

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, December 9, 2019
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

Action

1.4 Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant prior to the start of open session. **Completion of the information on the form is voluntary.** Each speaker may speak up to three minutes; however, the president of the board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter.

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

1.5 Approval of Minutes – Regular meeting of November 18, 2019

Action

1.6 Approval of Consent Calendar

Action

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

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

1.7 Presentation of District Annual Financial Audit

- 1.8 Public Hearing - Child Development Centers – California School Employees Association (CSEA) Chapter 888 Initial Bargaining Proposal to Rancho Santiago Community College District Action

2.0 **BOARD ORGANIZATION**

2.1 Annual Board Organization Action

Board Policy 2305 (attached) requires that the board take specific actions at its annual organizational meeting:

-Election of Board Officers (President, Vice President, and Clerk) for the 2019-20 year

-Designation of secretary and assistant secretary

-The President of the Board shall appoint members and chairs to following board committees:

- Communications Committee
- Facilities Committee
- Fiscal and Audit Review Committee
- Legislative Committee
- Policy Committee
- Safety & Security Committee

-The President of the Board shall appoint representatives to the the following organizations:

- RSCCD Foundation
- Orange County Community College Legislative Task Force
- Orange County School Boards Association
- Nominating Committee on School District Organization

-Adoption of schedule of meeting dates for 2020 (attached)

-Reaffirmation of Board Policy 2200 – Board Duties and Responsibilities (attached)

-Reaffirmation of Board Policy 2715 – Code of Ethics/Standards of Practice (attached)

-Reaffirmation of Board Policy 2735 – Board Member Travel (attached)

-Reaffirmation of Board Policy 6320 - Investments (attached)

-Designation of specific days, weeks or months of observance, which relate to the educational mission of the district (attached)

3.0 **INFORMATIONAL ITEMS AND ORAL REPORTS**

3.1 Report from the Chancellor

3.2 Reports from College Presidents

3.3 Report from Student Trustee

3.4 Reports from Student Presidents

3.5 Report from Classified Representative

3.6 Reports from Academic Senate Presidents

3.7 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Facilities Committee
- Board Fiscal/Audit Committee
- Board Policy Committee

4.0 INSTRUCTION

- *4.1 Approval of Sponsorship Agreement with Bottling Group, LLC and its Affiliates and/or Respective Subsidiaries Collectively Comprising Pepsi Beverages Company (“Pepsi”) Action
The administration recommends approval of the sponsorship agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (“Pepsi”) located in Aliso Viejo, California, as presented.
- *4.2 Approval of First Amendment to Rancho Santiago Community College District Professional Service Agreement with LeeAnn Stone Action
The administration recommends approval of the first amendment to the RSCCD professional services agreement with LeeAnn Stone located in Santa Ana, California, as presented.
- *4.3 Approval of Proposed Revisions for 2020-2021 Santa Ana College Catalog Action
The administration recommends approval of the proposed revisions for the 2020-2021 SAC catalog.
- *4.4 Approval of RSCCD Technology Services Agreement with Hobsons for Starfish Enterprise Success Platform for Santa Ana College (SAC) Action
The administration recommends approval of the RSCCD technology services agreement with Hobsons for the Starfish Enterprise Success Platform for SAC as presented.
- *4.5 Acceptance of Sabbatical Leave Return Report from Professor Elliott Jones Action
The administration recommends acceptance of the sabbatical leave return report from Professor Elliott Jones, as provided.
- *4.6 Acceptance of Sabbatical Leave Return Report from Professor Javier Galvan Action
The administration recommends acceptance of the sabbatical leave return report from Professor Javier Galvan, as provided.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- 5.2 Receive and Acceptance of the Rancho Santiago Community College District Audit Reports for Fiscal Year ended June 30, 2019 Action
The administration recommends the board receive and accept the RSCCD audit reports for the fiscal year ended June 30, 2019, as presented.

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

- *5.3 Approval of Amendment to Agreement with Hill's Bros. Lock & Safe, Inc. for Key Hardware Consulting Service District-wide Action
The administration recommends approval of the amendment to the agreement with Hill's Bros. Lock & Safe, Inc. for key hardware consulting services district-wide as presented.
- *5.4 Approval of Amendment to Agreement with Southwest Inspection and Testing, Inc. for On-call Materials Testing and Inspection Consulting Services for Various Facility Improvement Projects Action
The administration recommends approval of the amendment to the agreement with Southwest Inspection and Testing, Inc. for on-call materials testing and inspection consulting services for various facility improvement projects as presented.
- *5.5 Approval of Amendment to Agreement with Architecture 9 PLLLP for Professional Design Services for Campus Directories at Santa Ana College and Santiago Canyon College (SCC) Action
The administration recommends approval of the amendment to the agreement with Architecture 9 PLLLP for professional design services for campus directories at SAC and SCC as presented.
- *5.6 Approval of Amendment to Agreement with Architecture 9 PLLLP for Architectural Design Services for Barrier Removal/Signage and Wayfinding at Santa Ana College and Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with Architecture 9 PLLLP for architectural design services for barrier removal/signage and wayfinding at SAC and SCC as presented.
- *5.7 Approval of Agreement with SVA Architects, Inc. for Architectural and Engineering Services for Russell Hall Secondary Effect Relocations at Santa Ana College Action
The administration recommends approval of the agreement with SVA Architects, Inc. for architectural and engineering services for the Russell Hall secondary effect relocations at SAC as presented.
- *5.8 Approval of Amendment to Agreement with Twining, Inc. for Materials Testing and Special Inspection Services for the Science Center at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Twining, Inc. for materials testing and special inspection services for the Science Center at SAC as presented.

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

- *5.9 Approval of Amendment to Agreement with MTGL, Inc. for Geotechnical Testing and Inspection Consulting Services for Science Center at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with MTGL, Inc. for geotechnical testing and inspection consulting services for the Science Center at SAC as presented.
- *5.10 Approval of Amendment to Agreement with Alta Environmental for Hazardous Materials Construction Monitoring Services for Johnson Student Center (Building U) Demolition at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Alta Environmental for hazardous materials construction monitoring services for the Johnson Student Center (Building U) demolition at SAC as presented.
- *5.11 Approval of Amendment to Agreement with Architecture 9 PLLLP for Architectural and Engineering Design Services for Information Technology Services (ITS) Copper Wire Project at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with Architecture 9 PLLLP for architectural and engineering design services for the ITS copper wire project at SAC as presented.
- *5.12 Approval of Amendment to Agreement with LSA Associates, Inc. for Traffic/Circulation Analysis for Campus Entrance Improvements at Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with LSA Associates, Inc. for traffic/circulation analysis for the campus entrance improvements at SCC as presented.
- *5.13 Approval of Amendment to Agreement with Ghatoade Bannon Architects, LLP for Professional Design Services for New Safety and Security Offices at Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with Ghatoade Bannon Architects, LLP for professional design services for the new Safety and Security offices at SCC as presented.
- *5.14 Approval of Amendment to Agreement with SVA Architects, Inc. for Architectural and Engineering Services for Campus Entrance Improvements at Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with SVA Architects, Inc. for architectural and engineering services for the campus entrance improvements at SCC as presented.

- *5.15 Approval of Amendment to Agreement with Go To Technologies, Inc. for Information Technology (IT) Management and Transition Consulting Services Action
The administration recommends approval of the amendment to the agreement with Go To Technologies, Inc. for IT management and transition consulting services as presented.
- *5.16 Approval of Amendment to Agreement with Ellucian, Inc. for Colleague Application Hosting Services Action
The administration recommends approval of the agreement with Ellucian, Inc. for Colleague application hosting services as presented.
- *5.17 Approval of Agreement with VPLS Solutions, LLC for Professional Services Action
The administration recommends approval of the agreement with VPLS Solutions, LLC for professional services as presented.
- *5.18 Approval of California Multiple Award Schedule (CMAS) Contract #3-17-70-2031D to Coast Data Cabling, Inc., dba D4 Solutions Action
The administration recommends approval of the District's participation in the CMAS contract #3-17-70-2031D, including any future supplements, modifications, renewals and extensions as presented.
- *5.19 Approval of California Multiple Award Schedule Contract #4-13-71-0017D to The HON Company Action
The administration recommends approval of the District's participation in the CMAS contract #4-13-71-0017D to The HON Company and any future supplements, modifications, renewals and extensions as presented.
- *5.20 Approval of Utilizing the Torrance Unified School District Piggyback Bid #10-04.09.19, Classroom & Office Furniture Action
The administration recommends approval of utilizing the Torrance Unified School District Piggyback Bid #10-04.09.19 for classroom & office furniture and any future supplements, modifications, renewals and extensions as presented.
- *5.21 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period October 20, 2019, through November 9, 2019.

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

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization of the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- Disabled Student Programs and Services (DSPS) (SCC) \$795,956
 - Youth Empowerment Strategies for Success - Independent Living Program (YESS-ILP) (SAC) \$ 22,500
- *6.2 Approval of Sub-Agreement between RSCCD and Education Strategic Planning for Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *6.3 Approval of First Amendment to Sub-Agreement between RSCCD and Foundation for California Community Colleges for Integrated Technology – Data Science Tools Fiscal Agent Grant Action
The administration recommends approval of the first amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *6.4 Approval of Second Amendment to Sub-Agreement between RSCCD and Southwestern Community College District for 2018-2019 Deputy Sector Navigator Funded by Key Talent Administration and Sector Strategy Fiscal Agent Grant Action
The administration recommends approval of the second amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *6.5 Approval of First Amendment to Sub-Agreement between RSCCD and WestEd for Sector Navigator Information Communications Technology (ICT)/Digital Media Grant Action
The administration recommends approval of the first amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

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

- *6.6 Approval of Agreement with Rancho Santiago Community College District and 25th Hour Communications for Marketing and Advertising Services Action
The administration recommends approval of the agreement with 25th Hour Communications and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 6.7 First Reading of Board Policies Information
The following board policies are presented as information items:
- Board Policy (BP) 2710 Conflict of Interest
 - BP 3821 Gift Ban Policy
- 6.8 Review of RSCCD Board of Trustees Self-Evaluation Action
It is recommended that the board review the evaluation responses.
- 6.9 List of 2020 Conferences and Legislative Executive Visits for Board Members Information
Board Policy 2735 and a list of conferences and legislative executive visits that board members may wish to attend is provided as information.
- 6.10 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Student Workers
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Ms. Tracie Green, Vice Chancellor of Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

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

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.

7.0 HUMAN RESOURCES

7.1 Management/Academic Personnel

Action

- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Changes of Classification
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record

7.2 Classified Personnel

Action

- Approval of 2019-2020 CSEA Chapter 579 Permanent Salary Schedule
- Approval of 2020-2021 CSEA Chapter 579 Permanent Salary Schedule
- Approval of 2021-2022 CSEA Chapter 579 Permanent Salary Schedule
- Approval of New Appointments
- Approval of Hourly Ongoing to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Return to Regular Assignments
- Approval of Changes in Position/Location
- Approval of Leaves of Absence
- Approval of Temporary to Hourly Ongoing Assignments
- Ratification of Resignations/Retirements
- Approval of Short Term Assignments
- Approval of Changes in Temporary Assignment
- Approval of Additional Hours for Ongoing Assignment
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

7.3 Presentation of Rancho Santiago Community College District Bargaining Proposal to Child Development Centers – CSEA Chapter 888 Action
It is recommended that the board schedule a public hearing at the next regularly scheduled board meeting.

7.4 Approval of Service Agreement with Southern California American Red Cross Action
It is recommended that the board approve the service agreement with Southern California American Red Cross for the period of December 10, 2019, through June 30, 2024.

7.5 Rancho Santiago Community College District Fall Diversity Report Information
The RSCCD Fall Diversity Report is provided as information.

7.6 Authorization for Board Travel/Conferences Action
It is recommended that the board authorize the submitted conference and travel by board members.

8.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be announced after the 2020 board meeting calendar is approved. The meeting will be held at the District Office at 2323 North Broadway, Room #107, in Santa Ana, California.

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

Board of Trustees
(Regular meeting)

Monday, November 18, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:37 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, and Mr. Theodore Moreno. Mr. John Hanna arrived at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Dr. Narges Rabii-Rakin, President, Faculty Association of Rancho Santiago Community College District (FARSCCD).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Ms. Mendoza and seconded by Mr. Labrado to approve a revised page for Item 6.4 (Collective Bargaining Agreement between California School Employees Association [CSEA], Chapter 579 and RSCCD). The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Ms. Alvarez and seconded by Ms. Mendoza to approve the minutes of the regular meeting held October 28, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

Mr. Hanna arrived at this time.

The board president called upon Item 1.7 at this time. Item 1.6 (Consent Calendar) is considered after Item 1.10 (Signing Ceremony).

1.7 Presentation to Student Veterans

The board recognized student veterans Ms. Rebekah Miller, Santa Ana College (SAC), and Mr. Dakota Wilke, Santiago Canyon College (SCC), for their military service, exemplary achievements and dedication to their country and the Rancho Santiago Community College District.

1.8 Adoption of Resolution No. 19-27 – Recognition of Phi Theta Kappa Honor Society Alpha Beta Chapter’s 90-Year Charter, Honors Received and Contribution of Scholarship at Santa Ana College

It was moved by Mr. Hanna and seconded by Ms. Alvarez to adopt Resolution No. 19-27 in recognition of Phi Theta Kappa (PTK) Honor Society Alpha Beta Chapter’s 90-Year Charter, honors received and contribution of scholarship at SAC. Board members congratulated PTK Advisor Sal Addotta and PTK student members.

1.9 Recognition of Ms. Nora Mendez Named as Distinguished Alumni Award Recipient by Community College League of California

The board recognized Ms. Mendez who was named as a Distinguished Alumni Award recipient by the Community College League of California. Board members congratulated Ms. Mendez on her receiving the prestigious award.

RECESS TO CLOSED SESSION

The board convened into closed session at 5:06 p.m. to consider the following item:

1. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: California School Employees Association, Chapter 579

RECONVENE

The board reconvened at 5:13 p.m.

Closed Session Report

Mr. Hernandez reported during closed session the board discussed labor negotiations.

It was moved by Ms. Alvarez and seconded by Ms. Barrios to suspend the rules and consider Item 6.4 (Collective Bargaining Agreement between CSEA, Chapter 579 and RSCCD) at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

6.4 Public Disclosure of Collective Bargaining Agreement between California School Employees Association, Chapter 579 and Rancho Santiago Community College District

It was moved by Ms. Alvarez and seconded by Mendoza to approve the proposed agreement with CSEA, Chapter 579 for the period of July 1, 2019, through June 30, 2022. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

1.10 Signing Ceremony of Faculty Association of Rancho Santiago Community College District Bargaining Agreement and California School Employees Association, Chapter 579 Agreement

Ms. Green read the proclamation for FARSCCD and CSEA Chapter 579.

The proclamation for FARSCCD was signed by:

Phillip E. Yarbrough, RSCCD Board President
Claudia C. Alvarez, RSCCD Board Vice President
Marvin Martinez, RSCCD Chancellor
Tracie Green, RSCCD Vice Chancellor, Human Resources
Narges Rabii-Rakin, President, FARSCCD
Jim Isabel, Vice President, FARSCCD
Morrie Barembaum, FARSCCD Treasurer

The proclamation for CSEA, Chapter 579 was signed by:

Phillip E. Yarbrough, RSCCD Board President
Claudia C. Alvarez, RSCCD Board Vice President
Marvin Martinez, RSCCD Chancellor
Tracie Green, RSCCD Vice Chancellor, Human Resources
Sheryl Martin, President, CSEA, Chapter 579
Zina Edwards, 2nd President, CSEA, Chapter 579
Sean Small, 1st Vice President, CSEA, Chapter 579

1.6 Approval of Consent Calendar

It was moved by Ms. Alvarez and seconded by Mr. Moreno 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 (Sponsorship Agreement with Bottling Group, LLC and its Affiliates and/or Respective Subsidiaries Collectively Comprising Pepsi Beverages Company [“Pepsi”]) removed from the Consent Calendar by Mr. Hernandez, and Item 5.4 (Board Policy [BP] 5500 Standards of Student Conduct) removed from the Consent Calendar by Mr. Hanna. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

3.2 Confirmation of Santa Ana College Associate Degrees and Certificates Awarded in Summer 2019

The board confirmed the list of recipients of SAC associate degrees and certificates for Summer 2019 as presented

3.3 Confirmation of Santiago Canyon College Associate Degrees and Certificates Awarded in Summer 2019

The board confirmed the list of recipients of SCC associate degrees and certificates for Summer 2019 as presented.

3.4 Approval of Santa Ana College Community Services Program for Spring 2020

The board approved the SAC Community Services Program for Spring 2020 as presented.

3.5 Approval of Santiago Canyon College (SCC) Community Services Program for Spring 2020

The board approved the SCC Community Services Program for Spring 2020 as presented.

3.6 Approval of Professional Services Agreement with Substance Media, Inc. for Online Orientation Videos and Images

The board approved the professional services agreement with Substance Media, Inc. for online orientation videos and images as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

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

The board approved the budget increases/decreases, transfers, and intrafund and interfund transfers from October 16, 2019, to November 5, 2019.

1.6 Approval of Consent Calendar (cont.)

4.3 Acceptance of 2018-2019 Measure Q Citizens' Bond Oversight Committee Annual Report to the Community

The board accepted the 2018-2019 Measure Q Citizens' Bond Oversight Committee Annual Report to the Community as presented.

4.4 Approval of Agreement with Team Inspections for Division of State Architect (DSA) Project Inspection Services for Various Facility Improvement Projects District-wide

The board approved the agreement with Team Inspections for DSA project inspection services for various facility improvement projects District-wide as presented.

4.5 Approval of Agreement with Little Diversified Architectural Consulting, Inc. for Preliminary Schematic Design Architectural Services for Plaza de Artes, Amphitheatre, and Central Mall Site Improvements at Santa Ana College

The board approved the agreement with Little Diversified Architectural Consulting, Inc. for preliminary schematic design architectural services for Plaza de Artes, Amphitheatre, and Central Mall site improvements at SAC as presented.

4.6 Award of Bid #1380 for Barrier Removal East Chapman Entry Repairs at Santiago Canyon College

The board awarded Bid #1380 to Golden Gate Steel, Inc. dba Golden Gate Construction for barrier removal Chapman entry repairs at SCC as presented.

4.7 Approval of Change Order #1 for Ramco General Engineering Contractor for Bid #1373 for Emergency Blue Phones & Accessible Path of Travel at Santa Ana College

The board approved change order #1 for Ramco General Engineering Contractor for Bid #1373 for emergency blue phones & accessible path of travel at SAC as presented.

4.8 Acceptance of Completion of Bid #1373 for Emergency Blue Phones & Accessible Path of Travel at Santa Ana College and Approval of Recording a Notice of Completion

The board accepted the project as complete and approved filing a Notice of Completion with the County as presented.

4.9 Approval of Change Order #1 for Ramco General Engineering Contractor for Bid #1374 for Emergency Blue Phones & Accessible Path of Travel at Santiago Canyon College

The board approved change order #1 for Ramco General Engineering Contractor for Bid #1374 for emergency blue phones & accessible path of travel at SCC as presented.

1.6 Approval of Consent Calendar (cont.)

4.10 Acceptance of Completion of Bid #1374 for Emergency Blue Phones & Accessible Path of Travel at Santiago Canyon College and Approval of Recording a Notice of Completion

The board accepted the project as complete and approved filing a Notice of Completion with the County as presented.

4.11 Approval of California Multiple Award Schedule (CMAS) Contract #4-19-00-0115B to I.P.S. Group, Inc.

The board approved the use of the CMAS Contract #4-19-00-0115B with I.P.S. Group, Inc. for parking permit dispensers, including renewals, future addendums, supplements and extensions as presented.

4.12 Acceptance of Donation of Fire Engines from City of Laguna Beach and City of Orange

The board accepted the donation of fire engines from the City of Laguna Beach and the City of Orange as presented.

4.13 Approval of Disposal of Surplus Vehicles

The board approved declaring the list of two district-owned vehicles as surplus property and utilizing Ken Porter Auctions to conduct an auction as presented.

4.14 Approval of Purchase Orders

The board approved the purchase order listing for the period September 22, 2019, through October 19, 2019.

5.1 Approval of Resource Development Items

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

- California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant V (District Office [DO]) \$ 75,000
- Behavior Technician Certificate Program+ (DO/SCC) \$125,000
- Child Care Access Means Parents in School (CCAMPIS-SAC) – Year 2 (District) \$ 58,893
- Child Care Access Means Parents in School (CCAMPIS-SCC) – Year 2 (District) \$ 58,149
- Child Development Training Consortium (SCC) \$ 2,800

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

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

1.6 Approval of Consent Calendar (cont.)

5.3 Approval of Second Amendment to Sub-Agreement between RSCCD and Santiago Canyon College Foundation for National Science Foundation Scholarships in Science, Technology, Engineering, and Mathematics (S-STEM) Grant

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

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

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

2.3 Report from Student Trustee

Mr. Moreno provided a report to the board.

2.4 Reports from Student Presidents

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

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

2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Labrado provided a report on the November 14, 2019, Board Facilities Committee meeting.

3.0 INSTRUCTION

Items 3.2 through 3.6 were approved as part of Item 1.6 (Consent Calendar).

3.1 Approval of Sponsorship Agreement with Bottling Group, LLC and its Affiliates and/or Respective Subsidiaries Collectively Comprising Pepsi Beverages Company (“Pepsi”)

It was moved by Mr. Hanna and seconded by Mr. Labrado to approve the sponsorship agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (“Pepsi”) located in Aliso Viejo, California, as presented. Discussion ensued.

It was moved by Mr. Hanna and seconded by Ms. Alvarez to postpone action on Item 3.1. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

The original motion to approve Item 3.1 was withdrawn.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

5.0 GENERAL

Items 5.1 through 5.3 were approved as part of Item 1.6 (Consent Calendar).

5.4 Adoption of Board Policy

It was moved by Mr. Hanna and seconded by Ms. Barrios to adopt the following revised board policy:

- BP 5500 Standards of Student Conduct

5.4 Adoption of Board Policy (cont.)

Mr. Hanna explained the revisions to the board policy. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

5.5 Board of Trustees Express Interest in Board Officer Positions

The board president solicited expressions of interest from board members regarding service as president, vice president, and clerk, and committee assignments for 2019-2020. The following board members expressed interest in the following positions:
President – Ms. Claudia Alvarez
Vice President – Ms. Nelida Mendoza, Mr. Zeke Hernandez
Clerk – Mr. Phillip Yarbrough

Mr. Hernandez expressed interest in serving on the same committees he served on last year.

5.6 Review and Discussion of Self-Evaluation Responses from Community and Staff

The survey responses from community and staff were presented to the board for review and discussion. Discussion ensued. Mr. Hanna and Mr. Yarbrough expressed appreciation for the responses from community and staff.

5.7 Board Member Comments

Ms. Alvarez reported on an advocacy trip to Washington, D.C. where she and the chancellor met with lobbyists regarding approval by the National Parks Service for the Centennial Education Center (CEC) lease agreement with the City of Santa Ana. Mr. Hanna and Mr. Yarbrough thanked Ms. Alvarez and Mr. Martinez for their advocacy in Washington, D.C. on behalf of the Centennial Education Center lease.

While in Washington, D.C., Ms. Alvarez reported that she attended the 2019 New American Hero Awards reception hosted by the New American Leaders (NAL) organization on November 14, 2019, and volunteered with NAL to speak at a future conference being held at the University of Maryland.

Ms. Alvarez indicated she and the chancellor met with Senator Dianne Feinstein and Senator Kamala Harris’ staff regarding Deferred Action for Childhood Arrivals (DACA). Both senators support working with districts to put together a plan if the Supreme Court doesn’t approve continuing with DACA. She stated that the chancellor plans to form a committee to address issues that DACA students may encounter.

Mr. Hanna thanked board members for their advocacy on behalf of DACA students.

5.7 Board Member Comments (cont.)

As a member of the Association of Community College Trustees (ACCT) Public Policy and Advocacy Committee, Mr. Yarbrough reported he plans to have the committee address the DACA issue.

Board members thanked students, faculty, and staff for recognizing student veterans at the board meeting.

Ms. Barrios reported that she participated in the Community Foundation of Orange's 2019 Field of Valor which honored veterans from November 9-16, 2019.

Ms. Barrios stated that she has recently received negative comments from the City of Orange residents and elected officials regarding the district seeking a bond in the next election.

Mr. Hanna asked that those concerned with the district seeking a bond at the next election speak with board members that voted in favor of it. He stated that the last RSCCD bond for the City of Orange was in 2002 and voters' children benefitted from that bond by having educational facilities built, voters benefitted by having higher property values, and businesses benefitted by being prosperous. He indicated that he would be glad to speak to concerned residents regarding a bond in the next election.

Mr. Moreno reported that he has submitted his petition for graduation at SAC.

Mr. Moreno reported he plans to attend the Community College League of California Annual Legislative Conference in Sacramento on January 26-27, 2020, and the Association of Community College Trustees National Legislative Summit in Washington, D.C. on February 9-12, 2020.

Mr. Hernandez reported that he attended SAC's Veteran Day Celebration on November 12, 2019; SAC's International Students Festival on November 6, 2019; and SCC's Holiday Concert on November 16, 2019.

Mr. Hernandez reported that the issue of shade trees on the SAC campus is being addressed by the district and thanked Mr. Moreno for sharing the students' concerns regarding this issue.

Mr. Hernandez reported that he attended the Santa Ana Unified School District's Superintendent's Breakfast on November 1, 2019, and is hopeful RSCCD would host a similar event in the future.

Mr. Hernandez indicated he received a parking ticket at SAC while attending the Veteran Day Celebration and asked if there is ample notification to inform visitors of the 30-minute limit of parking in the visitors' lot. He also asked if visitors are able to obtain permission to park longer than 30 minutes in the visitors' lot.

5.7 Board Member Comments (cont.)

Mr. Yarbrough indicated he recently received a parking ticket and asked the chancellor for a report on parking violations at SAC and SCC.

Mr. Hernandez thanked Mr. Cuellar for ASG's efforts in establishing a food pantry at Santa Ana College.

Mr. Hanna reported that he attended a veterans' event for Orange County at the Orange County Fairgrounds last week, and he and Ms. Barrios attended the City of Orange Veterans Day Tribute on November 11, 2019.

Mr. Yarbrough indicated he plans to attend the upcoming Academic Senate meetings for SAC and SCC to discuss shared governance relating to Assembly Bill 1725 and its implementation under Mr. Martinez.

Mr. Yarbrough reported that he plans to tour the carpenter's apprenticeship program on November 20, 2019, with Mr. Hanna; Supervisor Don Wagner; Chief of Staff for Supervisor Wagner, Scott Voigts; and a few others.

Mr. Yarbrough reported that he referred Mr. Keith Cotton to the chancellor. Mr. Cotton operates a women's health service and may be able to provide the clinical portion of the nursing program to the nursing students.

Mr. Yarbrough thanked the college for the pen that was used in the signing ceremony (Item 1.10) as a gift which represents a new era of cooperation between the chancellor, staff and the bargaining units.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:31 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees
3. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

4. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Alliance of Schools for Cooperative Insurance Programs (ASCIP) vs. Sandra Elizabeth Castro
Palma Claim #1805554

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

5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

6. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

Property: Centennial Education Center/Centennial Park
2900 W. Edinger Avenue, Santa Ana, California

Agency Negotiators: Marvin Martinez, Chancellor, Rancho Santiago Community College District

Negotiating Parties: City of Santa Ana

Under Negotiation: Price and Terms of Payment

Mr. Moreno left the meeting at this time.

RECONVENE

The board reconvened at 8:38 p.m.

Closed Session Report

Mr. Hernandez reported during closed session the board discussed public employment, labor negotiations, existing litigation, and real property negotiations; and the board took no reportable action. Ms. Alvarez reported during closed session the board discussed anticipated/potential litigation and public employee discipline/dismissal/release with one trustee not present; and the board took no reportable action.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Appointments
- Ratify Resignations/Retirements

6.1 Management/Academic Personnel (cont.)

- Approve Beyond Contract/Overload Hourly Step Increases
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Interns

6.2 Classified Personnel

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

- Approve New Appointments
- Approve Hourly Ongoing to Contract Assignments
- Approve Temporary to Contract Assignments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary to Hourly Ongoing Assignments
- Approve Changes in Salary Placements
- Approve Short Term Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for Ongoing Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

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

It was moved by Ms. Mendoza and seconded by Mr. Labrado to receive CSEA Chapter 888 initial bargaining proposal to the RSCCD and schedule a public hearing for the next regularly scheduled board meeting. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.4 Public Disclosure of Collective Bargaining Agreement between California School Employees Association, Chapter 579 and Rancho Santiago Community College District

This item was approved after Item 1.9 (Recognition of Ms. Nora Mendez Named as Distinguished Alumni Award Recipient by Community College League of California).

7.0 ADJOURNMENT

The next regular meeting and self-evaluation meeting of the Board of Trustees will be held on December 9, 2019.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 8:40 p.m., and wished everyone a Happy Thanksgiving in reference to Psalm 100.

Respectfully submitted,

Marvin Martinez, Chancellor

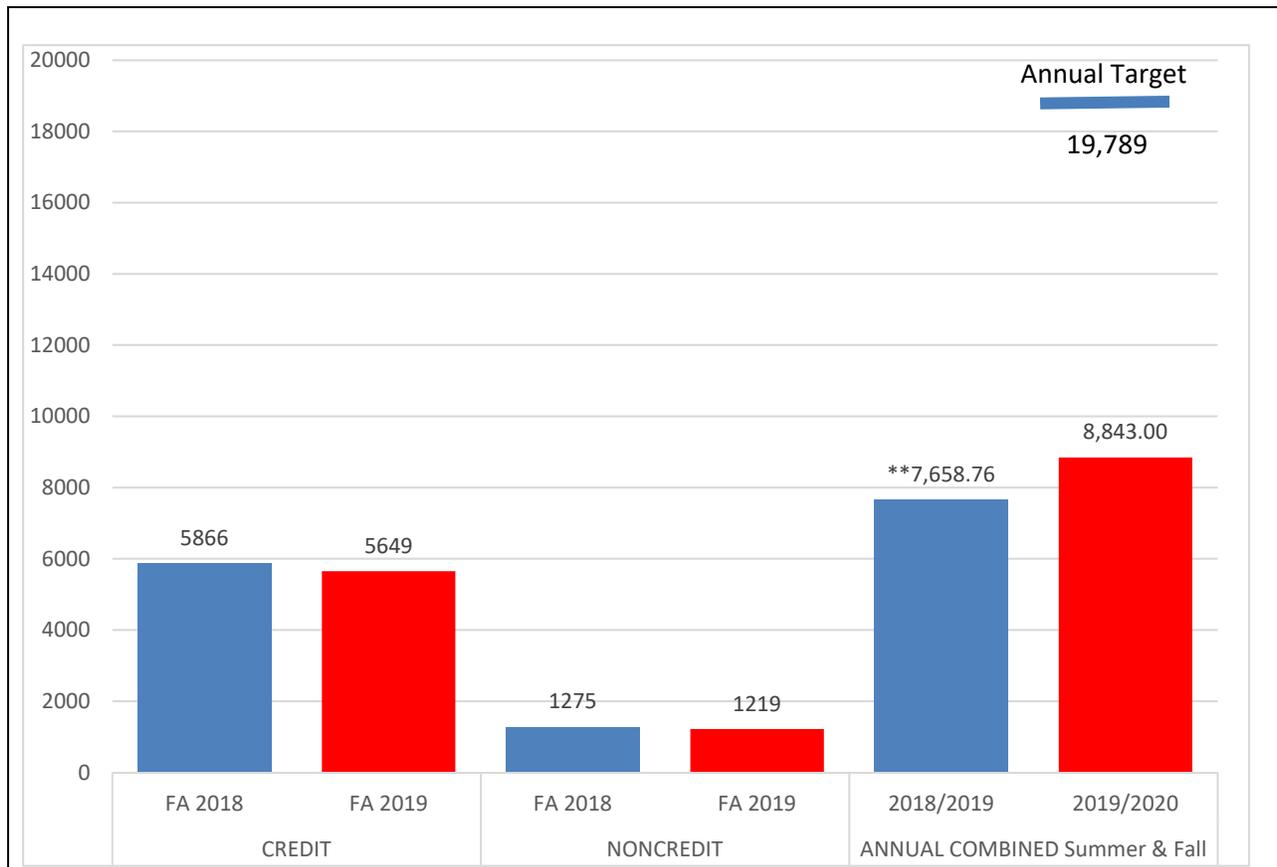
Approved: _____
Clerk of the Board

Minutes approved: December 9, 2019



SAC 2019/2020 Fall Enrollment Report

*Date: 11/14/19



FTES Target

Terms	2019/2020	DIFF	PCT
Credit FA Target	6860.00		
Credit FA Projection	6792.00	-68.00	-1%
Noncredit FA Target	1683.00		
Noncredit FA Projection	1683.00	0.00	0%
Annual Target	19789.00		
Annual Projection	19789.00	0.00	0%

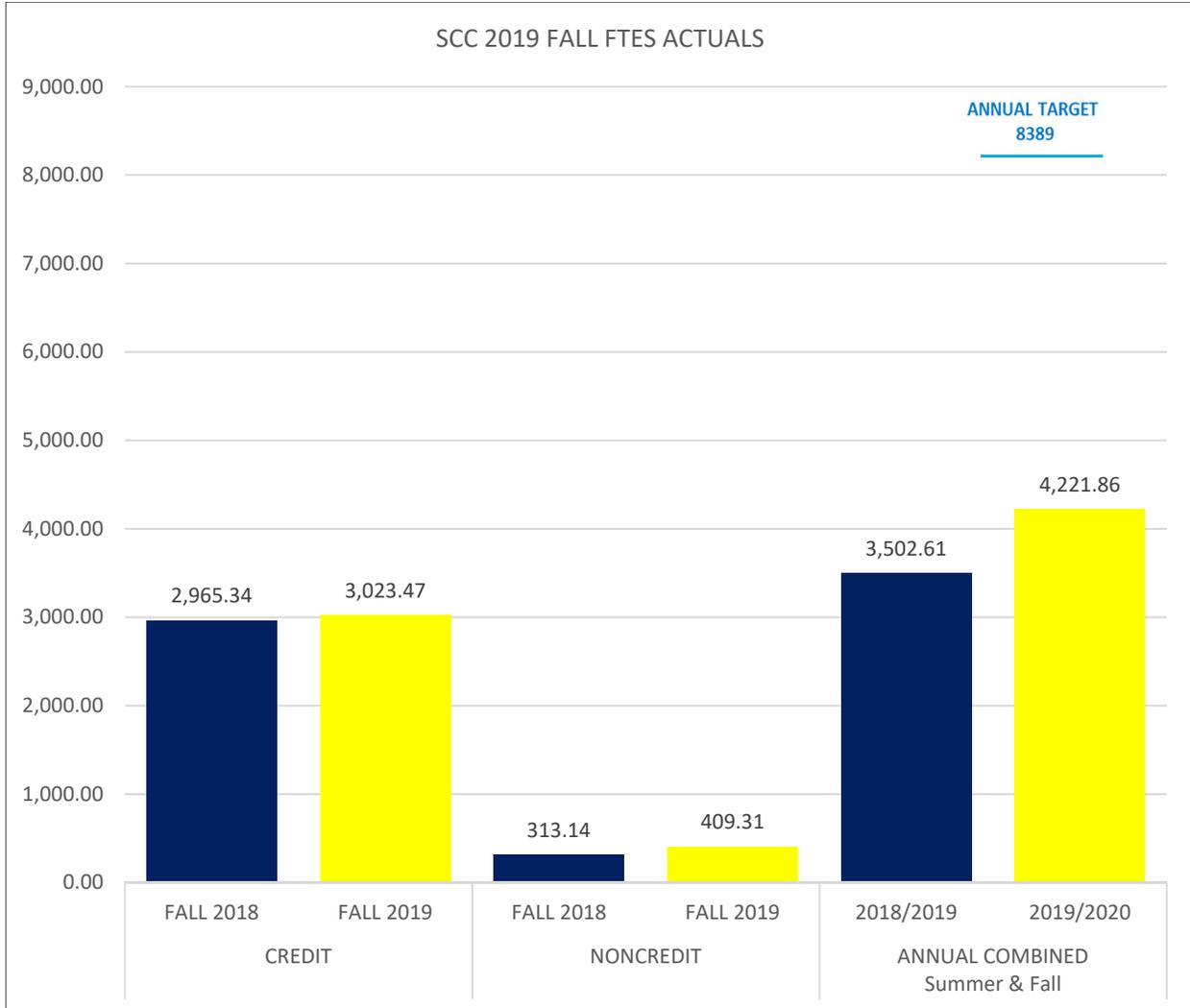
NOTES:

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

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



SCC 2019/2020 ENROLLMENT REPORT
11/15/19



FTES TARGETS

TERMS	2019/2020	DIFF	PCT
Credit Fall Target	3015		
Credit Fall Projection	3100	+85.00	+2.8%
Noncredit Fall Target	420		
Noncredit Fall Projection	505	+85.00	+20.2%
Annual Target	8389		
Annual Projection	8389	0	0.0%

NOTES:

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

SOURCE: Executive Dashboard Report

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Office of the Chancellor)

To:	Board of Trustees	Date:	December 9, 2019
Re:	Board Organization		
Action:	Request for Action		

BACKGROUND

Board Policy 2305 requires that the Board take specific actions at its annual organizational meeting.

ANALYSIS

Per Board Policy 2305, the Board shall:

- a) Elect the Board Officers (President, Vice President, and Clerk) for the 2019-2020 year
- b) Designate Secretary and Assistant Secretary to the board
- c) Appoint members and chairs of board committees:
 - Communications Committee
 - Facilities Committee
 - Fiscal and Audit Review Committee
 - Legislative Committee
 - Policy Committee
 - Safety & Security Committee
 Appoint members/representatives of committees:
 - Representative to the RSCCD Foundation
 - Representative to the Orange County Community College Legislative Task Force
 - Representative to the Orange County School Boards Association
 - Representative to the Nominating Committee on School District Organization
- d) Adopt a schedule of meeting dates for 2020 (attached)
- e) Reaffirm Board Policy 2200 – Board Duties and Responsibilities (attached)
- f) Reaffirm Board Policy 2715 - Code of Ethics/Standards of Practice (attached)
- g) Reaffirm Board Policy 2735 – Board Member Travel (attached)
- h) Reaffirm Board Policy 6320 - Investments (attached)
- g) Designate specific days, weeks or months of observance, which relate to the educational mission of the district

RECOMMENDATION

It is recommended that the Board take action on those items listed above.

Fiscal Impact: None	Board Date: December 9, 2019
Prepared and Submitted by: Anita Lucarelli, Executive Assistant to the RSCCD Board of Trustees	
Recommended by: Marvin Martinez, Chancellor	

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

BP 2305 Annual Organizational Meeting

Reference:

Education Code Section 72000(c)(2)(A)

The following tasks shall be listed under Board Organization and included on the agenda of the Board's annual organizational meeting to be held in December each year:

- Election of Board officers
- Designation of secretary & assistant secretary
- Schedule of regular meeting dates and locations for the following year, including: Board Self-Evaluation (BP2745), Evaluation of the Chancellor (BP2435), Brown Act and Ethics Presentations, Review of District and College Foundations, and Preliminary Audit Discussion
- Authorization of signatures
- Appointment of trustees to committees by Board President
- Reaffirmation of Board Policy 2200 (Board Duties and Responsibilities)
- Reaffirmation of Board Policy 2735 (Board Member Travel)
- Reaffirmation of Board Policy 2715 (Code of Ethics/Standards of Practice)
- Reaffirmation of Board Policy 6320 (Investments)
- Designation of specific days, weeks or months of observance, which relate to the educational mission of the district

At the annual organizational meeting, the Board President shall solicit expressions of interest from members of the Board, or any newly elected members of the Board, regarding service as President, Vice President or Clerk of the Board, as well as any committee assignments.

Revised: March 14, 2016 (Previously BP9013)

Proposed Board Meetings – 2020

In following the guidelines that the board is to meet on the 2nd and 4th Mondays of the month (except for those months that the board meets once a month), I am proposing the following dates for 2020:

January 13

February 3, 24

March 9, 23

April 13, 27

May 11, 26 (Tuesday)

June 15

July 13

August 10

September 14, 29 (Tuesday)

October 12 (SAC), 26 (SCC)

November 9

December 7 (annual self-evaluation meeting & regular meeting)

For your information:

January 20, 2020 HOLIDAY - Martin Luther King Day

January 26-27, 2020 - CCLC Annual Legislative Conference, Sacramento

February 9-12, 2020 - ACCT National Legislative Summit, Washington, D.C.

February 17, 2020 – HOLIDAY - President's Day

May 4, 2020 – SAC Golf Tournament

May 25, 2020 – HOLIDAY - Memorial Day

September 28 – Yom Kippur

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

BP 2200 Board Duties and Responsibilities

Reference:

ACCJC Accreditation Standard IV (formerly IV.B.1.d)

The Board of Trustees governs on behalf of the citizens of the District in accordance with the authority granted and duties defined in Education Code Section 70902.

The Board is committed to fulfilling its responsibilities to:

- Represent the public interest
- Establish policies that define the institutional mission and set prudent, ethical and legal standards for college operations
- Hire and evaluate the Chancellor
- Delegate power and authority to the Chancellor to effectively lead the District except the board shall not delegate any power that is expressly made non-delegable by statute.
- Assure fiscal health and stability
- Monitor institutional performance and educational quality
- Advocate and protect the District

Revised: October 8, 2012 (Previously BP9000)

References Updated: March 16, 2015

Reaffirmed: December 12, 2016

Reaffirmed: December 4, 2017

Reaffirmed: December 10, 2018

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

BP 2715 Code of Ethics/Standards of Practice

References:

ACCJC Accreditation Standard IV.C.11 (formerly IV.B.1.a, e, & h)
Government Code Section 54956.3

All Rancho Santiago Community College District board members, including the student trustee, are committed to maintaining the highest standards of conduct and ethical behavior. The Board believes in promoting trust, confidence, and integrity in the working relationship between Trustees, administrators, faculty and staff. The Board and its individual Trustees are committed to the following:

- In all decisions the Board will consider the educational welfare and equality of opportunity of all students in the District.
- Trustees are elected to represent the interests and serve the needs of the entire District and to promote the mission of Rancho Santiago Community College District.
- Trustees are non-partisan elected officials and will always put District and college priorities before their own political or personal priorities.
- Trustees hold a public trust that requires and will ensure that their actions avoid conflicts of interest and any appearance of impropriety, including adherence to Board Policy 3821 Gift Ban Policy.
- Trustees will speak on behalf of the Board only when granted such authority by a majority of the Board.
- Trustees shall be respectful of others in any discussions related to the District and colleges.
- Trustees clearly articulate to the Chancellor the Board's expectations, will support the work and efforts of the Chancellor, and keep the Chancellor informed of matters related to the District and colleges.
- Trustees shall not disclose confidential information acquired in closed session or in confidential communications with the Chancellor and shall adhere to Board Policy 2315 and Government Code Section 54963.
- Trustees will uphold the letter and spirit of the Ralph M. Brown Act and make all official decisions and actions of the Board of Trustees in open and public meetings.
- Trustees will remain informed about the District, educational issues, and responsibilities of trusteeship, and will work in the best interest of the entire District.

The President of the Board, in consultation with the Chancellor, is authorized to consult with legal counsel when they become aware of or are informed about actual or perceived violations of pertinent laws and regulations, including but not limited to conflict of interest, open and public meetings, breach of confidentiality of closed session information, and use of public resources.

Violations of law may be referred to the District Attorney or Attorney General as provided for in law.

Violations of the board's policy code of ethics will be addressed by the President of the Board, who will first discuss the violation with the Trustee to reach a resolution. If resolution is not achieved and further action is deemed necessary, the President may appoint an ad hoc committee to examine the matter and recommend further courses of action to the Board. Sanctions will be determined by the Board officers and may include a recommendation to the Board to censure of the Trustee, remove the Trustee from a Board officer position or from Board committee assignments. If the President of the Board is perceived to have violated the code, the vice president of the Board is authorized to pursue resolution.

Revised: April 25, 2016 (Previously BP9002)
References Updated: March 16, 2015
Revised: October 24, 2016
Reaffirmed: December 12, 2016
Reaffirmed: December 4, 2017
Reaffirmed: December 10, 2018

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

BP 2735 Board Member Travel

Reference:

Education Code Section 72423

Members of the Board shall have travel expenses reimbursed whenever they travel as representatives of and perform services directed by the Board. Such board travel and reimbursement for travel by Board members outside of the district boundaries must receive prior approval from the Board of Trustees. The Executive Committee of the Board of Trustees, in consultation with the Chancellor, may provide prior authorization for such travel when needed, pending full Board approval. Standard district travel procedures and rates will be used for reimbursement.

The Board President, in conjunction with the Chancellor, will prepare a list of conferences and legislative executive visits that Board members may wish to attend or will assist Board members in their continuing education and fulfillment toward the mission of the district. The Chancellor, in consultation with the Board President, shall prepare a budget for board travel.

The timely registration for conferences is required.

The district shall not pay for lodging that exceeds the published standard single occupancy room rate for conferences.

See Administrative Regulations (AR 7400)

Revised: October 8, 2012 (Previously BP9011)
Revised: October 24, 2016
Reaffirmed: December 12, 2016
Reaffirmed: December 4, 2017
Reaffirmed: December 10, 2018
Revised: February 25, 2019

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

BP 6320 Investments

Reference(s):

Government Code Sections 53600 et seq.

The Governing Board authorizes the Chancellor, or designee, to invest monies not required for the immediate necessities of the district in accordance with existing law. Funds are to be invested in a manner which will provide the maximum security of principal.

- Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.
- The investments shall remain sufficiently liquid to meet all operating obligations of the district.
- The investments shall be done with the objective of attaining a market rate of return, taking into account risks and liquidity needs.

Investments shall be made with judgment and care, which persons of prudence, discretion and intelligence would exercise for the safety of capital and reasonable income.

