSEA has an interest in increasing district contributions for health and welfare benefits including Retiree Coverage.

Article 14 – Health and Safety

- CSEA has an interest in establishing leave usage for required health and safety requirements for program requirements.

Article 21 – Professional Responsibility and Workload

- CSEA has an interest in modifying the caseload and time for planning and assessment activities.

Should you have any questions or concerns please contact me.

Sincerely,

A handwritten signature in cursive script that reads "C. Candela".

Catherine Candela
President, CSEA Chapter 888
Signed on
6/9/2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To: Board of Trustees	Date: July 12, 2021
Re: Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Centers - California School Employees Association (CSEA) Chapter 888	
Action: Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's Initial bargaining proposal to the Child Development Centers, CSEA Chapter 888 is presented for information and public review. The Government code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

RECOMMENDATION

It is recommended that the board receive and file the RSCCD initial bargaining proposal to the Child Development Centers - CSEA Chapter 888 and schedule a public hearing for its August 9, 2021, meeting.

Fiscal Impact: None at this time	Board Date: July 12, 2021
Prepared by: Elvia Garcia, Assistant to the Vice Chancellor, Human Resources	
Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BARGAINING PROPOSAL TO THE
CHILD DEVELOPMENT CENTERS
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) CHAPTER 888
2021 - 2024**

The Rancho Santiago Community College District presents this initial bargaining proposal per Article 23.1, to the California School Employees Association (CSEA) and its Rancho Santiago Community College Districts Child Development Centers Chapter 888 for the 2021-2024 term.

Article 2 – Evaluation

- The District has an interest in clarifying language regarding the procedures for evaluation.
- The District has an interest in discussing and formalizing forms utilized in the evaluation process.

Article 8 – Wages and Hours

- The District has an interest in maintaining a salary schedule supported by the appropriate categorical funds.

Article 9 – Transfers

- The District has an interest in clarifying language related to the transfer process.

Article 11 – Health and Welfare

- The District has an interest in maintaining the District contributions for health and welfare benefits as supported by the appropriate categorical funds.

Article 12 – Professional Responsibility and Workload

- The District has an interest in discussing professional responsibility, workload, planning/assessment and lab school related activities.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: July 12, 2021
Re:	Approval of 3% Increase to the Chancellor’s Salary, Fringe Benefits, and Allowance Pursuant to Chancellor Employment Agreement.	
Action:	Request for Approval	

BACKGROUND

On November 9, 2020, the Board approved a 1.75% increase to the salary, fringe benefit, and allowance for Marvin Martinez, Chancellor, pursuant to the terms of his employment agreement when hired effective July 1, 2019.

ANALYSIS

Marvin Martinez, Chancellor, received his annual review on June 21, 2021. The Chancellor’s employment agreement entitles him to merit based increases ranging from zero (0) and three (3) percent following receipt of an evaluation in which the Board determines that the agreed upon goals have been met. Per recommendation, the salary, fringe benefit, and allowance is to be increased by 3% effective July 1, 2021.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 3% increase to the salary, fringe benefit, and allowance for Marvin Martinez, Chancellor, as presented.

Fiscal Impact: July 1, 2019 Employment Agreement Attached	Board Date: July 12, 2021
Prepared by: Penny Wilkerson, Human Resources Analyst	
Submitted by: Cheng-Yu Hou, Vice Chancellor, Human Resources	
Recommended by: Cheng Yu Hou, Vice Chancellor, Human Resources	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

July 12, 2021

MANAGEMENT

Increase of 3% to Salary/Fringe Benefit/Allowance Pursuant to Employment Agreement/Attachment #1

Martinez, Marvin
Chancellor
District

Effective: July 1, 2021
Salary: \$326,983.80/Year
TSA Fringe Benefit: \$628.82/Month
Car Allowance: \$524.01/Month

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CHANCELLOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District ("District"), through the Board of Trustees ("Board") of the District, on the one hand, and Marvin R. Martinez ("Chancellor"), on the other hand, hereby enter into this Chancellor Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Chancellor are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** District, pursuant to Board Policy 2431, hereby employs Chancellor in the position of Chancellor of the District ("Position"). Chancellor is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.

3. **Term.** This Agreement supersedes any and all prior written and oral agreements and shall be in effect for the two (2) year period beginning on July 1, 2019 and remain in effect until June 30, 2021, unless terminated sooner by the parties, or amended by the Parties. The Board of Trustees shall send to Chancellor written notice of non-renewal by June 30th of the last year of the Agreement. If, prior to June 30th of the last year of this Agreement, the District does not send or deliver a written notice to Chancellor that this Agreement shall not be extended for an additional year, then this Agreement shall be automatically extended for an additional year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. Such nonrenewal shall be at the sole discretion of the Board of Trustees acting with or without cause.