The Vice Chancellor of Business and Fiscal Services shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this investment policy.

Administrators and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment activity or which could impair their ability to make impartial investment decisions.

Revised: September 9, 2013 (Previously BP3211)

Reaffirmed: December 12, 2016

Reaffirmed: December 4, 2017

Reaffirmed: December 10, 2018

2019 Designation of Specific Days, Weeks or Months of Observance, Which Relate to the Educational Mission of the District	
Occasion	Date
American Indian Heritage Month	November
Anaheim Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD
Asian-Pacific Islander Month	May
Black History Month	February
California Coastal Cleanup Day	3rd Sat. of September
City of Anaheim	TBD
City of Garden Grove	TBD
City of Irvine	TBD
City of Orange	TBD
City of Santa Ana	TBD
City of Tustin	TBD
City of Villa Park	TBD
Classified Appreciation Week	May
Community College Month	April
Constitution Day/Citizenship Day	September 17
Constitution Week	September 17-23
Garden Grove Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD
Hispanic Heritage Month	September
Holocaust Remembrance Day	January 27 (US); April 20 (Israel)
Immigrant Heritage Month	June
Irish American Heritage Month	March
Irvine Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD
Lesbian, Gay, Bisexual, & Transgender History Month	October
National Public Health Week	April

2019 Designation of Specific Days, Weeks or Months of Observance, Which Relate to the Educational Mission of the District	
Occasion	Date
Nurses Recognition Week	May
Orange Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD
National Hispanic Women Business Association (NHWBA) Business Women of the Year	May
Orange County Labor Federation Solidarity Day Honoring of Individuals/Businesses/Unions	April
Peace Officer Memorial Day	May
POW/MIA Recognition Day	3rd Friday in September
Recognition/honoring individuals who have served the RSCCD community	TBD
Santa Ana Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD
Small Business Week	April
Teacher Appreciation Week	May
Teacher of the Year	September/October
Tustin Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD
Undocumented Students Action Week	October
Veterans Appreciation Week	November
Villa Park Chamber of Commerce Honoring of Individuals/Businesses who have served the RSCCD community	TBD

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Auxiliary Services**

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Sponsorship Agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (“Pepsi”)	
Action:	Request For Approval	

BACKGROUND

The District is currently in a five-year exclusivity sponsorship agreement with the Pepsi Bottling Group that ends October 2019. The District is looking to enter into a new Sponsorship Agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (“Pepsi”). This Sponsorship Agreement gives The Pepsi Bottling Group rights to be the exclusive beverage supplier pouring rights district wide and provides for sponsorship dollars, commissions, rebates and additional funds for scholarship and sustainability projects.

ANALYSIS

The Pepsi Bottling Company has proposed a five (5) year agreement to have exclusive pouring rights for the district and provide a sponsorship of \$385,000.00 dispersed in annual allotments over the term of the agreement. Also, provided is an annual \$3,000.00 scholarship fund, an annual sustainability fund of \$1,500.00, a \$10,000 annual flex spending fund, commissions on vending sales, and \$1,800 in free product annually.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Sponsorship Agreement with Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company (“Pepsi”), located in Aliso Viejo, California, as presented.

Fiscal Impact:	\$476,000 in total revenue over five (5) years excluding vending machine commissions and rebates	Board Date: December 9, 2019
Prepared by:	Simon B. Hoffman, Ed.D., Vice President, Administrative Services Jennie Adams, Director, Auxiliary Services	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

SPONSORSHIP AGREEMENT

This sets forth the Sponsorship Agreement (“*Agreement*”) between Bottling Group, LLC and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 27717 Aliso Creek Road, Aliso Viejo, CA 92656 (“*Pepsi*”) and Rancho Santiago Community College District, on behalf of Santa Ana College and Santiago Canyon College (collectively the “*Colleges*”) with its principal place of business at 2323 N. Broadway, Santa Ana, CA 92706(the “*District*”).

WHEREAS, Pepsi desires the right to be the exclusive supplier of Beverages (as defined below) to the District; and

WHEREAS, Pepsi is experienced in installing, operating, servicing and maintaining equipment for dispensing beverage products and the District has determined that it is in the best interests of the District to contract with Pepsi to provide services for the sale of beverage products; and

WHEREAS, Pepsi wishes to identify itself with the District and to have its products promoted and sold at the Facilities (as defined below) and further wishes to receive the other promotional benefits provided for by the District in this Agreement; and

NOW, THEREFORE, in consideration of the terms, covenants and conditions herein contained, and the other mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. DEFINITIONS.

“*Approved Cups*” means the disposable cups approved by Pepsi from time to time as its standard trademark cups and other containers approved by Pepsi from time to time and bearing the trademark(s) of Pepsi and/or other Products. In addition, Pepsi agrees that the District shall have the right to produce limited-run commemorative plastic cups reasonably acceptable to Pepsi for use at the Facilities and that such cups shall also be considered to be Approved Cups, provided that Pepsi’s trademark(s) for Pepsi® shall be included on such commemorative cups. The use and size of Pepsi’s trademark(s) on such commemorative cups shall be subject to the prior approval of Pepsi.

“*Beverage*” or “*Beverages*” means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas (“*LCT*”), (ix) frozen carbonated and non-carbonated beverages (“*FB*”), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

“**Cases**” shall mean the number of cases of Packaged Products purchased by the District from Pepsi, initially delivered in quantities of 24, 15, 12, 8, and 6 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

“**Competitive Products**” shall mean any and all Beverages other than the Products.

“**District Marks**” shall mean (i) the Designations (as defined below) and (ii) the District’s characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations which are owned, licensed to or controlled by the District and which relate to the Facilities and which are in existence on at the beginning of the Term or which will be created during the Term. For clarity purposes, District Marks shall include, without limitation, characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, all trade names, uniforms and other proprietary designations associated with or related to all intercollegiate athletic teams associated with the District, at the beginning of the Term or which will be created during the Term, if any.

“**Designations**” shall include, but not be limited to, the following: “A Proud Sponsor of the [District],” “Official Water and Soft Drink of the [District]” and “Official Sponsor of the [District].”

“**Equipment**” means the following types of equipment owned and operated by Pepsi and used to sell or dispense the Products: (i) full service vending machines (“**Vending Machines**”); (ii) retail single-serve food service equipment and (iii) fountain service equipment.

“**Facilities**” shall mean the entire premises of every facility owned, leased, occupied or operated by the District or its Food Service Provider, now or in the future, including all buildings, the grounds, parking lots, dining facilities, snack bars, food carts, book stores, athletic facilities and concession stands, and, for each building, the grounds, parking, lots, dining facilities, unbranded and branded food service outlets and vending areas. “**Facilities**” shall also be deemed to include all and other convenience store operations and restaurants initiated during the Term of this Agreement in space leased to third-party commercial tenants within District-owned buildings principally utilized for educational purposes, student activities or student residences.

“**Food Service Provider**” shall mean any food service provider which may serve at the Facilities at any point during the Term. The District acknowledges and agrees that this Agreement, including the pricing, funding and other consideration provided for herein is based on the District’s current operating model/use of third party Food Service Providers. Thus, in the event that: (i) if the District is currently self-operated, the District switches to a Food Service Provider, or (ii) if the District currently uses a Food Service Provider to operate its concessions, such agreement between the District and the current Food Service Provider expires or is terminated, and the District enters into a new arrangement with a Food Service Provider; then any such new or subsequent agreement between the District and any Food Service Provider (pursuant to either (i) or (ii) above) shall require such Food Service provider to abide by the applicable pricing and other terms set forth in this Agreement to the exclusion of all other benefits, and shall specifically require such Food Service Provider to affirm that it will not be entitled or seek to receive any funding or other benefits/consideration in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi’s affiliates. In the event that the District fails to adhere to this requirement (or the Food Service Provider refuses to abide accordingly), then District hereby authorizes

Pepsi, and Pepsi shall be entitled to adjust its pricing, funding or other consideration provided to the District by an amount equal to the incremental costs incurred by Pepsi as a result of the District's change in Food Service Providers.

“**Gallons**” shall mean the number of gallons of the Postmix Products purchased by the District from Pepsi.

“**Packaged Products**” shall mean Beverages that are distributed in pre-packaged form (*i.e.*, bottles & cans). A current list of Pepsi's Packaged Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

“**Postmix Products**” shall mean beverage products used to create and dispense fountain beverages. A current list of Pepsi's Postmix Products is found in attached Exhibit A which may be amended by Pepsi from time to time.

“**Products**” shall mean Postmix Products and Packaged Products manufactured, bottled, sold and/or distributed by Pepsi.

“**Year**” shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

2. **TERM.**

The term of this Agreement shall be for a Five (5) year period beginning on December 10, 2019 and expiring on December 9, 2024, unless sooner terminated as provided herein (“**Term**”).

3. **GRANT OF BEVERAGE AVAILABILITY AND MERCHANDISING RIGHTS.**

During the Term, District hereby grants to Pepsi the following exclusive Beverage availability and exclusive Beverage merchandising right as set forth and described below:

A. Beverage Availability at the Facilities.

(1) Grant of Rights.

(a) Pepsi shall have the exclusive right to make Beverages available for sale and distribution throughout the Facilities, including the right to provide all Beverages sold at athletic contests (*i.e.*, concession stands, sales in stands (hawking) or other means), booster club activities, and all other special events conducted at or any location on the Facilities (“**Special Events**”). The Products shall be the only Beverages sold, dispensed or served at the Facilities (*i.e.*, at concession stands, sales in stands (hawking) or other means), and the Products shall be sold at all food service concession or vending locations located within the Facilities; and

(b) Pepsi shall have the exclusive right to install the Equipment throughout the Facilities. Pepsi shall have the further right to install additional Equipment in buildings and facilities acquired and/or constructed by the District after the date of this Agreement.

Pepsi shall install the Equipment at its sole expense; *provided, however*, that the District will be responsible for all electrical hook-ups and charges related thereto. Pepsi shall have the right to place full trademark panels on all sides of its Equipment. Pepsi, or one of its affiliates, shall retain title to all Equipment.

(2) Purchasing of Postmix Products.

The Postmix Products shall be purchased by District or the Food Service Provider from Pepsi at the prices established by Pepsi from time to time. Current pricing for Postmix Products is as set forth in Exhibit A attached hereto.

(3) Purchasing of Packaged Products.

The Packaged Products shall be purchased by District or the Food Service Provider from Pepsi at prices established by Pepsi from time to time. Current pricing for Packaged Products is as set forth in Exhibit A attached hereto.

(4) Food Service.

During the Term, Pepsi shall work directly with, District and the Food Service Provider for the Facilities, to provide all of its requirements for the Products. District shall cause its Food Service Provider to purchase the Product from Pepsi at prices as determined by Pepsi. The District shall cause its Food Service Provider to purchase Products from Pepsi in sufficient quantities to ensure the regular and continuous distribution of the Products at the Facilities. Pepsi shall work directly with District and its Food Service Provider to promote sales of the Products through appropriate point-of-sale and other advertising materials bearing the trademarks of the Products at Pepsi's expense.

(5) Vending.

Pepsi shall have the right to place no less than Twenty-five (25) Vending Machines at the Facilities for dispensing the Products; *provided, however*, that Pepsi shall work with District to identify optimal locations for such equipment. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to Vending Machines.

B. Product Merchandising Rights.

During the Term and subject to the terms and conditions contained in this Agreement, District grants Pepsi the exclusive right to merchandise Beverages at the Facilities as set forth and described below:

(1) Menu Board Advertising.

District agrees that Pepsi's trademarks for products shall be listed on the menu boards at concession locations in which Products are served to Districts at the Facilities. All brand

identification containing Pepsi trademarks and/or service marks for menu boards set forth herein will be prepared and installed by District at District's sole cost and expense.

(2) Approved Cups; Product Hawking and Catering.

District agrees that all Products served, sold or dispensed at concession locations in which Products are served to Districts at the Facilities shall be served in Approved Cups and all other Beverages served, sold or dispensed within the Facilities shall be served in either Approved Cups or other disposable cups which do not bear, display or contain the trademarks or service marks of a manufacturer of Competitive Products. Pepsi agrees to make Approved Cups available for purchase and the District shall purchase, and shall require that all concessionaires, Food Service Providers, booster clubs and other third parties selling Beverages at the Facilities purchase all Products, cups, lids and carbon dioxide directly from Pepsi at prices determined by Pepsi. District shall cause Products to be "*hawked*" at the Facilities at all events taking place at the Facilities (including, without limitation, at all home games of all intercollegiate athletic teams associated with the District, if any), and served as part of the catering selection in private boxes, suite, backstage areas, lockerooms and press areas. District further agrees that Products to be "*hawked*" in the stands shall be sold only in Approved Cups. As used herein, "*hawking*" shall refer to the sale of single servings of a product in the seating areas of the Facilities through the use of vendors circulating through such seating areas.

4. GRANT OF ADVERTISING AND PROMOTIONAL RIGHTS.

During the Term, District hereby grants to Pepsi the right to advertise and promote Products in and with respect to the District and the District Marks upon the terms and conditions contained in this Agreement and as set forth and described below.

A. Advertising

(1) Design and Installation of District Advertising.

Pepsi agrees, at its own cost, to provide District with the general design of all District Advertising. The District Advertising shall be constructed and installed by District (or an agent thereof) at District's sole cost and expense. All District Advertising shall be in conformity with the general scheme and plan of the District and the surrounding areas.

(2) Advertising/Signage Changes/Removal.

District recognizes Pepsi's right to change, modify, alter or remove its advertising for, or identification of, any of the Products or to discontinue the manufacture of any of the Products. Pepsi shall reimburse District for all reasonable costs and expenses incurred by District in changing, modifying, altering or removing any Facilities Advertising, menu boards and other Pepsi identification or references to any of the Products necessitated by Pepsi's changes to or removal of the advertising, trademarks or trade names, designations or identification thereof. Pepsi shall have the right to modify, change, alter or remove the

promotional messages appearing thereon and all such modifications, changes, alterations and/or removals shall be at Pepsi's sole cost and expense. District shall use reasonable efforts to minimize the cost to Pepsi for changing, modifying, altering and/or removing Pepsi's advertising.

(3) Maintenance of Signage.

District shall maintain all Facility Advertising and other signs and advertising for Products in good order. District shall effect any necessary repairs reasonably determined by District at District's sole cost and expense. Where practical, District shall consult with Pepsi prior to incurring any material signage or other related maintenance expenses.

B. Promotional Rights.

(1) General Sponsorship Designation.

District hereby agrees that Pepsi shall have the right to promote the fact that Pepsi is an official sponsor of the District and its intercollegiate athletic teams, if any, and that the Products are available at the Facilities, including the right of Pepsi to refer to itself using the Designations. Such promotion may be conducted through the distribution channels of television, radio and print media, on the packaging of (including cups and vessels) and at the point-of-sale of any and all Products wherever they may be sold or served.

C. Representations, Warranties and Covenants regarding the Ownership and Protection of the District Marks and Related Proprietary Rights.

District represents and warrants that it is the sole and exclusive owner of all right, title and interests in and to the District Marks (including without limitation, all goodwill associated therewith) and Pepsi's use of the District Marks pursuant to this Agreement will not infringe the rights of any third parties. Pepsi acknowledges that nothing contained in this Agreement shall provide Pepsi with any right, title or interest to the District Marks other than the right to use such District Marks granted under this Agreement. Pepsi (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of District and its affiliates and cooperate with District and its affiliates to procure any protection or to protect any of the rights of District and its affiliates in and to the District Marks. Pepsi shall cause to appear on all materials incorporating the District Marks such legends, markings and notices as District or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the District Marks. Pepsi shall not make any alterations or changes to the design or type of the District Marks without the prior written consent of District.

D. Representations, Warranties and Covenants regarding the Ownership and Protection of Proprietary Rights of Pepsi.

Pepsi represents and warrants that Pepsi is authorized to use certain names, logos, service marks and trademarks of PepsiCo, Inc. (including without limitation, all goodwill associated therewith) (the "**Pepsi Marks**") under a license from PepsiCo, Inc. District

acknowledges that nothing contained in this Agreement shall provide District with any right, title or interest to the names, logos, service marks and trademarks of PepsiCo, Inc. without the prior written approval of PepsiCo, Inc. District (on behalf of itself and its affiliates) agrees that it shall not attack the title or any rights of PepsiCo, Inc., Pepsi and its affiliates and cooperate with PepsiCo, Inc., Pepsi and its affiliates to procure any protection or to protect any of the rights of PepsiCo, Inc., Pepsi and its affiliates in and to the Pepsi Marks. District shall cause to appear on all materials incorporating the Pepsi Marks such legends, markings and notices as Pepsi or its affiliates may request in order to give appropriate notice of any trademarks, service mark, trade name, copyright or other right with respect to the Pepsi Marks. District shall not make any alterations or changes to the design or type of the Pepsi Marks without the prior written consent of PepsiCo, Inc.

5. GRANT OF OTHER RIGHTS.

A. Sampling.

District agrees to permit to conduct, at Pepsi's sole cost and expense, limited sampling of Pepsi products at the Facilities in a form and manner as specifically authorized and approved by District and in accordance with rules and procedures established by District, in its sole discretion, as may be amended or supplemented from time to time by District.

B. Right of First Negotiation/Refusal.

It is hereby agreed that District shall not enter into another agreement for the rights granted hereunder commencing within 365 days after the end of the expiration of the Term unless it shall have complied with the following procedures:

(1) It is hereby agreed that District and Pepsi shall enter into negotiations to extend the terms of this Agreement no later than one hundred twenty (120) days prior to the end of the Term. In the event the parties cannot agree to the terms under which this Agreement will be continued thirty (30) days prior to the end of the Term, District shall be free to enter into negotiations with third parties.

(2) In the event that District receives a bona fide offer for any of the rights granted under this Agreement, District shall notify Pepsi of such offer including the consideration payable to District and the length of term. Pepsi may, within sixty (60) days of such notice, notify District that it is willing to enter into an extension of this Agreement for the term set forth in such notice and providing for the fees and other consideration payable to District described in such notice.

(3) If Pepsi fails to send the notice set forth in subparagraph (2) within the time period provided therein, District shall be free to enter into an agreement with any party thereafter, free and clear of any rights of Pepsi; *provided, however*, that such arrangement may not provide for a term, fees and other consideration payable to District which are less than those stipulated in District's notice given pursuant to subparagraph (2). Nothing herein shall preclude District from entering into any arrangement whatsoever (i) following a

termination of this Agreement by reason of Pepsi’s default; or (ii) for a period commencing more than 365 days after the expiration of the entire Term set forth herein.

6. EXCLUSIVITY.

A. During the Term, District, its agents, representatives, intercollegiate athletic teams coaches and players, and staff (i) shall not themselves nor shall they permit a third party to, sell, serve, promote, market, advertise, sponsor or endorse Competitive Products at the Facilities or in connection with the District, its intercollegiate athletic teams coaches and players, and its staff and (ii) shall ensure that the Products are the only Beverages sold, served, promoted, marketed, advertised, merchandised, sponsored or endorsed, at the Facilities or in connection with the District, intercollegiate athletic teams coaches and players, and its staff.

B. District recognizes that Pepsi has paid valuable consideration to ensure an exclusive associational relationship with the Facilities, District, and/or District Marks with respect to Beverages and that any dilution or diminution of such exclusivity seriously impairs Pepsi’s valuable rights. Accordingly, the District will promptly oppose Ambush Marketing (as defined below) and take all reasonable steps to stop Ambush Marketing and to protect the exclusive associational rights granted to Pepsi pursuant to this Agreement. In the event any such Ambush Marketing occurs during the Term, each party will notify the other party of such activity immediately upon learning thereof. As used herein, “**Ambush Marketing**” shall mean an attempt by any third party, without Pepsi’s consent, to associate Competitive Products with the Facilities, District and/or District Marks, or to suggest that Competitive Products are endorsed by or associated with the Facilities, District and/or District Marks by referring directly or indirectly to the Facilities, District and/or District Marks.

7. CONSIDERATION.

In consideration for the advertising, merchandising, promotional rights, and the other related rights and benefits provided to Pepsi by District as described herein, and provided District is not in breach of this Agreement, Pepsi agrees to pay to District:

A. Annual Sponsorship Fund.

An Annual Sponsorship Fund (the “**Annual Sponsorship Fund**”), payable annually pursuant to the following:

Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
1	December 10, 2019 – December 09, 2020	\$75,000	The execution of this Agreement by both parties.
2	December 10, 2020 – December 09, 2021	\$75,000	October 1, 2020
3	December 10, 2021 – December 09, 2022	\$75,000	October 1, 2021
4	December 10, 2022 – December 09, 2023	\$80,000	October 1, 2022
5	December 10, 2023 – December 09, 2024	\$80,000	October 1, 2023

* The District acknowledges and agrees that each Annual Sponsorship Fund payable to the District is based on a minimum number of Units purchased from Pepsi and sold throughout all the Facilities pursuant to this Agreement during the applicable Year. The minimum number of Units per Year is

Year	Applicable Time Period	Amount*	Due Date: within 60 days after:
13,600 (“ Annual Units Threshold ”). As used herein, “ Units ” means Gallons and Cases (including Cases sold through Vending Machines). For the purposes of determining Units sold, 1 Case shall equal 1 Gallon. Therefore, if during any Year the number of Units falls below the Annual Units Threshold, then the Annual Sponsorship Fund payable for the next Year will be reduced by a percentage equal to the percentage decrease between the Annual Units Threshold and the actual number of Units sold during such Year. <i>For example, if the Annual Sponsorship Fund is \$1,000 and the Annual Units Threshold is 500 Units, and during Year 1 the actual Units sold is 250 Units, and then the Annual Sponsorship Fund for Year 2 will be \$500 (reduced by 50%).</i>			

The Annual Sponsorship Fund is earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the District’s failure to cure a breach hereof, the unearned Annual Sponsorship Fund will be repaid to Pepsi pursuant to the terms of Section 10.D (Sponsorship Fees in the Event of Termination.) herein.

B. Annual Scholarship Fund.

An Annual Scholarship Fund (the “**Annual Scholarship Fund**”), payable annually pursuant to the following:

Year	Applicable Time Period	Amount	Due Date: within 60 days after:
1	December 10, 2019 – December 09, 2020	\$3,000	Execution of Agreement by parties
2	December 10, 2020 – December 09, 2021	\$3,000	October 1, 2020
3	December 10, 2021 – December 09, 2022	\$3,000	October 1, 2021
4	December 10, 2022 – December 09, 2023	\$3,000	October 1, 2022
5	December 10, 2023 – December 09, 2024	\$3,000	October 1, 2023

Pepsi will receive recognition in connection with those scholarships that are awarded using the Annual Scholarship Fund. The Annual Scholarship Fund is earned throughout the Year in which it is paid. In the event Pepsi terminates this Agreement due to the District’s failure to cure a breach hereof, the unearned Annual Scholarship Fund will be repaid to Pepsi pursuant to the terms of Section 10.D herein.

C. Annual Marketing Support

In each Year during the Team, Pepsi will provide District with an annual marketing support valued at up to Two Thousand US Dollars (\$2,000) (the “**Annual Marketing Support**”). The Annual Marketing Support will be used and spent by Pepsi to pay for point-of-sale materials and promotional programs in support of sale of the Products at the District, as mutually agreed to by the parties. District acknowledges and agrees that unused Marketing Support in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment.

D. Annual Sustainability Fund.

An Annual Sustainability Fund (the “*Annual Sustainability Fund*”), payable annually pursuant to the following:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount</i>	<i>Due Date: within 60 days after:</i>
1	December 10, 2019 – December 09, 2020	\$1,500	Execution of Agreement by parties
2	December 10, 2020 – December 09, 2021	\$1,500	October 1, 2020
3	December 10, 2021 – December 09, 2022	\$1,500	October 1, 2021
4	December 10, 2022 – December 09, 2023	\$1,500	October 1, 2022
5	December 10, 2023 – December 09, 2024	\$1,500	October 1, 2023

District acknowledges that the Annual Sustainability Fund is intended to be used by District to support its sustainability initiatives at the Facilities. The Annual Sustainability Fund is earned throughout the Year in which it is paid. In the event Pepsi terminates this Agreement due to the District’s failure to cure a breach hereof, the unearned Annual Sustainability Fund will be repaid to Pepsi pursuant to the terms of Section 10.D herein.

E. Flex Funds

An Annual Flex Fund (the “*Flex Fund*”), payable annually pursuant to the following:

<i>Year</i>	<i>Applicable Time Period</i>	<i>Amount</i>	<i>Due Date: within 60 days after:</i>
1	December 10, 2019 – December 09, 2020	\$10,000	Execution of Agreement by parties
2	December 10, 2020 – December 09, 2021	\$10,000	October 1, 2020
3	December 10, 2021 – December 09, 2022	\$10,000	October 1, 2021
4	December 10, 2022 – December 09, 2023	\$10,000	October 1, 2022
5	December 10, 2023 – December 09, 2024	\$10,000	October 1, 2023

District acknowledges that the Flex Fund is intended to be used and spent by District to support for example: event sponsorship, merchandise and student activities. The Annual Flex Fund is earned throughout the Year in which it is paid. In the event Pepsi terminates this Agreement due to the District’s failure to cure a breach hereof, the unearned Annual Sustainability Fund will be repaid to Pepsi pursuant to the terms of Section 10.D herein.

Pepsi pursuant to the terms of Section 10.D herein.

F. Commissions.

Commissions, as a percentage of the actual cash (“*cash in bag*” or “*CIB*”) collected by Pepsi from the Vending Machines placed at the Facilities, plus actual amounts received by Pepsi in connection with credit card or debit card sales (collectively with CIB, “*Revenue*”), less any applicable fees or deposits (“*Commissions*”). Such Commissions shall be at the rate(s) set forth below (the “*Commission Rate*”) and shall be calculated as follows:

For locations in California:

(CIB * Commission Rate) – applicable CRV = Commission Due

Product	Initial Vend Price*	Commission Rate**
All 20oz CSDs	\$1.75	38%
Mt Dew	\$2.00	38%
*Commission Rates and Vend Prices for new Products will be mutually agreed upon by Pepsi. If Pepsi proposes any new Products to the District during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new Product.		

(1) **Commissions Payment.** Commissions shall be remitted by Pepsi to the District within thirty (30) days of the end of each 4-week accounting period established by Pepsi. Pepsi shall make all pertinent revenue and sales records respecting the Vending Machines available to District. District agrees that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by District in writing within one (1) year of the date such Commissions payment is due. District further acknowledges and agrees that it shall not receive any Commissions payment from Pepsi if Commissions fail to reach a certain threshold amount per period or quarter. The applicable threshold amounts vary based on the payment period and will be established and communicated pursuant to Pepsi’s policies and procedures related to its Full Service Vending business, as may be revised by Pepsi from time to time.

(2) **Change to Commission Rate.** District acknowledges and agrees that Pepsi established the Commission Rate based on any applicable sales tax associated with the sale of the Products through the Vending Machines as of the commencement date of this Agreement. If, during the Term, applicable sales taxes should increase by more than five percent (5%), then Pepsi shall have the right to automatically reduce the Commission Rate by the same percentage amount.

(3) **Change to Commission Formula.** In addition to the above, District agrees that Pepsi shall have the right to change its formula/method for calculating Commissions at any time in its reasonable discretion provided that any such formula adjustments shall not result in a material change to the Commissions due with respect to the same sales of Products.

(4) **Vend Price.** The minimum vend price necessary for District to qualify for any Commissions is set forth above. Pepsi shall have the absolute right, at its sole discretion, to change such vend prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonably consistent with applicable vending prices for similar accounts operating in the relative geography. Pepsi shall have the right to increase mech rates \$0.25 in Year 3.

G. **Rebates.**

Each Year throughout the Term, Pepsi shall calculate the total applicable Cases of Packaged Products and applicable Gallons of Postmix Products purchased from Pepsi by the District and its Food Service Provider pursuant to this Agreement, and shall provide the District

with rebates calculated based on applicable amounts set forth below (the “*Rebates*”). The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term.

Rebates Rates	Eligible Products**
\$1.50/Case	All Packaged Products
*The following Products are excluded from Rebates: Tropicana, Naked Juice Smoothie and Tropicana **24-pk or equivalent (e.g., two (2) 12-pk)	

8. ADDITIONAL CONSIDERATION.

In addition to the consideration specified above, and provided District is not in breach of this Agreement, Pepsi shall provide the following further consideration to the District:

A. **Free Product Donations.** Pepsi will provide annual Product donations valued up to One Thousand Eight Hundred US Dollars (\$1,800), based on the then current price offered under this Agreement for the requested Products, for use across the District upon request of the District, *provided, however*, that the District will administer all requests through a central contact so that the District may prioritize the requests. District acknowledges and agrees that donated Product requests not used or made in any Year shall not be carried over to the subsequent Year.

B. Pepsi will provide District with a one-time Foundation for California Community College Scholarship payment in the amount of Two Thousand US Dollars (\$2,000), payable to District within sixty (60) days of the signing of this Agreement by both parties.

C. Each Year during the Term, Pepsi will provide District with a Gatorade sideline merchandise support valued up to One Thousand Five Hundred US Dollars (\$1,500) (the “*Gatorade Sideline Merchandise Fund*”). This Gatorade Sideline Merchandise Fund will be held by Pepsi, and accessed by Pepsi to offset the cost of Gatorade sideline merchandise ordered by District. Any unused portion of the Gatorade Sideline Merchandise Fund in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash payment.

9. EQUIPMENT AND SERVICE.

A. Beverage Dispensing and Other Equipment.

(1) Pepsi shall, based upon Pepsi’s survey of the Facilities’ needs, provide and install all Equipment at the Facilities for the dispensing of Product during the Term. Title to all Equipment shall be with Pepsi or its affiliates.

(2) During the Term Pepsi will provide, at no charge to the District, preventative maintenance and service to the Equipment. Pepsi will service and stock, if necessary, (i) the Equipment and (ii) any additional Equipment determined by the parties to be installed at new locations on the Facilities.

(3) The Equipment may not be removed from the Facilities without Pepsi's written consent, and the District agrees not to encumber the Equipment in any manner or permit other equipment to be attached thereto except as authorized by Pepsi. At the end of the Term, Pepsi shall have the right to, and shall upon request of the District, remove all Equipment from the Facilities at no expense to the District.

(4) Pepsi shall be responsible for collecting, for its own account, all cash monies from the Vending Machines and for all related accounting for all cash monies collected therefrom. The District agrees to provide reasonable assistance to Pepsi in apprehending and prosecuting vandals. Pepsi shall not be obligated to pay commissions as provided in this Agreement on documented revenue losses resulting from vandalism or theft of product with respect to any Vending Machines on the Facilities.

(5) Pepsi, at its sole discretion or upon mutual agreement between the parties, agrees to install magnetic strip card, online or chip card offline readers on Vending Machines placed at the Facilities. If agreed to by Pepsi, Vending Machines in mutually agreed upon locations will be fitted with magnetic stripe card on-line or chip card off-line readers in accordance with a mutually agreed to conversion schedule.

(6) Pepsi reserves the absolute right to remove any glass front Vending Equipment that sells less than eight (8) cases of Product per week or any other Vending Equipment that sells less than two (2) cases of Product per week.

B. Service to Equipment.

Other than routine maintenance, which shall be the responsibility of and completed by District or its designee, Pepsi or its designated agents shall be responsible for maintaining, repairing and replacing the Equipment. Pepsi shall provide District with a telephone number to request emergency repairs and receive technical assistance related to the Equipment. Pepsi shall respond to each District request and use reasonable efforts to remedy the related Equipment problem as soon as possible.

10. REMEDIES FOR LOSS OF RIGHTS - TERMINATION.

A. District's Termination Rights.

Without prejudice to any other remedy available to District at law or in equity in respect of any event described below, this Agreement may be terminated by District at any time effective thirty (30) days following written notice to Pepsi from District if:

(1) Pepsi fails to make any payment due hereunder, and such default shall continue for thirty (30) days after written notice of such default is received by Pepsi; or

(2) Pepsi breaches or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect and Pepsi fails to cure such breach within forty-five (45)

days after written notice of default is delivered to Pepsi. If such cure cannot reasonably be accomplished within such forty-five (45) day period, this provision shall not apply where Pepsi shall have, in good faith, commenced such cure and thereafter shall diligently proceed to completion; *provided, however*, that such cure is completed to the reasonable satisfaction of District within ninety (90) days from the date of Pepsi's receipt of such written notice of default.

B. Pepsi's Termination Rights.

Without prejudice to any other remedy available to Pepsi at law or in equity in respect of any event described below, this Agreement may be terminated in whole or in part by Pepsi at any time, effective thirty (30) days following written notice to the District if (i) any of the Products are not made available as required in this Agreement by the District, their agents or concessionaires; (ii) any of the rights granted to Pepsi herein are materially restricted or limited during the Term of this Agreement; (iii) a final judicial opinion or governmental regulation prohibits, or materially impacts or impairs (*e.g.*, beverage tax or size restriction) the availability or cost of Beverages, whether or not due to a cause beyond the reasonable control of the District; or (iv) District breaches any or fails to perform any other material term, covenant or condition of this Agreement or any representation or warranty shall prove to have been false or misleading in any material respect. In connection with the foregoing, Pepsi shall give District notice of the event and where applicable (for events within District's control), shall provide District forty-five (45) days to cure such breach. If the identified breach/event is not remedied with the applicable notice period, then Pepsi may terminate this Agreement and recover from the District a reimbursement in accordance with Section D below (Sponsorship Fees in the Event of Termination.). In addition to the termination rights set forth herein, in the event of any of the occurrences outlined in subsections (i) – (iii) above, Pepsi shall have the right, at its discretion and in lieu of termination, to mandate that the District meet and engage in good faith negotiations aimed at modifying the Agreement to reduce Pepsi's ongoing support of the District by an amount that is equitable in light of the diminution of right to Pepsi (*e.g.*, equivalent to the percentage volume decline on campus). If such negotiations fail, then Pepsi shall have the right to terminate the Agreement upon thirty (30) days' notice.

C. Additional Termination Rights Available to Pepsi and District.

Without prejudice to any other right or remedy available to either party at law or in equity of any event described below, this Agreement may be terminated by either party if the other party, or any parent of such other party, shall: (i) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter) it is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement; or (ii) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affair in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or (iii) admit in writing its inability to pay its debts as such debts become due.

D. Sponsorship Fees in the Event of Termination.

If Pepsi terminates this Agreement pursuant to Section 10 or District terminates this Agreement without cause, then Pepsi shall be entitled to from District, without prejudice to any other right or remedy available to Pepsi, and District shall pay to Pepsi all funding paid by Pepsi to the District which remains unearned as of the time of termination.

With regard to the Annual Sponsorship Fund, the amount of such reimbursement shall be determined by multiplying the Annual Sponsorship Fund by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the total number of months within the Term (*e.g.*, 5 year term is 60 months). With regard to the Annual Scholarship Fund, the amount of such reimbursement shall be determined by multiplying Annual Scholarship Fund by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12). With regard to the Annual Sustainability Fund, the amount of such reimbursement shall be determined by multiplying Annual Sustainability Fund by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12). With regard to the Flex Fund, the amount of such reimbursement shall be determined by multiplying Flex Fund by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12).

11. TAXES.

District acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the District in connection with any fees payable by Pepsi under this Agreement. In addition, Pepsi shall be responsible only for the payment of taxes on the sales of Products through Vending Machines. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment.

12. CONFIDENTIALITY.

A. Except as otherwise required by law or the rules or regulations of any national securities exchange or the rules or regulation of the District, the District and Pepsi agree not to disclose Confidential Information (as hereinafter defined) to any third party other than to their respective directors, officers, employees and agents (and directors, officers, employees and agents of their respective affiliates) and advisors (including legal, financial and accounting advisors) (collectively, “*Representatives*”), as needed.

B. “*Confidential Information*” shall include all non-public, confidential or proprietary information that District or its Representatives make available to Pepsi or its Representatives or that Pepsi or its Representatives make available to District or its Representatives in connection with this Agreement. “*Confidential Information*” shall include, but not be limited to, the terms and conditions of this Agreement. It is expressly understood that the disclosure in or pursuant to this Agreement by District, Pepsi or their respective

Representatives of Confidential Information is not a public disclosure thereof, nor is a sale or offer for sale of any product, equipment, process or service of District or Pepsi.

C. These Confidentiality provisions and the obligations of the parties hereunder will survive the expiration or sooner termination of this Agreement for a period of three (3) years following such date of expiration or termination of this Agreement.

13. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

A. Each party represents and warrants to the other: (1) it has full power and authority to enter into this Agreement and to grant and convey to the other the rights set forth herein; and (2) all necessary approvals for the execution, delivery and performance of this Agreement have been obtained and this Agreement has been duly executed and delivered by the parties and constitutes the legal, valid and binding obligation, enforceable in accordance with its terms, and nothing contained in this Agreement violates, interferes with or infringes upon the rights of any third party; (3) the respective signatory of this Agreement is duly authorized and empowered to bind the party to the terms and conditions of this Agreement for the duration of the Term; and (4) the parties have complied with all applicable laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

B. Each of the parties hereto agree that: (1) the representations, warranties and covenants contained herein shall survive the execution and delivery of this Agreement, and (2) except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

C. To the extent that the any intercollegiate athletic team is relocated to a venue which is not within the Facilities as its home venue, District agrees that it shall ensure all rights of Pepsi hereunder shall be extended to such alternate venue as to the intercollegiate athletic team and any advertising and pouring rights contained herein.

14. **INDEMNIFICATION.**

A. Pepsi will indemnify and hold the District harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of Products purchased directly from Pepsi; and/or (iii) the negligence or willful misconduct of Pepsi, (excluding claims arising out of the District's negligence or willful misconduct).

B. To the extent permitted by applicable law, the District will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the District (excluding claims arising out of Pepsi's negligence or willful misconduct).

C. The provisions of this Section shall survive the termination of this Agreement.

15. INSURANCE.

A. Each party hereto maintains and agrees to maintain, at all times during the Term and for a period of three (3) years thereafter, a comprehensive program of risk retention and insurance with such insurance carriers and in such amounts of insurance coverage reasonably acceptable to the other party. Each party agrees to name the other and each of its affiliates, and their respective officers, directors, employees, agents, representatives and successors and assigns on a certificate of insurance, as additional insureds with respect to the certificate holder's negligence.

B. Either party shall have the right, during the Term from time to time, to request copies of such certificates of insurance and/or other evidence of the adequacy of the above insurance coverages.

16. NOTICES.

Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or when deposited with a public telegraph company for immediate transmittal, charges prepaid, or by telecopier, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
27717 Aliso Creek Road
Aliso Viejo, CA 92656

Attn: Director, Food Service

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
1111 Westchester Avenue
White Plains, NY 10604
Attn: Legal Department

If to District:

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

17. ASSIGNMENT.

This Agreement or any part hereof or interest herein shall not be assigned or otherwise transferred by either party without the prior written consent of the other party nor shall the same be assignable by operation of law, without the prior written consent of the other party; *provided, however*, that Pepsi may assign and transfer this Agreement (in whole and not in part) to an affiliate without the consent of District hereto; *provided, however*, that, (x) such affiliate is capable of fully performing all obligations of the assignor hereunder and (y) such affiliate agrees, under a separate agreement acceptable to the other party and signed by such affiliate, to perform all of the obligations and assume all liabilities of the assignor hereunder. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. District represents and warrants to Pepsi that any change in the Food Service Provider at the Facilities shall not affect Pepsi's rights or obligations hereunder.

18. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial, without jury, before the Courts of the State of California, or the United States District Court having jurisdiction in Orange County, California, or, if neither of such courts shall have jurisdiction, then before any court sitting in Orange County, California having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process inside or outside the State of California in any manner to be submitted to any such court pursuant hereto, and the parties hereto expressly waive all rights to trial by jury regarding any such matter.

19. FORCE MAJEURE.

If the performance by either party hereto of its respective nonmonetary obligations under this Agreement is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein, such party shall be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. Nothing contained herein shall be construed as requiring either party hereto to accede to any demands of, or to settle any disputes with, labor or labor unions, suppliers or other parties that such party considers unreasonable.

20. RELEASE, DISCHARGE OR WAIVER.

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

21. PRIOR NEGOTIATIONS; ENTIRE AGREEMENT.

This Agreement and the exhibits attached hereto, set forth the entire understanding between the parties in connection with respect to the subject matter hereof, and no statement or inducement with respect to the subject matter by either party hereto or by any agent or representative of either party hereto which is not contained in this Agreement shall be valid or binding among the parties. This provision shall not be read to invalidate or amend any other written agreements between Pepsi and/or any of its affiliates and any affiliate of District.

22. RELATIONSHIP OF THE PARTIES.

The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

23. EFFECT OF HEADINGS.

The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

24. CONSTRUCTION.

This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties.

25. SEVERABILITY.

If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

26. AMENDMENTS.

No provision of this Agreement may be modified, waived or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

27. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

28. FURTHER ASSURANCES.

Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly entered into as of the date set forth below.

Rancho Santiago Community College District

Bottling Group, LLC

By: Peter J. Hardash

By: _____

Name: _____

Name: _____

Title: Vice Chancellor, Business
Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Exhibit A

Current description & pricing for Postmix Products and Packaged Products

District acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

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

To: Board of Trustees	Date: December 9, 2019
Re: Approval of the First Amendment to the Rancho Santiago Community College District Professional Services Agreement with LeeAnn Stone	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This First Amendment to the Rancho Santiago Community College District Professional Services Agreement with LeeAnn Stone (“Amendment”) to the existing Agreement for Instructional Designer Services extends the terms of the Agreement from December 31, 2019 to June 30, 2020 and increases the contract amount to include an increased number of additional CVC-OEI online coursework, (which includes AD-T and CTE courses) from \$45,000, per original Agreement for a revised total amount not to exceed \$90,000.

RECOMMENDATION

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

Fiscal Impact: \$90,000	Board Date: December 9, 2019
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Fernando Ortiz, Ph.D., Dean, Academic Affairs	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

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

This First (“Amendment”) to the Rancho Santiago Community College District Professional Services Agreement with LeeAnn Stone dated July 16, 2019 (“Agreement”) is made this 10th day of December in the year 2019, between LeeAnn Stone, hereinafter referred to as “**CONTRACTOR**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, on behalf of Santa Ana College, hereinafter referred to as (“**DISTRICT**”).

WITNESSETH

The CONTRACTOR and DISTRICT do mutually agree as follows:

- A. Amend the July 16, 2019 AGREEMENT to provide additional instructional designer services. The AMENDMENT shall revise the following terms:

Terms and Conditions

2. Term

Amend the Term to continue from December 31, 2019, to be through June 30, 2020.

4. Payment

A. Amount of Compensation

Amend the contract amount from not to exceed Forty Five Thousand Dollars (\$45,000) to not to exceed Ninety Thousand Dollars (\$90,000).

Exhibit A- Scope of Work and Detailed Schedule of Payment.

Detailed Schedule of Payment:

- Amend the number of courses to be completed in the project time frame, dependent on the level of need, from 15-30 courses to 30-60 courses.

- B. Except as amended herein, the terms and conditions of AGREEMENT effective July 16, 2019, shall remain in full force and effect.

LEEANN STONE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, on behalf of Santa Ana College

By _____

By _____

LeeAnn Stone

Peter J. Hardash

Title: Contractor

Vice Chancellor, Business Operations/Fiscal Services

Date _____

Date _____

COPIES TO:

ACADEMIC AFFAIRS OFFICE

Santa Ana College

1530 West 17th Street, Suite S-208

Santa Ana, CA 92706

Fernando Ortiz, Ph.D., Dean, Academic Affairs

PURCHASING DEPARTMENT

Rancho Santiago Community College District

2323 N. Broadway, Suite 109

Santa Ana, CA 92706

Linda Melendez, Director, Purchasing Services

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

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Proposed Revisions for the 2020 – 2021 Santa Ana College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2019. It includes new courses, course revisions, course deletions, and other curricula changes that are reflected in the catalog.

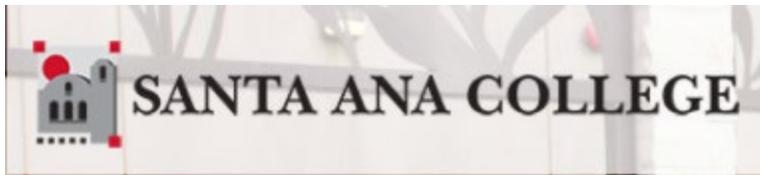
ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2020 – 2021 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: December 9, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Brian Sos, Ph.D., Chair of the Curriculum and Instruction Council	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: December 9, 2019

TO: Linda Rose, Ed.D., President of Santa Ana College

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

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

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

Santa Ana College's CIC is chaired by Dr. Brian Sos, designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 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 are:

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

The following option within the CSU general education requirements was revised:

Area E1: Lifelong Learning and Self-Development
Fashion Design Merchandising 103 (*Added*)

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

Nine (9) new credit and non-credit programs were approved. Nine (9) control numbers will be requested from the California Community Colleges Chancellor's Office for the upcoming academic year in accordance with California Code of Regulations §55130.

REVISED PROGRAMS, DEGREES AND CERTIFICATES (See Attachment #2)

Twenty-eight (28) 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 #3)

Thirteen (13) 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 #4)

Twenty-three (23) new courses were approved due to new and/or expanded programs or major changes in the discipline.

REVISED COURSES

(See Attachment #5)

One hundred forty-six (146) 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 #6)

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

DEACTIVATED COURSES

(See Attachment #7)

One hundred twenty-six (126) courses were deactivated because they were outdated and/or had not been offered in three (3) or more years.

DISTANCE EDUCATION OFFERINGS

(See Attachment #8)

Eighty-seven (87) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with portions of the instruction which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

NEW PROGRAMS, DEGREES AND CERTIFICATES

Credit

1. Electric Vehicle Technician Certificate of Achievement

Non-Credit

2. College Readiness Certificate of Competency
3. Digital Literacy for Academic and Professional Success I Certificate of Competency
4. Digital Literacy for Academic and Professional Success II Certificate of Competency
5. ESL College Reading and Writing Certificate of Competency
6. ESL Grammar for Better Writing Certificate of Competency
7. Heating/Ventilation/Air Conditioning/Refrigeration (HVAC-R) Technology Certificate of Completion
8. Line Cook Certificate of Completion
9. Nursing Assistant Certificate of Completion

REVISED PROGRAMS, DEGREES AND CERTIFICATES**Credit**

1. Advanced Engine Performance Option Certificate of Achievement
2. Associate in Arts in Paralegal
3. Associate in Science in Administrative Fire Services Chief Officer
4. Associate in Science in Automotive Technology
5. Associate in Science in CNC Milling Machine Set Up and Operation Option
6. Associate in Science in Nursing-Registered Nursing
7. Associate in Science in Pharmacy Technology
8. Associate in Science in Welding Technology
9. Chassis Service Option Certificate of Achievement
10. Drive Train Service Option Certificate of Achievement
11. Engine Service Option Certificate of Achievement
12. Heavy Duty Chassis Service Certificate of Proficiency
13. Paralegal Certificate of Achievement
14. Pharmacy Technology Basic Option Certificate Achievement
15. Truck Air Conditioning Service Certificate of Proficiency
16. Welding Technology Certificate of Achievement

Non-Credit

17. Academic ESL Beginning Certificate of Competency
18. Academic ESL Capstone Certificate of Competency
19. Academic ESL Intermediate Certificate of Competency
20. ESL Core Beginning Certificate of Competency
21. ESL Core Capstone Certificate of Competency
22. ESL Core Intermediate Certificate of Competency
23. ESL Core Literacy Certificate of Competency
24. ESL English for Work Certificate of Competency
25. ESL Enhanced English for Work Certificate of Competency
26. ESL Enhanced Writing Capstone Certificate of Competency
27. ESL Transition to Adult Secondary Education (ASE) Certificate of Competency
28. General Office Clerk Certificate of Completion

DELETED PROGRAMS, DEGREES AND CERTIFICATES

Credit

1. Associate of Science in Energy Analysis
2. Associate of Science in Energy Analysis Degree and Certificate
3. Associate of Science in Sustainable Building Operations Management
4. Civil 3D CAD Certificate of Proficiency
5. Energy Analysis Certificate of Proficiency
6. International Finance Specialist Certificate of Proficiency
7. International Law Specialist Certificate of Proficiency
8. International Logistics Specialist Certificate of Proficiency
9. International Marketing Specialist Certificate of Proficiency
10. Surveying Skill Builder Certificate of Proficiency
11. Sustainable Building Operations Management Certificate of Achievement
12. Sustainable Facilities Management Certificate of Proficiency
13. Sustainable Facility Skill Builder Certificate of Proficiency

Non-Credit

None

NEW COURSES**Credit**

1. Automotive Technology 101A, Automotive Mechanical Operation
2. Automotive Technology 101B, Automotive Electrical Operation
3. Automotive Technology 190, Automotive Manufacturer Specific I
4. Automotive Technology 191, Automotive Manufacturer Specific II
5. Automotive Technology 200, Automotive Service Advising
6. Automotive Technology 201, Automotive Service Management
7. Automotive Technology 202, Automotive Independent Shop Ownership
8. Automotive Technology 218, Advanced Engine Performance
9. Automotive Technology 260, Introduction to Electric Vehicles
10. Communications & Media Studies 150, Introduction to Public Relations
11. Criminal Justice Academies 083B, Arrest and Control Techniques (ACT) Instructor Training
12. Criminal Justice Academies 083C, First Aid/ Cardio-Pulmonary Resuscitation (CPR) Instructor Training
13. Digital Media 175, Drone Cinematography & Editing
14. Law 121, Legal Ethical Reasoning
15. Manufacturing Technology 123, Payload and Sensors for the Manufacturing of Autonomous Drones
16. Manufacturing Technology 124, Repair and Troubleshooting of Autonomous Drones
17. Welding 111, Welding Lab Skills
18. Welding 177, Welding Metallurgy

Non-Credit

19. English As a Second Language 610, Grammar for Better Writing I
20. English As a Second Language 611, Grammar for Better Writing II
21. English As a Second Language 612, College Reading and Writing I
22. English As a Second Language 613, College Reading and Writing II
23. Vocational – Construction 630, Heating/Ventilation/Air Conditioning/Refrigeration (HVAC-R) Technology

REVISED COURSES**Credit**

1. Art 121A, Fundamentals of Typography
2. Art 122, Graphic Design I
3. Art 193, Motion Graphics with Adobe After Effects
4. Automotive Technology 102, Auto Essentials
5. Automotive Technology 185, Bureau of Automotive Repair (BAR) Smog Inspector Training I
6. Automotive Technology 186, Bureau of Automotive Repair (BAR) Smog Inspector Training II
7. Automotive Technology 187, BAR Specified Diagnostic and Repair
8. Automotive Technology 280, Computer Control and OBD-2 Foundations
9. Automotive Technology 281, Fuel Injection Systems
10. Automotive Technology 282, Automotive Sensors
11. Automotive Technology 283, Diagnostic Test Equipment
12. Automotive Technology 284, OBD-2 Diagnosis and Networks
13. Automotive Technology 285, Hybrid Vehicles
14. Automotive Technology 287, Alternative Fuels
15. Automotive Technology 288, Diesel Engines: Light-Medium Duty Systems
16. Biology 190, Introduction to Biotechnology
17. Child Development 107, Child Growth and Development (DS1)
18. Child Development 110, Child, Family, and Community (DS2)
19. Child Development 114, Careers in Teaching
20. Child Development 215, Administration I: Programs in Early Childhood Education (DS6)
21. Child Development 216, Administration II: Personnel and Leadership in Early Childhood Education (DS6)
22. Child Development 232, Math and Science Methods for Early Learning Environment
23. Communications & Media Studies 210, Intermediate Reporting and Newswriting
24. Criminal Justice Academies 009B, Fitness for Law Enforcement
25. Criminal Justice Academies 021A, PC 832 Firearms
26. Criminal Justice Academies 038A, Tactical/Weapons Training
27. Criminal Justice Academies 039A, First Aid/CPR Refresher
28. Criminal Justice Academies 055A, Driver Training/Force Option II
29. Criminal Justice Academies 055B, Correctional Services Assistant Academy
30. Criminal Justice Academies 055D, Sheriff Special Officer Academy
31. Criminal Justice Academies 055E, Sheriff Special Officer Transition Course
32. Criminal Justice Academies 090, Academy Tactical Officer Training
33. Criminal Justice Academies 099A, Basic Police Academy
34. Dance 105, World Dance and Cultures
35. Dance 106B, Introduction to Modern Dance
36. Dance 107, Dance Concert Performance
37. Dance 108A, Introduction to Ballet
38. Dance 108B, Introduction to Ballet
39. Dance 202A, Choreography
40. Dance 202B, Choreography for Dance Majors
41. Dance 260, Somatic Practices in Dance
42. Dance 262, Somatic Practices in Ballet
43. Diesel 109, Medium/Heavy Duty Truck Brake Service

44. Diesel 110, Medium/Heavy Duty Manual Drive Train Service
45. Diesel 125, Medium/Heavy Duty Diesel Engine: Top End Service
46. Diesel 126, Medium/Heavy Duty Diesel Engine: Bottom End Service
47. Diesel 162, Air Conditioning and Heating
48. Education 204, Personal Proficiency in Educational Technologies for Secondary Teachers
49. Education 205, Personal Proficiency in Educational Technologies for Elementary Teachers
50. Engineering 100A, Introduction to Engineering
51. Engineering 114, Geometric Dimensioning and Tolerancing
52. Engineering 118, Surveying
53. Engineering 119, Advanced Plane Surveying
54. Engineering 130A, CATIA Beginning Solid Modeling
55. Engineering 131, Introduction to Mechatronics
56. Engineering 133, Basic Mechatronics
57. Engineering 134, Intermediate Mechatronics
58. Engineering 135, Advanced Mechatronics
59. Engineering 142, Civil Drafting
60. Engineering 154, Revit
61. Engineering 183, AutoCAD I
62. Engineering 184, AutoCAD II
63. Engineering 185, Civil 3D
64. Engineering 235, Statics
65. Engineering 240, Dynamics
66. Fashion Design Merchandising 100, Introduction to the Fashion Industry
67. Fashion Design Merchandising 103, Fashion Selection
68. Fashion Design Merchandising 105A, Beginning Sewing
69. Fashion Design Merchandising 108, RTW Apparel Quality and Construction Analysis
70. Fashion Design Merchandising 140, Fashion E-Commerce
71. Fashion Design Merchandising 216, Computerized Garment Pattern Drafting
72. Fire Academy 060, Basic Fire Academy
73. Fire Officer Training 136, Fire Inspector 2A: Fire Prevention Administration
74. Geography 100, World Regional Geography
75. Geography 101, Physical Geography
76. Law 100, Law and Society
77. Law 105, The Legal Environment of Business
78. Law 299, Cooperative Work Experience Education – Occupational
79. Manufacturing Technology 116, QC Operations with Verisurf Software
80. Manufacturing Technology 194, CNC Horizontal Mill Setup and Operation
81. Mathematics N48, Pre-Algebra/Algebra Basics
82. Mathematics 083, Beginning and Intermediate Algebra for Liberal Arts and Social Science
83. Mathematics 280, Intermediate Calculus
84. Music 164B, Intermediate Piano Repertoire II
85. Music 178, Mariachi
86. Music 214, Theory 4
87. Nursing-Registered 106A, Health Science Skills Laboratory- First Semester
88. Nursing-Registered 106B, Health Science Skills Laboratory- Second Semester
89. Nursing-Registered 106C, Health Science Skills Laboratory- First Year Refresher
90. Nursing-Registered 160, Introduction to Pharmacology
91. Nursing-Registered 161, Principles of Nursing Practice

92. Nursing-Registered 161L, Principles of Nursing Practice Lab
93. Nursing-Registered 162, Pharmacological Concepts
94. Nursing-Registered 163, Simple Concepts
95. Nursing-Registered 163L, Simple Concepts Lab
96. Nursing-Registered 164, Family Health Concepts
97. Nursing-Registered 164L, Family Health Concepts Lab
98. Nursing-Registered 165, Health Illness Concepts
99. Nursing-Registered 165L, Health Illness Concepts Lab
100. Nursing-Registered 200, Role Transition
101. Nursing-Registered 206A, Health Science Skills Laboratory- Third Semester
102. Nursing-Registered 206B, Health Science Skills Laboratory- Fourth Semester
103. Nursing-Registered 206C, Health Science Skills Laboratory- Second Year Transition
104. Nursing-Registered 261, Mental Health Concepts
105. Nursing-Registered 261L, Mental Health Concepts Lab
106. Nursing-Registered 262, Acute Concepts
107. Nursing-Registered 262L, Acute Concepts Lab
108. Nursing-Registered 263, Complex Concepts
109. Nursing-Registered 263L, Complex Concepts Lab
110. Nursing-Registered 264L, Preceptorship Lab
111. Nutrition and Food 115, Nutrition
112. Nutrition and Food 120, Food and Culture
113. Occupational Therapy Assistant 100, Medical Terminology and Documentation for the O.T.A.
114. Paralegal 100, Law and Society
115. Paralegal 101, Law Office Management
116. Paralegal 105, Cooperative Work Experience Education – Occupational
117. Paralegal 107, Principles and Procedures in the Criminal Justice System
118. Paralegal 120, Computers in the Law Office
119. Paralegal 121, Legal Ethical Reasoning
120. Paralegal 131, Advanced ADR Practice
121. Paralegal 132, Family Law and Procedure
122. Paralegal 133, Workers Compensation Law and Procedure
123. Paralegal 134, Estate Planning and Administration
124. Paralegal 138, Law of Business Organizations
125. Paralegal 248, Advanced Research and Writing
126. Paralegal 297, The Professional Paralegal
127. Theatre Arts 120, Musical Theatre History
128. Theatre Arts 133, Lighting Fundamentals
129. Welding 101, Introduction to Welding
130. Welding 153, Math/Blueprint Reading for Welders
131. Welding 155, Metal Fabrication
132. Welding 181, Pipe Welding Fundamentals
133. Welding 182, Intermediate Pipe Welding
134. Welding 225, Advanced Electric Arc Welding
135. Welding 232, Advanced Gas Tungsten Arc Welding
136. Welding 240, Structural Welding SMAW/FCAW
137. Welding 244, Welding Certification D1.1 Code Clinic
138. Welding 282, Advanced Pipe Welding

Non-Credit

- 139. Adult Basic Education 023, Adult Basic Education Reading
- 140. Adult Basic Education 024, Adult Basic Education Writing
- 141. English As a Second Language 491, Advanced Writing and Grammar Review
- 142. English As a Second Language 510, ESL: English for Work 1
- 143. English As a Second Language 520, ESL: English for Work 2
- 144. Vocational – Business 243, Introduction to Customer Service Skills
- 145. Vocational – Health 896, Paraprofessional Mental Health Worker II
- 146. Vocational – Health 897, Paraprofessional Mental Health Worker III

HONORS COURSE REVISIONS

Credit

1. Nutrition and Food 115H, Honors Nutrition

Non-Credit

None

DEACTIVATED COURSES**Credit**

1. Accounting 019, Accounting Computer Laboratory
2. Art 129, Introduction to Web Design
3. Automotive Technology 108, Oxyacetylene-Arc Welding
4. Automotive Technology 160, Foundations of Mobile Air Conditioning and Refrigeration
5. Chemistry 119, Fundamentals - General and Organic
6. Chemistry 199, Independent Study
7. Child Development 070, Early Childhood Education: Introductory Principles and Practices (DS3)
8. Communication Studies N59, Pronunciation Review
9. Communication Studies 104, Listening
10. Criminal Justice Academies 029A, Explosive Devices Training
11. Criminal Justice Academies 034A, Advanced Officer Training (AOT)
12. Criminal Justice Academies 068A, Investigations and Report Writing
13. Criminal Justice Academies 083A, Instructor Skills
14. Diesel 108, Oxyacetylene-Arc Welding
15. Diesel 288, Diesel Engines: Light-Medium Duty Systems
16. Engineering 112, Society and the Built Environment
17. Engineering 143, Fundamentals of Construction
18. Engineering 165, Introduction to Energy
19. Engineering 175, Introduction to Energy Analysis
20. Engineering 177, Green HVAC
21. Engineering 186, AutoCAD 3-Dimensional Drawing
22. Engineering 195, Renewable Energy
23. Engineering 201, Residential and Light Commercial Construction Practices and Estimating
24. Engineering 203, Sustainable Construction and Facilities Management
25. Engineering 204, Building Automation & Controls
26. Engineering 205, Engineering Programming and Problem-Solving
27. Engineering 228, Descriptive Geometry
28. English N50, Introduction to Written Communication
29. English N60, Basics of Effective Writing
30. Fire Officer Training 006B, Truck Company Academy
31. Fire Officer Training 006D, CSFM Terrorism and RIC
32. Fire Officer Training 019, Emergency Trench Rescue
33. Fashion Design Merchandising 070, New York Study Tour
34. Interdisciplinary Studies 117H, Honors Introduction to Global Studies
35. Kinesiology Health Education 105, First Aid and Personal Safety
36. Kinesiology Health Education 107, Cardiopulmonary Resuscitation
37. Mathematics 070, Geometry
38. Mathematics 083BR, Bridge to BSTEM Math Pathway
39. Mathematics 165, Introduction to Math Tutoring
40. Paralegal 298, The Professional Paralegal
41. Pharmacy Technology 084L, Pharmacy Technology Skills Lab
42. Spanish N51, Spanish for Public Personnel

Non-Credit

43. English As a Second Language 394, ESL Writing A
44. English As a Second Language 395, ESL Writing B
45. English As a Second Language 399, ESL Literacy
46. English As a Second Language 401, ESL/Family Literacy Beginning ESL 1
47. English As a Second Language 405, ESL/Family Literacy, Beginning ESL 2
48. English As a Second Language 407, ESL/Family Literacy, Beginning 3
49. English As a Second Language 408, ESL/Family Literacy Intermediate 1
50. English As a Second Language 409, ESL/Family Literacy Intermediate 2
51. English As a Second Language 410, Beginning ESL 1
52. English As a Second Language 420, Beginning ESL 2
53. English As a Second Language 430, Beginning ESL 3
54. English As a Second Language 460, Intermediate ESL 1
55. English As a Second Language 470, Intermediate ESL 2
56. English As a Second Language 480, Intermediate ESL 3
57. English As a Second Language 703, Academic English as a Second Language Beginning 3
58. English As a Second Language 711, Academic English as a Second Language Intermediate 1
59. English As a Second Language 712, Academic English as a Second Language Intermediate 2
60. English As a Second Language 713, Academic English as a Second Language Intermediate 3
61. High School Subjects - Natural Sciences 186, Life Science 2
62. High School Subjects - Natural Sciences 189, Life Science 1
63. High School Subjects - Natural Sciences 193, Basic Science 2
64. High School Subjects - Social Sciences 223, Government 2: State and Local Government

DEACTIVATED EXPERIMENTAL COURSES

Credit

65. English 098, Topics in English
66. Fire Academy 198-01, Emergency Medical Technician
67. Fire Officer Training 030-10, Emergency Trench Rescue
68. Fire Officer Training 030-98, (TIP) Trauma Intervention Program
69. Fire Officer Training 098-01, Training Instructor 1C
70. Fire Officer Training 098-02, Community Emergency Response Team
71. Fire Officer Training 098-03, Fire Prevention 1
72. Fire Officer Training 098-04, Fire Investigation 1A: Fire Origin and Cause Determination
73. Fire Officer Training 098-05, Fire Prevention 1A
74. Fire Officer Training 098-06, Fire Prevention 1B
75. Fire Officer Training 098-07, Investigation 1B
76. Fire Officer Training 098-08, Fire Prevention 1C
77. Fire Officer Training 098-09, Training Instructor 1A
78. Fire Officer Training 098-10, Training Instructor 1B
79. Fire Officer Training 098-11, Fire Command 1B
80. Fire Officer Training 098-12, Fire Command 1C
81. Fire Officer Training 098-13, Community Emergency Response Team
82. Fire Officer Training 098-14, Driver Operator 1B
83. Fire Officer Training 098-15, Driver Operator 1A
84. Fire Officer Training 098-16, S-215 Urban Wildland Interface
85. Fire Officer Training 098-17, Management 1
86. Fire Officer Training 098-18, Prevention 1
87. Fire Officer Training 098-19, Auto Extrication
88. Fire Officer Training 098-20, Command 1A
89. Fire Officer Training 098-21, ICS 300
90. Fire Officer Training 098-23, Fire Inspector 1D: Field Inspector
91. Fire Officer Training 098-24, Command 1C: WUI Command Operations for the Company Officer
92. Fire Officer Training 098-25, Fire Prevention 1: Fire and Life Safety Inspections for the Company Officer
93. Fire Officer Training 098-26, Fire Command 1A
94. Fire Officer Training 098-28, Auto Extrication
95. Fire Officer Training 098-060, Fire Apparatus Driver/Operator 1A: Driver/Operator
96. Fire Officer Training 098-061, Fire Apparatus Driver/Operator 1B: Pumping Apparatus Operations
97. Fire Officer Training 198-06, Fire Prevention 2B
98. Fire Officer Training 198-19, Fire Inspector 2-A
99. Fire Officer Training 198-20, Fire Inspector 2-B
100. Fire Officer Training 198-21, Fire Inspector 2-C
101. Fire Officer Training 198-22, Fire Inspector 2D: Hazardous Materials, Operations, and Processes
102. Fire Public Safety 098-01, Fire Inservice Training 2012-B
103. Fire Public Safety 098-02, Fire Inservice Training 2013-A Standards
104. Fire Public Safety 098-03, Fire Inservice Training 2013-B Standards
105. Fire Public Safety 098-04, Fire In-Service Training 2014-A Standards
106. Fire Public Safety 098-05, Marine 2014-2015 Lifeguard Criteria
107. Fire Public Safety 098-06, Emergency Medical Response
108. Fire Public Safety 098-07, US Lifeguards Association - Rescue Vessel Operations

109. Fire Public Safety 098-08, Lifeguard Daily Operations and Procedures
110. Fire Public Safety 098-09, US Lifeguards Association - Environmental Conditions
111. Fire Public Safety 098-10, US Lifeguards Association - Aquatic Swim Skills
112. Fire Public Safety 098-11, United States Lifeguarding Association Records and Reports
113. Fire Public Safety 098-13, U.S. Lifeguard Association Aquatic Rescue Drills
114. Fire Public Safety 098-14, U.S. Lifeguards Association Dispatch Skills and Communication Knowledge
115. Fire Public Safety 098-15, Special Rescue Operation
116. Fire Public Safety 098-17, ICS 100 -200
117. Fire Public Safety 098-20, CA Firefighter Professional Qualifications
118. Fire Public Safety 098-23, Company Officer Professional Development
119. Fire Public Safety 098-24, CA Fire Service Administrative Requirements
120. Fire Public Safety 098-25, RT-130 Fireline Safety Refresher Training
121. Japanese 198, Topics in Japanese
122. Pharmacy Technology 098-10, Remediation Lab
123. Pharmacy Technology 098-11, Pharmacy Technician Orientation
124. Pharmacy Technology 098-12, Medication Therapy Management for Pharmacy Technicians
125. Welding 098-09, Beginning Pipe Fundamentals
126. Welding 098-10, Beginning Metal Fabrication

Non-Credit

None

DISTANCE EDUCATION OFFERINGS**Credit**

1. Art 121A, Fundamentals of Typography
2. Art 122, Graphic Design I
3. Art 193, Motion Graphics with Adobe After Effects
4. Automotive Technology 101A, Automotive Mechanical Operation
5. Automotive Technology 101B, Automotive Electrical Operation
6. Automotive Technology 102, Auto Essentials
7. Automotive Technology 106, Automotive Maintenance
8. Automotive Technology 122, Electronics Fundamentals
9. Automotive Technology 124, Electrical Systems
10. Automotive Technology 132, Engine Performance
11. Automotive Technology 145, Advanced Drive Train Systems
12. Automotive Technology 153, Brakes
13. Automotive Technology 154, Steering and Suspension Service
14. Automotive Technology 161, Automotive Air Conditioning, Heating and Ventilation Systems
15. Automotive Technology 172, Engine Diagnosis and Maintenance
16. Automotive Technology 176, Engine Repair
17. Automotive Technology 190, Automotive Manufacturer Specific I
18. Automotive Technology 191, Automotive Manufacturer Specific II
19. Automotive Technology 200, Automotive Service Advising
20. Automotive Technology 201, Automotive Service Management
21. Automotive Technology 202, Automotive Independent Shop Ownership
22. Automotive Technology 218, Advanced Engine Performance
23. Automotive Technology 280, Computer Control and OBD-2 Foundations
24. Automotive Technology 281, Fuel Injection Systems
25. Automotive Technology 282, Automotive Sensors
26. Automotive Technology 283, Diagnostic Test Equipment
27. Automotive Technology 284, OBD-2 Diagnosis and Networks
28. Automotive Technology 285, Hybrid Vehicles
29. Automotive Technology 287, Alternative Fuels
30. Automotive Technology 288, Diesel Engines: Light-Medium Duty Systems
31. Biology 190, Introduction to Biotechnology
32. Child Development 107, Child Growth and Development (DS1)
33. Child Development 110, Child, Family, and Community (DS2)
34. Child Development 114, Careers in Teaching
35. Child Development 215, Administration I: Programs in Early Childhood Education (DS6)
36. Child Development 216, Administration II: Personnel and Leadership in Early Childhood Education (DS6)
37. Child Development 232, Math and Science Methods for Early Learning Environment
38. Communications & Media Studies 150, Introduction to Public Relations
39. Communications & Media Studies 210, Intermediate Reporting and Newswriting
40. Computer Science 112, Java Programming
41. Dance 105, World Dance and Cultures
42. Education 204, Personal Proficiency in Educational Technologies for Secondary Teachers
43. Education 205, Personal Proficiency in Educational Technologies for Elementary Teachers

44. Engineering 100A, Introduction to Engineering
45. Engineering 114, Geometric Dimensioning and Tolerancing
46. Engineering 118, Surveying
47. Engineering 119, Advanced Plane Surveying
48. Engineering 142, Civil Drafting
49. Engineering 154, Revit
50. Engineering 183, AutoCAD I
51. Engineering 184, AutoCAD II
52. Engineering 185, Civil 3D
53. Fashion Design Merchandising 100, Introduction to the Fashion Industry
54. Fashion Design Merchandising 103, Fashion Selection
55. Fashion Design Merchandising 105A, Beginning Sewing
56. Fashion Design Merchandising 108, RTW Apparel Quality and Construction Analysis
57. Fashion Design Merchandising 140, Fashion E-Commerce
58. Fashion Design Merchandising 216, Computerized Garment Pattern Drafting
59. Geography 100, World Regional Geography
60. Geography 101, Physical Geography
61. Law 100, Law and Society
62. Law 105, The Legal Environment of Business
63. Law 121, Legal Ethical Reasoning
64. Mathematics N48, Pre-Algebra/Algebra Basics
65. Mathematics 083, Beginning and Intermediate Algebra for Liberal Arts and Social Science
66. Nursing-Registered 162, Pharmacological Concepts
67. Nutrition and Food 115, Nutrition
68. Nutrition and Food 115H, Honors Nutrition
69. Nutrition and Food 120, Food and Culture
70. Occupational Therapy Assistant 100, Medical Terminology and Documentation for the O.T.A.
71. Paralegal 100, Law and Society
72. Paralegal 101, Law Office Management
73. Paralegal 105, Cooperative Work Experience Education – Occupational
74. Paralegal 120, Computers in the Law Office
75. Paralegal 121, Legal Ethical Reasoning
76. Paralegal 131, Advanced ADR Practice
77. Paralegal 132, Family Law and Procedure
78. Paralegal 133, Workers Compensation Law and Procedure
79. Paralegal 134, Estate Planning and Administration
80. Paralegal 138, Law of Business Organizations
81. Paralegal 248, Advanced Research and Writing
82. Paralegal 297, The Professional Paralegal
83. Theatre Arts 120, Musical Theatre History
84. Theatre Arts 133, Lighting Fundamentals
85. Welding 177, Welding Metallurgy

Non-Credit

86. English As a Second Language 491, Advanced Writing and Grammar Review
87. Learning 750, Intensive Writing and Grammar

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Office of the President**

To: Board of Trustees	Date: December 9, 2019
Re: Approval of RSCCD Technology Services Agreement with Hobsons for Starfish Enterprise Success Platform for Santa Ana College	
Action: Request for Approval	

BACKGROUND

In 2017, Santa Ana College (SAC) began implementing the California Guided Pathways Project as a framework to substantially increase the number of students who earn a certificate or degree. In this effort, SAC began exploring potential software tools that employ timely, data-driven interventions to help students thrive and succeed in college as part of the Guided Pathways process. The Hobsons Starfish Enterprise Success Platform offers student success technology to help students complete their academic goals. The agreement would support cross-service communication, predictive indicators and early interventions that provide a holistic view of a student on their path to completion.

ANALYSIS

Hobsons Starfish is a comprehensive software solution that is used nationwide to manage student success. Recently, Hobsons reached an agreement with the California Community Colleges (CCC) Chancellor's Office to offer Starfish solutions to all CCC institutions. Currently, 43 institutions within the CCC system utilize Starfish solutions. Thus, Santa Ana College would like to enter into a three-year subscription agreement with Hobsons for use of their student success software solution, with support from Hobsons' consultants for tailored configuration and implementation. The term of the contract is three (3) years with a total cost of \$277,706 paid in annual installments. This project will be funded by the Santa Ana College Guided Pathways grant and available carryover funds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the RSCCD Technology Services Agreement with Hobsons for the Starfish Enterprise Success Platform for SAC, as presented.

Fiscal Impact: \$277,706 total over 3 yrs.	Board Date: December 9, 2019
Prepared by: John Steffens, Director, Student Information Support	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
TECHNOLOGY SERVICES AGREEMENT

This Technology 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 Hobsons, Inc., a Delaware corporation, having its principal business address located at 400 E Business Way, Suite 400, Cincinnati, OH 45241, hereinafter called ("Provider"). District and Provider may be collectively referred to as the “Parties.”

Provider certifies that Provider is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

1. **Term.** This Agreement is effective as of December 10, 2019 (“Effective Date”) and shall terminate 36 months after execution, unless earlier terminated pursuant to early termination provisions of this Agreement. This Agreement shall not be automatically renewed or extended.
2. **Provider Services.** Provider agrees to furnish all necessary software licenses and technology services necessary to carry out the Scope of Services, as described in Exhibit A attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District is limited to Exhibit A. Provider will not perform any services for District and District will not pay for any additional services without the prior express written authorization of District by executed amendment or change order, describing with particularity the additional scope and cost of such services.
3. **Payment.**
 - a. Compensation. The District shall pay Provider for all Services set forth in Exhibit A, in the amount and payment method as described in Exhibit B (Cost of Services), which is attached hereto and incorporated herein by reference. Provider shall furnish and cover at its own expense all necessary labor, supplies, materials, overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. The District must provide appropriate and sufficient equipment and support services to access the services rendered by Provider, including computers and internet access. District’s obligations to compensate Provider for the Services, shall solely be governed by Exhibit B which includes Hobsons’ Agreement. Should Provider incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not set forth in Exhibit B. District shall be entitled to refuse to pay for any unauthorized costs or expenses.
 - b. W-9: Provider acknowledges and agrees that it must submit a completed “Request for Taxpayer Identification Number and Certification” (Form W-9) with this signed Agreement 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 Provider.
 - c. Invoicing and Method of Payment: Unless otherwise specified in Exhibit B, Provider shall invoice District monthly.
4. **Independent Contractor Relationship.** Provider is an independent contractor. Provider represents and warrants that Provider and Provider’s employees, and agents are not officers, agents, or employees of

District. Provider acknowledges and agrees that any personnel performing the Services shall at all times be under Provider's exclusive direction and control, and that Provider is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Provider further acknowledges and agrees that Provider shall be solely responsible for payment of any and all its taxes applicable to the Services, including, but not limited to, all federal, state, and local taxes, social security taxes, income tax withholding, unemployment insurance, workers' compensation insurance.

5. **Compliance with Applicable Law.** Provider shall comply with all applicable federal, state, and local laws, regulations, and administrative rules, including but not limited to all of the following:
 - a. **Licensing Requirements.** Provider covenants and agrees to obtain and maintain, during the term of this Agreement, all necessary government and professional licenses, permits, certifications and incidents of authority required for the legal performance of the Services. Provider shall immediately notify District in the event any license, permit or certification denial, suspension, revocation, or non-renewal. District maintains the right to request and immediately receive evidence of such proper licensure and certificates at any time during the term of this Agreement.
 - b. **Conflicts of Interest.** Provider warrants and covenants that Provider presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render this Agreement a violation of any applicable state, local, or federal law regarding conflicts of interest, including, but not limited to, Government Code section 1090. Provider shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code as published on September 27, 2019. If any principal provider of the Services is a "consultant" for the purposes of the Fair Political Practices Act (Gov. Code § 81000 et seq.), each such person shall comply with Form 721 Statement of Economic Interests filing requirements in accordance with state or City local Conflict of Interest Code. If any conflict of interest should hereinafter arise, Provider shall promptly notify District of the existence of such conflict of interest. The existence of a conflict of interest which violates any applicable state, local, or federal law, or District policy shall be cause for immediate termination of this Agreement.
 - c. **Non-Discrimination.** Provider 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, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.
 - d. **FERPA.** Provider agrees to comply with the Family Educational Rights and Privacy Act (FERPA) with respect to the use and maintenance of education records.
6. **Other Service Providers.** District reserves the right to enter into other agreements for services additional or related to the subject matter of this Agreement, and Provider agrees to reasonably cooperate with these other Providers and with the District but only to the extent Provider does not incur additional cost, Provider is not assisting directly or indirectly a competitor of Provider, or Provider is not violating any laws or other agreements. Subject to the foregoing, when requested by District, Provider shall coordinate its performance under this Agreement with such additional or related service providers. Provider shall not interfere with the work performance of any other service provider or District employee.
7. **Early Termination.** This Agreement may be terminated as follows unless otherwise specified herein:
 - a. **Mutual:** The Parties may terminate this Agreement at any time by their written agreement.

- b. Breach: Either party may terminate this Agreement 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. Said notice must describe the breach in sufficient detail to provide the other party with adequate notice and an opportunity to cure. 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 Agreement at any time thereafter by giving a written notice of termination. In the case of termination for the Provider's breach, the District shall pay Provider for all Services performed in accordance with this Agreement prior to the date of termination.
- c. Provider Licensing; Bankruptcy: Notwithstanding any other provision herein, District may terminate this Agreement immediately by written notice to Provider in the event Provider files for bankruptcy.
- d. Furlough: In the event District is not allotted funds for the next fiscal year to continue using Services under this Agreement, and there are not funds for the purchase of Services performing similar functions to those performed by the products/services hereunder, then District may terminate this Agreement by giving written notice to Provider of such termination at least thirty (30) days prior to the end of the then current fiscal year. Additionally, District must provide proof of the lack of appropriations as well as not appropriate funds for the same or similar Services within the term of this Agreement. Furthermore, District remains responsible for payment of all products and services it has implemented, used or purchased through the time of termination, and District will not be refunded for any prepaid fees.

8. Access to Records. During the term of this Agreement and for a period of three years after termination, Provider shall permit the District and its authorized representatives to review all Provider financial books, documents, papers, plans, and records, electronic or otherwise ("Records"), related to this Agreement. Provider shall maintain all Records in accordance with generally accepted accounting principles so as to document clearly Provider's performance of the Services. Following final payment and termination of this Agreement, Provider shall retain and keep accessible all Records for a minimum of three years, or such longer period as may be required by law, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement to the extent required by law, whichever date is later.

9. Confidentiality.

- a. As used herein, "Confidential Information" means all student data, pupil records, or other information that is privileged, personally identifiable (both linked and linkable information) confidential, not publicly 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. Provider 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 applicable law and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. The Agreement serves as written authorization but only to the extent to provide the Services.
- b. If Provider 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.), the Parties shall enter into a Data Privacy Agreement with District. Once executed, the Data Privacy Agreement shall become incorporated into and become part of this Agreement as if set forth herein.
- c. **IF PROVIDER BECOMES AWARE OF AN UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, PROVIDER SHALL WITHIN 48 HOURS NOTIFY THE DISTRICT. PROVIDER SHALL COMPLY WITH CALIFORNIA CIVIL CODE SECTION 1798.82 FOR SYSTEM SECURITY BREACH NOTIFICATION PROCEDURES WHEN REQUIRED TO DO SO BY LAW.**

10. Indemnification and Hold Harmless. To the fullest extent allowed by law, each Party (the “Indemnifying Party”) shall defend, indemnify and hold the other Party, its officials, trustees, officers, agents, employees, volunteers, and representatives (collectively, the “Indemnified Parties”) free and harmless from any and all claims, demands, negligence, 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: 1) The Indemnifying Party’s failure to fully comply with or breach of any of the terms and conditions of this Agreement, and 2) any acts, omissions, negligence or willful misconduct of the Indemnifying Party and the Indemnifying Party’s officials, officers, employees, and agents arising out of or in connection with this Agreement (“Indemnification”). The Indemnifying Party’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 Indemnifying Party’s Indemnification also includes any direct Loss sustained by the Indemnified Parties, and each of them, as a result of 1) the Indemnifying Party’s failure to implement and maintain appropriate data security or cybersecurity measures; 2) any data breach in which the Indemnified Parties’ Confidential Information or privileged and confidential information is released, exposed, lost, or stolen as a result of the Indemnifying Party’s actions or inactions except to the extent any Loss is caused by an action or inaction of the Indemnified Parties; 3) computer viruses, denial of service attacks, and other technologically harmful materials that fall under the Indemnifying Party’s responsibility to secure that harm or infect any of the Indemnified Parties’ electronic equipment, software, data, or other proprietary material arising from this Agreement, and 4) infringement of copyright, trademark, trade dress, invasion of privacy violations arising from this Agreement except to the extent any Loss is caused by an infringement of the Indemnified Parties, and 5) any breach by the Indemnifying Party of the Data Privacy Agreement, if executed.

11. Insurance Requirements. During the term of this Agreement, at Provider’s sole cost and expense, Provider agrees to procure and maintain the following insurance:

- a. Commercial General Liability Insurance in the minimum amount \$1,000,000 per occurrence, including 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 Provider’s liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit. District, its officials, trustees, officers, agents, employees, volunteers, and representatives (“District Entities”) shall be included as additional insureds with respect to liability arising out of the Services performed by or on behalf of the Provider under this Agreement. The policy shall contain a severability of interests/cross liability clause or language stating that Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Technology Professional Liability (Errors and Omissions) appropriate to the Provider’s profession and Services hereunder, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The policy shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the District in the care, custody, or control of the Provider. If not covered under

the Provider's liability policy, such "property" coverage of the District may be endorsed onto the Provider's Cyber Liability Policy as covered property.

- c. Cyber Liability Coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the District that will be in the care, custody, or control of the Provider. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- d. For any policy which provides claims-made coverage: 1) The Retroactive Date must be shown, and must be before the anticipated commencement of Services., 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of this Agreement; and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Agreement.]
- e. Workers' Compensation Insurance: Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Provider must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- f. Provider Insurance Primary: For any claims related to this Agreement, the Provider's insurance coverage shall be primary insurance coverage. Any insurance or self-insurance maintained by the District Entities shall be excess of the Provider's insurance and shall not contribute with it.
- g. Waiver of Subrogation. Provider hereby grants to the District Entities, a waiver of any right to subrogation which any insurer of said Provider 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. Provider 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.
- h. Acceptability of Insurers. Unless otherwise acceptable to the District, all insurance is to be placed with insurers authorized to conduct business in California with a current A.M. Best's rating of no less than A:VII, or approved by the Surplus Lines Association to do business in California.
- i. Verification of Coverage. Provider shall furnish the District with certificates. All certificates are to be received by the District before commencement of the Services. However, failure to obtain the required documents prior to the commencement of Services shall not waive the Provider's obligation to provide them.
- j. Waivers, Modifications, or Changes. Any modification or waiver of the insurance requirements herein shall be made only with the written approval of the District.

12. Disputes.

- a. Claims Statute Requirement. This provision does not relieve Provider of its obligation to timely comply with all applicable provisions of the Government Claims Act before initiating any legal proceeding against the District.
- b. Controlling Law. California law will govern any dispute related to this Agreement.

13. Data Security. District Data: District Data is data transferred to and stored in Provider's system used to provide the Services. District Data does not include deidentified or aggregated data derived from District Data. To the extent Provider receives, hosts or has access to District Data, or stores or holds any District Data, Provider agrees to:

- a. Data Ownership: Provider agrees that all District Data transferred to, submitted to or shared by the District with Provider shall remain the property of the District.
- b. Data transfer and storage: Provider will encrypt all District student personally identifiable or confidential

information in transit, stored or at rest in any data centers or hosting locations used by Provider. Provider will not transfer District Data to any data center or hosting location outside of the United States.

- c. Data Access: Provider will authorize access to District Data only to its employees and authorized parties with a legitimate business need. Provider shall establish controls to monitor and prevent unauthorized access to District's data.
- d. Information Security Program: Provider will maintain an Information Security Program consistent with NIST Special Publication (SP) 800-171, ISO 27001 and in any event no less than industry standards to maintain physical, technical, and administrative safeguards to protect District Data against unauthorized access, use, or disclosure.
- e. Authentication: Provider's systems shall authenticate against District's Active Directory environment for logon purposes.

14. Service levels for hosting.

- a. Provider guarantees an average uptime for the services it hosts for District of 99.8%.
- b. Provider guarantees response and resolution times for support issues as included in Exhibit C
- c. Provider will back up and retain customer data backups in the schedule included in Exhibit C
- d. Provider guarantees Recovery Target Objectives (RTO) and Recovery Point Objectives (RPO) issues as included in Exhibit C
- e. Provider warrants that all Services provided under this Agreement will be accessible to individuals with disabilities as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794(d)), the Americans with Disabilities Act (42 USC 12101 et. seq.), Web Content Accessibility Guidelines (WCAG) 2.0 Level AA guidelines, and any other applicable federal regulations.

15. Miscellaneous.

- a. Assignment. Neither party shall assign or delegate, by contract, agreement or otherwise, the Services or any part of the Services to be performed under this Agreement to any other person or entity without the express written permission of the other party by executed addendum. Consent to any assignment may be withheld by a party at its sole and unrestricted discretion. Prior to performance of Services by any assignee, the assignee shall provide the District with evidence of all insurance, certificates, forms, and licenses required by this Agreement.
- b. Successors in Interest. This Agreement shall bind and inure to the benefit of the Parties, their successors, and approved assigns, if any.
- c. No Third Party Beneficiaries. District and Provider are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.
- d. Waiver. Waiver of any default or breach under this Agreement by District does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement.
- e. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held invalid.
- f. Amendments; Renewal. Any renewals to or amendments of the terms of this Agreement must be in writing and signed by authorized representatives of both Parties.
- g. Counterparts. The parties may execute this Agreement in counterparts, each of which constitutes an

original and all of which comprise one and the same Agreement. Counterparts may be delivered by electronic means.

- h. Notices. All notices or other communications required by this Agreement shall be sent by electronic mail transmission, United States mail or hand delivery to the representative designated below for each party, or to any such other representative as a party may designate in writing from time to time:

For District:

Santa Ana College, Rancho Santiago CCD
Name: John Steffens, Director, Student Information Support
Address: 1530 W. 17th Street, Santa Ana, CA 92706-3398
Email: steffens_john@sac.edu
Phone: (714) 564-6978

With a copy to:

Vice Chancellor of Business Operations / Fiscal Services
Rancho Santiago Community College District
Address: 2323 N. Broadway, Santa Ana, CA 92706
Phone: (714) 480-7340

For Provider:

Hobsons
Name: Kelly Kilby, Starfish Account Executive-CCCs
Email: kelly.kilby@hobsons.com
Phone: (707) 235-3834

- i. 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.
- j. Survival. Upon termination of this Agreement, the respective rights and obligations of the Parties shall survive such termination to the extent necessary to carry out the intentions of the Parties. The sections of this Agreement with the headings titled "Access to Records," "Confidentiality," "Data ownership" and "Indemnification and Hold Harmless" shall survive the termination of this Agreement.
- k. Authority. The undersigned warrant that they are duly authorized representatives of the Parties and have been empowered to execute this Agreement on behalf of the party indicated.

Rancho Santiago Community College District
BY: _____

Hobsons
BY: _____

Signature of Authorized Person

Signature of Authorized Person

Print Name: Peter J. Hardash
Print Title: Vice Chancellor, Business
Operations/Fiscal Services
Date: _____

Print Name: Paul McConville
Print Title: Sr. Vice President-Sales
Date: _____

**Exhibit A
Scope of Services**

Product	Start Date	Description
Starfish Enterprise Success Platform - Insight & Action	12/10/2019	Connect institutional strategy to tactical student success approach by examining analytic reports influencing proactive advising that allows faculty and staff to identify, track, and engage students with the resources aligned to their specific needs. Includes institutional analytics reports, case management, intervention inventory, & student-level analytics tools, as well as, strategic consulting and professional services.
Starfish Enterprise Success Platform - Insight & Action	12/10/2020	Connect institutional strategy to tactical student success approach by examining analytic reports influencing proactive advising that allows faculty and staff to identify, track, and engage students with the resources aligned to their specific needs. Includes institutional analytics reports, case management, intervention inventory, & student-level analytics tools, as well as, strategic consulting and professional services.
Starfish Enterprise Success Platform - Insight & Action	12/10/2021	Connect institutional strategy to tactical student success approach by examining analytic reports influencing proactive advising that allows faculty and staff to identify, track, and engage students with the resources aligned to their specific needs. Includes institutional analytics reports, case management, intervention inventory, & student-level analytics tools, as well as, strategic consulting and professional services.

Total Price:	277,706.00
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Professional Services	Up to Quantity	Unit	Price	Start Date	Term (In Months)
Analytics & Research Consulting	60	Hours	4551.96	12/10/2019	12
Project Consulting	150	Hours	11379.90	12/10/2019	12
Strategic Consulting	45	Hours	4096.76	12/10/2019	12
Analytics & Research Consulting	40	Hours	3034.64	12/10/2020	12
Project Consulting	50	Hours	3793.30	12/10/2020	12
Strategic Consulting	45	Hours	4096.76	12/10/2020	12
Analytics & Research Consulting	10	Hours	758.66	12/10/2021	12
Project Consulting	50	Hours	3793.30	12/10/2021	12
Strategic Consulting	20	Hours	1820.78	12/10/2021	12

Product or Service	Quantity	Unit	Price	Start Date	Term (In Months)
Starfish Core	1	License	35990.83	12/10/2019	12
Starfish Institutional Analytics	1	License	35104.72	12/10/2019	12
Starfish Student Analytics	1	License	9000.74	12/10/2019	12
Starfish Core	1	License	36002.97	12/10/2020	12
Starfish Institutional Analytics	1	License	35116.86	12/10/2020	12
Starfish Student Analytics	1	License	9006.81	12/10/2020	12
Starfish Core	1	License	36015.11	12/10/2021	12
Starfish Institutional Analytics	1	License	35129.00	12/10/2021	12
Starfish Student Analytics	1	License	9012.88	12/10/2021	12

Exhibit B
Cost of Services and Method of Payment

Insight & Action Billing Invoice Details:

12/10/2019 - \$92,580

12/10/2020 - \$92,590

12/10/2021 - \$92,536

Total Billing (2019-2022) = \$277,706

Unless payment terms/dates are specifically detailed, Hobsons will issue invoices once per year for services to be delivered in the following year, with the first invoice issued upon execution of the Scope of Services and then annually thereafter throughout the term of the Agreement.

Consulting/Implementation hours* are allocated as follows:

Year 1 - 255 hours

Year 2 - 135 hours

Year 3 - 80 hours

* Travel and expenses associated with on-site Project and Strategic consulting visits will be billed at the conclusion of the on-site engagements. Travel costs are billed out as actual expense.