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Chancellor agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Chancellor by the Board. Chancellor is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board may adopt or amend the job description for the Position. Chancellor may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Chancellor or interfere with Chancellor's duties. In those cases in which Chancellor engages in outside professional activities which generate compensation for services provided, Chancellor shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Board, may transfer or reassign Chancellor to any position within the District for which Chancellor is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Chancellor due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Chancellor in the amount of Three Hundred Twelve Thousand Dollars (\$312,000.00) per academic year (July 1st through June 30th), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Chancellor during

the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Chancellor is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. Merit Based Increases. The Board and the Chancellor shall establish goals within the first sixty (60) days of this contract and prior to June 30, of each year thereafter for the subsequent school year. Satisfactory achievement of the mutually agreed upon goals shall entitle the Chancellor to a merit increase to base salary commencing July 1, 2020, following receipt of an evaluation in which the Board determines that the agreed upon goals have been met. Thus, the Chancellor shall be eligible for a merit based increase effective July 1, 2020 based on goals established in the summer of 2019 for the 2019-20 school year. The amount of all merit based increases shall be determined by the Board in its sole discretion following input from the Chancellor and shall range between zero (0) and three percent (3%) based on the Chancellor's performance evaluation.

9. Automobile Allowance. The District shall pay the Chancellor an automobile allowance of Five Hundred Dollars (\$500) per month payable on the first day of each month succeeding any month in which services are rendered under this Agreement.

10. Home Technology. So that the Chancellor shall be able to perform work on behalf of the District at his home, the District shall provide a laptop computer, printer, and fax machine, to the Chancellor for the Chancellor's home office. Such equipment shall be purchased, installed, and maintained at District expense. District shall also provide Chancellor with a cell phone at the District's expense.

11. Work Year. Chancellor is a full-time employee of the District with a work year of twelve (12) months per year. Chancellor is entitled to be absent during District-designated holidays. The Board may add or reduce the number of District-designated holidays.

12. Health and Welfare Benefits. District shall provide Chancellor with the same health and welfare benefits as currently approved or as subsequently modified by the Board for all District administrators.

13. Vacation. Chancellor shall accrue twenty five (25) vacation days per year of service. Chancellor may not accumulate more than fifty four (54) days of unused vacation as of July 1 of any academic year.

14. Leaves. Chancellor shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

15. Teaching Assignments. Subject to Board approval, and presuming that Chancellor meets minimum qualifications, Chancellor may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Chancellor's service in the Position.

16. Professional Meetings and Activities. All reasonable and necessary expenses of attendance by Chancellor at such a meeting or activity shall be paid by District only if approved by the Board of Trustees.

17. Tax-Sheltered Annuity. During each academic year (July 1 through June 30) during the term of this Agreement, District shall contribute Six Hundred Dollars (\$600) per month to a tax-sheltered annuity selected by Chancellor.

18. **Professional Expenses Allowance.** Because the Position requires attendance at various local professional activities on behalf of District, Chancellor shall be entitled to charge on a credit card to be issued by the District up to (\$1,000) per month to pay for costs associated with such activities. Reimbursement for conference expenses shall be paid in accordance with Board Policy and procedures.

19. **Evaluation.** Chancellor may be evaluated by the Board at any time, but not less than once per year. The Board's formal evaluation of Chancellor shall be pursuant to Board Policy 2435. In this regard, District and the Chancellor acknowledge that the employment relationship between the Board and Chancellor is unique, special and important. This relationship requires regular communication and feedback.

20. **Retreat Rights.** The faculty retreat rights for Chancellor, shall be in accordance with Section 87458 of the *Education Code*. Chancellor has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

21. **Dismissal or Imposition of Penalties during the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, the grounds for dismissal or for imposition of penalties on Chancellor during the term of this Agreement shall be for dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Chancellor shall be entitled to due process protections as required by law.

22. **Resignation.** Chancellor may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board, or upon a shorter period of time as may be approved by the Board. Chancellor shall notify Board promptly if he becomes a finalist for any other position.

23. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Section 21 of this Agreement, the maximum cash settlement that Chancellor may receive shall be an amount equal to the monthly salary of Chancellor multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Chancellor multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Chancellor finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

24. **Medical Examination.** Upon request of the Board, Chancellor agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Chancellor is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board indicating whether Chancellor is able, with or without reasonable accommodation, to perform the essential functions of the Position.

25. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

26. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

27. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

28. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the Education Code, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

29. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board.

30. **Notice.** All notices between the Parties must be in writing, and must be delivered by the parties by way of U.S. mail. Notice for the District and the Chancellor shall be delivered as specified below:

Address to District: President of the Board
Rancho Santiago Community College District
2323 N. Broadway, Suite 410
Santa Ana, California 92706-1640

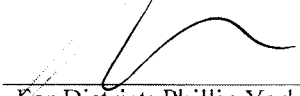
Copy to: Ruben Smith, Esq.
AlvaradoSmith
1 MacArthur Place, Suite 200
Santa Ana, CA 92707

Address to Chancellor: Rancho Santiago Community College District
2323 N. Broadway, Suite 410
Santa Ana, California 92706-1640

SIGNATURES ON FOLLOWING PAGE

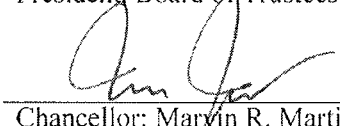
The Parties have duly executed this Agreement on the dates indicated below.

Rancho Santiago Community College District



For District: Phillip Yarbrough
President, Board of Trustees

5-31-19
Date



Chancellor: Maryin R. Martinez

5/30/19
Date

EXHIBIT "A"

ARBITRATION PROCEDURES

ATTACHMENT "A"

ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Covenant to Mediate And Arbitrate All Employment Disputes. We, the undersigned, do hereby agree and covenant to submit all manner of causes of action, controversies, differences, claims or demands of any kind relating to or growing out of this contract of employment to a two-step dispute resolution process administered by Judicial Arbitration & Mediation Services/Endispute (hereinafter "J.A.M.S."). This two-step process shall begin with mediation before a retired judge or justice from the J.A.M.S. panel followed, if necessary, by binding arbitration before the same or another retired judge or justice from the J.A.M.S. panel to be agreed upon. The Employee and the District hereby agree that any dispute, claim or controversy arising out of the employment relationship, including, but not limited to, alleged violations of the individual Employment Agreement, alleged violation(s) of federal, state and/or local statutes, including those prohibiting harassment and discrimination, (Title VII of the Civil Rights Act of 1964 as amended; The Age Discrimination In Employment Act; The Americans With Disabilities Act; The Equal Pay Act, The Civil Rights Acts of 1866, 1871 and 1991; Title IX in 20 U.S.C. section 1681; The Rehabilitation Act of 1983; The Fair Employment and Housing Act, etc.) and any other claims, including alleged violations of any federal and/or state constitutional provisions and of any provisions in the Education Code, which cannot be resolved through informal and confidential discussions, SHALL BE SUBMITTED TO MEDIATION, AND IF MEDIATION IS UNSUCCESSFUL, TO BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR. The parties to this agreement fully and completely understand that the effect of this agreement will result in the waiver of any right to trial by jury that may otherwise have been available to the parties absent this agreement. With this understanding, the parties freely, knowingly and voluntarily enter into this agreement with knowledge of it consequences including the waiver of trial by jury.

Step 1 Mediation.

Initiating Mediation. Any party to this agreement may demand mediation at any time by serving a written demand in person or by registered, certified or federal express mail and also serving a copy of the demand and of the dispute resolution agreement on the Chief Operating Officer, Operations Manager or Contract Dispute Resolution Administrator at the nearest or most convenient office of J.A.M.S. The written demand shall set forth the names, addresses, telephone number and fax numbers of all parties to the contract of employment and brief synopsis of the claim, controversy, difference, or disputed matters and a proposed solution to the problem.

Selection of Mediator. Within ten (10) days of service of the demand upon J.A.M.S., the Administrator will contact all interested parties to select a mutually agreeable mediator. If the parties have no particular mediator in mind, or cannot agree on a mediator, the Administrator will submit a list of mediators, and their resumes numbering one more than there are parties. Each party may then strike one name and the Administrator will designate the mediator from the list of remaining names.

Enforcement of Agreement. Failure of any party to participate in this mediation process or to designate or strike a name for mediator will not operate to delay or prevent this mediation process. The parties hereby agree that the mediation provisions of this agreement may be enforced by the same manner as an arbitration agreement. The mediation provisions may be enforced by petition to any court or general jurisdiction for the appointment of a mediator in the same manner as a petition for the appointment of an arbitrator. Further the parties agree the court may award attorneys fees and costs to the prevailing party in any proceeding to enforce this mediation agreement.