Each contract year, the Santa Ana College team will work with Hobson's Service team for the following professional services:

- 1) Project Consulting - The functional project team will meet weekly with the Hobsons Project Consultant, through the duration of the project to configure, plan, train, and launch the Starfish Enterprise Success Platform, and its chosen feature sets, to the campus community. The technical project team will meet bi-weekly, as needed, with the Hobsons Project Consultant, to bring the necessary data elements into the Platform tenant for use. The Project Consultant bills time to the College for all prep and planning time included in working, configuring, and training the team to meet institutional goals identified through the course of the project.
- 2) Strategic Consulting – Hobsons recognizes that implementing Starfish Analytics can require cultural change. As a result, your package includes services to support implementation adoption from our Strategic Consulting division. The Strategic team will work alongside you, in enhancing your work with the analytics reports, case management work flows, intervention inventory, tactical student-level analytics (retention score) tools and training. The Strategic team will support you initially by engaging you in a 2.5 day onsite meeting, following your project kick-off. The Strategic work supports cultural change, ensuring successful implementation and adoption in workshops. During the initial onsite, the half-day workshop entitled, “The Intervention Inventory Workshop” provides measurement, guidance and support of intervention efficacy for Counselors and the onboarding teams. You will note on the provided timeline that your Student Intervention Inventory is “live” from project commencement as part of this work. The Strategic team continues to support your Project, Analytics and Data Consultants year-to-year, and reengage with your team to continue the momentum and progress toward your goals.
- 3) Data Consulting - your pricing also includes hours with our data scientists for implementation of the tactical, student-level (retention score) to the campus community; and the institutional-level predictive analytics work. These hours are consumed through regular project meetings, trainings, the data consumption and cleaning process, as well as the data reveal and usage.

Exhibit C Response and Resolution Time

Support will be provided by Hobsons staff out of our Arlington, VA and/or Cincinnati, OH offices. Our client support team is available Monday through Friday, 8:00 AM to 8:00 PM ET. On average, the team responds to reported issues within two business hours when the ticket is submitted during business hours, although we aim to exceed expectations when possible. If a non-critical ticket is submitted after business hours, we will respond during the next business day. Hobsons maintains 24/7 support and coverage for critical system support and technical issues.

You will be able to submit questions or problem requests via a Web form, email address, or toll free phone number, at which time it will be routed to the appropriate specialist. The support team is available “live” Monday through Friday, 8:00 AM to 8:00 PM EST.

The following table shows Hobsons’ prioritization method and response time metrics for system issues. Included is a target resolution time by category, which is different than response time. If a bug fix requires development efforts, it will be escalated to the appropriate team. Depending on the nature of the bug, fixes may be released in an upcoming patch or added to an upcoming product release for full resolution.

Priority Level	Description	Assigned To	Response Time	Resolution Time
P1 (Critical)	Impacting all clients and preventing clients from using core functionality or any level of security risk	Assigned to level 2 and 3 technical teams.	Immediate Attention	ASAP
P2 (High Priority)	Impacting a single client and preventing a client from using core functionality of the product	Level 2 and 3 technical resource.	2-4 hours	At an agreed upon time estimate
P3 (Medium Priority)	Issue that is causing unexpected behavior for a client as well as general questions, inquiries, or changes.	Level 1 support team or Account Manager	2-4 hours	At an agreed upon time estimate

Your account manager will serve as the main point of contact and can coordinate with the technical solutions team if you require escalation or assistance with restoration of service.

All customers receive our best support – there are not multiple levels of support.

Data Backup

The Starfish software is hosted at Amazon Web Services (AWS) to help ensure minimal disruptions. Starfish uses a dedicated database server for each of its customer environments. If one database server failed, another database server could take over for the lost environment. The database would be rebuilt from the local backup and from transaction log files. If necessary, the offsite backup (detailed below) could be used to rebuild the database.

Full and incremental backups of the Starfish system, including client data, are performed on a daily basis. The backups that contain client data are stored locally for 28 days in each data center to support point-in-time recovery and in a geographically distinct offsite location. The physical security and redundancy of each off-site

backup location meet the same stringent guidelines as our production operational systems. In addition to backups of client data and system configurations, each off-site location contains additional copies of all plans and documentation required to restore the system to full operations. This includes this plan and any documentation referenced.

Recovery Target Objectives (RTO) and Recovery Point Objectives (RPO)

Provider will maintain a Recovery Target Objective (RTO) of 48 hours and Recovery Point Objective (RPO) of 24 hours for the Starfish system provided to the District.

There are regular updates and tests to the Disaster Recovery Plan to identify vulnerabilities and recommend measures to prevent extended service outages. There are two Recovery Teams: The Emergency Management Team (EMT) and the Disaster Recovery Team (DRT). The EMT is responsible for overall coordination of the disaster recovery effort; evaluation and determining the disaster declaration; and communicating with senior management. The DRT is responsible for execution of disaster recovery effort; establishment of temporary access measures; and communication with EMT.

The EMT or their alternates are responsible for declaring a disaster and activating recovery teams as outlined in this plan. In a major disaster situation affecting multiple data centers, senior management can directly declare a disaster, and the EMT and DRT will respond based on the guidance of senior management.

Regardless of the disaster circumstances, or the identity of the person(s) first made aware of the disaster, the EMT and DRT must be notified immediately in the following cases:

Service at a particular data center/site is down concurrently for three or more hours.

Any problem or condition at any data center/site that, if unresolved, might lead to a complete and unplanned outage of three hours or more.

After internal team notifications are sent, the product support and product management teams will be responsible for communicating details to impacted clients about system status and estimated times to recovery. Notifications will be sent via Twitter and e-mail to designated contacts at the client institutions impacted by the disaster.

Business continuity and security are top priorities, and we are continually improving our practices and mechanisms. If there is something in this document that concerns you, we look forward to discussing your needs further.

Exhibit D HOBSONS AGREEMENT

The inclusion of this Hobsons Agreement (hereinafter "Provider Agreement") in Exhibit D is at the request of Provider who has agreed to make the Provider Agreement subordinate to this Technology Services Agreement (hereinafter "this Agreement"). Therefore, this Agreement is superior to the Provider Agreement. This Agreement's terms and conditions shall prevail and supersede any similar or conflicting terms and conditions in the Provider Agreement.

1. **Exhibits A and B**: The Provider Agreement sets forth the terms and conditions pursuant to which District may purchase the Services (as defined below) from Provider pursuant to Exhibits A and B executed by the Parties. Together with the Provider Agreement, any subsequent Exhibits A and B shall be a separate executed amendment ("Amendment") to this Agreement between District and Provider. Each Amendment must be signed by both District and Provider in order to be effective and legally binding. Each Amendment will become effective on the date the Amendment is executed by the parties and shall continue in full force and effect for the term defined in that Amendment (the "Amendment Term"). The Parties agree that the Amendment may not be terminated prior to the end of the Amendment Term unless terminated earlier pursuant to Section 7 below.
2. **Fees**: District agrees to pay Provider the applicable fees for the Services set forth in the Exhibits A and B at such times and in such amounts as set forth in Exhibits A and B. Such fees shall be paid in U.S. Dollars only. Billing terms are set forth on the applicable Exhibits A and B. Payment for the Services will be due not more than thirty (30) days following the date set forth on the applicable invoice. In the event any invoice is not paid when due, District shall have fifteen (15) days after Provider provides notice to District of such late payment to make such payment in full. If such payment in full is not received by Provider by that date, then Provider reserves the right to delay initiation of or suspend a Service until payment is received in full. Customer will continue to be charged the applicable fees during any period of suspension.
3. **Order of Precedence**: In the event of any conflict or inconsistency between the terms of this Agreement and any Exhibits A and B, the terms of this Agreement shall control unless the relevant Exhibits A and B expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of this Agreement or any Exhibits A and B.
4. **Services**: The services and/or products that District purchases and/or subscribes to that are provided by Provider (collectively, the "Services") shall be set forth on Exhibits A and B. For the purposes of clarification, "Services" shall also include (i) any and all of the following, without limitation, delivered by Provider to District in connection with the Services: training manuals, training materials, best practice documents, implementation and process documents, product manuals, product presentations, product websites, demo sites, product videos, screen shots, and microsites/landing pages, (ii) Professional Services (described further below), and (iii) any and all upgrades, modifications, improvements, enhancements, extensions, and other changes to the Services developed by Provider (collectively "Enhancements") which are generally made available to other customers of Provider, provided, however, that Enhancements shall not include new modules, components, or major extensions of functionality for which Provider charges a separate fee to existing customers for the Services for such modules, components, or major extensions.

With respect to any package or bundle of the Services sold or subscribed to by District, District shall not be entitled to any refund, substitute, credit, rebate or replacement for any component or portion of such package or bundle which District chooses not to use, implement or exploit. For all Services, District acknowledges that Services may be delayed in the event that District fails to submit materials as outlined on Exhibits A and B. In such case, Provider is not required to extend the end date of the Provider Agreement or applicable Exhibits A and B.

5. **Permitted Use**: District is authorized to use the Services only for the internal purposes of District and only within the school or department of District specified in the applicable Exhibits A and B(s). Only District's employees may use and access the Services by and on behalf of District. District shall not otherwise use, share, copy, access, or allow access to the Services in any manner. District's subscription is non-exclusive and non-transferable, for the applicable Exhibits A and B, subject to full payment by District. District shall not directly or indirectly: (i) sell, assign, lease,

license, disclose, grant access to, or otherwise transfer the Services or any copy thereof to any third party; (ii) copy the Services, modify the Services or create derivative works thereof; or (iii) attempt to adapt, decipher, reverse translate, decompile, disassemble or otherwise reverse engineer, reconstruct or discover any source code or underlying ideas, algorithms, processes know-how or other related technology of the Services, unless permitted by law, in which case District shall give advance written notice to Provider and an opportunity to meet District's legally recognized need(s) in other manners.

6. **Term**: The term of this Agreement (the "Term") shall commence on the Effective Date and terminate 36 months after execution.

7. **Duties Upon Termination**: Upon termination or expiration of the Provider Agreement, all Exhibits A and B shall automatically and immediately terminate and District shall cease all use of the Service(s) set forth in the Exhibits A and B(s) which have been terminated or expired and shall: (i) cease accessing such Service(s) and/or logging into such Service(s); (ii) remove any URLs for the Service(s) or links to the Service(s) from District's websites or other materials produced by or for District; and (iii) return or destroy any documents or other products provided by Provider (and all copies thereof, including electronic copies) relating to such Service(s) (including without limitation all training materials, data sheets, working papers and screen shots of the Service). Provider shall have the right, at any time upon termination or expiration of the Provider Agreement or any Exhibits A and B to utilize any chosen feature—automated or otherwise—for preventing further use of the Services(s). District acknowledges that Provider utilizes features which automatically cease the operability of certain Services at the termination or expiration of such Services. Termination of the Provider Agreement or any Exhibits A and B shall be without prejudice to the obligations of Provider and District existing at the time of termination including, but not limited to, those obligations and limitations which by their nature and meaning survive termination. If any Exhibits A and B is terminated by District due to a breach by Provider pursuant to this Agreement, Provider shall provide District with a pro-rata refund of any fees pre-paid for unused remainder of the term of applicable Service as set forth in the applicable Exhibits A and B.

8. **Products**:
 - a. **Starfish** – Provider hereby grants to District for the term of the Services as set forth on Exhibits A and B a limited, non-exclusive, non-transferable, non-sublicensable, nonassignable, limited right and license to install and use certain adapter software solely for the purpose of connecting District to the Service. Provider shall provide periodic updates to such adapter software as Provider deems appropriate, and District shall use such updates. Access to the Services specified in the applicable Exhibits A and B will be by authorized user IDs issued by District within the limit of any authorized users band specified in the applicable Exhibits A and B. District will inform Provider in writing of any increase in its authorized user population no fewer than least ninety (90) days prior to the beginning of an Exhibits A and B renewal term for the Services. Authorized users will only access and use the Services through such authorized user IDs. Provider may rely on any authorized user ID, instruction or information that meets the Starfish service's automated criteria or which is believed by Provider to be genuine. Provider may assume a person entering an authorized user ID and password is, in fact, that user. Provider may assume that the latest email addresses and registration information on file with the Services are accurate and current. When programed to do so, the Services may take prescribed actions in the absence of receiving proper and complete instructions. Starfish Analytics Data that has been collected for or provided by District in connection with the Starfish Analytics services hereunder ("User Data") is owned by the District. Provider shall be permitted to use aggregated, deidentified data from the User Data without restriction or obligation to District to (i) improve its educational products (ii) demonstrate the effectiveness of its products, including in the marketing of its products, and (iii) for the development and improvement of educational sites, services, or applications to the extent legally permissible.

 - b. **Professional Services** – District agrees to work with Provider to ensure that all Professional Service hours (as outlined in Exhibits A and B) are utilized not more than twelve (12)months after the date set forth on Exhibits A and B and Customer acknowledges that a failure to utilize Professional Services within this time frame shall result in a forfeiture of the hours purchased.

District may reschedule a private on-site or webinar session that has been previously confirmed by Provider, provided that District agrees to: (a) notify Provider in writing no fewer than three (3) business days in advance prior to the start of the session; and (b) pay costs incurred on District's behalf for a private on-site session as originally scheduled (including but not limited to any cancellation fees paid to Provider' instructor(s) and, if applicable, travel expenses); and (c) pay travel expenses associated with the session once rescheduled, if applicable. If cancellation of a private or public session is a result of inclement weather resulting in a school closing or delay, District is still responsible for paying any costs and travel expenses incurred by Provider on District's behalf, however the session will not be considered cancelled by District.

Provider reserves the right to cancel or reschedule sessions in its sole and absolute discretion. In the event Provider cancels or reschedules a session, District may choose to reschedule, attend another comparable session, or receive a full refund. Provider warrants that each of its instructors and consultants performing such Professional Services shall have the proper skill, training, and background to perform in a competent and professional manner.

9. **Warranties:** District represents and warrants that any data, information, applications, or other materials that District provides to Provider are either in the custody of or owned by District and/or licensed for use by District and by Provider for all uses contemplated by this Agreement. Provider represents and warrants that it will perform the Services in a timely and professional manner, in conformance with generally accepted industry standards. THE REPRESENTATIONS AND WARRANTIES IN THE AGREEMENT ARE THE ONLY REPRESENTATIONS AND WARRANTIES CONCERNING THE SERVICES, AND HOBSONS AND ITS THIRD PARTY LICENSORS, SUPPLIERS AND VENDORS HEREBY EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION WARRANTIES OF ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, AND IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF HOBSONS OR ITS THIRD PARTY LICENSORS, SUPPLIERS OR VENDORS HAVE BEEN INFORMED OF SUCH PURPOSE, OR ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. THE SERVICES MAY INVOLVE DATA TRANSMISSION OVER THE INTERNET AND, AS SUCH, PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. SIMILARLY, AS THE DATA BEING MANAGED BY PROVIDER ORIGINATES FROM DISTRICT'S USERS, NEITHER PROVIDER NOR ANY OF ITS THIRD-PARTY LICENSORS, SUPPLIERS OR VENDORS MAKES ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THOSE SERVICES THAT RELY ON DATA ORIGINATING FROM DISTRICT'S USERS. NO AGENT OF PROVIDER IS AUTHORIZED TO ALTER OR EXCEED THE REPRESENTATION AND WARRANTY OBLIGATIONS OF PROVIDER AS SET FORTH HEREIN.

10. **Limitation of Liability:** EXCEPT WITH REGARD TO ANY VALID, DUE AND PAYABLE INVOICE, THE LIABILITY OF EITHER THE DISTRICT OR PROVIDER AND THEIR SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE SERVICES, REGARDLESS OF THE LEGAL THEORY, OR THE DELIVERY OR NON-DELIVERY OF THE SERVICES, SHALL NOT BE GREATER THAN AN AMOUNT EQUAL TO THE APPLICABLE FEES DUE BY DISTRICT TO PROVIDER HEREUNDER IN CONNECTION WITH THE SERVICES AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED.

UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ANY OF ITS THIRD-PARTY LICENSORS, SUPPLIERS OR VENDORS BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (EVEN IF EITHER PARTY OR ANY OF ITS THIRD-PARTY LICENSORS, SUPPLIERS OR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER.

FOR PURPOSES OF CLARIFICATION, NO PROVIDER OR DISTRICT SUBSIDIARY SHALL HAVE ANY LIABILITY FOR ANY CLAIMS MADE BY EITHER PARTY RESPECTING THE SERVICES. EACH PARTY'S SOLE RECOURSE WITH RESPECT TO ANY CLAIMS ARISING OUT OF THE SERVICES SHALL BE AGAINST THE OTHER PARTY (IN ACCORDANCE WITH, AND SUBJECT TO, THE TERMS AND LIMITATIONS IN THIS AGREEMENT).

11. **Indemnification:** Refer to the Indemnification and Hold Harmless clause of this Agreement.
12. **Infringement Remedy:** Refer to the Indemnification and Hold Harmless clause and the Insurance Requirements clause of this Agreement.
13. **Intellectual Property:** District acknowledges that, as between District and Provider, all right, title and interest in the Services, including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names and any other statutory or common law intellectual property or other proprietary rights related to the Services are owned by Provider and/or Provider's subsidiaries, third party licensors, suppliers or vendors. District shall obtain no intellectual property ownership regarding the Services and hereby assigns to Provider any enhancement of the Services generated in the course of the Provider Agreement. District will not, at any time, do or omit to do, anything which is likely to prejudice Provider's or any of Provider's subsidiaries', third party licensors', suppliers' or vendors' ownership of any intellectual property rights in the Services (or any component thereof). District will not remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Services or on or in any component thereof.
14. **Confidentiality:** In addition to the preceding Confidentiality clause of this Agreement, confidential Information shall include information that is confidential, nonpublic, competitively sensitive, private and/or proprietary in nature, labeled "Confidential" or "Proprietary" (or similar wording), or identified orally as such, or that the Party receiving the Confidential Information (the "Receiving Party") should otherwise reasonably construe as confidential under the circumstances. Without limitation, the Services, including information about business operations, vendors, students or customers shall constitute Confidential Information of Provider.
 - a. **Nondisclosure and Nonuse:** : The Receiving Party agrees: (i) not to use or disclose to any third party the Confidential Information disclosed to it by the other Party ("Disclosing Party") for any purpose other than as contemplated by this Agreement; and (ii) to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but at a minimum to use commercially reasonable efforts.
 - b. **Ownership:** : Each Party represents and warrants that any data, information, applications or other materials that it provides to the other Party are either in the custody of or owned by the Disclosing Party and/or licensed for use by the Disclosing Party and by the Receiving Party only for all uses contemplated by this Agreement.
 - c. **Exceptions to Confidentiality:** : Exceptions to Confidentiality: The confidentiality obligations described above shall not apply to Confidential Information to the extent that the Receiving Party receiving such Confidential Information can prove through credible written evidence: (i) was lawfully received by the Receiving Party from a third party free of any obligation to keep it confidential; (ii) is or becomes publicly available, other than by breach of Receiving Party of its obligations to the Disclosing Party; (iii) is independently developed without any reference to the Confidential Information, as evidenced by contemporaneous written records of Receiving Party; or (iv) is required to be disclosed by law, regulation or court order; provided that, with respect to any of the foregoing exceptions, to the extent permitted by applicable law or court process, the Receiving Party will give the Disclosing Party prompt notice prior to disclosure of Confidential Information that is claimed to be subject to an exception.
 - d. **Notice:** : The Receiving Party will promptly notify the Disclosing Party in the event the Receiving Party learns of any unauthorized possession, use, or disclosure of the Confidential Information.

e. **Use of District's Name**: District agrees to allow Provider to use District's name and logo for the purpose of indicating District is a customer of Provider without indicating any endorsement of the Services provided.

15. **Compliance with Law**: In addition to the preceding Compliance with Applicable Law clause of this agreement, each Party shall adhere to any and all applicable laws, regulations or guidelines, as well as any professional or ethical codes, relating to the use of data, including, without limitation, all restrictions relating to the privacy of any personally identifiable information or other information.

a. **Laws and Export Control**: The Service(s) provides service and use software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. District acknowledges and agrees that the Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to Afghanistan, Cuba, Iraq, Iran, Libya, Myanmar, Sudan, or any other countries to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Services, District represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or a Designated National. District agrees to comply strictly with all U.S. export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required. Services may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Provider makes no representation that the Services are appropriate or available for use in other locations. If District uses Services from outside the United States, District is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the content contrary to United States law is prohibited.

b. **Family Educational Rights and Privacy Act ("FERPA")**: In the event District is subject to the provisions of the Family Educational Rights and Privacy Act ("FERPA") and provides student data to Provider, the parties agree as follows:

District appoints Provider as a "school official" as that term is used in FERPA §99.31(1)(i)(B) and as interpreted by the Family Policy Compliance Office, and determines that Provider has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement.

Provider acknowledges that it shall be bound by all relevant provisions of FERPA, including to operate under the direct control of District with respect to District's data, and agrees that personally identifiable information obtained from District by Provider in the performance of this Agreement will not be disclosed to third parties except to fulfill Provider's responsibilities under this Agreement.

16. **Reseller**: Provider is an authorized reseller of services and products of certain subsidiaries of Provider (the "Provider Subsidiaries") pursuant to the terms of resale agreements between such Provider Subsidiaries and Provider. Provider and Provider Subsidiaries are subject to the No Third Party Beneficiaries clause of this Agreement.

17. **Amendment, Modification**: Refer to the Amendments: Renewal clause of this Agreement.

18. **Entire Agreement**: Refer to the Entire Agreement/Amendment clause of this Agreement.

19. **Notices**: Refer to the Notices clause of this Agreement.

20. **Force Majeure**: Except with regard to payment obligations, neither party will be responsible for any failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor

disturbances, riots, wars, terrorist acts or inability to obtain any export or import license or other approval or authorization of any government authority.

21. **Governing Law**: In addition to the Compliance with Applicable Law and Controlling Law clauses of this Agreement, any dispute over the terms of this Agreement shall be brought in the Federal District Court for the Central District of California located in Santa Ana, California or the Courts of the State of California located in Orange County, California. All parties to this Agreement hereby consent to the personal jurisdiction of those Courts.
22. **No Implied Waiver**: In addition to the Waiver clause of this Agreement, no failure by either Party to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement, shall constitute a waiver of such term, obligation, right, or remedy.
23. **Attorneys' Fees**: In the event either Party initiates litigation to obtain payment of monetary obligations, or to enforce any other term of this Agreement, the breaching Party shall be liable for all costs and reasonable attorney fees incurred by the other Party in connection therewith.
24. **Independent Contractors**: In accordance with the Independent Contractor Relationship clause of this Agreement, Provider and District are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. Neither Party is an agent or representative of the other or is authorized to make any warranties or representations or assume or create any other obligations on behalf of the other.
25. **Severability**: In addition to the preceding Severability clause of this Agreement, should any provision of this Agreement be held invalid or unenforceable, then each such provision shall be automatically reformed so as to be enforceable, or if such reformation is not possible, each such provision shall be automatically terminated.
26. **Assignment**: Refer to the Assignment and Successors in Interest clauses of this Agreement.

SCHEDULE A – Additional Terms and Provisions Applicable to the Starfish Service

1. **Authorized Users:** For purposes of this Schedule A, an “Authorized User” is defined as any individual who is a student resident in a course of District, prospective student, alumnus, consortia student registered to take one of District's regularly offered courses of instruction, employee, trustee or collaborating researcher of District or a District employee (solely to the extent any such employee uses the Starfish Service for District’s student success programs), or parent and/or custodian of a student or prospective student. The number of Authorized Users of a District is the greater of (i) District’s published number of students, including full-time and part-time students, including prospective, visiting, and other students included in the definition of Authorized User in this Schedule A, or (ii) the Actual Number of User (the unique count of student users of the Service as measured during any academic year of the Term). Additional bands of authorized users will be priced separately.
2. **Increase to Authorized Users:** District represents and warrants to Provider that the number of Authorized Users provided to Provider and set forth on Exhibits A and B for the Services is correct and accurate to the best of its knowledge and agrees that it will inform Provider of any increase in its Authorized User population at least ninety (90) days prior to the beginning of the Exhibits A and B Renewal Term for the Services. In the event that Actual Number of Users exceeds the authorized user count by 15% or more, client will be notified of the need to purchase for an expanded number of Actual Number of Users. Provider will assess additional license fees for the Services for increases in the number of District’s Authorized Users. In the event of a District merger, acquisition, or partnership resulting in a substantial increase in the number of Authorized Users, Provider reserves the right to assess additional fees during the Exhibits A and B Term for the Services based upon the current Authorized User Band.

SCHEDULE B – Additional Terms and Provisions Applicable to Professional Services

1. **District Responsibilities for Training:** With respect to training, participants should meet the prerequisites stated for each course to ensure that each session is productive and effective. All training are hands-on sessions and require a computer for each participant. District must ensure that participants' computers are in good working order, that the appropriate hardware and software necessary to connect to the network provided in the training facility is installed, and that participants know how to connect the computer to a network. District must also plan to have no more than 15 individuals attend a private session at a time to ensure proper student to instructor ratio for effective learning. District agrees to work with Provider to ensure that any training purchased are conducted within 12 months from the date of purchase and District acknowledges that a failure to have Provider deliver a session within 12 months from the date of purchase shall constitute a cancellation by District.
2. **District Responsibilities for Consulting:** With respect to consulting, District agrees to the required preparation as outlined by Provider to effectively start the engagement and utilize the services of Provider' consultant. District agrees to work with Provider to ensure that all consulting hours purchased are utilized within 12 months from the date of purchase and District acknowledges that a failure to have Provider deliver Consulting Services within 12 months from the date of purchase shall result in a forfeiture of the consulting hours purchased.
3. **Payments and Refunds:** District or a contact designated by District will be invoiced for Professional Services at the time of purchase. If applicable, Provider will invoice District for travel expenses incurred by the instructor(s) for any on-site training services and consultant(s) for any on-site Professional Services. Payments are due in accordance with Section 2 of the Provider Agreement, and all fees for Professional Services are non-refundable except as a result of a request by Provider to cancel or reschedule a training session as described in Section 8 of the Provider Agreement for which District will be granted an extended time period beyond the 12-month timeframe to receive a rescheduled training session at the first available date and time that will allow District and Provider to accomplish the training session as originally intended.

SCHEDULE C – Additional Terms and Provisions Applicable to Starfish Data Analytics

1. **Definitions:**

- a. **Institutional Data:** Any public data collected about the institution, as well as course offerings, enrollment numbers and aggregate student performance indicators.
- b. **Student Data:** Without limitation any personally identifiable information (“PII”) as defined by FERPA that has been collected for or provided by District in connection with the Services hereunder. Student Data shall be considered Confidential Information of District. Provider will only use and process Student Data for the purposes of providing Services under this Agreement.
- c. **SSCoP:** The Student Success Community of Practice (SSCoP) is a collaborative of Hobsons customers with Services that engage on student success best practices and data standards.
- d. **Data Form Requirements:** Required data, elements, formats, and lookup tables in order to process data.
- e. **Submission Schedule:** Required schedule for submitting data to Provider.
- f. **Data Quality Standards:** Open standards for data quality required for data submissions to Provider.

2. **Provider’s License to District:** Provider hereby grants to District, for the term of the Services as set forth on Exhibits A and B, a limited, nonexclusive, non-sub licensable, nontransferable license to install and use the software, code, tools and applications made available to District by Provider under the related Exhibits A and B and this Schedule solely for the purpose of (i) generating data reports regarding District’s own information, and (ii) generating reports regarding comparative benchmarks based on de-identified and aggregated data (e.g. findings about District compared to other Districts in the SSCoP). Provider provides methods for transfer of data between District and Provider and within Provider Services, which may include but not be limited to adapter files, scripts, flat files, data base access, or APIs. Certain data transfer methods that District requests may incur additional costs beyond base fees depending on the work required to implement and maintain.

3. **District’s License to Provider:** District hereby grants to Provider a perpetual, worldwide, nonexclusive, royalty-free license to use, reproduce, copy, distribute, transmit, adapt, modify, create derivative works of:

- a. De-identified student success interventions inventoried in Provider tools and platforms, where neither individual students nor institution are identified. If Provider desires to identify District publicly in relation to its student success interventions inventoried through Provider tools, Provider must obtain permission from District in writing.
- b. De-identified institutional data or Student Data in deidentified form provided that no individual student can be identified among such aggregated data, and District cannot be identified as the provider of specific data among such aggregated data.

4. **Acquisition, Storage, and Destruction of Student Data:** Provider may deidentify student data for purposes of developing and improving our products and services and for demonstrating the efficacy of our products and services, including in our marketing, as well as for adaptive and customized learning. In the event that District requests in writing that data be deleted, the Student Data is destroyed, while the de-identified data is retained by Provider. Provider will delete all personally identifiable information (PII) from any and all data collections in the possession of Provider and its subsidiaries within 6 months after the termination of the Agreement or within 30 days’ written request by District.

5. **Student Success Community of Practice (SSCoP):** The SSCoP is a group of Starfish Districts collaborating on student success best practices and data standards. Customers connect with each other to share success stories and lessons learned, participate in user groups and conferences, gather for online training, provide product feedback and suggestions, as well as partner on research projects and industry presentation opportunities facilitated through our dedicated community portals.

- a. **District’s License to Provider’s Customers in the SSCoP:** District hereby grants to members of Provider’s SSCoP a perpetual, worldwide, nonexclusive, royalty-free license to use, reproduce, copy, adapt, modify, create derivative works of de-identified student success inventory data submitted through the Provider tools, provided that other SSCoP participants attribute the source of the original intervention to District. SSCoP participants have the right to distribute, transmit, and use the name of District and District’s submitted student success intervention in participants’ communications within their own institutions or with other SSCoP participants. If Customers elect to share a student success intervention inventoried in Provider tools by another participant and the sharing is outside the SSCoP, then Customer must:

- i. first obtain permission from the attributed SSCoP participant (s) in writing,
- ii. attribute the source institution and Provider Student Success platform

For purposes of clarification, Provider shall not be responsible for managing sharing of de-identified intervention data beyond the SSCoP and SSCoP members alone will be responsible for managing requests among SSCoP Members for

intervention sharing. Upon request from Districts, however, Provider will provide a list of primary contacts at SSCoP institutions.

- b. **District Data in the SSCoP at Termination:** With regards to District’s de-identified student success inventory data submitted through Provider tools, such data is retained with District’s identifiers intact after District’s termination of Services due to the terms defined in Section 5, subsection a of this Schedule. Student success inventory data that the District has explicitly indicated as not sharable via the “Confidential” checkbox when submitted to the intervention in the Student Success Matrix (SSMx) is not shared with the SSCoP at any time. Furthermore, all identifiable District data is confidential and will not be shared with SSCoP as part of this Agreement. In the event of District termination of Services and District requests in writing to destroy District’s Confidential SSMx data, identifiers related to “Confidential” information are destroyed, but the de-identified data is retained.
- c. **Research:** To advance the practice of student success, Provider or its authorized designee will from time to time and at its own discretion engage in academic and practical research that leverages the aggregated de-identified dataset. Findings from that research may be shared with or beyond the SSCoP and the results of such research shall be the sole property of Provider, or if published in journal articles, the shared intellectual property of Provider and the authors. Any information gathered or used in such research that may lead to identifying the District as a research source or site will require written approval by District prior to it being publicized.
- d. **Publications:** To facilitate the mission of District and to increase the retention and success of at-risk students, users are encouraged to publish information regarding data models, data definitions, the experiences and reflections of users, and research results about District’s own institution generated from the Services. Each user will submit any proposed publication and any revised version(s) of any proposed publication to Provider for review prior to submission to any publisher and will remove any information identified by Provider as not approved for publication prior to such submission(s). A user may not publish any comparative results for marketing or other purposes without the prior written approval of Provider, which may require the payment of additional fees to Provider.
- e. **Permitted Use of Best Practices and Contributed Works:** Notwithstanding anything to the contrary set forth in agreements previous to this Schedule, best practices identified or provided by Provider to the District or membership community during the term of the Services as set forth to the related Exhibits A and B may be used and adapted by District without restriction, and may continue to be used by District after termination; and works, including research and other contributions made by District to the SSCoP during the term of the Services as set forth in the related Exhibits A and B, may be retained by District after termination.
- f. **Obligations of District:** District, as member of the SSCoP, shall (i) obtain, and upon request, certify to Provider in writing that District has obtained, any and all authorizations from the District’s Institutional Review Board or other oversight entity that may be required to provide information and data to Provider; (ii) at the direction of the institution based on their intended use of the service, cause authorized users having access to Provider data, findings or reports to receive appropriate training in human subjects protection; (iii) actively seek to present Provider’s reports and findings to appropriate audiences at the District and multi-institutional meetings; and (iv) participate with other Customers to share relevant institution-specific information, actively engage in the evaluation of de-identified Institution and Student Data and share potential uses for predicting student outcomes and improving student success based on the data. Customer agrees that failure to comply with the Data Form Requirements, the Submission Schedule and/or Data Quality Standards may cause Hobsons to exclude Customer’s data from future database updates and will relieve Hobsons of any of its obligations under this Schedule.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To:	Board of Trustees	Date:	December 9, 2019
Re:	Acceptance of Sabbatical Leave Return Report from Professor Elliott Jones		
Action:	Request for Acceptance		

BACKGROUND

Santa Ana College Professor of Music, Elliott Jones, returned from a Spring 2019 Independent Sabbatical Leave. In Fall 2019, the Sabbatical Leave Committee requested and received Professor Jones' Sabbatical Leave Return Report, which included the attached summary.

ANALYSIS

The Sabbatical Leave Committee reviewed Professor Jones' submitted materials. After careful consideration, the Committee unanimously accepted and approved Professor Jones' Sabbatical Leave Return Report and materials.

RECOMMENDATION

It is recommended the Board of Trustees accept the Sabbatical Leave Return Report from Professor Elliott Jones, as provided.

Fiscal Impact:	None	Board Date:	December 9, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor		

Sabbatical Leave Report, Board Summary, Elliott Jones (Spring 2019 semester)

September 21, 2019

Esteemed members of the RSCCD Board of Trustees,

The sabbatical leave I was granted for the Spring 2019 semester was a very successful period of creative activity, and I am pleased to report the details of this compositional project. In my proposal I indicated that I would be writing a program of program of choral/vocal music to be performed by the Santa Ana College choirs in their December 2019 concert. That work has now been completed in the form of a concert musical based on Mary Shelley's famous novel *Frankenstein*. The SAC choirs have already begun rehearsing the piece, and it will receive its premiere performance December 7th concert in Phillips Hall.

This musical setting of *Frankenstein* will feature two lead soloists, Victor Frankenstein and the Creature, four supporting soloists, and a chorus made up of the combined Santa Ana College Choirs. The accompaniment is scored for piano, two digital keyboards, and cello. It is made up of twenty-five movements that set important episodes meant to guide the listener through the ill-fated struggle between creator and creation in Shelley's tale. I anticipate that the performance of *Frankenstein* will run approximately an hour and forty-five minutes.

More important than the number of movements and minutes, however, is the opportunity for SAC students to perform a new work composed specifically for them. As the SAC choirs have rehearsed *Frankenstein* over the past four weeks, the singers have been genuinely excited about the work and its upcoming performance. Furthermore, this semester we successfully brought an additional section of MUS 135 Concert Chorale back to the schedule. Declining enrollment a few years ago necessitated the elimination of our Tuesday night choir from the schedule. The fact that our enrollment was sufficient to support a reinstated third choral ensemble speaks to an appetite among both experienced and novice singers for newly-composed music.

Another hoped-for benefit of this project, namely improved alumni outreach, has already been realized as we have promoted the concert on social media. A number of SAC choral alumni have reached out to say they are excited to attend the performance in December, and a few have even returned to sing in the ensemble. Finally, the role of the Creature will be sung by an alumni of our choral program, Iese Wilson, a very gifted young tenor. Iese is currently pursuing his Bachelor of Music degree in vocal performance at BYU-Hawaii, but will be flying out to perform this crucial part of the musical with us.

This has been an enormously satisfying creative experience. I am deeply grateful for the opportunity to focus on the art of composition. I want to express my thanks and appreciation to the Board for making possible this past Spring's creative feast. I know December is a busy month, but I invite you all to come to the concert on December 7th at 7:30pm in Phillips Hall to see our students bring *Frankenstein* to life.

Sincerely,



Elliott Jones

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Academic Affairs

To:	Board of Trustees	Date:	December 9, 2019
Re:	Acceptance of Sabbatical Leave Return Report from Professor Javier Galvan		
Action:	Request for Acceptance		

BACKGROUND

Santa Ana College Professor of Spanish, Javier Galvan, returned from a Fall 2018/Spring 2019 Independent Research/Professional Growth Sabbatical Leave. In Fall 2019, the Sabbatical Leave Committee requested and received Professor Galvan's Sabbatical Leave Return Report, which included the attached summary.

ANALYSIS

The Sabbatical Leave Committee reviewed Professor Galvan's submitted materials. After careful consideration, the Committee unanimously accepted and approved Professor Galvan's Sabbatical Leave Return Report and materials.

RECOMMENDATION

It is recommended the Board of Trustees accept the Sabbatical Leave Return Report from Professor Javier Galvan, as provided.

Fiscal Impact:	None	Board Date:	December 9, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs		
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor		

Sabbatical Leave Report (Fall 2018 and Spring 2019) for Javier A. Galván

Board Summary

August 16, 2019

Members of the RSCCD Board of Trustees,

I was granted a one-year sabbatical for Fall 2018 and Spring 2019; it was a rewarding experience of intellectual refreshment, independent research opportunity, and further development of my writing skills. My research was focused on the literature of Latin American writers who earned Nobel Prizes for their work on dictator novels. I completed most of my research at the Stanford University Center for Latin American Studies (CLAS) and the UCLA Latin American Institute. On my proposal, I promised to produce four tangible items: an annotated bibliography of at least 20 sources, a detailed chronology of Latin American literature and events, a time log of to document my hours of work, and a manuscript divided into 3 chapters.

The main portion of my sabbatical was the production of 3 specific units titled as follows:

- UNIT 1: History, Fiction, and Violent Dictators in the Novels of Gabriel García Márquez
- UNIT 2: How the Novel “*Señor Presidente*” by Miguel Ángel Asturias Gave a Voice to the Oppressed People of Guatemala
- UNIT 3: The Transition from Dictatorship to Democracy: An Analysis of Novels Written by Mario Vargas Llosa

I teach in both the Spanish and History departments. These chapters will be particularly useful for my 200-level Spanish courses as well as my Latin American History (HIST 150 and 151) classes. My plan is to also incorporate this material into the section of my World History (HIST 102) class dealing with dictatorships around the world. The Chronology of Latin American History and Literature (1900 – Present) will also be particularly appropriate for both Spanish and History classes.

I am extremely grateful for this sabbatical project because it provided the time for independent research and intellectual refreshment. I want to express my gratitude to the RSCCD Board of Trustees for this opportunity. I know that my enhanced knowledge of Latin American literature will make me a more effective instructor, which in turn will also benefit our SAC students.

Sincerely,

Javier Galván

Javier A. Galván

Rancho Santiago Comm Coll District

Board Meeting of 12/09/19

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 11/06/19 Thru 11/19/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67928	General Fund Unrestricted	0.00	3,107.63	-3,107.63	92*0528057	92*0528069
67933	General Fund Unrestricted	0.00	6,120.00	-6,120.00	92*0528169	92*0528169
67937	General Fund Unrestricted	1,865.27	0.00	1,865.27	92*0528224	92*0528250
67938	General Fund Unrestricted	16,316.30	0.00	16,316.30	92*0528253	92*0528325
67941	General Fund Unrestricted	7,528.65	0.00	7,528.65	92*0528337	92*0528371
67942	General Fund Unrestricted	65,281.06	0.00	65,281.06	92*0528372	92*0528400
67946	General Fund Unrestricted	2,258,072.91	0.00	2,258,072.91	92*0528421	92*0528467
67947	General Fund Unrestricted	6,023.75	0.00	6,023.75	92*0528470	92*0528475
67948	General Fund Unrestricted	5,144.83	0.00	5,144.83	92*0528482	92*0528498
67951	General Fund Unrestricted	5,828.68	0.00	5,828.68	92*0528508	92*0528513
67952	General Fund Unrestricted	40,772.09	0.00	40,772.09	92*0528517	92*0528561
67954	General Fund Unrestricted	170,912.17	0.00	170,912.17	92*0528566	92*0528586
67955	General Fund Unrestricted	18,195.41	0.00	18,195.41	92*0528609	92*0528620
67956	General Fund Unrestricted	2,264.92	0.00	2,264.92	92*0528624	92*0528624
67957	General Fund Unrestricted	2,160.31	0.00	2,160.31	92*0528625	92*0528625
67961	General Fund Unrestricted	7,033.83	0.00	7,033.83	92*0528634	92*0528654
67962	General Fund Unrestricted	16,057.99	0.00	16,057.99	92*0528669	92*0528689
67963	General Fund Unrestricted	17,050.58	0.00	17,050.58	92*0528691	92*0528703
67966	General Fund Unrestricted	9,250.41	0.00	9,250.41	92*0528708	92*0528721
67967	General Fund Unrestricted	13,557.80	0.00	13,557.80	92*0528722	92*0528782
67972	General Fund Unrestricted	14,447.61	0.00	14,447.61	92*0528798	92*0528825
67973	General Fund Unrestricted	966.55	0.00	966.55	92*0528826	92*0528841
Total Fund 11 General Fund Unrestricted		\$2,678,731.12	\$9,227.63	\$2,669,503.49		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67783	General Fund Unrestricted	0.00	62.60	-62.60	92*0525948	92*0525948
67937	General Fund Restricted	786,575.94	0.00	786,575.94	92*0528225	92*0528252
67941	General Fund Restricted	138,871.98	0.00	138,871.98	92*0528336	92*0528355
67942	General Fund Restricted	177,357.48	0.00	177,357.48	92*0528373	92*0528410
67946	General Fund Restricted	24,912.01	0.00	24,912.01	92*0528422	92*0528458
67947	General Fund Unrestricted	157,354.23	0.00	157,354.23	92*0528468	92*0528479
67948	General Fund Restricted	42,320.35	0.00	42,320.35	92*0528481	92*0528496
67951	General Fund Restricted	164,294.47	0.00	164,294.47	92*0528504	92*0528516
67952	General Fund Restricted	8,463.94	0.00	8,463.94	92*0528520	92*0528563
67954	General Fund Restricted	485,885.70	0.00	485,885.70	92*0528565	92*0528608
67955	General Fund Restricted	12,040.04	0.00	12,040.04	92*0528613	92*0528623
67961	General Fund Restricted	7,202.38	0.00	7,202.38	92*0528633	92*0528662
67962	General Fund Restricted	190,994.09	0.00	190,994.09	92*0528663	92*0528684
67963	General Fund Restricted	1,998.80	0.00	1,998.80	92*0528690	92*0528701
67966	General Fund Restricted	4,661.41	0.00	4,661.41	92*0528706	92*0528720
67972	General Fund Restricted	10,419.55	0.00	10,419.55	92*0528799	92*0528822
67973	General Fund Restricted	11,116.76	0.00	11,116.76	92*0528827	92*0528855
Total Fund 12 General Fund Restricted		<u>\$2,224,469.13</u>	<u>\$62.60</u>	<u>\$2,224,406.53</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67947	GF Unrestricted One-Time Func	118.95	0.00	118.95	92*0528480	92*0528480
67951	General Fund Restricted	8,073.93	0.00	8,073.93	92*0528505	92*0528515
67952	GF Unrestricted One-Time Func	5,547.21	0.00	5,547.21	92*0528519	92*0528562
67955	GF Unrestricted One-Time Func	2,038.36	0.00	2,038.36	92*0528611	92*0528612
67961	GF Unrestricted One-Time Func	17,020.36	0.00	17,020.36	92*0528636	92*0528644
67962	GF Unrestricted One-Time Func	1,750.00	0.00	1,750.00	92*0528683	92*0528683
67966	GF Unrestricted One-Time Func	4,331.00	0.00	4,331.00	92*0528709	92*0528716
67972	GF Unrestricted One-Time Func	11,427.06	0.00	11,427.06	92*0528801	92*0528809
67973	GF Unrestricted One-Time Func	9,309.72	0.00	9,309.72	92*0528835	92*0528859
Total Fund 13 GF Unrestricted One-Time		\$59,616.59	\$0.00	\$59,616.59		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67939	Child Development Fund	4,358.63	0.00	4,358.63	92*0528326	92*0528334
67943	Child Development Fund	1,352.73	0.00	1,352.73	92*0528411	92*0528415
67949	Child Development Fund	924.13	0.00	924.13	92*0528499	92*0528499
67958	Child Development Fund	9,151.30	0.00	9,151.30	92*0528626	92*0528630
67964	Child Development Fund	7,729.00	0.00	7,729.00	92*0528704	92*0528704
67968	Child Development Fund	6,943.47	0.00	6,943.47	92*0528783	92*0528791
Total Fund 33 Child Development Fund		\$30,459.26	\$0.00	\$30,459.26		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67944	Capital Outlay Projects Fund	16,078.41	0.00	16,078.41	92*0528416	92*0528419
67953	Capital Outlay Projects Fund	14,597.22	0.00	14,597.22	92*0528564	92*0528564
67965	Capital Outlay Projects Fund	25,570.00	0.00	25,570.00	92*0528705	92*0528705
67969	Capital Outlay Projects Fund	15,252.00	0.00	15,252.00	92*0528792	92*0528794
Total Fund 41 Capital Outlay Projects Fun		\$71,497.63	\$0.00	\$71,497.63		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67940	Bond Fund, Measure Q	2,798,893.76	0.00	2,798,893.76	92*0528335	92*0528335
67950	Bond Fund, Measure Q	44,502.25	0.00	44,502.25	92*0528500	92*0528503
67970	Bond Fund, Measure Q	3,080,783.31	0.00	3,080,783.31	92*0528795	92*0528796
Total Fund 43 Bond Fund, Measure Q		<u>\$5,924,179.32</u>	<u>\$0.00</u>	<u>\$5,924,179.32</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67959	Property and Liability Fund	135.20	0.00	135.20	92*0528631	92*0528631
67971	Property and Liability Fund	975.00	0.00	975.00	92*0528797	92*0528797
Total Fund 61 Property and Liability Fund		\$1,110.20	\$0.00	\$1,110.20		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67936	Workers' Compensation Fund	18,132.01	0.00	18,132.01	92*0528223	92*0528223
Total Fund 62 Workers' Compensation Fu		<u>\$18,132.01</u>	<u>\$0.00</u>	<u>\$18,132.01</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67945	Student Financial Aid Fund	88,238.00	0.00	88,238.00	92*0528420	92*0528420
67960	Student Financial Aid Fund	590,487.00	0.00	590,487.00	92*0528632	92*0528632
Total Fund 74 Student Financial Aid Fund		\$678,725.00	\$0.00	\$678,725.00		

SUMMARY

Total Fund 11 General Fund Unrestricted	2,669,503.49
Total Fund 12 General Fund Restricted	2,224,406.53
Total Fund 13 GF Unrestricted One-Time Fund	59,616.59
Total Fund 33 Child Development Fund	30,459.26
Total Fund 41 Capital Outlay Projects Fund	71,497.63
Total Fund 43 Bond Fund, Measure Q	5,924,179.32
Total Fund 61 Property and Liability Fund	1,110.20
Total Fund 62 Workers' Compensation Fund	18,132.01
Total Fund 74 Student Financial Aid Fund	678,725.00
Grand Total:	<u><u>\$11,677,630.03</u></u>

Checks Written for Period 11/06/19 Thru 11/19/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1A1911316	SAC Diversified Agency Fund	14,150.12	0.00	14,150.12	1A*0002065	1A*0002087
Total 1A SAC Diversified Agency Fund		<u><u>\$14,150.12</u></u>	<u><u>\$0.00</u></u>	<u><u>\$14,150.12</u></u>		

Checks Written for Period 11/06/19 Thru 11/19/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1S1911316	SAC Associated Students Fund	6,912.82	0.00	6,912.82	1S*0001583	1S*0001596
Total 1S SAC Associated Students Fund		<u><u>\$6,912.82</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,912.82</u></u>		

Checks Written for Period 11/06/19 Thru 11/19/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1T1911209	SAC Diversified Trust Fund	10,152.50	0.00	10,152.50	1T*0001743	1T*0001744
1T1911316	SAC Diversified Trust Fund	26,819.27	0.00	26,819.27	1T*0001745	1T*0001754
Total 1T SAC Diversified Trust Fund		<u><u>\$36,971.77</u></u>	<u><u>\$0.00</u></u>	<u><u>\$36,971.77</u></u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	14,150.12
Total Fund 1S SAC Associated Students Fund	6,912.82
Total Fund 1T SAC Diversified Trust Fund	36,971.77
Grand Total:	<u><u>\$58,034.71</u></u>

Checks Written for Period 11/06/19 Thru 11/19/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2A1911209	SCC Diversified Agency Fund	1,909.36	0.00	1,909.36	2A*0001585	2A*0001589
2A1911316	SCC Diversified Agency Fund	3,769.61	330.00	3,439.61	2A*0001590	2A*0001598
Total 2A SCC Diversified Agency Fund		<u><u>\$5,678.97</u></u>	<u><u>\$330.00</u></u>	<u><u>\$5,348.97</u></u>		

Checks Written for Period 11/06/19 Thru 11/19/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2B1911316	SCC Bookstore Fund	25,196.75	0.00	25,196.75	2B*0001987	2B*0002008
Total 2B SCC Bookstore Fund		<u>25,196.75</u>	<u>0.00</u>	<u>25,196.75</u>		

Checks Written for Period 11/06/19 Thru 11/19/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2C1911209	SCC Community Education Fund	1,077.12	0.00	1,077.12	2C*0001151	2C*0001151
2C1911316	SCC Community Education Fund	952.08	0.00	952.08	2C*0001152	2C*0001153
Total 2C SCC Community Education Fund		<u><u>\$2,029.20</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,029.20</u></u>		

Checks Written for Period 11/06/19 Thru 11/19/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2R1911316	SCC Represenation Fee Fund	18.56	0.00	18.56	2R*0001025	2R*0001025
Total 2R SCC Represenation Fee Fund		<u>\$18.56</u>	<u>\$0.00</u>	<u>\$18.56</u>		

Checks Written for Period 11/06/19 Thru 11/19/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S1911209	SCC Associated Students Fund	352.80	0.00	352.80	2S*0001350	2S*0001351
2S1911316	SCC Associated Students Fund	566.35	0.00	566.35	2S*0001352	2S*0001354
Total 2S SCC Associated Students Fund		<u>\$919.15</u>	<u>\$0.00</u>	<u>\$919.15</u>		

Checks Written for Period 11/06/19 Thru 11/19/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2T1911209	SCC Diversified Trust Fund	2,211.35	0.00	2,211.35	2T*0001367	2T*0001369
2T1911316	SCC Diversified Trust Fund	2,127.27	0.00	2,127.27	2T*0001370	2T*0001374
Total 2T SCC Diversified Trust Fund		<u><u>\$4,338.62</u></u>	<u><u>\$0.00</u></u>	<u><u>\$4,338.62</u></u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	5,348.97
Total Fund 2B SCC Bookstore Fund	25,196.75
Total Fund 2C SCC Community Education Fu	2,029.20
Total Fund 2R SCC Representation Fee Fund	18.56
Total Fund 2S SCC Associated Students Fun	919.15
Total Fund 2T SCC Diversified Trust Fund	4,338.62
Grand Total:	<u><u>\$37,851.25</u></u>

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

To:	Board of Trustees	Date: December 9, 2019
Re:	Receive and Accept the Rancho Santiago Community College District Audit Reports for the Fiscal Year ended June 30, 2019	
Action:	Request to Receive and Accept	

BACKGROUND

Pursuant to Education Code Section 84040(b) and the Uniform Guidance (Title 2 CFR Part 200), the governing board of each community college district shall provide for an annual audit of all funds, books, accounts and voter approved bond authorizations of the district. The District contracted with Eide Bailly, LLP to provide the independent auditing services required for the 2018-2019 fiscal year.