Hearings — Scheduling/Parties Present. After the mediator has been selected, the parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than thirty (30) days after the date the mediator

was selected. The parties understand and agree that, besides counsel retained at each party's own expense, a representative from each side with full settlement authority will be present at all mediation conferences unless excused by the mediator. In addition, each party may bring such additional persons as needed to respond to questions, contribute information and participate in the negotiations. The number of additional persons may be agreed upon in advance with the assistance and advice of the mediator.

Discovery. In the event any party has substantial need for information in the possession of another party to prepare for the mediation conference(s), the parties shall attempt in good faith to agree upon procedures for the expeditious exchange of information with the help of the mediator, if required.

Position Papers. No later than one week before the first scheduled mediation session, each party shall deliver a concise written summary of its position together with any appropriate documents, views and a proposed solution to the matters in controversy to the mediator and also serve a copy on all other parties.

Participation by Mediator. Once familiar with the case, the mediator will, if requested by the parties, give an opinion of the probable outcome of the case and the range of value, both in terms of settlement and arbitration hearing, if the matter were to be litigated before an arbitrator. The mediator will, without an instruction from the parties to the contrary, give recommendations on terms of possible settlement conditions to be imposed upon the parties (if appropriate). The mediator's opinion shall be based on the material and information then available to all parties, excluding any information given to the mediator in confidence during a separate caucus. The opinions and recommendations of the mediator are not binding on the parties.

Fees and Costs. The fees and costs of the mediation shall conform to the then current fee schedule at J.A.M.S. and, in the absence of an agreement to the contrary, will be borne equally by all parties.

Confidentiality of Proceedings. The mediation process is to be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The parties hereto agree that the provisions of California Evidence Code § 1152.5 shall apply to any mediation conducted hereunder. Subdivisions (a) and (b) of California Evidence Code § 1152.5 provide as follows:

"(a) Subject to the conditions and exceptions provided in this section, when persons agree to conduct and participate in a mediation for the purpose of compromising, settling, or resolving a dispute:

- (1) Evidence of anything said or of any admissions made in the course of the mediation is not admissible in evidence, and disclosure of any such evidence shall not be compelled, in any civil action in which, pursuant to law, testimony can be compelled to be given.
- (2) Unless the document otherwise provides, no document prepared for the purpose of, or in the course of, or pursuant to, the mediation, or copy thereof, is admissible in evidence, and disclosure of any such document shall not be compelled, in any civil action in which, pursuant to law, testimony can be compelled to be given.

(b) Subdivision (a) does not limit the admissibility of evidence if all persons who conducted or otherwise participated in the mediation consent to its disclosure."

The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views and opinions including impeachment, in any litigation or other proceeding subject to discovery or admissible in is not excluded from discovery or admission in evidence simply as a result of it having been used in connection with this settlement process.

Termination of Mediation Process. The mediation process shall continue until the matter is resolved or the mediator makes a good faith finding that all settlement possibilities have been exhausted and there is no possibility of resolution, short of referring the matter to the adjudication phase of this dispute resolution process.

Step 2. Arbitration

Should any disputes remain existent between the parties after completion of the mediation resolution process set forth above, then the parties shall promptly submit such disputes to binding arbitration administered by J.A.M.S.

Initiating Arbitration. Arbitration shall be initiated in the following manner:

- a. Unless barred by the statute of limitations, any party bound by this arbitration agreement may initiate an arbitration at any time after mediation procedures as hereinabove described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is received, the claim, if asserted in a civil action, would be barred by the applicable state (federal) statute of limitations, and
- b. The claimant shall file a copy of the Demand for Arbitration and Notice of Claim at any regional office of J.A.M.S., together with the appropriate filing fee as provided in the existing fee schedule.
- c. If the responding party desires to file a response and/or counterclaim, they must do so within thirty (30) days of service of the demand. Failure to file a counterclaim or response will not operate to delay the arbitration proceedings.
- d. After the filing of the claim, response and counterclaim, no further claims or counterclaims may be made except on motion to the arbitrator.

Appointment and Powers of Arbitrator. The case shall be submitted to a single arbitrator chosen by the parties from a list of retired judges and justices at J.A.M.S. Should the parties be unable to agree on a choice of arbitrator within thirty (30) days from the demand for arbitration, then either party may request the Contract Arbitrator Administrator at said service to furnish a list of three names and each side may strike one name, thereby nominating the remaining person as replacement arbitrator. If more than one name remains, the Contract Arbitration Administrator of J.A.M.S. will choose an arbitrator from the list of remaining names.