The Financial Section of the District audit report is broken down into four major categories as follows: (1) the Independent Auditor's Report; (2) Management's Discussion and Analysis; (3) Basic Financial Statements; and (4) Notes to the Financial Statements. The report also contains: (1) Required Supplementary Information; (2) Other Supplementary Information; (3) Other Independent Auditor's Reports; and (4) Schedule of Findings and Questioned Costs.

Also included are the audits of the Measure Q Revenue Bond Construction Fund Financial and Performance audits, and the audits for the Rancho Santiago Community College District Foundation, the Santa Ana College Foundation, and the Santiago Canyon College Foundation.

ANALYSIS

The auditors will present the results of the District's audits at the meeting. All of these reports in draft form were presented and discussed at the Board Fiscal Audit Review Committee meeting on November 19, 2019. The final audit reports are available on the Fiscal Services department [website](#).

RECOMMENDATION

It is recommended that the Board of Trustees receive and accept the Rancho Santiago Community College District Audit Reports for the fiscal year ended June 30, 2019 as presented.

Fiscal Impact:	Not Applicable	Board Date: December 9, 2019
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Amendment to Agreement with Hill's Bros. Lock & Safe, Inc. – Key Hardware Consulting Services District-wide	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On December 10, 2018, the Board of Trustees approved an agreement with Hill's Bros. Lock and Safe, Inc. for the second phase of key door hardware consulting services district-wide. The extension of time is required for the final task of completing the Health Sciences Building key schedule at Santa Ana College in accordance with the District's master key hierarchy. This activity will not take place until construction is underway on the project; therefore, an extension of time is required. To see the original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced on December 11, 2018 and the new end date has been extended from December 31, 2019 to June 30, 2021. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$23,316.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with Hill's Bros. Lock & Safe, Inc. – Key Hardware Consulting Services District-wide as presented.

Fiscal Impact:	N/A	Board Date: December 9, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date:12/9/2019

Project: Key Hierarchy

Site: **District-wide**

Consultants: **Hill's Bros. Lock & Safe, Inc.**

Type of Service: Key Hardware Consulting Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$23,316.00		12/11/2018		12/31/2019
Amendment #1					6/30/2021
Total Agreement Amount	\$23,316.00				

AGREEMENT NO 0318.00/ DESCRIPTION:

Amendment #1 for an extension of time only.

This agreement #0318.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

6/30/2021

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10th** day of **DECEMBER** in the year **2019**, between **HILL’S BROS. LOCK & SAFE, INC**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0318.00 entered into on December 10, 2018 to provide KEY HARDWARE CONSULTING SERVICES DISTRICTWIDE (PHASE 2). Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from December 31, 2019 to be through June 30, 2021.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0318.00, effective December 10, 2019, shall remain in full force and effect.

HILL’S BROS. LOCK & SAFE, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	December 9, 2019
Re:	Approval of Amendment to Agreement with Southwest Inspection and Testing, Inc. - On-Call Materials Testing and Inspection Consulting Services for Various Facility Improvement Projects		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On October 24, 2016, the Board of Trustees approved an agreement with Southwest Inspection and Testing, Inc. for on-call district-wide materials testing and inspection consulting services for various facility improvement projects. The District utilizes a variety of consultants for projects that are urgent, unanticipated or requested by the colleges in order to respond as quickly as possible. The on-call agreement allows the District to utilize consultant services on an as needed basis in a timely fashion.

The on-call materials testing and inspection consultant undertakes tests such as structural and concrete tests for a variety of small projects that occur district-wide. The District desires to have several on-call firms available who can respond timely and have adequate resources to provide services on an as-needed basis. Southwest Inspection and Testing, Inc. has a history of providing timely services to the District as an on-call consultant. Additionally, materials testing and inspection services are required by the Division of the State Architect during the course of construction for specific scopes of work.

The District desires to continue utilizing the consultant for on-call services to provide continued services for work on projects district-wide as needed. To see original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced on October 25, 2016 and the new end date has been extended from December 31, 2019 to December 31, 2020. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$75,000.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with Southwest Inspection and Testing, Inc. - On-Call Materials Testing and Inspection Consulting Services for Various Facility Improvement Projects as presented.

Fiscal Impact:	N/A	Board Date:	December 9, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

Board Agreement Summary

Board Date: 12/9/19

Project: On-Call Materials Testing and Inspection Consulting Services

Site: **District-Wide**

Consultants: **Southwest Inspection & Testing, Inc.**

Type of Service: Materials Testing and Inspection Consulting Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$50,000.00		10/25/2016	12/31/2019
Amendment #1	\$25,000.00			12/31/2019
Amendment #2				12/31/2020
Total Agreement Amount	\$75,000.00			

AGREEMENT NO 0216.00/ DESCRIPTION:

Amendment #2 for an extension of time only.

This agreement #0216.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

12/31/2020

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10th** day of **December** in the year **2019**, between **SOUTHWEST INSPECTION & TESTING, INC.** hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0216.00 entered into on October 25, 2016 and amended on February 25, 2019 to provide on-call special inspection and material testing services. Please amend the AGREEMENT to include the following:
 - A. By extending the contract completion date from December 31, 2019 to be through December 31, 2020.
2. Except as amended herein, the terms and conditions of AGREEMENT 0216.00 effective October 25, 2016, shall remain in full force and effect.

SOUTHWEST INSPECTION & TESTING, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____
Print Name _____
Title _____
Date _____
Email _____

By _____
Peter J. Hardash
Vice Chancellor, Business Operations and Fiscal Services
Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facilities Planning, District Construction and Support Services

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

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

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Amendment to Agreement with Architecture 9 PLLLP - Professional Design Services for Campus Directories at Santa Ana College and Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On January 22, 2018 the Board of Trustees approved an agreement with Architecture 9 PLLLP for architectural design services related to the new electronic campus directories at Santa Ana College and Santiago Canyon College. The extension of time is needed for: 1) additional campus user group meetings; 2) further review of software; 3) review of information from various directory manufacturers; 4) to allow time to undertake a demonstration; 5) and to confirm the final number of directory locations with each campus and the ITS department. This work requires revisions on drawings and specifications for each project before the plans can be submitted to the Division of the State Architect (DSA). To see the original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced on January 23, 2018 and the new end date has been extended from December 31, 2019 to December 31, 2020. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$26,295.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with Architecture 9 PLLLP - Professional Design Services for Campus Directories at Santa Ana College and Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: December 9, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 12/9/19

Project: Campus Directories

Site: **Santa Ana College & Santiago Canyon College**

Consultants: **Architecture 9 PLLLP**

Type of Service: Professional Design Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$17,495.00	\$500.00	1/23/2018		12/31/2018
Amendment #1	\$8,300.00				12/31/2019
Amendment #2					12/31/2020
Total Agreement Amount	\$26,295.00				

AGREEMENT NO 0258.00/ DESCRIPTION:

Amendment #2 for an extension of time only.

This agreement #0258.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

12/31/2020

SECOND AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **11th** day of **December** in the year **2019**, between **ARCHITECTURE 9 PLLLP**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0258.00 entered into on January 23, 2018 and amended on December 10, 2018 to provide architectural services for the CAMPUS DIRECTORIES (ELECTRONIC) DISTRICT-WIDE. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from December 31, 2019 to be through December 31, 2020.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0258.00, effective January 23, 2018, shall remain in full force and effect.

ARCHITECTURE 9 PLLLP

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facilities Planning, District Construction and Support Services

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

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

To:	Board of Trustees	Date:	December 9, 2019
Re:	Approval of Amendment to Agreement with Architecture 9 PLLLP - Architectural Design Services for Barrier Removal/Signage and Wayfinding at Santa Ana College and Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement for additional architectural services and for an extension of time. On February 26, 2018 the Board of Trustees approved an agreement with Architecture 9 PLLLP for architectural design services for barrier removal to improve signage and wayfinding at both Santa Ana College and Santiago Canyon College. Through various campus meetings and during the assessment phase of existing exterior signs on campus, the scope of the work has developed and evolved based on input from campus users taking into consideration both current and projected wayfinding needs across campus. At this point in the design, additional architectural design services are needed to: 1) prepare mock-up sign monuments that can illustrate the type of font required on a brushed, aluminum background; 2) conduct additional campus user group meetings; and 3) allow for additional programming time needed to confirm building names, monument locations and heights for new traffic control signage, and locations for new 11 foot high wayfinding signs. The scope of work at Santa Ana College includes: all exterior building letters and names, four 11 foot high site directory signs, seven wayfinding monument signs, 10 parking lot monument signs and 55 post signs. The scope of work at Santiago Canyon College includes: all exterior building letters and names, four 11 foot high site directory signs, three new wayfinding monument signs, modifications to 23 existing wayfinding monument signs, 13 parking lot monument signs and 35 post signs. This work requires additional design services to create individual Division of State Architect (DSA) plan submittals, one for each college. To see the original agreement, please [click here](#).

ANALYSIS:

The amendment is to increase the contract by \$1,500, as well as an extension of time to the contract. The services covered by this agreement commenced February 27, 2018 and the new end date has been extended from December 31, 2019 to December 31, 2020. The revised total contract is a not to exceed fee in the amount of \$43,800. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay and State Scheduled Maintenance Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with Architecture 9 PLLLP - Architectural Design Services for Barrier Removal/Signage and Wayfinding at Santa Ana College and Santiago Canyon College as presented.

Fiscal Impact:	\$1,500	Board Date: December 9, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 12/9/19

Project: Barrier Removal/Signage and Wayfinding

Site: **Santa Ana College & Santiago Canyon College**

Consultants: **Architecture 9 PLLLP**

Type of Service: Architectural Design Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$25,300.00	\$300.00	2/27/2018		12/31/2018
Amendment #1	\$16,700.00				12/31/2019
Amendment #2	\$1,500.00				12/31/2020
Total Agreement Amount	\$43,800.00				

AGREEMENT NO 0264.00/ DESCRIPTION:

Amendment #2 for an extension of time and additional architectural design services.

This agreement #0264.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$1,500.00**

Contract End Date: **12/31/2020**

SECOND AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10th** day of **December** in the year **2019**, between **ARCHITECTURE 9 PLLLP**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0264.00 entered into on February 27, 2018 and amended on December 10, 2018 to provide architectural services for the BARRIER REMOVAL SIGNAGE AND WAYFINDING AT SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE. Please amend the AGREEMENT to include the following:
 - 1. By adding additional project scope per the attached Exhibit A; and
 - 2. By increasing the AGREEMENT amount by ONE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 DOLLARS (\$1,500) from FORTY-TWO THOUSAND THREE HUNDRED DOLLARS AND NO/100 (\$42,300); for a total AGREEMENT amount of FORTY-THREE THOUSAND EIGHT HUNDRED DOLLARS AND NO/100 (\$43,800); and
 - 3. By extending the contract completion date from December 31, 2019 to be through December 31, 2020.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0264.00, effective February 27, 2018, shall remain in full force and effect.

ARCHITECTURE 9 PLLLP

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT OF ORANGE COUNTY**

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

Agreement No. 0264.02
Board Approval: December 9, 2019
Purchase Order: 18-P0050689

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support
Services

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

EXHIBIT "A"

A. Project Scope:

The following items are the scope additions for Santiago Canyon College included in this Amendment:

1. Mock-Up No. 4 – task of creating a monument sign package and coordination for A Good Sign and Ampersand Sign Company.
2. Mock-Up No. 5 – task of creating an additional architectural rendering of monument sign.
3. Mock-Up No. 6 – task of creating a site directional sign including one modification.

B. Compensation / Fee Schedule:

	Santa Ana College	Santiago Canyon College	TOTAL
Mock-Up No. 4	-	\$500	\$500
Mock-Up No. 5	-	\$500	\$500
Mock-Up No. 6	-	\$500	\$500
		TOTAL AMENDMENT #2	\$1,500

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Agreement with SVA Architects, Inc. – Architectural and Engineering Services for Russell Hall Secondary Effect Relocations at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural and engineering services for the Russell Hall Secondary Effect Relocations project at Santa Ana College. This project is required due to the demolition of Russell Hall, which will take place as part of the Russell Hall Replacement (Health Sciences) state funded project. This project has been in the planning phase with the college over the last year and a half to determine relocation locations for remaining programs impacted by the demolition of Russell Hall. Final program locations were agreed upon by the college in August 2019 after several meetings and review of the space inventory conducted under a previous architectural agreement. The new agreement is for design services related to spaces that need to be reconfigured to allow for the proper facilitation of moves for various programs. The following programs are currently located in the Russell Hall Building and will be relocated to other locations throughout the campus and include: 1) Human Services and Technology Division (HST Division) to Chavez Building; 2) Career Education and Workforce Development (CEWD) to Chavez Building; and 3) two faculty offices to Hammond Hall. This project involves the design through closeout phases to undertake reconfigurations in the existing Chavez Building to accommodate the HST Division and CEWD. In order to accommodate these groups, areas on the first floor (The Campus Data Center, ITS offices, a storage room, Fire Technology Department Offices, small computer lab and faculty room) will be reconfigured to create an updated and more efficient layout reflecting today’s operations in underutilized areas of the building while placing academic program services and offices with closer adjacencies. The existing faculty room will be moved to a new location in Building L and faculty offices to vacated offices in Dunlap Hall. Collectively, all moves and reconfigurations will allow for the accommodation of the new CEWD Department office and the HST Division to be consolidated in the Chavez Building as desired by the college.

ANALYSIS:

A Request for Proposal (RFP) #1920-264 for architectural and engineering services for the Russell Hall Secondary Effect Relocations project at Santa Ana College was solicited on September 27, 2019 to fourteen prequalified architects with a due date of October 18, 2019. The District received three proposals including Lionakis (Newport Beach); PBK Architects, Inc. (Costa Mesa); and SVA Architects, Inc. (Santa Ana). A screening panel convened on October 21, 2019 to review the proposals and interviewed PBK Architects, Inc. and SVA Architects, Inc. on October 25, 2019. The selection panel recommends SVA Architects, Inc. by consensus 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 SVA Architects, Inc. for architectural and engineering services for the Russell Hall Secondary Effect Relocations project at Santa Ana College.

The services covered by this agreement shall commence December 10, 2019 and end December 31, 2022. The contract is a total not-to-exceed fee of \$180,000. The District has reviewed the fee and it is reasonable, within industry standards and similar to other prequalified architectural firms.

This agreement is funded by Capital Outlay funded by the college.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with SVA Architects, Inc. – Architectural and Engineering Services for Russell Hall Secondary Effect Relocations at Santa Ana College as presented.

Fiscal Impact:	\$180,000	Board Date: December 9, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 12/9/19

Project: Russell Hall Secondary Effect Relocations

Site: **Santa Ana College**

Consultants: **SVA Architects, Inc.**

Type of Service: Architectural and Engineering Services

Agreement Summary	Amount	Reimbursables	Start	Duration End
Original Contract Amount	\$180,000.00		12/10/2019	12/31/2022
Total Agreement Amount	\$180,000.00			

AGREEMENT NO 0369.00/ DESCRIPTION:

This agreement #0369.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$180,000.00**

Contract End Date: **12/31/2022**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	December 9, 2019
Re:	Approval of Amendment to Agreement with Twining, Inc. – Materials Testing and Special Inspection Services for the Science Center at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On December 4, 2017, the Board of Trustees approved an agreement with Twining, Inc. to provide materials testing and special inspection services for the Science Center at Santa Ana College. The Science Center project is anticipated to be complete in the spring with close out activities to follow. An extension of time is required for this agreement for the remaining site work testing activities. Remaining activities include, but are not limited to, concrete and rebar sampling. To see the original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced on December 5, 2017 and the new end date has been extended from December 31, 2019 to June 30, 2020. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$665,434.

This agreement is funded by Measure Q Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with Twining, Inc. – Materials Testing and Special Inspection Services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date:	December 9, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

Board Agreement Summary

Board Date: 12/9/19

Project: Science Center

Site: **Santa Ana College**

Consultants: **Twining, Inc.**

Type of Service: Materials Testing and Special Inspection Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$340,434.00	\$5,000.00	12/5/2017		12/31/2019
Amendment #1					12/31/2019
Amendment #2	\$70,000.00				12/31/2019
Amendment #3	\$250,000.00				12/31/2019
Amendment #4					6/30/2020
Total Agreement Amount	\$665,434.00				

AGREEMENT NO 0253.00/ DESCRIPTION:

Amendment #4 for an extension of time only.

This agreement #0253.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

6/30/2020

FOURTH AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 10TH day of DECEMBER in the year 2019, between TWINING, INC. hereinafter referred to as “CONSULTANT”, and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0253.00 entered into on December 5, 2017 and amended on May 14, 2018, on February 4, 2019 and April 29, 2019 to provide Special Inspection and Material Testing Services for the Science Center at Santa Ana College. Please amend the AGREEMENT to include the following:
 - a. By extending the contract completion date from December 31, 2019 to be through June 30, 2020.
2. Except as amended herein, the terms and conditions of AGREEMENT 0253.00 effective December 5, 2017, shall remain in full force and effect.

TWINING, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By _____
Print Name _____
Title _____
Date _____
Email _____

By _____
Peter J. Hardash
Vice Chancellor, Business Operations and Fiscal Services
Date _____

COPIES TO:

GENERATING OFFICE:
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	December 9, 2019
Re:	Approval of Amendment to Agreement with MTGL, Inc. – Geotechnical Testing and Inspection Consulting Services for the Science Center at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On December 4, 2017, the Board of Trustees approved an agreement with MTGL, Inc. for geotechnical testing and inspection consulting services for the construction of the Science Center at Santa Ana College. The Science Center project is anticipated to be complete in the spring with close out activities to follow. An extension of time is required for this agreement for the remaining site work testing activities. Remaining activities include, but are not limited to, soil compaction and asphalt testing. To see the original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced on December 5, 2017 and the new end date has been extended from December 31, 2019 to June 30, 2020. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$158,511.

This agreement is funded by Measure Q Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with MTGL, Inc. – Geotechnical Testing and Inspection Consulting Services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date:	December 9, 2019
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

Board Agreement Summary

Board Date: 12/9/19

Project: Science Center

Site: **Santa Ana College**

Consultants: **MGTL, Inc.**

Type of Service: Geotechnical Testing and Inspection Consulting Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$93,511.00		12/5/2017		12/31/2019
Amendment #1	\$65,000.00				
Amendment #2					6/30/2020
Total Agreement Amount	\$158,511.00				

AGREEMENT NO 0254.00/ DESCRIPTION:

Amendment #2 for an extension of time only.

This agreement #0254.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

6/30/2020

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10th** day of **DECEMBER** in the year **2019**, between **MTGL, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0254.00 entered into on December 5, 2017 and amended on April 23, 2018, to provide Geotechnical Engineering Consulting Services for the Science Center project at Santa Ana College. Please amend the AGREEMENT to include the following:
 - A. By extending the contract completion date from December 31, 2019 to be through June 30, 2020.
2. Except as amended herein, the terms and conditions of AGREEMENT 0254.00 effective December 5, 2017, shall remain in full force and effect.

MTGL, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter Hardash
Vice Chancellor, Business Operations and Fiscal Services

Title _____

Date _____

Date _____

Email _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

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

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

To:	Board of Trustees	Date:	December 9, 2019
Re:	Approval of Amendment to Agreement with Alta Environmental – Hazardous Materials Construction Monitoring Services for the Johnson Student Center (Building U) Demolition at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement with Alta Environmental for additional hazardous materials construction testing and monitoring services and for an extension of time. On September 24, 2018, the Board of Trustees approved an agreement with Alta Environmental for the new Johnson Student Center (Building U) demolition and new construction project at Santa Ana College. To see the original agreement, please [click here](#).

As part of the District's due diligence process, a hazardous material survey was completed during the planning and design phase of the project to identify any hazardous materials within the old Johnson building. During recent underground utility construction work around the new Johnson Student Center, additional unforeseen, concealed underground hazardous materials have been discovered. Additional asbestos piping materials is anticipated in Parking Lot 9, Campus Road, and South Service Road between Buildings B and J. An amendment is needed to increase services anticipated by Alta Environmental as they are required to undertake an asbestos investigation, conduct background asbestos air sampling, provide air monitoring during the asbestos removal, and provide an environmental closeout report. The amendment will allow Alta to continue work when needed to not cause delays for asbestos testing.

The District is required to comply with proper oversight, handling, management and monitoring of hazardous materials abatement work according to all applicable laws and regulations, including the California Code of Regulations (CCR), the Division of Occupational Safety and Health of California (Cal/OSHA) and the Air Quality Management District (AQMD). Alta Environmental continues to provide these services for the project and has extensive experience with hazardous materials surveys, air monitoring services, development of specifications, and ensuring compliance with applicable laws and regulations for the monitoring and abatement work at educational facilities during construction.

ANALYSIS:

The amendment is to increase the contract by \$15,000, as well as an extension of time to the contract. The services covered by this agreement commenced September 25, 2018 and the new end date has been extended from December 31, 2019 to December 31, 2020. The revised total contract amount is a not to exceed fee in the amount of \$167,927. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with Alta Environmental – Hazardous Materials Construction Monitoring Services for the Johnson Student Center (Building U) Demolition at Santa Ana College as presented.

Fiscal Impact:	\$15,000	Board Date: December 9, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 12/9/19

Project: Johnson Student Center (Building U) Demolition

Site: **Santa Ana College**

Consultants: **Alta Environmental**

Type of Service: Hazardous Material Construction Monitoring Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$33,228.00	\$1,000.00	9/25/2018		12/31/2019
Amendment #1	\$118,699.00				12/31/2019
Amendment #2	\$15,000.00				12/31/2020
Total Agreement Amount	\$167,927.00				

AGREEMENT NO 0304.00/ DESCRIPTION:

Amendment #2 for additional hazardous material construction monitoring services and an extension of time.

This agreement #0304.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$15,000.00**

Contract End Date: **12/31/2020**

SECOND AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10th** day of **DECEMBER** in the year **2019**, between **ALTA ENVIRONMENTAL** hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0304.00 entered into on September 25, 2018 and amended on February 25, 2019 for **HAZARDOUS MATERIALS CONSTRUCTION MONITORING SERVICES for the JOHNSON STUDENT CENTER at Santa Ana College**. Please amend the AGREEMENT to include the following:
 - A. By adding project scope, per the attached Exhibit A; and
 - B. By increasing the AGREEMENT amount by FIFTEEN THOUSAND AND 00/100 DOLLARS (\$15,000) from ONE HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS (\$152,927), for a total AGREEMENT amount of ONE HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED TWENTY-SEVEN AND 00/100 DOLLARS (\$167,927); and
 - C. By extending the contract completion date from December 31, 2019 to be through December 31, 2020.
2. Except as amended herein, the terms and conditions of AGREEMENT 0304.00 effective September 25, 2019, shall remain in full force and effect.

ALTA ENVIRONMENTAL

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____
Print Name _____
Title _____
Date _____
Email _____

By _____
Peter J. Hardash
Vice Chancellor, Business Operations and Fiscal Services
Date _____

Agreement No. 0304.01
Board Approval: December 9, 2019
Purchase Order: 19-P005400

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Svcs

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

EXHIBIT "A"

1. **Project Scope:**

Parking Lot 9, Campus Road, and South Road Work – Given the recent discovery of underground asbestos piping at multiple areas of the new Johnson Student Center, it is likely that the Contractor will discover asbestos piping materials at the portion of construction work known as Parking Lot 9, Campus Road, and South Road. If asbestos is discovered, Consultant will conduct an asbestos investigation, provide background asbestos air sampling, provide air monitoring during the asbestos removal and earthwork activities, and provide an environmental closeout report.

2. **Compensation:**

The total amended not-to-exceed fee is **FIFTEEN THOUSAND DOLLARS (\$15,000)**.

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

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Amendment to Agreement with Architecture 9 PLLLP – Architectural and Engineering Design Services for ITS Copper Wire Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On January 14, 2019 the Board of Trustees approved an agreement with Architecture 9 PLLLP for architectural and engineering design services for the Information Technology Services (ITS) copper wire project at Santa Ana College. With the completion of the Central Plant project, Santa Ana College installed new twisted pair copper wire to replace the old lines as part of the infrastructure improvements across campus. These copper lines were replaced and then terminated (landed) at 22 buildings on campus at their respective Intermediate Distribution Frame (IDF) rooms or the Building Distribution Frame (BDF) rooms associated with the buildings. The new copper lines will provide connectivity to support service for telephone voice systems, emergency telephone lines, elevator telephones, and fax machines. It is the intent of ITS to now abandon the old lines and utilize the new copper lines. The new copper lines are installed at each major building on the campus which are then directly connected back to the campus's main computer communication center located at the Chavez Building (A).

Additional time is needed to investigate 22 buildings on campus at their respective IDF and BDF rooms associated with the buildings. Design engineering services require additional job walks and inspections of the existing equipment required to assist ITS and the college in the transition at each building from the old lines to the new copper lines and activate the lines in the buildings. The additional investigations by the design team will ensure the new copper infrastructure lines are properly connected for each building and that the entire system between all buildings is then operational and functional. The design team is responsible for preparing any necessary plans and specifications for submittal to the Division of the State Architect (DSA) which is anticipated to occur spring 2020. To see the original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced on January 15, 2019 and the new end date has been extended from December 31, 2019 to December 31, 2020. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$53,200.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with Architecture 9 PLLLP – Architectural and Engineering Design Services for ITS Copper Wire Project at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: December 9, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 12/9/19

Project: ITS Copper Wire Project

Site: **Santa Ana College**

Consultants: Architecture 9 PLLLP

Type of Service: Architectural/Engineering Design Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$53,200.00		1/15/2019		12/31/2019
Amendment #1					12/31/2020
Total Agreement Amount	\$53,200.00				

AGREEMENT NO 0320.00/ DESCRIPTION:

Amendment #1 for an extension of time only.

This agreement #0320.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

12/31/2020

FIRST AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10th** day of **December** in the year **2019**, between **ARCHITECTURE 9 PLLLP**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0320.00 entered into on January 15, 2019 to provide architectural design services for the TWISTED PAIR MIGRATION AND GROUND BUS PROVISIONS FOR THE ITS COPPER WIRE PROJECT AT SANTA ANA COLLEGE. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from December 31, 2019 to be through December 31, 2020.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0320.00, effective January 15, 2019, shall remain in full force and effect.

ARCHITECTURE 9 PLLLP

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

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

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

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Amendment to Agreement with LSA Associates, Inc. – Traffic/Circulation Analysis for Campus Entrance Improvements at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On April 29, 2019, the Board of Trustees approved an agreement with LSA Associates, Inc. for a traffic/circulation analysis for the campus entrance improvements project at Santiago Canyon College. Due to additional studies required for the project to facilitate developing reconfiguration options for vehicular drop off and circulation, the overall project duration has extended. Therefore, an extension of time is required for these services to continue with this work and coordinating with the architectural team as they develop design options for the campus entrance at Chapman Avenue. To see the original agreement, please [click here](#).

This project is necessary to address Blaser legal settlement deficiency items related to path of travel. In order to correct such, the entire hardscape from the sidewalk at the bus stop along Chapman Avenue’s entrance traveling to the fountain area (front of campus), through Strenger Plaza, and up to Buildings D, E and the Library are impacted. The amount of work required to fix the path of travel slopes is significant and is challenged to the changes in site elevations and grade.

As part of this project, the main campus plaza is impacted as well as the vehicular and pedestrian traffic points of entry at the front entrance adjacent the fountain. All of these components need to be assessed as part of the corrective work associated with this project because of the magnitude of hardscape to be demolished and replaced. These site improvements will benefit all students, visitors, faculty, and staff. The current front drop-off/pick-up area often experiences traffic jams, vehicle stacking, and conflicts between vehicles and pedestrians crossing at the same location. Both the College and District see a need to undertake further analysis to confirm if the existing location is the best suited location or if drop-off/pick-up should occur elsewhere on campus.

Upon review of the Campus Facility Master Plan, there are potential multiple locations of vehicular drop off and improvements contemplated as part of the plan, but have not yet been implemented. Therefore, the District hired LSA Associates, Inc., a professional traffic engineering consultant to further evaluate the drop off, pick up, vehicular travel patterns and

pedestrian patterns to provide and confirm vehicular improvement recommendations for the project. The work associated with this project will create a new front entry for the College that is safer for pedestrians, more efficient for vehicles, and continue to provide a welcoming atmosphere that is enhanced and improved.

ANALYSIS:

The services covered by this agreement commenced on April 30, 2019 and the new end date has been extended from December 31, 2019 to December 31, 2020. There are no additional costs for this amendment. The agreement remains based on an hourly not-to-exceed fee of \$25,940.

This agreement is funded by State Scheduled Maintenance and Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with LSA Associates, Inc. – Traffic/Circulation Analysis for Campus Entrance Improvements at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: December 9, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 12/9/19

Project: Campus Entrance Improvements

Site: **Santiago Canyon College**

Consultants: **LSA Associates, Inc.**

Type of Service: Traffic/Circulation Analysis

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$25,940.00		4/30/2019		12/31/2019
Amendment #1					12/31/2020
Total Agreement Amount	\$25,940.00				

AGREEMENT NO 0343.00/ DESCRIPTION:

Amendment #1 for an extension of time only.

This agreement #0343.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

12/31/2020

FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10th** day of **DECEMBER** in the year **2019**, between **LSA ASSOCIATES, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0343.00 entered into on April 30, 2019 to provide Traffic/Circulation Analysis Services for the Campus Entrance Improvement Project at Santiago Canyon College. Please amend the AGREEMENT to include the following:
 - A. By extending the contract completion date from December 31, 2019 to be through December 31, 2020.
2. Except as amended herein, the terms and conditions of AGREEMENT 0343.00 effective April 30, 2019, shall remain in full force and effect.

LSA ASSOCIATES, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____
Print Name _____
Title _____
Date _____
Email _____

By _____
Peter Hardash
Vice Chancellor, Business Operations and Fiscal Services
Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

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

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

To:	Board of Trustees	Date:	December 9, 2019
Re:	Approval of Amendment to Agreement with Ghatoade Bannon Architects, LLP - Professional Design Services for the New Safety and Security Offices at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND:

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On October 23, 2017 the Board of Trustees approved an agreement with Ghatoade Bannon Architects, LLP for architectural design services related to the new campus Safety and Security offices at Santiago Canyon College. The project is currently in construction and is anticipated to be completed in the new year. Therefore, an extension of time is needed for project closeout. Close out for the project and DSA certification is expected to be through the spring of 2020. To see the original agreement, please [click here](#).

ANALYSIS:

The services covered by this agreement commenced on October 24, 2017 and the new end date has been extended from December 31, 2019 to June 20, 2020. There are no additional costs for this amendment. The agreement remains based on a not to exceed fee of \$97,616.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with Ghatoade Bannon Architects, LLP - Professional Design Services for the New Safety and Security Offices at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date:	December 9, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

Board Agreement Summary

Board Date: 12/9/19

Project: New Safety & Security Offices

Site: **Santiago Canyon College**

Consultants: **Ghatoade Bannon Architects, LLP**

Type of Service: Professional Design Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$25,000.00	\$5,000.00	10/24/2017		12/31/2018
Amendment #1	\$67,616.00				12/31/2019
Amendment #2					6/30/2020
Total Agreement Amount	\$97,616.00				

AGREEMENT NO 0246.00/ DESCRIPTION:

Amendment #2 for an extension of time only.

This agreement #0246.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount:

N/A

Contract End Date:

6/30/2020

SECOND AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 10th day of **December** in the year **2019**, between **GHATOADE BANNON ARCHITECTS, LLP**, hereinafter referred to as “CONSULTANT”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “DISTRICT”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0246.00 entered into on October 24, 2017 and amended on December 10, 2018 to provide professional design services for the new Safety & Security Offices at Santiago Canyon College. Please amend the AGREEMENT to include the following:
 - 1. By extending the contract completion date from December 31, 2019 to be through June 30, 2020.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0246.00, effective October 24, 2017, shall remain in full force and effect.

GHATOADE BANNON ARCHITECTS, LLP **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By _____ By _____
Print Name _____ Peter J. Hardash
Title _____ Vice Chancellor, Business Operations and Fiscal Services
Date _____ Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support Services

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

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

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Amendment to Agreement with SVA Architects, Inc. - Architectural and Engineering Services for Campus Entrance Improvements at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for additional architectural and engineering services and an extension of time. On October 29, 2018, the Board of Trustees approved an agreement with SVA Architects, Inc. for architectural and engineering services for the campus entrance improvements project at Santiago Canyon College. The design team studied four design options for District/College consideration. The selected option will address the Blaser Settlement issues as well as address the pick-up/drop-off issues that currently occur causing traffic congestion at the campus entrance as well as unsafe crossing conditions for pedestrians. In addition, the option selected will proceed in two separate phases. Phase 1 includes upgrades to a portion of Loop Road and Phase 2 includes upgrades to Strenger Plaza. Phase 2 will not begin until Phase 1 is complete; therefore, the project now requires separate agency approvals, bid packages, construction administration phases, and closeout phases. Due to revisions to the final project scope of work, the design fee requires adjustment and the schedule has also changed, due to the phasing and anticipated Division of the State Architect (DSA) approval. To see original agreement, please [click here](#).

This project is necessary to address Blaser legal settlement deficiency items related to path of travel. In order to correct such, the entire hardscape from the sidewalk at the bus stop along Chapman Avenue's entrance traveling to the fountain area (front of campus), through Strenger Plaza, and up to Buildings D, E and the Library are impacted. The amount of architectural and design work required to fix the path of travel slopes is significant and is challenged to the changes in site elevations and grade.

As part of this project, the main campus plaza is impacted as well as the vehicular and pedestrian traffic points of entry at the front entrance adjacent the fountain. All of these components need to be assessed as part of the corrective work associated with this project because of the magnitude of hardscape to be demolished and replaced. These site improvements will benefit all students, visitors, faculty, and staff. The current front drop-off/pick-up area often experiences traffic jams, vehicle stacking, and conflicts between vehicles and pedestrians crossing at the same location. Both the College and District see a need to undertake further analysis to confirm if the existing location is the best suited location or if drop-off/pick-up should occur elsewhere on campus.

Upon review of the Campus Facility Master Plan, there are potential multiple locations of vehicular drop off and improvements contemplated as part of the plan, but have not yet been implemented. Therefore, the District hired LSA Associates, Inc., a professional traffic engineering consultant to further evaluate the drop off, pick up, vehicular travel patterns and pedestrian patterns to provide and confirm vehicular improvement recommendations for the project. The work associated with this project will create an entirely new front entry for the College that is safer for pedestrians, more efficient for vehicles, and continue to provide a welcoming atmosphere that is enhanced and improved.

ANALYSIS:

The amendment to this agreement increases the contract amount by \$758,750. The total contract amount has increased from \$264,000 to \$1,022,750. The District has reviewed the fee and it is reasonable and within industry standards. The services covered by this agreement commenced on October 30, 2018 and the new end date has been extended from December 31, 2021 to June 30, 2023.

This agreement is funded by State Scheduled Maintenance and Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to agreement with SVA Architects, Inc. - Architectural and Engineering Services for Campus Entrance Improvements at Santiago Canyon College as presented.

Fiscal Impact:	\$758,750	Board Date: December 9, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 12/9/19

Project: Campus Entrance Improvements

Site: **Santiago Canyon College**

Consultants: **SVA Architects, Inc.**

Type of Service: Architectural and Engineering Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$264,000.00		10/30/2018		12/31/2021
Amendment #1	\$758,750.00				12/31/2021
Total Agreement Amount	\$1,022,750.00				

AGREEMENT NO 0309.00/ DESCRIPTION:

Amendment #1 for additional architectural services.

This agreement #0309.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

Total Proposed Amount: **\$758,750.00**

Contract End Date: **12/31/2021**

FIRST AMENDMENT TO ARCHITECTURAL SERVICES AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10TH** day of **DECEMBER** in the year **2019**, between **SVA ARCHITECTS, INC.** hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0309.00 entered into on October 30, 2019 to provide Architectural services for the Barrier Removal Campus Entrance Improvement Project at Santiago Canyon College. Please amend the AGREEMENT to include the following:
 - 1. By revising the original Project Scope, Schedule, and Construction Budget per the attached Exhibit A;
 - 2. By increasing the AGREEMENT amount by SEVEN HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$758,750) from TWO HUNDRED SIXTY-FOUR THOUSAND DOLLARS (\$264,000), for a total AGREEMENT amount of ONE MILLION TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1,022,750) per the attached Exhibit B; and
 - 3. By extending the contract completion date from December 31, 2021 to be through June 30, 2023.
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0309.00, effective October 30, 2019, shall remain in full force and effect.

SVA ARCHITECTS, INC.

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT OF ORANGE COUNTY**

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations and Fiscal Services

Date _____

Date _____

Agreement No. 0309.01
Board Approval: December 9, 2019
Purchase Order: 19-P0054613

COPIES TO:

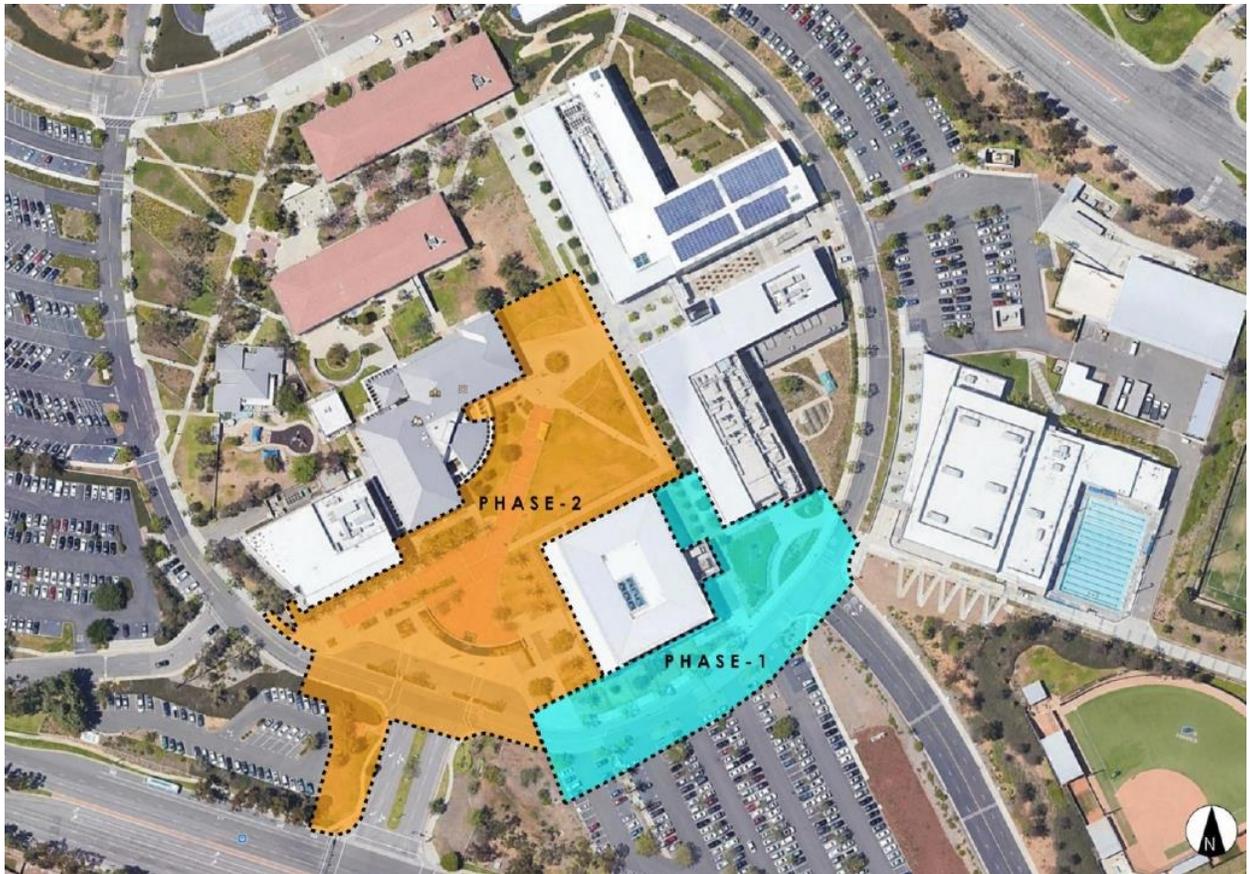
GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Carri Matsumoto, Assistant Vice Chancellor
Facility Planning, District Construction and Support
Services

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

EXHIBIT "A"

A. UPDATED PROJECT SCOPE / DESCRIPTION:

Based on the approved Preliminary Schematic Design Option 4, the updated scope of work for the project now includes Phase 1, Loop Road (as shown in blue below) and Phase 2, Stringer Plaza (as shown in orange below). Upgrades to Phase 1 may include, but are not limited to, new drop-off drop-off/pick-up lanes; plaza paving of Loop Road and southwestern access drive; new median traffic median with low ornamental fencing; planting and irrigation improvements; and new site lighting. Upgrades to Phase 2 may include, but are not limited to, accessible walkway improvements; removal of existing islands and pick-up/drop-off lane at entry; redesigned Strenger Plaza between Buildings E and L; construction of a new feature fountain element at project entry; renovate pedestrian passage East of Building D; redesign Vasquez promenade; new landscape and irrigation; and new site lighting.