If the designated arbitrator shall die, become incapable of, unwilling to, or unable to serve or proceed with the arbitration, the party or parties appointing said arbitrator shall have the power to appoint another in his or her stead under the procedures prescribed herein, and such substituted arbitrator shall have all such powers as if he or she had been originally appointed herein.

The arbitrator shall have full power to make such regulations and to give such orders and directions in all respects, as he or she shall deem expedient, as well as in respect to the matters and differences referred to them and also with respect to the mode and times of executing and performing any of the acts, deeds, matters, and things which may be awarded or directed to be done.

Should either party refuse or neglect to appoint said arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator is empowered by both parties to proceed ex parte.

The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties and to order that either party shall in the meantime have access to and be permitted to inspect and take copies of all or any of the same relating to the matters in difference.

The arbitrator shall have the power to order and direct what he or she shall deem necessary to be done by either of the parties relating to the matters in dispute.

The arbitrator shall have the power to order and direct what he or she shall deem necessary to be done by either of the parties relating to the matters in dispute.

The arbitrator shall have full power to give such directions and to make such orders in the matters so referred to them as he or she shall deem just.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. An arbitrator may include an injunction or orders for specific performance of part or all of an award.

Costs and Fees. Each party shall be responsible for its own costs and expense of the arbitration, and the costs and fees of J.A.M.S. shall be borne equally by the parties.

Pre-Hearing. Once the arbitrator is chosen, the Contract Arbitration Administrator at J.A.M.S. may be authorized and directed upon application of any party to schedule a pre-hearing conference with the arbitrator for the purpose of narrowing the issues, establishing a discovery schedule, arranging an acceptable procedure for any law and motion proceedings and in all respects arranging for the most expeditious hearing possible of the matters in dispute.

Discovery. Discovery shall be at the discretion of the arbitrator and allowed only upon a showing of good cause, utilizing the following guidelines:

- a. The arbitrator shall have discretion to order pre-hearing exchange of information, including but not limited to, the production of requested documents and exchanges of summaries of testimony of proposed witnesses.
- b. The deposition of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of form interrogatories approved by the Judicial Council shall be allowed. There shall be an early and prompt designation and exchange of the names and addresses of expert witnesses who may be called upon to testify at the arbitration hearing. Their depositions and all other discovery shall be allowed only upon a showing of good cause.

Evidence. Judicial Rules relating to the Order of Proof, the conduct of the hearing and the presentation and admissibility of evidence will not be applicable in this proceeding. Any relevant evidence, including hearsay, shall be admitted by the arbitrator if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

Time Limits. The award shall be made in writing by the arbitrator on or before the thirtieth day following the conclusion of the arbitration.

Reasoned Opinion. In rendering the award, the arbitrator must set forth the findings of fact and the conclusion(s) based thereon.

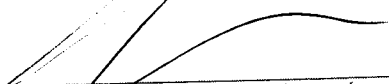
Applicable Law. The arbitration shall follow the substantive law of California and any relevant federal law. This shall include the provisions of statutory law dealing with arbitration, as it may exist at the time of the demand for arbitration, insofar as said provisions are not in conflict with this agreement and specifically excepting therefrom sections of the statute dealing with discovery and sections requiring notice of hearing date by registered or certified mail.

Notice. Each party shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith; or for the entry of judgement on any award made under these rules, may be served on a party by mail, addressed to the party or representative at the last known address, or by personal service, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The arbitrator and/or the parties may consent to the use of FAX transmission, telex, telegram, or other written forms or electronic communication to give the notices required by these rules.

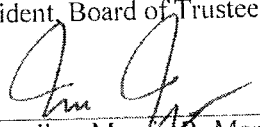
Finality of Award. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the arbitration laws of California. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on said award.

I have carefully read the contents of this Alternative Dispute Resolution Procedure and knowingly agree to be bound by its contents.

Rancho Santiago Community College District



For District: Phillip Yarbrough
President, Board of Trustees



Chancellor: Marvin R. Martinez

5-31-19

Date

5/30/19

Date

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

<u>COMMUNITY COLLEGE LEAGUE OF CALIFORNIA STUDENT TRUSTEE WORKSHOP</u> Virtual Workshop – August 12-13, 2021	1 Student Board Member (Elisabeth Neely)
<u>ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES LEADERSHIP CONGRESS</u> San Diego, California – October 13-16, 2021	1 Board Member (Phil Yarbrough)
<u>ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES PUBLIC POLICY & ADVOCACY COMMITTEE MEETING</u> San Diego, California – October 12, 2021	3 Board Members (John Hanna) (Zeke Hernandez) (Phillip Yarbrough)