B. UPDATED CONSTRUCTION BUDGET:

The Construction Budget for the Project shall not exceed **\$10,000,000** (includes Phase 1 and Phase 2).

C. UPDATED SCHEDULE:

The anticipated project schedule indicated below is subject to change.

Task Name	Duration (working days)	Start	Finish
DESIGN PHASE			
Schematic Design Phase			
PRELIM SD Phase			
AE Kick-off Meeting			Complete
Executive Group Mtg #1			Complete
User Mtg #1			Complete
AE Prepare (3) Prelim SD Options + ROM			Complete
AE / Facilities Meeting to Review Options			Complete
User Mtg #2 / Executive Mtg #2			Complete
AE / Facilities Review Mtg			Complete
Update SD Option 4 (PH 1 & 2)	15 days	Tue 12/10/19	Mon 1/13/20
District Review	10 days	Tue 1/14/20	Mon 1/27/20
User Mtg #3 / Executive Group Mtg #3	5 days	Tue 1/28/20	Mon 2/3/20
FINAL SD Phase	40 days	Tue 2/4/20	Mon 3/30/20
AE Prepare SD package for Selected Option (PH 1 & 2)	25 days	Tue 2/4/20	Mon 3/9/20
User Mtg #4 / Executive Group Mtg #4	5 days	Tue 3/24/20	Mon 3/30/20
Prelim Mtg w/DSA	1 day	Tue 3/10/20	Tue 3/10/20
SD Estimate (by AE & 3rd Party)	10 days	Tue 3/10/20	Mon 3/23/20
District Review	10 days	Tue 3/10/20	Mon 3/23/20
Cost Reconciliation/Comment Review	5 days	Tue 3/24/20	Mon 3/30/20
Approve 100% SD's	0 days	Mon 3/30/20	Mon 3/30/20
60% Construction Documents	60 days	Tue 3/31/20	Mon 6/22/20
AE prepare 60% CDs (PH 1 & 2)	35 days	Tue 3/31/20	Mon 5/18/20
Constructability Review/Backcheck	20 days	Wed 5/20/20	Tue 6/16/20
60% CD Estimate (by AE & 3rd Party)	15 days	Tue 5/19/20	Mon 6/8/20
District Review	25 days	Tue 5/19/20	Mon 6/22/20
Cost Reconciliation/Comment Review	5 days	Tue 6/9/20	Mon 6/15/20
Approve 60% CDs	0 days	Mon 6/22/20	Mon 6/22/20
100% Construction Documents	75 days	Tue 6/23/20	Tue 10/6/20
AE prepare 100% CDs (PH 1 & 2)	40 days	Tue 6/23/20	Mon 8/17/20
PO Request for DSA Fees	38 days	Tue 6/23/20	Thu 8/13/20
Constructability Review/Backcheck	20 days	Tue 8/18/20	Tue 9/15/20
100% CD Estimate (by AE & 3rd Party)	15 days	Tue 8/18/20	Tue 9/8/20
District Review	25 days	Tue 8/18/20	Tue 9/22/20
Cost Reconciliation/Comment Review	5 days	Wed 9/9/20	Tue 9/15/20
AE Address All Comments	10 days	Wed 9/23/20	Tue 10/6/20
AGENCY APPROVALS			
Division of the State Architect (DSA)	237 days	Wed 8/12/20	Fri 7/16/21
DSA Submittal / Intake Mtg (6-8 Weeks In	5 days	Wed 8/12/20	Tue 8/18/20

Task Name	Duration (working days)	Start	Finish
Advance)			
<i>Submit to DSA</i>	1 day	Wed 10/7/20	Wed 10/7/20
DSA Review	140 days	Thu 10/8/20	Wed 4/28/21
AE Response to Comments	40 days	Thu 4/29/21	Wed 6/23/21
DSA Backcheck Appointment/Approval (PH 1 & 2)	15 days	Thu 6/24/21	Wed 7/14/21
DSA Return Appv'd Dwgs/Specs	2 days	Thu 7/15/21	Fri 7/16/21
CONSTRUCTION - PHASE 1			
PROCUREMENT (PHASE 1)	59 days	Mon 7/19/21	Thu 10/7/21
Prepare Bid Package	10 days	Mon 7/19/21	Fri 7/30/21
<i>Advertisement (Out to Bid)</i>	1 day	Mon 8/2/21	Mon 8/2/21
Job Walk	1 day	Mon 8/9/21	Mon 8/9/21
RFI Deadline	1 day	Tue 8/24/21	Tue 8/24/21
Respond to RFIs/Issue Addendum	2 days	Wed 8/25/21	Thu 8/26/21
Bids Due	1 day	Fri 9/3/21	Fri 9/3/21
Bid Analysis	2 days	Mon 9/6/21	Tue 9/7/21
Board Docket Due to Carri	9 days	Wed 9/8/21	Mon 9/20/21
Board Approval	1 day	Tue 9/21/21	Tue 9/21/21
Issue Bid Award Letter	1 day	Wed 9/22/21	Wed 9/22/21
Collect Contractor's Insurance Docs.	5 days	Thu 9/23/21	Wed 9/29/21
Generate PO/Issue NTP/Precon	1 day	Thu 10/7/21	Thu 10/7/21
CONSTRUCTION (PHASE 1)	141 days	Fri 10/8/21	Fri 4/22/22
Submittal/Procurement/Mobilization Period	20 days	Fri 10/8/21	Thu 11/4/21
Construction	90 days	Fri 11/5/21	Thu 3/10/22
Final Clean	5 days	Fri 3/11/22	Thu 3/17/22
Punch List Walk/Assemble Punch List	5 days	Fri 3/18/22	Thu 3/24/22
Substantial Completion	0 days	Fri 3/25/22	Fri 3/25/22
Punch List Correction (Construction Complete)	20 days	Mon 3/28/22	Fri 4/22/22
CLOSEOUT (PHASE 1)	50 days	Mon 4/25/22	Fri 7/1/22
Final Completion	20 days	Mon 4/25/22	Fri 5/20/22
DSA Project Closeout	30 days	Mon 5/23/22	Fri 7/1/22
Prepare Docket	2 days	Mon 5/23/22	Tue 5/24/22
Docket to Carri/Review	1 day	Wed 5/25/22	Wed 5/25/22
Docket to Peter/Review	3 days	Thu 5/26/22	Mon 5/30/22
Docket Review Mtg/Board Prep	5 days	Tue 5/31/22	Mon 6/6/22
Bd Approval of NOC	1 day	Tue 6/7/22	Tue 6/7/22
File NOC with Recorder	1 day	Wed 6/8/22	Wed 6/8/22
CONSTRUCTION - PHASE 2			
CONSTRUCTION PROCUREMENT (PHASE 2)	59 days	Fri 3/11/22	Wed 6/1/22
Prepare Bid Package	10 days	Fri 3/11/22	Thu 3/24/22

Task Name	Duration (working days)	Start	Finish
<i>Advertisement (Out to Bid)</i>	1 day	Fri 3/25/22	Fri 3/25/22
Job Walk	1 day	Fri 4/1/22	Fri 4/1/22
RFI Deadline	1 day	Mon 4/18/22	Mon 4/18/22
Respond to RFIs/Issue Addendum	2 days	Tue 4/19/22	Wed 4/20/22
Bids Due	1 day	Thu 4/28/22	Thu 4/28/22
Bid Analysis	2 days	Fri 4/29/22	Mon 5/2/22
Board Docket Due to Carri	9 days	Tue 5/3/22	Fri 5/13/22
Board Approval	1 day	Mon 5/16/22	Mon 5/16/22
Issue Bid Award Letter	1 day	Tue 5/17/22	Tue 5/17/22
Collect Contractor's Insurance Docs.	5 days	Wed 5/18/22	Tue 5/24/22
Generate PO/Issue NTP/Precon	1 day	Wed 6/1/22	Wed 6/1/22
CONSTRUCTION (PHASE 2)	201 days	Thu 6/2/22	Thu 3/9/23
Submittal/Procurement/Mobilization Period	20 days	Thu 6/2/22	Wed 6/29/22
Construction	150 days	Thu 6/30/22	Wed 1/25/23
Final Clean	5 days	Thu 1/26/23	Wed 2/1/23
Punch List Walk/Assemble Punch List	5 days	Thu 2/2/23	Wed 2/8/23
Substantial Completion	0 days	Thu 2/9/23	Thu 2/9/23
Punch List Correction (Construction Complete)	20 days	Fri 2/10/23	Thu 3/9/23
CLOSEOUT (PHASE 2)	50 days	Fri 3/10/23	Thu 5/18/23
Final Completion	20 days	Fri 3/10/23	Thu 4/6/23
DSA Project Closeout	30 days	Fri 4/7/23	Thu 5/18/23
Prepare Docket	2 days	Fri 4/7/23	Mon 4/10/23
Docket to Carri/Review	1 day	Tue 4/11/23	Tue 4/11/23
Docket to Peter/Review	3 days	Wed 4/12/23	Fri 4/14/23
Docket Review Mtg/Board Prep	5 days	Mon 4/17/23	Fri 4/21/23
Bd Approval of NOC	1 day	Mon 4/24/23	Mon 4/24/23
File NOC with Recorder	1 day	Tue 4/25/23	Tue 4/25/23

D. UPDATED SUB-CONSULTANTS & HOURLY RATES:

<u>Discipline</u>	COMPANY
<u>Electrical</u>	GOSS ENGINEERING, INC. 255 E RINCON STREET, SUITE 301 CORONA, CA 92879

Electrical Engineer Hourly Rates for Additional Services:

Position	Name of Personnel	Hourly Rates
Principal	Shaw Gentry	\$206
Sr. Project Manager	Brian Fogle, Ed Burtch	\$180
Project Manager	Rick Morrow, Spencer Tanaka, Andrew Cole	\$155
Mechanical Designer	Epifanio Torres, Katelyn Brink	\$118
Electrical Designer	Chrisly latag, Jocelin Lam, Nicole Oropeza	\$118
Drafter	Ana Perez, Jovani Venegas, & Jorge Prieto	\$93
Administration	Laiza Booker & Jeanette Madrigal	\$72

EXHIBIT "B"

A. The new total not-to-exceed fee is **ONE MILLION TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$1,022,750)**. Included in this not-to-exceed fee is the following:

1. Compensation for Basic Services PHASE 1: The DISTRICT shall compensate the ARCHITECT for performing the Basic Services as described in Article 1 and in accordance with Article 7 a fixed fee of **TWO HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED SIXTY DOLLARS (\$285,960)**.

2. Compensation for Basic Services PHASE 2: The DISTRICT shall compensate the ARCHITECT for performing the Basic Services as described in Article 1 and in accordance with Article 7 a fixed fee of **SEVEN HUNDRED TWELVE THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$712,790)**.

3. Allowance: Included in the aforementioned fee is an estimated allowance of **TWENTY-FOUR THOUSAND DOLLARS (\$24,000)**. Any use of the allowance shall be subject to DISTRICT's approval in accordance with Article 8.

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

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Amendment to Agreement with Go To Technologies, Inc. for IT Management and Transition Consulting Services	
Action:	Request for Approval	

BACKGROUND

On May 28, 2019, the Board of Trustees approved an agreement with Go To Technologies, Inc. for IT Management and Transition Consulting Services. The scope of services consisted of ongoing project oversight and onboarding transition services, in lieu on an interim assignment, to cover the vacancy of Director, Academic and End User Support Services at Santa Ana College. The scope also included transitional onboarding assistance for another ITS Director position being filled at the District Office.

With the recent retirement of the Director of Academic and End User Support Services at Santiago Canyon College, continuing assistance is required to cover for this vacancy and transition for existing projects and responsibilities to a permanent hire.

ANALYSIS

This amendment will provide the campus management coverage needed for the open ITS Director vacancy at Santiago Canyon College. The amendment will extend the contract duration from November 30, 2019 to March 17, 2020 and add an additional maximum of 500 hours to the contract (12.5 weeks, or about three months, at 40 hours per week). The District negotiated a rate of \$160 per hour for this amendment, which will extend the contract cost by an amount not to exceed \$80,000. The total contract amount has increased from \$182,000 to \$262,000. The District has reviewed alternative options to cover this campus management vacancy and found this to be the most timely solution given the current vacancy and the scope of the work.

The District reserves the right to terminate the agreement by providing thirty days written notice should the work be completed ahead of schedule or if the vacancy is filled sooner. The District has reviewed the amendment and has found the time extension to be sufficient and reasonable to complete the work.

This agreement is funded by the ITS operational budget with savings from the vacant position.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendment to agreement with Go To Technologies, Inc. for IT Management and Transition Consulting Services as presented.

Fiscal Impact:	Not to exceed \$80,000	Board Date: December 9, 2019
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 10th day of December in the year 2019, between **GO TO TECHNOLOGIES, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT entered into on June 6th, 2019 to provide IT Management and Transition Consulting Services. Please amend the AGREEMENT to include the following:
 - 1. Amend the contracted scope of work, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.
 - 2. Extend the contract duration period from November 30, 2019 to be through March 17, 2020.
 - 3. Increase the contract billable hours by 500 hours and decrease the contract hourly rate from \$175/hour to \$160/hour. This will thereby increase the total contract amount by \$80,000.
- B. Except as amended herein, the terms and conditions of AGREEMENT effective June 6th, 2019 shall remain in full force and effect.

GO TO TECHNOLOGIES, INC.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY

By _____

By _____

Print Name _____

Peter J. Hardash

Title _____

Vice Chancellor, Business Operations/Fiscal Services

Date _____

Date _____

COPIES TO:

GENERATING OFFICE
Rancho Santiago Community College District
2323 N. Broadway, Suite 250
Santa Ana, CA 92706
Jesse Gonzalez
Assistant Vice Chancellor, ITS

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

Exhibit A Amended Scope of Work

Business Purpose

Go To Technologies will provide transitional consulting services for the individual hired for the position of Director, Academic and End User Support at Santiago Canyon College. Go To Technologies will also provide IT management consultant services to the Assistant Vice Chancellor of ITS.

Inclusions

- Providing project management services and oversight of technical initiatives at Santiago Canyon College
- Transition of all ongoing projects and initiatives to the Director, Academic and End User Support at Santiago Canyon College

Deliverables

Key Deliverables & Acceptance Criteria

Go To Technologies will provide the following items (the “Go To Technologies Materials”) to Customer during the Engagement to review and approve in accordance with the acceptance process set forth below:

Deliverable	Acceptance Criteria
Transition Plan to the new Director, Academic and End User Support at Santiago Canyon College	▫ Reviewed and approved by new Director and Assistant Vice-Chancellor of ITS
Detailed Project Plans for ongoing Projects/Initiatives at Santiago Canyon College	▫ Reviewed and approved by new Director and Assistant Vice-Chancellor of ITS
Support Plan for the open position of Director, Academic and End User Support at Santiago Canyon College	▫ Reviewed and approved by new Director and Assistant Vice-Chancellor of ITS

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

To:	Board of Trustees	Date:	December 9, 2019
Re:	Approval of Amendment to Agreement with Ellucian, Inc. for Colleague Application Hosting Services		
Action:	Request for Approval		

BACKGROUND

On September 14, 2015, the Board of Trustees approved an agreement with Ellucian Systems for Application Management Services with the future option to upgrade into Application Hosting Services in the Ellucian cloud. On April 11, 2016, the Board of Trustees approved the option to upgrade from Application Management Services to Application Hosting Services in a five-year contract ending on October 14, 2020. The hosting services allows our Enterprise Resource Planning (ERP) application and Student Information System (SIS) to reside securely in the Ellucian cloud (hosted within Amazon Web Services). This includes the hosting of mission critical applications, including Colleague UI, Web Advisor, Self Service, Ellucian Mobile and ImageNow, which are hosted directly by Ellucian.

ANALYSIS

After applications were moved to the Ellucian cloud in 2016, it was discovered that custom system processes and other workloads required additional hardware resources to be added to the cloud environment in order to maintain system stability. The addition of system resources resulted in additional costs beyond the original agreement. This amendment accounts for the increase in hardware costs. The total contract cost increases by \$374,862 from \$427,750 to \$802,612 for the period of August 1, 2019 through October 14, 2020. The first payment will be retroactively charged immediately after Board approval. To view the amendment please click [here](#).

The District is continuing to explore options to reduce costs associated with custom system processes and looking into more affordable hosting solutions.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment to Agreement with Ellucian, Inc. for Colleague Application Hosting Services as presented.

Fiscal Impact:	\$802,612	Board Date:	December 9, 2019
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

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

To:	Board of Trustees	Date:	December 9, 2019
Re:	Approval of Agreement with VPLS Solutions, LLC for Professional Services		
Action:	Request for Approval		

BACKGROUND

The Information Technology Services (ITS) Department has several projects underway to upgrade server and infrastructure that is scheduled to be retired by the manufacturer. These projects will fine tune and upgrade system databases, improve network security and availability and optimize system resource utilization and technical architecture in RSCCD's Microsoft Azure cloud.

ANALYSIS

The District requires subject matter expertise for the design, implementation and support escalation for the various solutions and infrastructure being deployed and maintained by ITS in support of ongoing projects and our technology plan.

The agreement and scope of work with VPLS Solutions, LLC for professional services include database administration consulting, system and network design, resource optimization and high-level and emergency support for our email, cloud, network and security systems. The service engagement with VPLS Solutions, LLC provides the District a pool of consulting hours to be used as needed, billed only upon consumption, at a fee not to exceed \$80,000.

This project will be funded by the ITS operational budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with VPLS Solutions, LLC for professional services as presented.

Fiscal Impact:	Not to exceed \$80,000	Board Date:	December 9, 2019
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, and VPLS Solutions, LLC, having its principal business address located at 1744 W. Katella Ave #200, Orange, CA 92867 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on 12/10/2019, whichever is later, and shall continue in full force and effect thereafter until and including 06/30/2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

giving a written notice of termination.

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Eighty Thousand Dollars (\$80,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Dane Clacken
Director Technology Infrastructure and Support Services
2323 N Broadway
Santa Ana, CA 92706

Contractor: Daniel Seah, VPLS, Inc.
1744 W. Katella Ave
Orange, CA 92867

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

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

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

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

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

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

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

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

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

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

for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __ Daniel Seah

Print Title: __ IT Solutions Manager

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:

VPLS professional services will be used to assist with the design, implementation, and administration of the following technologies;

- Microsoft Exchange Messaging System
- Microsoft Azure Cloud Infrastructure
- Palo Alto Networks Engineering Professional
- Ruckus Networks Engineering Professional Services
- Extreme Networks Engineering Professional
- Cisco Systems Engineering Professional Services
- Aruba Networks Engineering Professional Services

Services around other technologies are available and can be included based on mutual agreement. Emergency response services are available for the same technologies listed above

Additionally, VPLS will provide comprehensive, on-demand remote DBA support of District database resources as determined. VPLS will assist with preventative maintenance for RSCCD databases and provide architectural and administrative guidance for Microsoft SQL Servers as agreed upon with RSCCD. VPLS Professional Services Microsoft SQL expertise includes, but is not limited to, the following;

- Microsoft SQL Database Capacity, performance and security audits
- Microsoft SQL Database Proactive Maintenance plans
- Microsoft SQL High Availability/DR Planning and Testing
- Microsoft SQL Database upgrades, installation and configuration
- Microsoft SQL Database Administrator Professional Services
- Microsoft SQL Database Server Infrastructure design
- Microsoft SQL Upgrade and migration planning

Schedule of Payment:

- RSCCD is under no obligation under this agreement to use any or all of the hours quoted
- RSCCD will only be billed upon consumption of hours/services
- RSCCD will be invoiced with NET30 terms upon delivery of services
- Time and Materials Hours used are charged at rate listed in quote above for Planned/Scheduled work during business hours
- For planned/scheduled work during business hours, RSCCD can use up to 320 hours based on the predetermined rate (\$250/Hour) and terms of this agreement.
 - o 1 Hour minimum billing for Planned/Scheduled remote work
 - o 2 Hour minimum billing for Planned/Scheduled onsite work
- After Hours planned/scheduled work is debited at 1.5x of the standard rate (\$375/Hour)
- Emergency work (4HR Response) is debited at 2x of the standard rate (\$500/Hour)

- o 2 Hour minimum billing for Emergency remote work
- o 4 Hour minimum billing for Emergency onsite work
- Time and Materials Agreements and Rates are valid until June 30, 2020.
- Travel time (if required) is included to RSCCD District Office and 2 campuses (SCC/SAC)
- Planned/Scheduled services require a recommended 5 business day lead time for resource scheduling
- Business Hours are considered 8AM - 6PM Monday Through Friday PST Excluding Federal Holidays

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

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of California Multiple Award Schedule (CMAS) Contract #3-17-70-2031D to Coast Data Cabling, Inc., dba D4 Solutions	
Action:	Request for Approval	

BACKGROUND

On November 17, 2008, the Board of Trustees approved the California Multiple Award Schedule (CMAS) #3-08-70-2031C to D4 Solutions for the purchasing of cabling and installation services, districtwide, on an as needed basis. This contract has expired, in order to utilize the new contract Board of Trustees approval is required.

ANALYSIS

Utilization of CMAS Contract #3-17-70-2031D will allow the District to continue using D4 Solutions for purchasing cabling components (such as voice data, fiber optics, copper cabling, cord, wire assemblies, etc.), and installation services on an as-needed basis to allow transmission of data throughout the district network. The complete contract and product information is available for review in the Purchasing Services Department. The CMAS contract pricing includes a 5-28% discount off the manufacturer's list price for materials and a 6.25% discount for labor. In fiscal year 2018-19 the District spent \$75,030 on services and equipment provided by D4 Solution and expect to spend approximately the same amount during the term of the contract per fiscal year. The CMAS contract has been approved by the State of California, Department of General Services, and meets all legal requirements allowing California school districts to use the contract. This contract is good through April 9, 2023.

RECOMMENDATION

It is recommended that the Board of Trustees approve the District's participation in the California Multiple Award Schedule (CMAS) Contract #3-17-70-2031D, including any future supplements, modifications, renewals and extensions as presented.

Fiscal Impact:	Based on Utilization	Board Date: December 9, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

State of California
MULTIPLE AWARD SCHEDULE

Coast Data Cabling, Inc.
d.b.a.

D4 Solutions

CMAS NUMBER:	3-17-70-2031D
SUPPLEMENT NO.:	1
CMAS TERM DATES:	10/16/2017 through 4/09/2023
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	March 15, 2018
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0499N
BASE SCHEDULE HOLDER:	Accu-Tech Corporation

This contract provides for the purchase and warranty of hardware. (See page 2 for the specific brands applicable to this contract.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this CMAS through 4-09-2023. In addition, this supplement replaces in its entirety D4 Solutions' existing California Multiple Award Schedule (CMAS) that expires on 7-31-2018. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions dated March 15, 2018, and products and/or services are included herein. Please review these provisions carefully because they may have changed since issuance of your last CMAS.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.



BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **5/17/2018**

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

To:	Board of Trustees	Date:	December 9, 2019
Re:	Approval of California Multiple Award Schedule (CMAS) Contract #4-13-71-0017D to The HON Company		
Action:	Request for Approval		

BACKGROUND

Many years ago the District developed standards on numerous office and classroom furniture items, i.e., file cabinets, chairs, conference room furniture, ergonomic seating, stools, tables, stacking chairs and other miscellaneous items based on quality, flexibility and pricing of the products. Currently, the District has several approved CMAS contracts for furniture, fixtures and equipment in place that offer discounts off list price, however, we have found that going directly through the manufacturer to be more cost-effective. The District would like to utilize CMAS Contract #4-13-71-0017D to The HON Company for the initial procurement of furniture and fixtures for the newly constructed Safety and Security Offices at Santiago Canyon College and may be used at other locations districtwide. In order to utilize this contract Board of Trustees approval is required.

ANALYSIS

Utilization of CMAS Contract #4-13-71-0017D will allow the District to purchase these furnishings from The HON Company. The complete contract and product information is available for review in the Purchasing Services Department. The contract is approved by the State of California, Department of General Services and meets all legal requirements. California Multiple Award Schedule (CMAS) pricing mirrors General Services Administration (GSA) Contract #GS-27F-0015S. This contract provides discounts ranging from 62.95% - 71.55% depending on the product and is good through June 30, 2021 and is expected to be extended.

RECOMMENDATION

It is recommended that the Board of Trustees approve the District's participation in the California Multiple Award Schedule (CMAS) Contract #4-13-71-0017D to The HON Company and any future supplements, modifications, renewals and extensions as presented.

Fiscal Impact:	Based on utilization	Board Date:	December 9, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

State of California
MULTIPLE AWARD SCHEDULE
The HON Company, LLC

CONTRACT NUMBER:	4-13-71-0017D
SUPPLEMENT NO.:	3
CMAS CONTRACT TERM:	5/2/2017 through 6/30/2021
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-27F-0015S
BASE SCHEDULE HOLDER:	The HON Company LLC

This contract provides for the purchase, warranty and assembly of furniture products and accessories. (See page 2 for the restrictions applicable to this contract.)

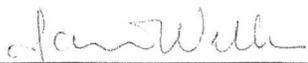
NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf>. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this contract through 6-30-21. In addition, this supplement replaces in its entirety THE HON COMPANY LLC's existing California Multiple Award Schedule (CMAS) that expires on 6-30-17. The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010, products and/or services and pricing are included herein. Please review these provisions carefully because they may have changed since issuance of your last contract.

State agencies cannot use this CMAS contract to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the following website: http://pia.ca.gov/pdf/General_info/General-State-Agency-Exemption-Form.pdf. A copy of the approved exemption must be kept with the purchase order for audit purposes.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.



JANNA WELK, Program Analyst, California Multiple Award Schedules Unit Effective Date: **5/2/2017**

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

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Utilizing the Torrance Unified School District Piggyback Bid #10-04.09.19, Classroom & Office Furniture	
Action:	Request for Approval	

BACKGROUND

Many years ago the District developed standards on numerous classroom and office furniture items which were selected based on quality, functionality, style and cost-effectiveness. The District utilized the Hawthorne School District Bid 13-14-1 Furniture and Accessories for standardized items, however, the bid has expired. The Torrance Unified School District went out to bid for Classroom & Office Furniture in May 2019 and included language to allow California Community College Districts to “piggyback” from their bid. To utilize this bid, Board of Trustees approval is required.

ANALYSIS

Board of Trustee approval will allow our District to purchase identical furniture and accessories under the same terms and conditions on an as needed basis. The Torrance Unified School District Bid #10-04.09.19 meets all legal requirements.

Attached is the Board Action Summary related to Torrance Unified School District Bid #10-04.09.19 awarded to the following vendors:

CM School Supply	5% – 7% off list
Culver-Newlin, Inc.	5% – 40% off list
ELB Education	43% - 53% off list
Lakeshore Learning	6% off list
McDowell-Craig	45% off list
MeTEOR Education	5% - 54% off list
Office Solutions (Blue Space Interiors)	45% - 61% off list

The approval and utilization of this bid is in the best interest of the District as it allows us discount pricing and convenient procurement of quality, functional, cost-effective items that match our existing furniture standards. This bid is good through May 6, 2024. The complete bid can be obtained in the Purchasing Services Department.

RECOMMENDATION

It is recommended that the Board of Trustees approve utilizing the Torrance Unified School District Piggyback Bid #10-04.09.19 for Classroom & Office Furniture and any future supplements, modifications, renewals and extensions as presented.

Fiscal Impact:	Based on Utilization	Board Date: December 9, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



Agenda Item Details

Meeting	May 06, 2019 - Regular Meeting of the Board of Education
Category	17. ADMINISTRATIVE SERVICES CONSENT ITEMS
Subject	17.8 Approve Award of Bid No. 10-04.09.19 Classroom & Office Furniture
Access	Public
Type	Action
Recommended Action	That approval be given to award Bid No. 10-04.09.19 Classroom & Office Furniture, as presented, and award to multiple vendors, as presented.

Public Content

Summary:

Board approval is requested to award Bid No. 10-04.09.19 Classroom & Office Furniture, to the vendors listed below, as presented. In accordance with established procedures, staff completed the review of all bid requirements, including but not limited to, manufacturer certifications, licenses, and compliance with Disabled Veteran Business Enterprises (DVBE) requirements. A total of 11 sealed bids were publicly opened on April 9, 2019.

1. CM School Supply
2. Culver-Newlin
3. ELB Education
4. Lakeshore Learning
5. McDowell-Craig
6. MeTEOR Education
7. Office Solutions (Blue Space Interiors)

Additionally, Administration recommends rejecting bids from four vendors that were deemed non-responsive and disqualified pursuant to the terms and conditions of the bid and its addenda: Group Vivo, Office Depot (Work Space), Southwest School & Office Supply, and Virco.

This bid may be used by school and community college districts throughout California by virtue of its "piggyback" clause (Public Contract Code 20118, 20652) and may be extended for an additional four years, for a total life of five years from the date of the award date, through May 6, 2024, by mutual consent of the District and the awarded vendor (Education Code 39644). A technology clause is included in the bid, allowing product and component upgrades that meet the general technical requirements of a school district. School districts will also be able to use a catalog discount from the most current manufacturer's catalog.

Financial Impact:

Funding may be provided from various sources, including, but not limited to, General Fund, Categorical Programs, and Nutrition Services.

Requested By:

Superintendent
Deputy Superintendent - Administrative Services
Director - Purchasing and Communications

NOI SUMMARY.pdf (257 KB)

Administrative Content

Motion & Voting

That approval be given to award Bid No. 10-04.09.19 Classroom & Office Furniture, as presented, and award to multiple vendors, as presented.

Motion by Jeremy Gerson, second by Betty Lieu.

Final Resolution: Motion Carries

Aye: Terry Ragins, Don Lee, Betty Lieu, James Han, Jeremy Gerson

10/20/19 thru 11/09/19

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-B0001738	10/23/19	71	Student Activities	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,968.47
20-B0001739	10/23/19	71	Student Life & Leadership	Other Operating Exp & Services	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-B0001740	10/23/19	71	Student Activities	Other Participant Travel Exp	DOING GOOD WORKS	1,326.08
20-B0001741	10/24/19	71	Student Life & Leadership	Other Operating Exp & Services	UNIVERSALATHLETIC SERVICES INC	3,199.76
20-B0001742	10/24/19	71	Student Activities	Other Operating Exp & Services	FASTSIGNS	957.03
20-B0001743	10/25/19	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	14,334.59
20-B0001744	10/28/19	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	833.66
20-B0001745	10/29/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	SEHI COMPUTER PRODUCTS	569.87
20-B0001746	11/06/19	79	Auxiliary Services Office	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	1,511.20
20-P0059089	10/21/19	41	Facility Planning Office	Bldg Impr - Other Services	ERIC MITTLESTEAD	14,700.00
20-P0059090	10/21/19	11	District Wide Technology	Non-Instructional Supplies	LOCTEK ERGONOMIC	1,474.82
20-P0059091	10/21/19	11	Risk Management	Non-Instructional Supplies	AMAZON COM	141.04
20-P0059092	10/21/19	33	EHS Administration	Non-Instructional Supplies	AMAZON COM	388.14
20-P0059093	10/21/19	13	Occupational Therapy	Advertising	25TH HOUR COMMUNICATIONS	8,393.00
20-P0059094	10/21/19	12	Business Division Office	Instructional Supplies	SEHI COMPUTER PRODUCTS	3,359.45
20-P0059095	10/21/19	41	Facility Planning Office	Equip-All Other > \$5,000	COMMLINE INC	7,971.89
20-P0059096	10/21/19	12	EOPS	Books Paid for Students	DON BOOKSTORE	250,000.00
20-P0059097	10/21/19	12	DSPS Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,500.00
20-P0059098	10/21/19	13	Maintenance	Contracted Services	CHIPMAN CORPORATION	3,935.00
20-P0059099	10/21/19	12	DSPS Office	Non-Instructional Supplies	NESTLE WATERS NORTH AMERICA	415.00
20-P0059100	10/21/19	12	Veterans Service Office	Contracted Services	OZ SANCHEZ	3,000.00
20-P0059101	10/21/19	33	CDC Santa Ana College - East	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	500.00
20-P0059102	10/21/19	12	Digital Media Center	Contracted Services	BRIGHTVIEW TREE CARE SERVICES, INC.	1,616.00
20-P0059103	10/21/19	11	Business Division Office	Inst Dues & Memberships	AMERICAN ASSOC FOR PARALEGAL ED	519.75
20-P0059104	10/21/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	U.S. SPORTS VIDEO	2,223.44
20-P0059105	10/21/19	62	Risk Management	Non-Instructional Supplies	LOCTEK ERGONOMIC	477.40
20-P0059106	10/22/19	11	Facility Planning Office	Public Agencies' Assess & Fees	COUNTY OF ORANGE	8,106.72
20-P0059107	10/22/19	12	CJ/Academies	Instructional Supplies	M F ATHLETIC COMPANY INC	207.03
20-P0059108	10/22/19	33	CDC Administration	Equip-w/Contr Svc>\$1,000<\$5000	BESTWAY LAUNDRY SOLUTIONS	4,164.80
20-P0059109	10/22/19	12	Orientation/Coord/Training	Food and Food Service Supplies	CMA RESTAURANTS INC	167.76
20-P0059110	10/22/19	12	Safety & Parking - DO	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	250.19
20-P0059111	10/22/19	12	Student Equity	Food and Food Service Supplies	SANTIAGO HILLS AUTO SPA INC	39.99
20-P0059112	10/22/19	12	Biology	Instructional Supplies	USA SCIENTIFIC INC	921.57
20-P0059113	10/22/19	12	Student Equity	Contracted Services	GONZALES ENRIQUE	500.00
20-P0059114	10/22/19	12	Student Equity	Contracted Services	BONNIE L SILVER INC	500.00
20-P0059115	10/22/19	12	Continuing Education Division	Non-Instructional Supplies	AMAZON COM	42.60
20-P0059116	10/22/19	12	Safety & Parking - DO	Contracted Services	OC SPECIAL EVENTS SECURITY, INC.	130.00
20-P0059117	10/22/19	12	Safety & Parking - DO	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	609.21
20-P0059118	10/23/19	11	CJ/Academies	Contracted Services	SOUTHWEST MOBILE STORAGE, INC.	500.00
20-P0059119	10/23/19	62	Risk Management	Contracted Services	GLOBAL WORKS INC	1,120.00
20-P0059120	10/23/19	12	Biology	Advertising	VILLA PARK BASEBALL BOOSTERS	1,200.00
20-P0059121	10/23/19	12	Short-Term Vocational	Instructional Supplies	CDW GOVERNMENT INC.	4,057.77

5.21 (1)

No. 5.21

Legend: * = Multiple Funds for this P.O.

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10/20/19 thru 11/09/19

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0059122	10/23/19	12	Biology	Equip-All Other >\$1,000<\$5,000	VWR FUNDING INC	1,434.78
20-P0059123	10/23/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	SEHI COMPUTER PRODUCTS	903.06
20-P0059124	10/23/19	12	Student Equity	Non-Instructional Supplies	DON BOOKSTORE	133.34
20-P0059125	10/23/19	11	Continuing Education Division	Non-Instructional Supplies	CARD INTEGRATORS INC	2,414.80
20-P0059126	10/23/19	12	Continuing Education Division	Food and Food Service Supplies	CMA RESTAURANTS INC	470.00
20-P0059127	10/23/19	12	Automotive Technology/Engine	Equip-w/Contr Svc > \$5,000	EMILIO RAMIREZ	14,950.00
20-P0059128	10/23/19	13	Grounds	Non-Instructional Supplies	ORANGE COUNTY FARM SUPPLY	1,500.00
20-P0059129	10/23/19	33	CDC Centennial Education Ctr	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	480.00
20-P0059130	10/23/19	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	VERITIV OPERATING COMPANY	1,756.09
20-P0059131	10/23/19	12	Health & Wellness	Food and Food Service Supplies	RALPHS GROCERY CO	500.00
20-P0059132	10/23/19	12	Health & Wellness	Non-Instructional Supplies	AMAZON COM	275.29
20-P0059133	10/23/19	33	CDC Santa Ana College - East	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
20-P0059134	10/23/19	33	CDC Administration	Non-Instructional Supplies	SMART & FINAL	200.00
20-P0059135	10/23/19	33	CDC Administration	Non-Instructional Supplies	AMMEX	1,000.00
20-P0059136	10/23/19	33	CDC Santa Ana College - East	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0059137	10/23/19	33	CDC Santa Ana College - East	Non-Instructional Supplies	SMART & FINAL	500.00
20-P0059138	10/23/19	11	Transportation	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	2,000.00
20-P0059139	10/23/19	12	Veterans Resource Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,200.00
20-P0059140	10/23/19	12	SAC Research	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	300.00
20-P0059141	10/23/19	13	Counseling Office	Non-Instructional Supplies	DON BOOKSTORE	2,225.18
20-P0059142	10/23/19	33	CDC Santa Ana College - East	Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,000.00
20-P0059143	10/23/19	12	ULINK	Food and Food Service Supplies	SMART & FINAL	250.00
20-P0059144	10/23/19	12	Center for Teacher Education	Food and Food Service Supplies	SMART & FINAL	600.00
20-P0059145	10/23/19	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	311.30
20-P0059146	10/23/19	12	ULINK	Food and Food Service Supplies	AMERICAN WEST RESTAURANT GROUP HOLDING LLC	300.00
20-P0059147	10/23/19	12	Television/Video	Non-Instructional Supplies	KEY CODE MEDIA, INC.	2,531.83
20-P0059148	10/23/19	12	Engineering	Instructional Supplies	MCMASTER CARR SUPPLY CO	70.26
20-P0059149	10/23/19	12	Family & Consumer Studies	Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	352.47
20-P0059150	10/23/19	33	CDC Administration	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	788.24
20-P0059151	10/24/19	12	Kinesiology - Physical Educ	Instructional Supplies	TOMARK SPORTS	5,039.92
20-P0059152	10/24/19	12	Kinesiology - Physical Educ	Instructional Supplies	TOMARK SPORTS	3,179.55
20-P0059153	10/24/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	EASTBAYFOOTLOCKER.COM	4,085.84
20-P0059154	10/24/19	12	Student Equity	Food and Food Service Supplies	JAYS CATERING	710.25
20-P0059155	10/24/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	SEHI COMPUTER PRODUCTS	6,703.53
20-P0059156	10/24/19	12	Center for Teacher Education	Non-Instructional Supplies	EAGLE GRAPHICS INC	1,674.17
20-P0059157	10/24/19	12	Kinesiology - Physical Educ	Instructional Supplies	TOMARK SPORTS	4,180.09
20-P0059158	10/24/19	13	Maintenance	Non-Instructional Supplies	DUNN EDWARDS CORP	1,500.00
20-P0059159	10/24/19	13	Custodial	Non-Instructional Supplies	AMERICAN CHEMICAL & SANITARY	10,000.00
20-P0059160	10/24/19	12	Academic Affairs Office	Instructional Supplies	VERITIV OPERATING COMPANY	4,260.75
20-P0059161	10/24/19	12	Short-Term Vocational	Non-Instructional Supplies	DON BOOKSTORE	1,203.62
20-P0059162	10/24/19	12	Kinesiology - Physical Educ	Instructional Supplies	TOMARK SPORTS	1,769.42
20-P0059163	10/24/19	12	Kinesiology - Physical Educ	Instructional Supplies	NATL SPORTS APPAREL LLC	4,553.06

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0059164	10/24/19	12	Continuing Education Division	Contracted Services	CSU FULLERTON AUXILIARY SVCS CORP	1,726.33
20-P0059165	10/24/19	13	Maintenance	Contracted Services	COSCO FIRE PROTECTION INC	2,320.00
20-P0059166	10/24/19	12	Biology	Non-Instructional Supplies	RJE MOORE INC	116.26
20-P0059167	10/24/19	11	Facility Planning Office	Non-Instructional Supplies	LOCTEK ERGONOMIC	288.42
20-P0059168	10/24/19	12	Career Ed & Work Dev Office	Food and Food Service Supplies	ASF0UR GROUP CORP	2,796.00
20-P0059169	10/24/19	12	Research	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	947.39
20-P0059170	10/25/19	11	Facility Planning Office	Non-Instructional Supplies	APCO GRAPHICS INC	808.36
20-P0059171	10/25/19	12	Counseling	Books Paid for Students	DON BOOKSTORE	5,000.00
20-P0059172	10/25/19	12	Biology	Instructional Supplies	BIO RAD LABORATORIES	195.98
20-P0059173	10/25/19	11	Digital Media Center	Contracted Repair Services	PROFESSIONAL PLUMBING &	1,050.00
20-P0059174	10/25/19	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	80.92
20-P0059175	10/25/19	12	Engineering	Instructional Supplies	ROBOTSHOP INC	318.26
20-P0059176	10/25/19	12	Career Ed & Work Dev Office	Transportation - Student	CERTIFIED TRANSPORTATIONS	1,489.44
20-P0059177	10/25/19	13	Sci, Math, Health Sci Office	Gasoline	VOYAGER FLEET SYSTEM INC	527.59
20-P0059178	10/25/19	12	Center for Teacher Education	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
20-P0059179	10/25/19	12	Career Center	Non-Instructional Supplies	SAFEGUARD BUSINESS SYSTEMS	5,812.43
20-P0059180	10/25/19	12	Career Ed & Work Dev Office	Non-Instructional Supplies	AMAZON COM	64.45
20-P0059181	10/25/19	12	Counseling	Food and Food Service Supplies	HARKISON	140.00
20-P0059182	10/25/19	12	Orientation/Coord/Training	Food and Food Service Supplies	JAYS CATERING	789.24
20-P0059183	10/25/19	12	Fire Academy	Instructional Supplies	DALESIO INC	773.83
20-P0059184	10/25/19	12	Upward Bound	Software License and Fees	NATL STUDENT CLEARINGHOUSE	425.00
20-P0059185	10/25/19	12	Humanities & Social Sci Office	Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	31.32
20-P0059186	10/25/19	33	CDC Administration	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	109.20
20-P0059187	10/25/19	11	Digital Media Center	Contracted Repair Services	PROFESSIONAL PLUMBING &	1,625.00
20-P0059189	10/25/19	12	Reprographics	Instructional Supplies	KELLY PAPER	2,496.65
20-P0059190	10/25/19	12	Student Services Office	Transportation - Student	CERTIFIED TRANSPORTATIONS	3,000.00
20-P0059191	10/25/19	12	Career Ed & Work Dev Office	Food and Food Service Supplies	HARKISON	846.00
20-P0059192	10/25/19	12	Kinesiology - Physical Educ	Instructional Supplies	TOMARK SPORTS	1,187.59
20-P0059193	10/25/19	12	Center for Teacher Education	Non-Instructional Supplies	SAFEGUARD BUSINESS SYSTEMS	2,026.98
20-P0059194	10/25/19	11	Maintenance & Operations	Non-Instructional Supplies	WALTERS WHOLESALE ELECTRIC CO	1,803.29
20-P0059195	10/25/19	33	CDC Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	140.11
20-P0059196	10/25/19	33	CDC Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
20-P0059197	10/25/19	12	Kinesiology - Physical Educ	Instructional Supplies	TOMARK SPORTS	4,326.31
20-P0059198	10/25/19	11	Fire Academy	Contracted Services	MOORE ROBERT K	500.00
20-P0059199	10/25/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	1,354.16
20-P0059200	10/25/19	33	CDC Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	83.29
20-P0059201	10/25/19	11	Warehouse	Postage	UNITED PARCEL SVC	1,067.08
20-P0059202	10/25/19	43	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	SAFEGUARD BUSINESS SYSTEMS	3,524.15
20-P0059203	10/25/19	11	Human Resources Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	874.74
20-P0059204	10/25/19	33	CDC Administration	Other Licenses & Fees	DEPT OF SOCIAL SERVICES	242.00
20-P0059205	10/28/19	11	District Wide Technology	Contracted Services	ELLUCIAN COMPANY L.P.	750.00
20-P0059206	10/28/19	12	Dance	Instructional Supplies	DISCOUNT DANCE LLC	86.57

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0059207	10/28/19	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	N1 CRITICAL TECHNOLOGIES, INC.	12,727.63
20-P0059208	10/28/19	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	4,739.79
20-P0059209	10/28/19	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	1,409.33
20-P0059210	10/28/19	12	Kinesiology - Physical Educ	Instructional Supplies	TOMARK SPORTS	1,685.26
20-P0059211	10/28/19	11	District Wide Technology	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	823.28
20-P0059212	10/28/19	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	4,286.14
20-P0059213	10/28/19	12	Engineering	Instructional Supplies	AMAZON COM	788.91
20-P0059214	10/28/19	33	CDC Santa Ana College	Food and Food Service Supplies	AMAZON COM	330.15
20-P0059215	10/28/19	33	CDC Administration	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	109.20
20-P0059216	10/28/19	12	Career Education Office	Equip-All Other >\$1,000<\$5,000	FISHER SCIENTIFIC	13,675.72
20-P0059217	10/28/19	12	Library Services	Library Books	EBSCO	918.14
20-P0059218	10/28/19	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	1,360.67
20-P0059219	10/28/19	12	Career Ed & Work Dev Office	Non-Instructional Supplies	HOME DEPOT	378.51
20-P0059220	10/28/19	13	Maintenance	Contracted Repair Services	ABBA TERMITE & PEST CONTROL INC	195.00
20-P0059221	10/28/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	SCHOOL HEALTH SUPPLY CO INC	800.86
20-P0059222	10/28/19	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	13.38
20-P0059223	10/28/19	12	Veterans Service Office	Non-Instructional Supplies	AMAZON COM	43.68
20-P0059224	10/28/19	12	Career Ed & Work Dev Office	Non-Instructional Supplies	AMAZON COM	86.96
20-P0059225	10/28/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	53.42
20-P0059226	10/28/19	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	DENNIS JAMES CLEEK	10,000.00
20-P0059227	10/28/19	12	DSPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
20-P0059228	10/28/19	12	Safety & Parking - DO	Contracted Services	NICOLE MILLER & ASSOC INC	3,222.00
20-P0059229	10/28/19	12	Safety & Parking - DO	Software License and Fees	LEXIPOL LLC	8,550.00
20-P0059230	10/29/19	12	Student Equity	Contracted Services	ARRELANO GUSTAVO	200.00
20-P0059231	10/29/19	12	Inmate Education Program	Books, Mags & Subscrip-Non-Lib	AMAZON COM	45.13
20-P0059232	10/29/19	33	CDC Administration	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	109.20
20-P0059233	10/29/19	12	Human Resources Office	Contracted Services	KEN REAL ESTATE LEASE LTD.	3,600.00
20-P0059234	10/29/19	12	Instl Effectiveness/Assessment	Contracted Services	ELUMEN, INC	4,500.00
20-P0059235	10/29/19	12	Continuing Education Division	Contracted Services	SCANTRON CORP	306.00
20-P0059236	10/29/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0059237	10/29/19	12	LA/OC Regional Consortia	Contracted Services	TELOS EDUCATIONAL SVCS	5,000.00
20-P0059238	10/30/19	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	IMAGE WORKS PES INC	511.54
20-P0059239	10/30/19	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	2,282.24
20-P0059240	10/30/19	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	IMAGE WORKS PES INC	1,587.97
20-P0059241	10/30/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	2,274.46
20-P0059242	10/30/19	11	Facility Planning Office	Public Agencies' Assess & Fees	ORANGE COUNTY SANITATION DISTRICT	71,576.88
20-P0059243	10/30/19	12	Academic Affairs Office-VP	District Business/Sponsorships	CAL STATE FULLERTON PHILANTHROPIC FOUNDATION	1,500.00
20-P0059244	10/30/19	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	2,770.16
20-P0059245	10/30/19	12	Academic Affairs Office-VP	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	2,080.11
20-P0059246	10/30/19	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	317.86
20-P0059247	10/31/19	12	Academic Affairs Office-VP	Books, Mags & Subscrip-Non-Lib	ROCKWELL PUBLISHING	1,917.84
20-P0059248	10/31/19	12	Academic Affairs Office-VP	Contracted Services	SHELLEY IOCONA	1,200.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0059249	10/31/19	12	Academic Affairs Office-VP	Contracted Services	DOZER BRIAN	1,800.00
20-P0059250	10/31/19	12	Academic Affairs Office-VP	Contracted Services	KOLENA CORPORATION	2,400.00
20-P0059251	10/31/19	13	Santiago Canyon College	Other Participant Travel Exp	GOLD COAST TOURS	702.48
20-P0059252	10/31/19	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	2,025.50
20-P0059253	10/31/19	12	Continuing Education Division	Transportation - Student	CERTIFIED TRANSPORTATIONS	992.96
20-P0059254	10/31/19	12	Health & Wellness	Software Support Service	POINT AND CLICK SOLUTIONS INC	5,900.00
20-P0059255	10/31/19	12	Continuing Education Division	Equip-w/Contr Svc>\$1,000<\$5000	COMMLINE INC	12,456.50
20-P0059256	10/31/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	SCHOOL HEALTH SUPPLY CO INC	800.86
20-P0059257	10/31/19	11	International Student Program	Non-Instructional Supplies	SABERS RENA	2,293.24
20-P0059258	10/31/19	11	Maintenance	Contracted Services	ORKIN PEST CONTROL	2,650.00
20-P0059259	10/31/19	12	Academic Affairs Office-VP	Contracted Services	INTERNATIONAL TRADE EDUCATION PROGRAMS, INC.	14,500.00
20-P0059260	10/31/19	12	Career Center	Non-Instructional Supplies	SMART LEVELS MEDIA	1,386.63
20-P0059261	10/31/19	12	Family & Consumer Studies	Instructional Supplies	OMNIPRINT INTERNATIONAL INC	101.35
20-P0059262	10/31/19	12	CJ/Academies	Equip-w/Contr Svc > \$5,000	GOLDEN STAR TECHNOLOGY, INC.	37,648.00
20-P0059263	10/31/19	12	Career Center	Non-Instructional Supplies	DIXIE BALLOONS	1,990.06
20-P0059264	10/31/19	12	Career Center	Rental - Other (Short-term)	CREATE A PARTY, INC.	5,330.00
20-P0059265	10/31/19	12	Pathways to Teaching	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	183.99
20-P0059266	10/31/19	12	Upward Bound	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
20-P0059267	10/31/19	12	Student Support Services	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
20-P0059268	10/31/19	12	Automotive Technology/Engine	Equip-All Other >\$1,000<\$5,000	MATCO TOOLS	45,008.09
20-P0059269	11/01/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	DG INVESTMENT INTERMEDIATE HOLDINGS 2, INC.	161,883.20
20-P0059270	11/01/19	11	Maintenance & Operations	Contracted Services	PYRO-COMM SYSTEMS INC	135.00
20-P0059271	11/01/19	13	Maintenance	Maint/Oper Service Agreements	ACCO ENGINEERED SYSTEMS INC	18,650.00
20-P0059272	11/01/19	33	CDC Santa Ana College - East	Food and Food Service Supplies	CLEARBROOK FARMS INC	7,500.00
20-P0059273	11/01/19	33	CDC Santiago Canyon College	Food and Food Service Supplies	CLEARBROOK FARMS INC	12,000.00
20-P0059274	11/01/19	12	Student Development	Software License and Fees	HEIBERG CONSULTING INC	1,599.00
20-P0059275	11/01/19	11	District Wide Technology	Contracted Services	ROBERT FERRILLI LLC	2,800.00
20-P0059276	11/01/19	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	782.92
20-P0059277	11/01/19	12	Safety & Parking - DO	Software License and Fees	INTIME SERVICES INC	6,000.00
20-P0059278	11/01/19	11	Student Activities	Contracted Services	CITY OF SANTA ANA	3,414.46
20-P0059279	11/04/19	12	Biology	Equip-All Other >\$1,000<\$5,000	WHITE BEAR PHOTONICS LLC	21,663.84
20-P0059280	11/04/19	12	LA/OC Regional Consortia	Contracted Services	SALYTICS	78,000.00
20-P0059281	11/04/19	13	Publications	Reproduction/Printing Expenses	R AND T BOOKBINDING, INC.	573.56
20-P0059282	11/05/19	11	CJ/Academies	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	251.26
20-P0059283	11/05/19	12	Biology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	526.55
20-P0059284	11/05/19	12	Orange Educ Ctr-Instruction	Software License and Fees	TECH SMITH CORP	3,042.00
20-P0059285	11/05/19	12	Biology	Equip-All Other > \$5,000	CUTTING EDGE SYSTEMS	21,543.67
20-P0059286	11/05/19	33	CDC Santa Ana College	Food and Food Service Supplies	CLEARBROOK FARMS INC	10,000.00
20-P0059287	11/05/19	12	Continuing Education Division	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	485.09
20-P0059288	11/05/19	12	Student Equity	Non-Instructional Supplies	JOVANNYS A. MEJIA	146.91
20-P0059289	11/05/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	BLICK ART MATERIALS	1,005.84
20-P0059290	11/05/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	30.58

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0059291	11/05/19	12	Upward Bound	Contracted Services	BUSINESS MACHINES SECURITY	929.08
20-P0059292	11/05/19	12	School & Community Partnership	Food and Food Service Supplies	JAYS CATERING	479.75
20-P0059293	11/05/19	12	Career Center	Non-Instructional Supplies	SMART LEVELS MEDIA	6,423.90
20-P0059294	11/05/19	13	Santiago Canyon College	Equip-All Other >\$1,000<\$5,000	NATIONAL OFFICE FURNITURE INC	2,546.28
20-P0059295	11/05/19	13	Santiago Canyon College	Contracted Services	CORPORATE SPACES INC	1,264.71
20-P0059296	11/05/19	12	Career Education Office	Food and Food Service Supplies	PARADISE BAKERY & CAFE	1,193.31
20-P0059297	11/05/19	33	CDC Centennial Education Ctr	Food and Food Service Supplies	CLEARBROOK FARMS INC	505.68
20-P0059298	11/05/19	12	Counseling	Reproduction/Printing Expenses	WE DO GRAPHICS INC	2,251.64
20-P0059299	11/05/19	12	Counseling	Food and Food Service Supplies	JAYS CATERING	2,373.28
20-P0059300	11/05/19	12	Biology	Instructional Supplies	VWR FUNDING INC	2,165.93
20-P0059301	11/05/19	12	Orange Educ Ctr-Instruction	Equip-All Other >\$1,000<\$5,000	POCKET NURSE	4,661.48
20-P0059302	11/05/19	12	EOPS	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	471.12
20-P0059303	11/05/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	WE DO GRAPHICS INC	1,682.45
20-P0059304	11/05/19	11	CJ/Academies	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,500.00
20-P0059305	11/05/19	12	Biology	Non-Instructional Supplies	SAMYS CAMERA	761.42
20-P0059306	11/05/19	12	Athletics	Instructional Supplies	MEDCO SPORTS MEDICINE	12,400.00
20-P0059307	11/05/19	11	Admin Services Office	Contracted Services	GOODWILL INDUSTRIES OF ORANGE COUNTY	3,000.00
20-P0059308	11/05/19	12	EOPS	Fees Paid for Students	ALPHA GAMMA SIGMA HONOR SCHOLARSHIP SOCIETY	900.00
20-P0059309	11/05/19	13	Admin Services Office	Non-Instructional Supplies	HOME DEPOT	14,500.00
20-P0059310	11/05/19	13	Admin Services Office	Rental-Equipment (Short-term)	UNITED RENTALS	14,500.00
20-P0059311	11/05/19	13	Admin Services Office	Food and Food Service Supplies	SMART & FINAL	14,500.00
20-P0059312	11/05/19	13	Admin Services Office	Gasoline	VOYAGER FLEET SYSTEM INC	10,000.00
20-P0059313	11/05/19	13	Grounds	Contracted Repair Services	B & M LAWN & GARDEN CTR	1,000.00
20-P0059314	11/05/19	12	Computer Science	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	1,086.05
20-P0059315	11/05/19	12	Biology	Food and Food Service Supplies	AMAZON COM	217.41
20-P0059316	11/05/19	12	Learning Support Center	Equip-Tablet/Laptop>\$200<\$1000	APPLE COMPUTER INC	1,055.19
20-P0059317	11/05/19	13	Educational Services Office	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	1,400.00
20-P0059318	11/05/19	11	CJ/Academies	Maint/Oper Service Agreements	PYRO-COMM SYSTEMS INC	135.00
20-P0059319	11/05/19	11	Kinesiology - Physical Educ	Contracted Repair Services	FITNESS REPAIR SHOP	175.00
20-P0059320	11/05/19	11	Kinesiology - Physical Educ	Contracted Repair Services	FITNESS REPAIR SHOP	125.00
20-P0059321	11/05/19	12	High Tech Center DSPTS	Software License and Fees	FREEDOM SCIENTIFIC BLV GROUP	4,800.00
20-P0059322	11/05/19	12	Small Business Dev Ctr Office	Contracted Services	MUSC, LLC	8,000.00
20-P0059323	11/05/19	13	Administrative Services Office	Equip-All Other >\$1,000<\$5,000	CDW GOVERNMENT INC.	10,607.73
20-P0059325	11/05/19	13	Santiago Canyon College	Contracted Services	CORPORATE SPACES INC	2,712.08
20-P0059326	11/05/19	11	Kinesiology - Physical Educ	Contracted Repair Services	FITNESS REPAIR SHOP	180.08
20-P0059327	11/06/19	11	American Sign Language	Contracted Services	QUICK CAPTION	252.00
20-P0059328	11/06/19	11	Maintenance	Non-Instructional Supplies	RICHARD L. DORSEY	1,900.00
20-P0059329	11/06/19	12	Student Equity	Non-Instructional Supplies	JOVANNYS A. MEJIA	387.44
20-P0059330	11/06/19	11	Fire Academy	Contracted Repair Services	TECHNICAL AUTOMOTIVE, INC.	1,533.70
20-P0059331	11/06/19	11	Maintenance	Contracted Repair Services	KAISER ROBERT	950.00
20-P0059332	11/06/19	12	Continuing Education Division	Non-Instructional Supplies	DON BOOKSTORE	393.30
20-P0059333	11/06/19	12	Academic Affairs Office	Instructional Supplies	SPORTS FACILITIES GROUP INC	2,630.65

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Legend: * = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0059334	11/06/19	12	Library Services	Library Books - Periodicals	LOS ANGELES TIMES	494.80
20-P0059335	11/06/19	12	Kinesiology - Physical Educ	Instructional Supplies	TOMARK SPORTS	2,010.69
20-P0059336	11/06/19	12	Physics	Instructional Supplies	ARBOR SCIENTIFIC	943.15
20-P0059337	11/06/19	12	Physics	Instructional Supplies	FLINN SCIENTIFIC INC	133.13
20-P0059338	11/06/19	12	Kinesiology - Physical Educ	Instructional Supplies	TOMARK SPORTS	1,039.41
20-P0059339	11/06/19	12	Puente	Other Participant Prog Svc/Exp	SANTA ANA PERFORMING ARTS	350.00
20-P0059340	11/06/19	11	International Student Program	Contracted Services	WHOLEREN, LLC	950.00
20-P0059341	11/06/19	12	SAC Continuing Ed-Instruction	Maint Contract - Office Equip	ACCO BRANDS USA LLC	552.36
20-P0059342	11/06/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	TOMARK SPORTS	72.92
20-P0059343	11/06/19	12	Safety & Parking - DO	Contracted Services	BOSS INDUSTRIES INC	1,123.94
20-P0059344	11/06/19	12	Short-Term Vocational	Instructional Supplies	HOME DEPOT	1,254.15
20-P0059345	11/06/19	33	CDC Administration	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LONG BEACH	680.42
20-P0059346	11/06/19	12	Short-Term Vocational	Instructional Supplies	HOME DEPOT	630.35
20-P0059347	11/06/19	11	Maintenance	Non-Instructional Supplies	PYRO-COMM SYSTEMS INC	52.44
20-P0059348	11/06/19	12	Fire Technology	Equip-Tablet/Laptop>\$200<\$1000	AMAZON COM	1,761.66
20-P0059349	11/06/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	255.80
20-P0059350	11/06/19	12	Academic Affairs Office	Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	46,165.25
20-P0059351	11/06/19	12	Career Ed & Work Dev Office	Food and Food Service Supplies	SUBWAY	7,500.00
20-P0059352	11/06/19	12	Orange Educ Ctr-Instruction	Equip-All Other >\$1,000<\$5,000	POCKET NURSE	3,185.94
20-P0059353	11/07/19	12	EOPS	Food and Food Service Supplies	JAYS CATERING	673.44
20-P0059354	11/07/19	13	Maintenance	Contracted Repair Services	VORTEX INDUSTRIES	2,686.00
20-P0059355	11/07/19	12	Athletics	Instructional Supplies	TOMARK SPORTS	3,933.91
20-P0059356	11/07/19	12	Athletics	Instructional Supplies	D3 SPORTS INC.	2,600.00
20-P0059357	11/07/19	11	District Wide Technology	Contracted Services	NTH GENERATION COMPUTING INC	610.00
20-P0059358	11/07/19	12	Computer Science	Instructional Supplies	AMAZON COM	771.40
20-P0059359	11/07/19	33	CDC Administration	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	109.20
20-P0059360	11/07/19	33	EHS Santa Ana College	Non-Instructional Supplies	HOME DEPOT	2,115.13
20-P0059361	11/07/19	12	Counseling	Food and Food Service Supplies	CORNER BAKERY/CBC RESTAURANT	620.10
20-P0059362	11/07/19	13	Counseling Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0059363	11/07/19	12	Automotive Technology/Engine	Instructional Supplies	CARQUEST AUTO PARTS	1,500.00
20-P0059364	11/07/19	12	Diesel	Instructional Supplies	UNITED RENTALS	125.00
20-P0059365	11/07/19	13	Public Affairs/Gov Rel Office	Advertising	NGUOI VIET DAILY NEWS	2,000.00
20-P0059366	11/07/19	13	Public Affairs/Gov Rel Office	Advertising	VIET BAO DAILY NEWS INC	1,750.00
20-P0059367	11/07/19	13	Public Affairs/Gov Rel Office	Advertising	REGENTS OF THE UNIV OF CALIF	370.00
20-P0059368	11/07/19	12	Career Ed & Work Dev Office	Food and Food Service Supplies	HARKISON	480.00
20-P0059369	11/07/19	11	Student Information Support	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	117.56
20-P0059370	11/07/19	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	6,861.60
20-P0059371	11/07/19	11	Public Affairs/Gov Rel Office	Advertising	CSU FULLERTON	1,750.00
20-P0059372	11/07/19	11	Grounds	Contracted Services	ORKIN PEST CONTROL	350.00
20-P0059373	11/07/19	12	Resource Development	Inst Dues & Memberships	ICHRIE INTL COUNCIL ON HOTEL, RESTAURANT	365.00
20-P0059374	11/07/19	12	Career Center	Software License and Fees	VOCATIONAL BIOGRAPHIES INC	325.00
20-P0059375	11/07/19	13	Public Affairs/Gov Rel Office	Advertising	RSCCD	950.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0059376	11/07/19	12	Automotive Technology/Engine	Instructional Supplies	IDSC HOLDINGS LLC	7,506.88
20-P0059377	11/07/19	12	Anthropology	Instructional Supplies	BONE CLONES	1,308.60
20-P0059378	11/08/19	11	Chancellor's Office	Conference Expenses	FARMERS AND MERCHANTS BANK OF LONG BEACH	1,752.91
20-P0059379	11/08/19	11	Chancellor's Office	Conference Expenses	FARMERS AND MERCHANTS BANK OF LONG BEACH	923.44
20-P0059380	11/08/19	11	Maintenance	Equip-All Other >\$1,000<\$5,000	SWEETWATER SOUND	1,044.66
20-P0059381	11/08/19	12	Health & Wellness	Non-Instructional Supplies	SUSAN BLACKWOOD LEEDY	33.87
20-P0059382	11/08/19	12	Athletics	Instructional Supplies	TOMARK SPORTS	1,440.34
20-P0059383	11/08/19	13	Maintenance	Contracted Repair Services	D4 SOLUTIONS INC.	999.60
20-P0059384	11/08/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	183.81
20-P0059385	11/08/19	12	Health & Wellness	Non-Instructional Supplies	SUSAN BLACKWOOD LEEDY	33.87
20-P0059386	11/08/19	12	Biology	Contracted Services	VEOLIA WATER TECHNOLOGIES INC	2,855.44
20-P0059387	11/08/19	33	CDC Administration	Non-Instructional Supplies	HOME DEPOT	691.86
20-P0059388	11/08/19	13	Maintenance	Contracted Repair Services	VERNES PLUMBING INC	1,085.15
20-P0059389	11/08/19	61	Risk Management	All Risk/Athletic Insurance	STUDENT INSURANCE	135.20
20-P0059390	11/08/19	11	Safety & Security Office	Maint/Oper Service Agreements	PYRO-COMM SYSTEMS INC	270.00
20-P0059391	11/08/19	62	Risk Management	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	488.89
20-P0059392	11/08/19	11	Maintenance & Operations	Contracted Repair Services	DE LA TORRE COMMERCIAL	1,320.00
20-P0059393	11/08/19	12	Career Ed & Work Dev Office	Contracted Services	HOUSER MICHELLE R	14,000.00
20-P0059394	11/08/19	12	Welding	Instructional Supplies	HOME DEPOT	1,894.24
20-P0059395	11/08/19	11	Business Operations' Office	Contracted Services	PUBLIC FINANCE STRATEGIES LLC	10,510.71
20-P0059396	11/08/19	11	Business Operations' Office	Reproduction/Printing Expenses	360 INC	850.37
20-P0209372	10/21/19	11	District Wide Technology	Software Support Service-Fixed	OPTIV SECURITY INC	2,983.84
20-P0209374	10/22/19	12	Educational Services Office	Contracted Services	SAN LUIS OBISPO CMTY CLG DISTRICT	200,000.00
20-P0209375	10/23/19	12	Student Support Services	Excess/Copies Usage	XEROX CORP	861.76
20-P0209376	10/23/19	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	24,358.94
20-P0209377	10/23/19	11	CJ/Academies	Instructional Agrmt - Salary	CITY OF SANTA ANA	20,000.00
20-P0209378	10/23/19	12	Educational Services Office	Contracted Services	LONG BEACH COMMUNITY COLLEGE DIST	250,000.00
20-P0209379	10/23/19	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	17,883.02
20-P0209380	10/25/19	12	Resource Development	Contracted Services	BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL	609,087.00
20-P0209381	10/25/19	12	Resource Development	Contracted Services	OPTIONS FOR YOUTH SAN GABRIEL, INC.	870,124.00
20-P0209382	10/25/19	12	Resource Development	Contracted Services	COVINA VALLEY UNIFIED SCHOOL DISTRICT	261,037.00
20-P0209383	10/25/19	12	Educational Services Office	Contracted Services	YUBA COMMUNITY COLLEGE DISTRICT	200,000.00
20-P0209385	11/08/19	12	Educational Services Office	Contracted Services	SAN BERNARDINO COMMUNITY COLLEGE DISTRICT	200,000.00
20-P0209386	10/25/19	12	Resource Development	Contracted Services	PASADENA UNIFIED SCHOOL DISTRICT	815,647.00
20-P0209387	10/25/19	12	Educational Services Office	Contracted Services	FOOTHILL-DEANZA COMMUNITY COLLEGE D	200,000.00
20-P0209388	10/25/19	12	Resource Development	Contracted Services	GARDEN GROVE UNIFIED SCHOOL DIST	75,000.00
20-P0209389	10/25/19	12	Resource Development	Contracted Services	VAUGHN NEXT CENTURY LEARNING CENTER	710,032.00
20-P0209390	10/25/19	12	Educational Services Office	Contracted Services	CABRILLO COMMUNITY COLLEGE DISTRICT	200,000.00
20-P0209391	10/28/19	11	Fire Technology	Software Support Service-Fixed	ITPI	6,533.00
20-P0209392	10/28/19	11	Human Resources Office	Legal Expenses	LIEBERT CASSIDY WHITMORE	75,000.00
20-P0209393	10/28/19	12	Educational Services Office	Contracted Services	SONOMA COUNTY JCD	200,000.00
20-P0209394	10/28/19	12	Educational Services Office	Contracted Services	MIRA COSTA COMMUNITY COLLEGE DIST	200,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0209395	10/28/19	12	Resource Development	Contracted Services	LYNWOOD UNIFIED SCHOOL DISTRICT	80,051.00
20-P0209396	10/29/19	12	Deaf & Hard of Hearing	Contracted Services	GLOBAL WORKS INC	2,500.00
20-P0209397	10/29/19	12	Deaf & Hard of Hearing	Contracted Services	QUICK CAPTION	12,500.00
20-P0209398	10/29/19	11	CJ/Academies	Trash Disposal	WARE DISPOSAL CO INC	2,551.50
20-P0209399	10/31/19	12	Resource Development	Contracted Services	LA ACADEMY OF ARTS AND ENTERPRISE	140,000.00
20-P0209400	11/01/19	12	Educational Services Office	Contracted Services	WESTED	20,000.00
20-P0209401	11/05/19	12	Educational Services Office	Contracted Services	STATE CENTER COMMUNITY COLLEGE DISTRICT	200,000.00
20-P0209402	11/05/19	12	Resource Development	Contracted Services	RIVERSIDE COMMUNITY COLLEGE DISTRICT	71,429.00
20-P0209403	11/05/19	12	Educational Services Office	Contracted Services	MIRA COSTA COMMUNITY COLLEGE DIST	200,000.00
20-P0209404	11/05/19	12	Educational Services Office	Contracted Services	VICTOR VALLEY COMMUNITY COLLEGE DISTRICT	200,000.00
20-P0209405	11/06/19	12	Resource Development	Contracted Services	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS	11,341,463.00
20-P0209406	11/06/19	11	District Wide Technology	Software License and Fees	OREILLY MEDIA INC	285.62
20-P0209407	11/07/19	12	Fire Technology	Software License and Fees	FUSION SPORTS INC	15,600.00
20-P0209408	11/08/19	12	Resource Development	Contracted Services	BEVERLY HILLS UNIFIED	87,012.00
20-P0209409	11/08/19	12	Educational Services Office	Contracted Services	SAN DIEGO COMMUNITY COLLEGE DIST	200,000.00
20-P0209410	11/08/19	12	Educational Services Office	Contracted Services	CONTRA COSTA COMMUNITY COLLEGE DIST	200,000.00
Grand Total:						\$19,358,605.30

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF001135	10/21/2019	31	SAC CAFÉ	General Merchandise	BARRY'S DISTRIBUTING	\$125.28
GM-CAF001137	10/22/2019	31	SAC CAFÉ	General Merchandise	PEPSI COLA CO	\$1,264.29
GM-CAF001138	10/25/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$4,712.88
GM-CAF001139	10/25/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$5,810.35
GM-CAF001140	10/25/2019	31	SAC CAFÉ	General Merchandise	PENS ETC.	\$468.79
GM-CAF001141	10/30/2019	31	SAC CAFÉ	General Merchandise	PEPSI COLA CO	\$2,211.50
GM-CAF001142	10/30/2019	31	SAC CAFÉ	General Merchandise	BROWN BAG SANDWICH CO	\$1,388.09
GM-CAF001143	10/28/2019	31	SAC CAFÉ	General Merchandise	BROWN BAG SANDWICH CO	\$938.50
GM-CAF001144	10/30/2019	31	SAC CAFÉ	General Merchandise	BROWN BAG SANDWICH CO	\$1,367.60
GM-CAF001145	10/28/2019	31	SAC CAFÉ	General Merchandise	BARRY'S DISTRIBUTING	\$151.74
GM-CAF001146	10/30/2019	31	SAC CAFÉ	General Merchandise	PEPSI COLA CO	\$2,484.79
GM-CAF001147	11/1/2019	31	SAC CAFÉ	General Merchandise	PEPSI COLA CO	\$1,796.95
GM-CAF001148	11/4/2019	31	SAC CAFÉ	General Merchandise	BARRY'S DISTRIBUTING	\$140.22
GM-CAF001149	11/2/2019	31	SAC CAFÉ	General Merchandise	BROWN BAG SANDWICH CO	\$1,128.64
GM-CAF001150	11/6/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$3,414.88
GM-CAF001151	11/6/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$3,366.87
GM-CAF001152	11/5/2019	31	SAC CAFÉ	General Merchandise	PEPSI COLA CO	\$2,024.47
GM-CAF001154	11/8/2019	31	SAC CAFÉ	General Merchandise	PEPSI COLA CO	\$2,151.35
GM-CAF001155	11/8/2019	31	SAC CAFÉ	General Merchandise	BROWN BAG SANDWICH CO	\$1,141.10
GM-DON002960	10/21/2019	31	SAC BOOKSTORE	General Merchandise	DR. INSTRUMENTS	\$1,467.60
GM-DON002963	10/25/2019	31	SAC BOOKSTORE	General Merchandise	PENS ETC.	\$412.16
GM-DON002967	10/29/2019	31	SAC BOOKSTORE	General Merchandise	BOXERCRAFT	\$325.00
GM-DON002970	11/8/2019	31	SAC BOOKSTORE	General Merchandise	BOXERCRAFT	\$286.00
GM-EXPR001805	10/21/2019	31	DON EXPRESS	General Merchandise	BARRY'S DISTRIBUTING	\$191.70
GM-EXPR001806	10/22/2019	31	DON EXPRESS	General Merchandise	PEPSI COLA CO	\$1,114.98
GM-EXPR001807	10/22/2019	31	DON EXPRESS	General Merchandise	BROWN BAG SANDWICH CO	\$1,445.70
GM-EXPR001808	10/25/2019	31	DON EXPRESS	General Merchandise	A&E DISTRIBUTION	\$4,260.20
GM-EXPR001809	10/25/2019	31	DON EXPRESS	General Merchandise	A&E DISTRIBUTION	\$5,325.61
GM-EXPR001810	10/25/2019	31	DON EXPRESS	General Merchandise	PENS ETC.	\$145.52
GM-EXPR001811	10/30/2019	31	DON EXPRESS	General Merchandise	PEPSI COLA CO	\$2,091.18
GM-EXPR001812	10/28/2019	31	DON EXPRESS	General Merchandise	BROWN BAG SANDWICH CO	\$1,067.19
GM-EXPR001813	10/30/2019	31	DON EXPRESS	General Merchandise	BROWN BAG SANDWICH CO	\$1,448.95
GM-EXPR001814	10/28/2019	31	DON EXPRESS	General Merchandise	BARRY'S DISTRIBUTING	\$250.74
GM-EXPR001815	10/29/2019	31	DON EXPRESS	General Merchandise	PEPSI COLA CO	\$2,151.64
GM-EXPR001817	11/5/2019	31	DON EXPRESS	General Merchandise	BARRY'S DISTRIBUTING	\$205.74

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-EXPR001818	11/1/2019	31	DON EXPRESS	General Merchandise	PEPSI COLA CO	\$1,631.76
GM-EXPR001819	11/2/2019	31	DON EXPRESS	General Merchandise	BROWN BAG SANDWICH CO	\$899.65
GM-EXPR001820	11/6/2019	31	DON EXPRESS	General Merchandise	A&E DISTRIBUTION	\$3,146.01
GM-EXPR001821	11/6/2019	31	DON EXPRESS	General Merchandise	A&E DISTRIBUTION	\$2,906.42
GM-EXPR001822	11/7/2019	31	DON EXPRESS	General Merchandise	PEPSI COLA CO	\$1,058.25
GM-EXPR001824	11/8/2019	31	DON EXPRESS	General Merchandise	BROWN BAG SANDWICH CO	\$765.70
GM-HAWK003331	10/21/2019	31	SCC BOOKSTORE	General Merchandise	PENS ETC.	\$416.08
GM-HAWK003332	10/21/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$223.28
GM-HAWK003333	10/21/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$248.83
GM-HAWK003334	10/21/2019	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$1,178.60
GM-HAWK003335	10/21/2019	31	SCC BOOKSTORE	General Merchandise	A&E DISTRIBUTION	\$487.27
GM-HAWK003336	10/21/2019	31	SCC BOOKSTORE	General Merchandise	A&E DISTRIBUTION	\$1,532.86
GM-HAWK003337	10/22/2019	31	SCC BOOKSTORE	General Merchandise	A&E DISTRIBUTION	\$1,511.25
GM-HAWK003338	10/22/2019	31	SCC BOOKSTORE	General Merchandise	JERSEY MIKE'S SUBS ORANGE	\$742.50
GM-HAWK003339	10/22/2019	31	SCC BOOKSTORE	General Merchandise	SULLIVAN, MICHAEL	\$54.04
GM-HAWK003340	10/22/2019	31	SCC BOOKSTORE	General Merchandise	DA LUAU HAWAIIAN GRILL	\$264.50
GM-HAWK003341	10/22/2019	31	SCC BOOKSTORE	General Merchandise	DA LUAU HAWAIIAN GRILL	\$137.50
GM-HAWK003342	10/22/2019	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$953.28
GM-HAWK003343	10/22/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$480.13
GM-HAWK003344	10/22/2019	31	SCC BOOKSTORE	General Merchandise	MW FOOD DISTRIBUTION	\$213.09
GM-HAWK003345	10/22/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$815.34
GM-HAWK003346	10/22/2019	31	SCC BOOKSTORE	General Merchandise	BARRY'S DISTRIBUTING	\$134.10
GM-HAWK003347	10/28/2019	31	SCC BOOKSTORE	General Merchandise	A&E DISTRIBUTION	\$1,273.86
GM-HAWK003348	10/28/2019	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$1,244.98
GM-HAWK003349	10/28/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$341.12
GM-HAWK003350	10/28/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$244.72
GM-HAWK003351	10/28/2019	31	SCC BOOKSTORE	General Merchandise	MW FOOD DISTRIBUTION	\$107.40
GM-HAWK003352	10/29/2019	31	SCC BOOKSTORE	General Merchandise	BARRY'S DISTRIBUTING	\$109.98
GM-HAWK003353	10/29/2019	31	SCC BOOKSTORE	General Merchandise	JERSEY MIKE'S SUBS ORANGE	\$660.00
GM-HAWK003354	10/29/2019	31	SCC BOOKSTORE	General Merchandise	BARRY'S DISTRIBUTING	\$109.98
GM-HAWK003355	10/29/2019	31	SCC BOOKSTORE	General Merchandise	MW FOOD DISTRIBUTION	\$186.98
GM-HAWK003356	10/29/2019	31	SCC BOOKSTORE	General Merchandise	SULLIVAN, MICHAEL	\$94.31
GM-HAWK003357	10/29/2019	31	SCC BOOKSTORE	General Merchandise	DA LUAU HAWAIIAN GRILL	\$283.50
GM-HAWK003358	10/29/2019	31	SCC BOOKSTORE	General Merchandise	A&E DISTRIBUTION	\$1,018.71
GM-HAWK003359	10/29/2019	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$1,206.67

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK003360	10/29/2019	31	SCC BOOKSTORE	General Merchandise	BARRY'S DISTRIBUTING	\$169.32
GM-HAWK003361	10/30/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$626.71
GM-HAWK003362	10/30/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$1,045.49
GM-HAWK003363	10/31/2019	31	SCC BOOKSTORE	General Merchandise	TAMALERIA RINCON SINALOENSE	\$72.00
GM-HAWK003364	10/31/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$179.07
GM-HAWK003365	10/31/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$378.05
GM-HAWK003366	11/4/2019	31	SCC BOOKSTORE	General Merchandise	PENS ETC.	\$510.75
GM-HAWK003367	11/4/2019	31	SCC BOOKSTORE	General Merchandise	A&E DISTRIBUTION	\$689.50
GM-HAWK003368	11/4/2019	31	SCC BOOKSTORE	General Merchandise	SLS ARTS	\$864.62
GM-HAWK003369	11/4/2019	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$946.23
GM-HAWK003370	11/5/2019	31	SCC BOOKSTORE	General Merchandise	EL DORADO TRADING GROUP	\$732.36
GM-HAWK003371	11/5/2019	31	SCC BOOKSTORE	General Merchandise	BARRY'S DISTRIBUTING	\$69.12
GM-HAWK003372	11/6/2019	31	SCC BOOKSTORE	General Merchandise	BARRY'S DISTRIBUTING	\$88.20
GM-HAWK003373	11/6/2019	31	SCC BOOKSTORE	General Merchandise	BARRY'S DISTRIBUTING	\$91.44
GM-HAWK003374	11/6/2019	31	SCC BOOKSTORE	General Merchandise	A&E DISTRIBUTION	\$413.42
GM-HAWK003375	11/6/2019	31	SCC BOOKSTORE	General Merchandise	SULLIVAN, MICHAEL	\$52.20
GM-HAWK003376	11/6/2019	31	SCC BOOKSTORE	General Merchandise	JERSEY MIKE'S SUBS ORANGE	\$715.00
GM-HAWK003377	11/6/2019	31	SCC BOOKSTORE	General Merchandise	HANY WAHBA	\$286.38
GM-HAWK003378	11/6/2019	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$820.09
GM-HAWK003379	11/6/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$454.77
GM-HAWK003380	11/6/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$446.69
GM-HAWK003384	11/7/2019	31	SCC BOOKSTORE	General Merchandise	MW FOOD DISTRIBUTION	\$93.12
TR-CEC00064	10/21/2019	31	CEC BOOKSTORE	Trade Book	OXFORD UNIVERSITY PRESS	\$528.00
TX-CEC000601	10/23/2019	31	CEC BOOKSTORE	Textbook	CAMBRIDGE UNIVERSITY PRES	\$5,075.00
TX-CEC000602	10/28/2019	31	CEC BOOKSTORE	Textbook	PEARSON EDUCATION	\$2,999.00
TX-DON006054	10/21/2019	31	SAC BOOKSTORE	Textbook	INDICO	\$221.00
TX-DON006055	10/23/2019	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$59.94
TX-DON006056	10/23/2019	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$141.70
TX-DON006057	10/23/2019	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$1,800.00
TX-DON006058	10/23/2019	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$412.54
TX-DON006059	10/25/2019	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$528.10
TX-DON006060	10/25/2019	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$370.97
TX-DON006061	10/28/2019	31	SAC BOOKSTORE	Textbook	MONTEZUMA PUBLISHING	\$2.00
TX-DON006062	10/28/2019	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$259.88
TX-DON006064	10/30/2019	31	SAC BOOKSTORE	Textbook	KJOS MUSIC CO	\$127.60

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006065	11/4/2019	31	SAC BOOKSTORE	Textbook	AMAZON	\$29.97
TX-DON006066	11/5/2019	31	SAC BOOKSTORE	Textbook	AMAZON	\$84.00
TX-HAWK004535	10/22/2019	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$186.69
TX-HAWK004536	10/22/2019	31	SCC BOOKSTORE	Textbook	TEXAS BOOK COMPANY	\$132.75
TX-HAWK004537	10/24/2019	31	SCC BOOKSTORE	Textbook	CAMBRIDGE UNIVERSITY PRES	\$564.00
TX-HAWK004538	10/31/2019	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$761.30
						\$108,989.82

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
78	Retiree Benefits - Irrevocable
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvst
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-B0001662	10/20/19*	31	FEDEX	8,900.00		GC25569
20-B0001662	10/31/19	31	FEDEX	7,900.00		GC25569
20-B0001662 Changed in: PO Amount						
20-B0001671	10/20/19*	31	YRC (RDWY)	1,000.00		GC25569
20-B0001671	10/31/19	31	YRC (RDWY)	2,000.00		GC25569
20-B0001671 Changed in: PO Amount						
20-B0001741	10/24/19	71	UNIVERSAL ATHLETIC SERVICES	0.00	ASG MEMBER POLOS FY 19/20	TC82689
20-B0001741	10/30/19	71	UNIVERSAL ATHLETIC SERVICES	3,199.76	ASG MEMBER POLOS FY 19/20	TC82689
20-B0001741 Changed in: PO Amount						
16-P0041328	10/20/19*	41	MARX OKUBO ASSOCIATES INC	1,323,000.00	AMENDMENT #1 9/29/17; INCREASE PO BY \$1,073,000.00 PER FIRST AMENDMENT TO AGREEMENT DATED 8/15/17; BOARD APPROVED: 9/25/17; (CHANGE ORDER #1)	CE28973
16-P0041328	11/05/19	41	MARX OKUBO ASSOCIATES INC	2,325,800.00	AMENDMENT NO.:2, DATE: 11/05/2019, INCREASE PO BY \$1,002,800 PER SECOND AMENDMENT TO AGREEMENT DATED 10/15/2019; BOARD APPROVED: 10/14/2019; (CHANGE ORDER NO.:2) AMENDMENT #1 9/29/17; INCREASE PO BY \$1,073,000.00 PER FIRST AMENDMENT TO AGREEMENT DATED 8/15/17; BOARD APPROVED: 9/25/17; (CHANGE ORDER #1)	EE88439
16-P0041328 Changed in: PO Amount, Printed Coments						
19-P0057247	10/20/19*	43	FISHER SCIENTIFIC	44,134.72	VENDOR TO PROVIDE THE FOLLOWING SCIENCE EQUIPMENT AND SUPPLIES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF NASPO VALUE POINT MASTER AGREEMENT #MA16000234-1 AND DGS MASTER AGREEMENT #7-16-99-26-02; BOARD APPROVED: 4/24/17.	DT25624
19-P0057247	10/30/19	43	FISHER SCIENTIFIC	44,890.23	CHANGE ORDER #1, 10/30/19; UPDATE LINE ITEMS 5 AND 6 WITH REPLACEMENT ITEMS PER QUOTE #9294-1970-04. VENDOR TO PROVIDE THE FOLLOWING SCIENCE EQUIPMENT AND SUPPLIES IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF NASPO VALUE POINT MASTER AGREEMENT #MA16000234-1 AND DGS MASTER AGREEMENT #7-16-99-26-02; BOARD APPROVED: 4/24/17.	DR21189
19-P0057247 Changed in: PO Amount, Printed Coments						
20-P0057509	10/20/19*	12	SMART & FINAL	2,000.00		DE68698
20-P0057509	10/29/19	12	SMART & FINAL	3,000.00	Change Order #1 10/29/19 Increase PO by \$1000.	FC78314
20-P0057509 Changed in: PO Amount, Printed Coments						
20-P0057514	11/01/19	12	ALBERTSONS/SAFEWAY	600.00		CP41423
20-P0057514	11/05/19	12	ALBERTSONS/SAFEWAY	850.00	Change Order #1 11/5/19 Increase PO by \$250.	FC78314

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5.21 (15)

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0057514 Changed in: PO Amount, Printed Coments						
20-P0057745	10/23/19	11	HOME DEPOT	12,000.00	***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	CD35091
20-P0057745	10/23/19	11	HOME DEPOT	12,000.00	CHANGE ORDER #1, 10/23/19; UPDATE AUTHORIZED USERS PER DEPARTMENT REQUEST. ***HOME DEPOT REPRESENTATIVE, YOU MUST INCLUDE THE DISTRICTS PURCHASE ORDER NUMBER, LOCATED IN THE UPPER RIGHT-HAND CORNER OF THIS FORM, WHEN PROCESSING ALL ORDERS. ***	DR21189
20-P0057745 Changed in: Printed Coments						
20-P0057764	10/20/19*	11	HOME DEPOT	4,000.00		JP21702
20-P0057764	10/21/19	11	HOME DEPOT	4,000.00	CHANGE ORDER #1, 10/21/19; UPDATE INDIVIDUALS AUTHORIZED TO PICK-UP	DR21189
20-P0057764 Changed in: Printed Coments						
20-P0057836	10/20/19*	11	FARMERS AND MERCHANTS BANK O	1,000.00		DE68698
20-P0057836	10/21/19	11	FARMERS AND MERCHANTS BANK O	1,800.00		EE88439
20-P0057836	10/21/19	11	FARMERS AND MERCHANTS BANK O	1,800.00	CHANGE ORDER NO.:1, DATE: 10/21/2019, TO INCREASE PO BY \$800 FOR A TOTAL AMOUNT OF \$1,800	EE88439
20-P0057836	10/21/19	11	FARMERS AND MERCHANTS BANK O	1,800.00	CHANGE ORDER NO.:1, DATE: 10/21/2019, TO INCREASE PO BY \$800 FOR A TOTAL AMOUNT OF \$1,800.	EE88439
20-P0057836 Changed in: PO Amount, Printed Coments						
20-P0057951	11/07/19	11	OFFICE DEPOT BUSINESS SVCS	1,500.00	VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	KV29537
20-P0057951	11/07/19	11	OFFICE DEPOT BUSINESS SVCS	780.22	CHANGE ORDER #1, 11/7/19; UPDATE AUTHORIZED USERS PER DEPARTMENT REQUEST. VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	DR21189
20-P0057951	11/08/19	11	OFFICE DEPOT BUSINESS SVCS	1,500.00	CHANGE ORDER #1, 11/7/19; UPDATE AUTHORIZED USERS PER DEPARTMENT REQUEST. VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	DR21189
20-P0057951 Changed in: PO Amount, Printed Coments						
20-P0058163	10/20/19*	12	SWIDER MARLENE G	138,000.00		DE68698
20-P0058163	11/05/19	12	SWIDER MARLENE G	138,000.00	Change Order #1 11/5/19 Decrease item #1 by \$12,000 and increase item #2 by \$12,000.	FC78314
20-P0058163 Changed in: Printed Coments						
20-P0058279	10/20/19*	12	DON BOOKSTORE	10,000.00		HR72316

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0058279	10/29/19	12	DON BOOKSTORE	7,740.10	CHANGE ORDER #1, 10/29/19; REDUCE PO BY \$2,259.90 PER DEPARTMENT REQUEST	DR21189
20-P0058279 Changed in: PO Amount, Printed Coments						
20-P0058362	10/28/19	12	FLUID POWER TRAINING INSTITU	256,508.08	VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BID #1377, BOARD APPROVED: 8.12.19	AT10861
20-P0058362	11/07/19	12	FLUID POWER TRAINING INSTITU	259,708.08	CHANGE ORDER #1, 11/7/19; ADDITION OF LINE ITEM FOR SHIPPING PER INVOICE #10500. VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BID #1377, BOARD APPROVED: 8.12.19	DR21189
20-P0058362 Changed in: PO Amount, Printed Coments						
20-P0058706	10/20/19*	12	VEOLIA WATER TECHNOLOGIES IN	523.20		FC78314
20-P0058706	10/31/19	12	VEOLIA WATER TECHNOLOGIES IN	0.00	Change Order #1 10/31/19 Cancel entire PO.	FC78314
20-P0058706 Changed in: PO Amount, Printed Coments						
20-P0058717	10/20/19*	13	SYRUS OLAMAI	1,000.00		FC78314
20-P0058717	10/21/19	13	SYRUS OLAMAI	1,300.00	CHANGE ORDER #1 10/21/19 INCREASE PO BY \$300.	FC78314
20-P0058717 Changed in: PO Amount, Printed Coments						
20-P0058722	10/20/19*	12	LAERDAL MEDICAL CORP	2,210.00		DR21189
20-P0058722	10/25/19	12	LAERDAL MEDICAL CORP	2,339.97	CHANGE ORDER #1, 10/25/19; ADDITION OF SHIPPING LINE ITEM PER ADDITIONAL INVOICE #2018/2000106423	DR21189
20-P0058722 Changed in: PO Amount, Printed Coments						
20-P0058818	10/20/19*	12	ROBOTSHOP INC	508.23	ATTENTION VENDOR: SEND ALL PRODUCTS IN ONE SHIPMENT ONLY	FC78314
20-P0058818	11/08/19	12	ROBOTSHOP INC	159.07	ATTENTION VENDOR: SEND ALL PRODUCTS IN ONE SHIPMENT ONLY	DR21189
20-P0058818	11/08/19	12	ROBOTSHOP INC	159.07	CHANGE ORDER #1, 11/8/19; REMOVE LINE ITEM 4, PRODUCT NO LONGER AVAILABLE. ATTENTION VENDOR: SEND ALL PRODUCTS IN ONE SHIPMENT ONLY	DR21189
20-P0058818 Changed in: PO Amount, Printed Coments						
20-P0058934	10/25/19	12	SMART & FINAL	1,000.00		DR21189
20-P0058934	10/25/19	12	SMART & FINAL	600.00	CHANGE ORDER #1, 10/25/19; REDUCE PO BY \$400 PER DEPARTMENT REQUEST.	DR21189
20-P0058934 Changed in: PO Amount, Printed Coments						
20-P0058977	10/20/19*	12	GOLDEN STAR TECHNOLOGY, INC.	45,862.99	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.	DR21189

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0058977	11/07/19	12	GOLDEN STAR TECHNOLOGY, INC.	45,267.23	CHANGE ORDER #1, 11/7/19; UPDATE LINE ITEM 3 TO REPLACE DISCONTINUED ITEM. 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.	DR21189
20-P0058977 Changed in: PO Amount, Printed Coments						
20-P0059007	10/20/19*	12	CERTIFIED TRANSPORTATIONS	919.13		FC78314
20-P0059007	11/05/19	12	CERTIFIED TRANSPORTATIONS	977.98	Change Order #1 11/5/19 Amend item #1 unit price to \$481.50.	FC78314
20-P0059007 Changed in: PO Amount, Printed Coments						
20-P0059022	10/20/19*	12	BOSE CORP	382.32		FC78314
20-P0059022	11/01/19	12	FARMERS AND MERCHANTS BANK O	382.32	Change Order #1 11/1/2019 Amend vendor Farmers and Merchant Bank	FC78314
20-P0059022 Changed in: Vendor, Printed Coments						
20-P0059049	10/20/19*	11	ADVENTURES IN ADVERTISING	1,128.56		DR21189
20-P0059049	11/01/19	11	ADVENTURES IN ADVERTISING	1,176.56	CHANGE ORDER #1, 11/1/19; ADDITION OF FREIGHT CHARGES PER VENDOR NOTIFICATION	DR21189
20-P0059049 Changed in: PO Amount, Printed Coments						
20-P0059062	11/08/19	13	ADVENTURES IN ADVERTISING	613.73		FC78314
20-P0059062	11/08/19	13	ADVENTURES IN ADVERTISING	618.36		FC78314
20-P0059062 Changed in: PO Amount						
20-P0059079	10/20/19*	12	FARMERS AND MERCHANTS BANK O	377.60		FC78314
20-P0059079	10/21/19	12	FARMERS AND MERCHANTS BANK O	351.60		FC78314
20-P0059079 Changed in: PO Amount						
20-P0059091	10/21/19	11	AMAZON COM	141.15		EE88439
20-P0059091	10/21/19	11	AMAZON COM	141.04		EE88439
20-P0059091 Changed in: PO Amount						
20-P0059092	10/21/19	33	AMAZON COM	373.81		EE88439
20-P0059092	10/21/19	33	AMAZON COM	353.47		EE88439
20-P0059092	10/21/19	33	AMAZON COM	388.14		EE88439
20-P0059092 Changed in: PO Amount						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0059097	10/21/19	12	OFFICE DEPOT BUSINESS SVCS	2,500.00	VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	DR21189
20-P0059097	11/08/19	12	OFFICE DEPOT BUSINESS SVCS	2,500.00	CHANGE ORDER #1, 11/8/19; UPDATE AUTHORIZED USERS TO INCLUDE KAREN SCOTT PER DEPARTMENT REQUEST. VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	DR21189
20-P0059097 Changed in: Printed Coments						
20-P0059117	10/22/19	12	SEHI COMPUTER PRODUCTS	754.29		EE88439
20-P0059117	10/23/19	12	SEHI COMPUTER PRODUCTS	609.21		EE88439
20-P0059117 Changed in: PO Amount						
20-P0059134	10/24/19	33	SMART & FINAL	200.00		CE97939
20-P0059134	10/24/19	33	SMART & FINAL	40,000.00		FC78314
20-P0059134	10/24/19	33	SMART & FINAL	200.00		FC78314
20-P0059134 Changed in: PO Amount						
20-P0059170	10/25/19	11	IMMEL DESIGN INC	808.36		EE88439
20-P0059170	11/07/19	11	APCO GRAPHICS INC	808.36	CHANGE ORDER NO.:1, DATE: 11/07/2019, TO CHANGE THE VENDOR ID.	EE88439
20-P0059170	11/07/19	11	APCO GRAPHICS INC	808.36	CHANGE ORDER NO.:1, DATE: 11/07/2019, TO CHANGE THE VENDOR NUMBER.	EE88439
20-P0059170 Changed in: Vendor, Printed Coments						
20-P0059188	10/28/19	12	GARMIN INTERNATIONAL INC	10,760.58	Watches for Pilot Study for use with the Students enrolled in Santa Ana College FAC 029 program	FC78314
20-P0059188	11/01/19	12	GARMIN INTERNATIONAL INC	0.00	Change Order #1 11/1/19 Cancel entire PO. Vendor cannot provide.	FC78314
20-P0059188 Changed in: PO Amount, Printed Coments						
20-P0059201	10/25/19	11	UNITED PARCEL SVC	1,067.08	DWO	EE88439
20-P0059201	10/25/19	11	UNITED PARCEL SVC	1,067.08		EE88439
20-P0059201 Changed in: Printed Coments						
20-P0059213	10/28/19	12	AMAZON COM	788.91		DR21189
20-P0059213	10/28/19	12	AMAZON COM	788.91	Amazon Order Numbers: 112-6279289-8382637, 112-6776942-9990652, 112-9487708-2419429	DR21189
20-P0059213 Changed in: Printed Coments						

5.21 (19)

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0059219	10/28/19	12	HOME DEPOT	504.82	Please deliver to D-435, Career Education & Workforce Dev. This is for the CAPs Exploration Fair on November 14th. at Santa Ana College.	DR21189
20-P0059219	10/28/19	12	HOME DEPOT	378.51		DR21189
20-P0059219 Changed in: PO Amount, Printed Coments						
20-P0059224	10/28/19	12	AMAZON COM	126.31		DR21189
20-P0059224	10/28/19	12	AMAZON COM	86.96		DR21189
20-P0059224 Changed in: PO Amount						
20-P0059233	10/29/19	12	KEN REAL ESTATE LEASE LTD.	3,600.00		EE88439
20-P0059233	10/29/19	12	KEN REAL ESTATE LEASE LTD.	3,600.00	For the Orange County Community College Job Fair:	EE88439
20-P0059233 Changed in: Printed Coments						
20-P0059236	10/29/19	12	OFFICE DEPOT BUSINESS SVCS	1,000.00		EE88439
20-P0059236	10/29/19	12	OFFICE DEPOT BUSINESS SVCS	1,000.00	VENDOR TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE TERMS & CONDITIONS OF FCCC CONTRACT# CB 15-003, BOARD APPROVED 10/26/15	EE88439
20-P0059236 Changed in: Printed Coments						
20-P0059246	10/30/19	11	GOLDEN STAR TECHNOLOGY, INC.	311.86		EE88439
20-P0059246	10/31/19	11	GOLDEN STAR TECHNOLOGY, INC.	317.86		EE88439
20-P0059246	11/01/19	11	GOLDEN STAR TECHNOLOGY, INC.	317.86	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.	EE88439
20-P0059246 Changed in: PO Amount, Printed Coments						
20-P0059269	11/01/19	41	TBA	161,883.20		EE88439
20-P0059269	11/01/19	41	DG INVESTMENT INTERMEDIATE H	161,883.20		EE88439
20-P0059269 Changed in: Vendor						
20-P0059272	11/06/19	33	CLEARBROOK FARMS INC	7,500.00		CP41423
20-P0059272	11/06/19	33	CLEARBROOK FARMS INC	1.00		DR21189
20-P0059272	11/07/19	33	CLEARBROOK FARMS INC	7,500.00		DR21189
20-P0059272 Changed in: PO Amount						
20-P0059279	11/04/19	12	WHITE BEAR PHOTONICS LLC	21,576.44		DR21189
20-P0059279	11/08/19	12	WHITE BEAR PHOTONICS LLC	19,915.84		DR21189

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0059279	11/08/19	12	WHITE BEAR PHOTONICS LLC	21,663.84	CHANGE ORDER #1, 11/8/19; REDUCE LINE ITEM 1 FROM QUANTITY 5 TO 4, ADDITION OF LINE ITEM FOR DISCOUNTED 10S UV-VIS, PER THE UPDATED QUOTE DATED 11/4/19.	DR21189
20-P0059279 Changed in: PO Amount, Printed Coments						
20-P0059295	11/05/19	13	CORPORATE SPACES INC	1,214.19		FC78314
20-P0059295	11/06/19	13	CORPORATE SPACES INC	1,264.71	CHANGE ORDER #1 11/6/19 ADD SALE TAX FOR ITEM #2.	FC78314
20-P0059295 Changed in: PO Amount, Printed Coments						
20-P0059324	11/05/19	41	VPLS SOLUTIONS LLC	3,058.43		EE88439
20-P0059324	11/05/19	41	VPLS SOLUTIONS LLC	0.00		EE88439
20-P0059324 Changed in: PO Amount						
20-P0059325	11/06/19	12	CORPORATE SPACES INC	2,667.08		AA61269
20-P0059325	11/06/19	12	CORPORATE SPACES INC	2,712.08		FC78314
20-P0059325 Changed in: PO Amount						
20-P0059374	11/07/19	12	VOCATIONAL BIOGRAPHIES INC	325.00	VocBioOnline.com License Renewal Counseling	FC78314
20-P0059374	11/07/19	12	VOCATIONAL BIOGRAPHIES INC	325.00		FC78314
20-P0059374 Changed in: Printed Coments						
20-P0059378	11/08/19	11	FARMERS AND MERCHANTS BANK O	1,752.91	For Mavin Martinez to conduct lobbyist interviews in connection with NPS approval required for CEC lease on November 13-15, 2019:	EE88439
20-P0059378	11/08/19	11	FARMERS AND MERCHANTS BANK O	1,752.91	For Mavin Martinez to conduct lobbyist interviews in connection with NPS approval required for CEC lease on November 13-15, 2019 in Washington D.C.	EE88439
20-P0059378 Changed in: Printed Coments						
20-P0059394	11/08/19	12	HOME DEPOT	1,859.24	Please deliver to Welding Building K/ Administrator Larisa Sergeyeva, Larisa Assigned to Gregory Gonzales	DR21189
20-P0059394	11/08/19	12	HOME DEPOT	1,894.24		DR21189
20-P0059394 Changed in: PO Amount, Printed Coments						
18-P0189404	10/20/19*	12	LONG BEACH CITY COLLEGE	938,369.00	CHANGE ORDER #2, 7/9/19; INCREASE PO BY \$70,007 FOR A TOTAL AGREEMENT AMOUNT OF \$938,369 PER THE AMENDED PARTICIPATION AGREEMENT DATED 7/8/19.	DE68698
18-P0189404	10/31/19	12	LONG BEACH CITY COLLEGE	1,000,369.00	CHANGE ORDER NO.:1, DATE: 10/31/2019, TO INCREASE PO BY \$62,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,000,369 PER THE AMENDED PARTICIPATION AGREEMENT DATED 09/20/2019	EE88439

5.21 (21)

* This entry shows the PO on the given date, not that it changed on this date.

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
18-P0189404	11/01/19	12	LONG BEACH CITY COLLEGE	1,000,369.00	CHANGE ORDER NO.:3, DATE: 10/31/2019, TO INCREASE PO BY \$62,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,000,369 PER THE AMENDED PARTICIPATION AGREEMENT DATED 09/20/2019	EE88439
18-P0189404	11/01/19	12	LONG BEACH CITY COLLEGE	1,000,369.00	CHANGE ORDER NO.:3, DATE: 10/31/2019, TO INCREASE PO BY \$62,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,000,369 PER THE AMENDED PARTICIPATION AGREEMENT DATED 09/20/2019 CHANGE ORDER #2, 7/9/19; INCREASE PO BY \$70,007 FOR A TOTAL AGREEMENT AMOUNT OF \$938,369 PER THE AMENDED PARTICIPATION AGREEMENT DATED 7/8/19.	EE88439
18-P0189404 Changed in: PO Amount, Printed Coments						
19-P0199292	10/20/19*	12	COAST COMMUNITY COLLEGE DIST	316,025.00	CHANGE ORDER #1, 6/18/19; INCREASE PO BY \$44,807 FOR A TOTAL AGREEMENT AMOUNT OF \$316,025 PER THE AMENDED PARTICIPATION AGREEMENT DATED 6/14/19	CP41423
19-P0199292	11/07/19	12	COAST COMMUNITY COLLEGE DIST	286,025.00	CHANGE ORDER NO.: 2, DATE: 11/07/2019, DECREASE PO BY \$30,000 FOR A TOTAL AGREEMENT OF \$286,025 PER THE AMENDED PARTICIPATION AGREEMENT DATED 11/01/2019	EE88439
19-P0199292 Changed in: PO Amount, Printed Coments						
19-P0199364	10/20/19*	12	MOUNT SAN ANTONIO COLLEGE	1,111,603.00		DE68698
19-P0199364	10/31/19	12	MOUNT SAN ANTONIO COLLEGE	1,208,603.00	CHANGE ORDER NO.:1, DATE: 10/31/2019, TO INCREASE PO BY \$97,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,208,603 PER THE MODIFIED PARTICIPATION AGREEMENT DATED 09/20/2019.	EE88439
19-P0199364 Changed in: PO Amount, Printed Coments						
19-P0199471	10/20/19*	12	LOS ANGELES COMMUNITY COLLEG	1,128,863.00	CHANGE ORDER #2, 7/9/19; DECREASE PO BY \$65,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,128,863 PER THE AMENDED PARTICIPATION AGREEMENT DATED 7/8/19.	DE68698
19-P0199471	10/31/19	12	LOS ANGELES COMMUNITY COLLEG	1,133,663.00	CHANGE ORDER NO.:3, DATE: 10/31/2019, TO INCREASE PO BY \$5,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,133,663 PER THE AMENDED PARTICIPATION AGREEMENT DATED 09/26/2019	EE88439
19-P0199471	10/31/19	12	LOS ANGELES COMMUNITY COLLEG	1,133,863.00	CHANGE ORDER NO.:3, DATE: 10/31/2019, TO INCREASE PO BY \$5,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,133,863 PER THE AMENDED PARTICIPATION AGREEMENT DATED 09/26/2019	EE88439
19-P0199471	11/01/19	12	LOS ANGELES COMMUNITY COLLEG	1,133,863.00	CHANGE ORDER NO.:3, DATE: 10/31/2019, TO INCREASE PO BY \$5,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,133,863 PER THE AMENDED PARTICIPATION AGREEMENT DATED 09/26/2019 CHANGE ORDER #2, 7/9/19; DECREASE PO BY \$65,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,128,863 PER THE AMENDED PARTICIPATION AGREEMENT DATED 7/8/19.	EE88439
19-P0199471 Changed in: PO Amount, Printed Coments						
19-P0199482	10/20/19*	12	PASADENA AREA COMMUNITY COLL	815,874.00		CE28973

5.21 (22)

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
19-P0199482	10/31/19	12	PASADENA AREA COMMUNITY COLL	877,874.00	CHANGE ORDER NO.:1, DATE: 10/31/2019, TO INCREASE THE PO AMOUNT BY \$62,000 FOR A TOTAL AGREEMENT AMOUNT OF \$877,874 PER THE MODIFIED PARTICIPATION AGREEMENT DATED 09/26/2019	EE88439
19-P0199482 Changed in: PO Amount, Printed Coments						
19-P0199517	10/20/19*	12	SONOMA COUNTY JUNIOR COLLEGE	200,000.00		DE68698
19-P0199517	10/31/19	12	SONOMA COUNTY JUNIOR COLLEGE	200,000.00	CHANGE ORDER NO.:1, DATE: 10/31/2019, TO UPDATE THE PERIOD OF PERFORMANCE PER THE FIRST AMENDMENT DATED 08/12/2019, BOARD APPROVED: 08/12/2019	EE88439
19-P0199517 Changed in: Printed Coments						
19-P0199557	10/20/19*	12	CHABOT-LAS POSITAS COMMUNITY	200,000.00		CP41423
19-P0199557	10/25/19	12	CHABOT-LAS POSITAS COMMUNITY	200,000.00	CHANGE ORDER NO.: 1, DATE: 10/25/2019, TO UPDATE PERIOD OF PERFORMANCE PER THE FIRST AMENDMENT DATED 08/12/2019, BOARD APPROVED: 08/12/2019	EE88439
19-P0199557 Changed in: Printed Coments						
20-P0209092	10/20/19*	33	KONICA MINOLTA BUSINESS	1,696.30	NEW 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERNS AND CONDITIONS OF THE CMAS CONTRACT #3-16-36-0052B; BOARD APPROVED: OCTOBER 14, 2019	EE88439
20-P0209092	10/21/19	33	KONICA MINOLTA BUSINESS	1,696.30	NEW 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS CONTRACT #3-16-36-0052B; BOARD APPROVED: OCTOBER 14, 2019	EE88439
20-P0209092 Changed in: Printed Coments						
20-P0209093	10/20/19*	33	KONICA MINOLTA BUSINESS	1,000.00	NEW 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERNS AND CONDITIONS OF THE CMAS CONTRACT #3-16-36-0052B; BOARD APPROVED: OCTOBER 14, 2019	EE88439
20-P0209093	10/21/19	33	KONICA MINOLTA BUSINESS	1,000.00	NEW 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS CONTRACT #3-16-36-0052B; BOARD APPROVED: OCTOBER 14, 2019	EE88439
20-P0209093 Changed in: Printed Coments						
20-P0209143	10/28/19	11	CANON SOLUTIONS AMERICA, INC	56,447.95	Continuation of 60-month lease for the following equipment in accordance with the WSCA-NASPO (CALIFORNIA) State contract. This transaction shall be governed in all respects by the terms and conditions of contract #3091/7-15-70-23. Any terms and contitions which conflict with, vary from or supplement the agreement terms shall be null and void. Board approved: 12/4/17.	CE28973

5.21 (23)

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0209143	11/04/19	11	CANON SOLUTIONS AMERICA, INC	62,314.68	CHANGE ORDER NO.:1, DATE: 11/04/2019, TO ADD LINE ITEMS 8-9. Continuation of 60-month lease for the following equipment in accordance with the WSCA-NASPO (CALIFORNIA) State contract. This transaction shall be governed in all respects by the terms and conditions of contract #3091/7-15-70-23. Any terms and contitions which conflict with, vary from or supplement the agreement terms shall be null and void. Board approved: 12/4/17.	EE88439
20-P0209143	11/04/19	11	CANON SOLUTIONS AMERICA, INC	61,817.95	CHANGE ORDER NO.:1, DATE: 11/04/2019, TO ADD LINE ITEMS 8-9. Continuation of 60-month lease for the following equipment in accordance with the WSCA-NASPO (CALIFORNIA) State contract. This transaction shall be governed in all respects by the terms and conditions of contract #3091/7-15-70-23. Any terms and contitions which conflict with, vary from or supplement the agreement terms shall be null and void. Board approved: 12/4/17.	EE88439
20-P0209143 Changed in: PO Amount, Printed Coments						
20-P0209254	10/30/19	11	XEROX CORP	2,991.36		CV37998
20-P0209254	10/31/19	11	XEROX CORP	1,570.43	CHANGE ORDER #1, 10/31/19; REDUCE LEASE BY 7 MONTHS PER DEPARTMENT REQUEST.	DR21189
20-P0209254 Changed in: PO Amount, Printed Coments						
20-P0209260	10/20/19*	33	XEROX CORP	900.00		DE68698
20-P0209260	10/22/19	33	XEROX CORP	858.00		FC78314
20-P0209260 Changed in: PO Amount						
20-P0209335	10/20/19*	12	SONOMA COUNTY JUNIOR COLLEGE	11,247.00		EE88439
20-P0209335	10/25/19	12	SONOMA COUNTY JUNIOR COLLEGE	11,247.00	CHANGE ORDER NO.:1, DATE: 10/25/2019, TO UPDATE THE PERIOD OF PERFORMANCE PER THE FIRST AMENDMENT DATED 09/23/2019, BOARD APPROVED: 09/23/2019 AND TO SPLIT PO AMOUNT AMONG ACCOUNT NUMBERS.	EE88439
20-P0209335 Changed in: Printed Coments						
20-P0209376	10/23/19	11	COMPUTERLAND OF SILICON VALL	24,358.94	Foundation for California Community College (FCCC) - Microsoft Campus Agreement & Academic Select/Participation Agreement 2017 (Year 2 of 3) for Santa Ana College; Board approved: September 11, 2017	EE88439
20-P0209376	10/23/19	11	COMPUTERLAND OF SILICON VALL	24,358.94	Foundation for California Community College (FCCC) - Microsoft Campus Agreement & Academic Select/Participation Agreement 2017 for Santa Ana College; Board approved: September 11, 2017	EE88439
20-P0209376 Changed in: Printed Coments						
20-P0209379	10/23/19	11	COMPUTERLAND OF SILICON VALL	17,883.02	Foundation for California Community College (FCCC) - Microsoft Campus Agreement & Academic Select/Participation Agreement 2017 (Year 2 of 3) for Santa Ana College; Board approved: September 11, 2017	EE88439

5.21 (24)

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0209379	10/23/19	11	COMPUTERLAND OF SILICON VALL	17,883.02	Foundation for California Community College (FCCC) - Microsoft Campus Agreement & Academic Select/Participation Agreement 2017 for Santa Ana College; Board approved: September 11, 2017	EE88439

20-P0209379 Changed in: Printed Coments

5:21 (25)

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 20, 2019 THROUGH NOVEMBER 9, 2019
BOARD MEETING OF DECEMBER 9, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0059096	\$250,000.00	Textbook vouchers for EOPS students at Santa Ana College	SAC -EOPS	
20-P0059242	\$71,576.88	2019/2020 sewer use fees for all sites	DO -Facility Planning	Utility fee
20-P0059262	\$37,648.00	Replacement of projectors at the OC Sheriff's Regional Training Academy	SAC -OCSRTA	Received Quotations: *1. Golden Star Technology *Successful Bidder
20-P0059268	\$45,008.09	Automotive tool boxes for Santa Ana College	SAC -Automotive Technology	Received Quotations: *1. Matco Tools 2. Snap-on Industrial *Successful Bidder
20-P0059269	\$161,883.20	Access control system project at the District Operations Center	DO -Facility Planning	Bid #1378 Board Approved: October 28, 2019
20-P0059271	\$18,650.00	Maintenance service for building chillers and boilers at Santa Ana College	SAC -Maintenance	Received Quotations: *1. ACCO Engineered Systems *Successful Bidder
20-P0059279	\$21,663.84	Spectrometers for Biology lab	SAC -Biology	Received Quotations: *1. White Bear Photonics, LLC 2. VWR *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 20, 2019 THROUGH NOVEMBER 9, 2019
BOARD MEETING OF DECEMBER 9, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0059280	\$78,000.00	Regional Validation and Communication for Strong Workforce Project	DO -LA/OC Regional Consortia	Board Approved: July 15, 2019
20-P0059285	\$21,543.67	Table-top laser engraver and attachments	SAC -Biology	Received Quotations: *1. Cutting Edge Systems 2. Northwest Laser Systems *Successful Bidder
20-P0059350	\$46,165.25	Tables with adjustable height bases	SCC -Academic Affairs Office	Received Quotations: *1. CN School and Office Solutions 2. Quality Office Furnishings *Successful Bidder
20-P0209374	\$200,000.00	Sub-agreement with San Luis Obispo CCD to host the South Central Coast region Deputy Sector Navigator/Regional Director for Business & Entrepreneurship	DO -Resource Development	Board Approved: August 12, 2019
20-P0209376	\$24,358.94	Azure Monetary Commitment fees beyond pre-paid usage related to the Foundation for California Community Colleges Microsoft Campus Agreement	DO -ITS	Board Approved: September 11, 2017
20-P0209377	\$20,000.00	Instructional agreement for law enforcement training	SAC -CJTC	Board Approved: July 17, 2017

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 20, 2019 THROUGH NOVEMBER 9, 2019
BOARD MEETING OF DECEMBER 9, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209378	\$250,000.00	Sub-agreement with Long Beach CCD on behalf of Long Beach City College to participate in the Global Trade Sector Project	Educational Services Office	Board Approved: August 12, 2019
20-P0209379	\$17,883.02	Azure Monetary Commitment fees beyond pre-paid usage related to the Foundation for California Community Colleges Microsoft Campus Agreement	DO -ITS	Board Approved: September 11, 2017
20-P0209380	\$609,087.00	Sub-agreement with Birmingham Community Charter High School 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: July 15, 2019
20-P0209381	\$870,124.00	Sub-agreement with Options for Youth San Gabriel 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: July 15, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 20, 2019 THROUGH NOVEMBER 9, 2019
BOARD MEETING OF DECEMBER 9, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209382	\$261,037.00	Sub-agreement with Covina-Valley Unified 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: July 15, 2019
20-P0209383	\$200,000.00	Sub-agreement with Yuba CCD to host the North/Far North region Deputy Sector Navigator/Regional Director for Agriculture, Water & Environmental Technologies	DO -Resource Development	Board Approved: August 12, 2019
20-P0209385	\$200,000.00	Sub-agreement with San Bernardino CCD to host the Inland Empire/Desert region Deputy Sector Navigator/Regional Director for Information Communications Technology (ICT)/Digital Media	DO -Resource Development	Board Approved: August 12, 2019
20-P0209386	\$815,647.00	Sub-agreement with Pasadena Unified 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: July 15, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 20, 2019 THROUGH NOVEMBER 9, 2019
BOARD MEETING OF DECEMBER 9, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209387	\$200,000.00	Sub-agreement with Foothill-DeAnza CCD to host the Bay Area region Deputy Sector Navigator/Regional Director for Health	DO -Resource Development	Board Approved: August 12, 2019
20-P0209388	\$75,000.00	Sub-agreement with Garden Grove Unified 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: July 15, 2019
20-P0209389	\$710,032.00	Sub-agreement with Vaughn Next Century Learning Center 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: July 15, 2019
20-P0209390	\$200,000.00	Sub-agreement with Cabrillo CCD to host the Bay Area region Deputy Sector Navigator/Regional Director for Information Communications Technology (ICT)/Digital Media	DO -Resource Development	Board Approved: August 12, 2019
20-P0209392	\$75,000.00	General legal services and staff trainings	DO -Human Resources	Board Approved: May 25, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 20, 2019 THROUGH NOVEMBER 9, 2019
BOARD MEETING OF DECEMBER 9, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209393	\$200,000.00	Sub-agreement with Sonoma County Junior College District to host the Bay Area region Deputy Sector Navigator/Regional Director for Agriculture, Water & Environmental Technologies	DO -Resource Development	Board Approved: August 12, 2019
20-P0209394	\$200,000.00	Sub-agreement with MiraCosta CCD to host the San Diego/Imperial region Deputy Sector Navigator/Regional Director for Life Science/Biotech	DO -Resource Development	Board Approved: August 12, 2019
20-P0209395	\$80,051.00	Sub-agreement with Lynwood Unified 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: July 15, 2019
20-P0209399	\$140,000.00	Sub-agreement with Los Angeles Academy of Arts and Enterprise Charter 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: July 15, 2019
20-P0209400	\$20,000.00	Sub-agreement with Wested to implement the statewide Sector Navigator project	DO -Resource Development	Board Approved: August 12, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 20, 2019 THROUGH NOVEMBER 9, 2019
BOARD MEETING OF DECEMBER 9, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209401	\$200,000.00	Sub-agreement with State Center CCD to host the Central Valley/Mother Lode region Deputy Sector Navigator/Regional Director for Global Trade	DO -Resource Development	Board Approved: August 12, 2019
20-P0209402	\$71,429.00	Sub-agreement with Riverside CCD to award the Inland Empire/Desert region with one-time start-up funds for training and staffing costs related to the K12 Strong Workforce Program	DO -Resource Development	Board Approved: April 29, 2019
20-P0209403	\$200,000.00	Sub-agreement with MiraCosta CCD to host the San Diego/Imperial region Deputy Sector Navigator/Regional Director for Business & Entrepreneurship	DO -Resource Development	Board Approved: August 12, 2019
20-P0209404	\$200,000.00	Sub-agreement with Victor Valley CCD to host the Inland Empire/Desert region Deputy Sector Navigator/Regional Director for Advanced Transportation and Logistics	DO -Resource Development	Board Approved: August 12, 2019
20-P0209405	\$11,341,463.00	Sub-agreement with Orange County Superintendent of Schools/Orange County Department of Education 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: July 15, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 20, 2019 THROUGH NOVEMBER 9, 2019
BOARD MEETING OF DECEMBER 9, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209407	\$15,600.00	Smartabase Software for wellness records management	SAC -Fire Technology	Board Approved: October 14, 2019
20-P0209408	\$87,012.00	Sub-agreement with Beverly Hills Unified 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: July 15, 2019
20-P0209409	\$200,000.00	Sub-agreement with San Diego CCD to host the San Diego/Imperial region Deputy Sector Navigator/Regional Director for Advanced Transportation & Logistics	DO -Resource Development	Board Approved: August 12, 2019
20-P0209410	\$200,000.00	Sub-agreement with Contra Costa CCD to host the Bay Area region Deputy Sector Navigator/Regional Director for Information Communications Technology (ICT)/Digital Media	DO -Resource Development	Board Approved: August 12, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed.

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Disabled Student Programs and Services (DSPS) (SCC) Annual apportionment from the California Community Colleges Chancellor's Office, Educational Services and Support Division to provide support services to students with disabilities so they have equal access to all educational programs and activities on campus. (19/20). <i>The match required is \$386,368 that consist of DSPS staff salaries and benefits.</i>	07/01/2019	\$795,956
2. Youth Empowerment Strategies for Success – Independent Living Program (YESS-ILP) (SAC) Sub-award from the Foundation for California Community Colleges for the Youth Empowerment Strategies for Success – Independent Living Program grant funded by the U.S. Department of Health & Human Services through the California Department of Social Services. The Foundation for California Community Colleges provides centralized fiscal and administrative services to community college districts to help foster youth successfully transition into adulthood. Santa Ana College (SAC) will provide curricula, assessment, and financial literacy and life skills training for foster youth and youth on probation between the ages of 16 through 21. (19/20). <i>The match required is \$41,434 that will be met entirely by SAC certified staff in-kind contributions.</i>	09/18/2019	\$22,500

RECOMMENDATION

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

Fiscal Impact:	\$818,456	Board Date: December 9, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SCC
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/01/2019 - 6/30/2020

PROJ. ADM. Syed Rizvi
PROJ. DIR. Starr Avedesian

College Allocation: \$750,555

DHH Distribution \$35,401

Access to Print/Electronic: \$10,000

Date: 11/18/19

TOTAL INCOME: \$795,956

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

CFDA #: N/A; Award #: N/A

GL Account	Description	Debit	Credit
12-2230-000000-20000-8623	DSPS : Santiago Canyon Coll		795,956
	Contract Instructors : DSP		
	- Mary Mettler (FALL 19 - 0%)		
	- Mary Mettler (SPRING 20 - 50%)		
12-2230-493031-29400-1110	- Laura Wirtz (25%)	62,644	
	Long Term Sub		
12-2230-493031-29400-1116	- Rebecca Ferrelli (FA19 - 50% of 15 LHE)	16,780	
12-2230-493031-29400-3111	STRS - Instructional : DSPS	13,582	
12-2230-493031-29400-3321	Medicare - Instructional :	1,164	
12-2230-493031-29400-3411	H & W - Instructional : DSP	14,318	
12-2230-493031-29400-3431	H & W - Retiree Fund Inst :	2,208	
12-2230-493031-29400-3511	SUI - Instructional : DSPS	40	
12-2230-493031-29400-3611	WCI - Instructional : DSPS	1,205	
12-2230-493031-29400-3911	Other Benefits - Instructio	876	
12-2230-493031-29400-4310	Instructional Supplies : DS	3,750	
12-2230-493031-29400-5940	Reproduction/Printing Expen	282	
	- Sandova Garcia, Reyna (resigned 9/5/19)		
	- Maldonado Apae (resigned)		
	(Only 1 out of 2 positions will be filled effective Dec. 14)		
	(39 wks - included Int. & June)		
	- Catherine Pineda		
	- Jeanora Price		
12-2230-499900-29400-2410	- Caralou Rosen	53,556	
	Inst Assistant - Hourly : D		
	- hourly IA for 16 wks @ 10 hrs/wk		
12-2230-499900-29400-2420	- hourly Learning Facilitators for 15 wks @ 10 hrs/wk	5,962	
12-2230-499900-29400-3321	Medicare - Instructional :	863	
12-2230-499900-29400-3331	PARS - Instructional : DSPS	774	
12-2230-499900-29400-3431	H & W - Retiree Fund Inst :	1,637	
12-2230-499900-29400-3511	SUI - Instructional : DSPS	30	
12-2230-499900-29400-3611	WCI - Instructional : DSPS	893	
	Professional Experts - Inst		
12-2230-499900-29401-2445	- hourly interpreters	20,000	
12-2230-499900-29401-3211	PERS - Instructional : Deaf	1,183	
12-2230-499900-29401-3311	OASDHI - Instructional : De	372	

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SCC
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/01/2019 - 6/30/2020

PROJ. ADM. Syed Rizvi
PROJ. DIR. Starr Avedesian

College Allocation: \$750,555

DHH Distribution \$35,401

Access to Print/Electronic: \$10,000

Date: 11/18/19

TOTAL INCOME: \$795,956

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

CFDA #: N/A; Award #: N/A

GL Account	Description	Debit	Credit
12-2230-499900-29401-3321	Medicare - Instructional :	290	
12-2230-499900-29401-3331	PARS - Instructional : Deaf	182	
12-2230-499900-29401-3431	H & W - Retiree Fund Inst :	550	
12-2230-499900-29401-3511	SUI - Instructional : Deaf	10	
12-2230-499900-29401-3611	WCI - Instructional : Deaf	300	
12-2230-642000-29400-1210	Academic Management : DSPS - Starr Avedesian (100%)	142,380	
12-2230-642000-29400-1230	Contract Counselors : DSPS - Vivien Vu (33% for first 6 months) + 34% for the last 6 months	41,337	
12-2230-642000-29400-1484	Int/Sum Beynd Contr-Reassigned Time - Laura Wirtz (Sum19 & Int 19- 2 LHE)	6,993	
12-2230-642000-29400-1485	Int/Sum Reassigned Time - Part-time - Rebecca @ 1 LHE (intersession)	1,784	
12-2230-642000-29400-2130	Classified Employees : DSPS - Deyanira Gonzalez (100% eff. 07/29/19) - Lauren Bennett (OOC) to 8/5/19 - Phillip Tran (100%)	118,089	
12-2230-642000-29400-2310	Classified Employees - Ongoing - Theresa's replacement (Proposed Reorg as admin. Clerk @ 19 hrs/wk x 22 wks)	9,477	
12-2230-642000-29400-2320	Classified Employees - Hourly - Alejandro Ramirez (19 hrs/wk) through 11/4/19 - Substitute for Admin clerk (10 wks)	13,673	
12-2230-642000-29400-3115	STRS - Non-Instructional :	26,822	
12-2230-642000-29400-3215	PERS - Non-Instructional :	31,442	
12-2230-642000-29400-3315	OASDHI - Non-Instructional	10,109	
12-2230-642000-29400-3325	Medicare - Non-Instructiona	5,010	
12-2230-642000-29400-3335	PARS - Non-Instructional	301	
12-2230-642000-29400-3415	H & W - Non-Instructional :	55,221	
12-2230-642000-29400-3435	H & W - Retiree Fund Non-In	9,503	
12-2230-642000-29400-3515	SUI - Non-Instructional : D	173	
12-2230-642000-29400-3615	WCI - Non-Instructional : D	5,184	
12-2230-642000-29400-3915	Other Benefits - Non-Instru	6,140	
12-2230-642000-29400-4610	Non-Instructional Supplies	17,801	

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SCC
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/01/2019 - 6/30/2020

PROJ. ADM. Syed Rizvi
 PROJ. DIR. Starr Avedesian

College Allocation: \$750,555

DHH Distribution \$35,401

Access to Print/Electronic: \$10,000

Date: 11/18/19

TOTAL INCOME: \$795,956

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

CFDA #: N/A; Award #: N/A

GL Account	Description	Debit	Credit
12-2230-642000-29400-5845	Excess/Copies Usage : DSPS	368	
12-2230-642000-29400-6421	Equipment - Tablet/Laptop - Technology (chromebooks)	5,000	
12-2230-642000-29401-2130	Classified Employees : DHH - Ruth Rodriguez (20%)	35,668	
12-2230-642000-29401-3215	PERS - Non-Instructional :	7,034	
12-2230-642000-29401-3315	OASDHI - Non-Instructional	2,230	
12-2230-642000-29401-3325	Medicare - Non-Instructiona	524	
12-2230-642000-29401-3415	H & W - Non-Instructional :	4,895	
12-2230-642000-29401-3435	H & W - Retiree Fund Non-In	989	
12-2230-642000-29401-3515	SUI - Non-Instructional : D	18	
12-2230-642000-29401-3615	WCI - Non-Instructional : D	540	
12-2230-642000-29401-3915	Other Benefits - Non-Instru	300	
12-2230-642000-29401-5100	Contracted Services : Deaf	30,000	
12-2230-675000-29400-5210	Conference Expenses : DSPS	3,500	
Totals for PROJECT: 2230	DSPS	795,956	795,956

SPECIAL PROJECT DETAILED BUDGET #2230
NAME: Disabled Student Programs and Services (DSPS) - SCC
FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 7/01/2019 - 6/30/2020

PROJ. ADM. Syed Rizvi
 PROJ. DIR. Starr Avedesian

College Allocation: \$750,555

DHH Distribution \$35,401

Access to Print/Electronic: \$10,000

Date: 11/18/19

TOTAL INCOME: \$795,956

Prime Sponsor: CCC Chancellor's Office

Fiscal Agent: RSCCD

CFDA #: N/A; Award #: N/A

GL Account	Description	Debit	Credit
11-2230-493031-29400-1110	Contract Instructors : DSP - Mary Mettler (FA - 100%) - Mary Mettler (SP - 50%) - Laura Wirtz (75%)	187,933	
11-2230-493031-29400-3111	STRS - Instructional : DSPS	32,137	
11-2230-493031-29400-3321	Medicare - Instructional :	2,763	
11-2230-493031-29400-3411	H & W - Instructional : DSP	38,577	
11-2230-493031-29400-3431	H & W - Retiree Fund Inst :	5,240	
11-2230-493031-29400-3511	SUI - Instructional : DSPS	95	
11-2230-493031-29400-3611	WCI - Instructional : DSPS	2,858	
11-2230-493031-29400-3911	Other Benefits - Instructio	2,626	
11-2230-642000-29400-2130	Classified Employees : DSPS - Michael Rinaldi (100%)	71,520	
11-2230-642000-29400-3215	PERS - Non-Instructional :	14,105	
11-2230-642000-29400-3315	OASDHI - Non-Instructional	4,527	
11-2230-642000-29400-3325	Medicare - Non-Instructiona	1,059	
11-2230-642000-29400-3415	H & W - Non-Instructional :	12,288	
11-2230-642000-29400-3435	H & W - Retiree Fund Non-In	2,008	
11-2230-642000-29400-3515	SUI - Non-Instructional : D	37	
11-2230-642000-29400-3615	WCI - Non-Instructional : D	1,095	
11-2230-642000-29400-3915	Other Benefits - Non-Instru	1,500	
11-2230-642000-29401-5100	Contracted Services : Deaf	6,000	
Totals for PROJECT: 2230	DSPS (Match)	386,368	-

	2019-20 College Allocation	2019-20 DHH Distribution	Access to Print & Electronic Information	2019-20 College Total Funding	2019-20 District Total Funding
Lake Tahoe	\$ 223,559	\$ 12,974	\$ 10,302	\$ 246,835	
LASSEN				\$ -	\$ 210,310
Lassen	\$ 200,125	\$ -	\$ 10,185	\$ 210,310	
LONG BEACH				\$ -	\$ 2,084,800
Long Beach City	\$ 1,693,487	\$ 379,759	\$ 11,554	\$ 2,084,800	
LOS ANGELES				\$ -	\$ 7,566,641
East Los Angeles	\$ 1,300,677	\$ -	\$ 12,761	\$ 1,313,438	
Los Angeles City	\$ 870,015	\$ 252,827	\$ 11,262	\$ 1,134,104	
Los Angeles Harbor	\$ 774,726	\$ 15,568	\$ 10,575	\$ 800,869	
Los Angeles Mission	\$ 426,199	\$ 3,924	\$ 10,782	\$ 440,905	
Los Angeles Pierce	\$ 999,757	\$ 129,736	\$ 11,300	\$ 1,140,793	
Los Angeles Southwest	\$ 322,866	\$ -	\$ 11,226	\$ 334,092	
Los Angeles Trade-Tech	\$ 834,478	\$ 103,789	\$ 11,054	\$ 949,321	
Los Angeles Valley	\$ 865,869	\$ 38,921	\$ 11,191	\$ 915,981	
West Los Angeles	\$ 518,510	\$ 7,784	\$ 10,844	\$ 537,138	
LOS RIOS				\$ -	\$ 5,322,304
American River	\$ 1,772,942	\$ 169,331	\$ 12,016	\$ 1,954,289	
Cosumnes River	\$ 829,234	\$ 46,705	\$ 10,881	\$ 886,820	
Folsom Lake	\$ 633,568	\$ 20,758	\$ 10,541	\$ 664,867	
Sacramento City	\$ 1,681,900	\$ 123,031	\$ 11,397	\$ 1,816,328	
MARIN				\$ -	\$ 795,661
Marin	\$ 712,566	\$ 72,652	\$ 10,443	\$ 795,661	
MENDOCINO-LAKE				\$ -	\$ 396,115
Mendocino	\$ 333,925	\$ 51,894	\$ 10,296	\$ 396,115	
MERCED				\$ -	\$ 875,494
Merced	\$ 845,824	\$ 18,939	\$ 10,731	\$ 875,494	
MIRA COSTA				\$ -	\$ 1,012,509
Mira Costa	\$ 1,001,467	\$ -	\$ 11,042	\$ 1,012,509	
MONTEREY				\$ -	\$ 829,119
Monterey Peninsula	\$ 808,161	\$ 10,379	\$ 10,579	\$ 829,119	
MT. SAN ANTONIO				\$ -	\$ 3,035,961
Mt. San Antonio	\$ 2,244,580	\$ 778,416	\$ 12,965	\$ 3,035,961	
MT. SAN JACINTO				\$ -	\$ 1,125,443
Mt. San Jacinto	\$ 938,177	\$ 176,230	\$ 11,036	\$ 1,125,443	
NAPA				\$ -	\$ 985,118
Napa	\$ 974,723	\$ -	\$ 10,395	\$ 985,118	
NORTH ORANGE				\$ -	\$ 3,398,484
Cypress	\$ 849,744	\$ 99,513	\$ 10,940	\$ 960,197	
Fullerton	\$ 2,218,185	\$ 207,577	\$ 12,432	\$ 2,438,287	
OHLONE				\$ -	\$ 1,784,537
Ohlone	\$ 1,139,590	\$ 634,274	\$ 10,673	\$ 1,784,537	
PALO VERDE				\$ -	\$ 220,128
Palo Verde	\$ 209,830	\$ -	\$ 10,298	\$ 220,128	
PALOMAR				\$ -	\$ 1,446,254
Palomar	\$ 1,330,836	\$ 103,789	\$ 11,629	\$ 1,446,254	
PASADENA				\$ -	\$ 1,304,650
Pasadena City	\$ 1,255,660	\$ 37,140	\$ 11,850	\$ 1,304,650	
PERALTA				\$ -	\$ 2,607,244
Alameda	\$ 642,638	\$ 60,099	\$ 10,464	\$ 713,201	
Berkeley City	\$ 471,457	\$ 44,822	\$ 10,494	\$ 526,773	
Laney	\$ 669,330	\$ 53,073	\$ 10,801	\$ 733,204	
Merritt	\$ 584,788	\$ 38,766	\$ 10,512	\$ 634,066	
RANCHO SANTIAGO				\$ -	\$ 1,804,050
Santa Ana	\$ 918,989	\$ 77,842	\$ 11,263	\$ 1,008,094	
Santiago Canyon	\$ 750,555	\$ 35,401	\$ 10,000	\$ 795,956	
REDWOODS				\$ -	\$ 565,745

SPECIAL PROJECT DETAILED BUDGET #1903

NAME: Youth Empowerment Strategies for Success - Independent Living Program (YESS-ILP)

FISCAL YEAR: 2019/2020

CONTRACT PERIOD: 06/30/2019 - 06/30/2020

PROJ ADMIN: Alicia Fruizenga

CONTRACT INCOME: \$22,500

PROJ DIR: Sylvia Sanchez

Prime Sponsor: US Department of Health & Human Services

Fiscal Agent: Founcaion for California Community Colleges

CFDA #: 93.674; Grant Agreement # 00002439_Santa Ana College

Date: 11/18/19

GL Account	Description	Debit	Credit
12-1903-000000-10000-8199	Other Federal Revenues : Sa		22,500
12-1903-631000-19310-1430	Part-Time Counselors : Fost - Sylvia Sanchez	9,340	
12-1903-631000-19310-1480	Part-time resigned time - ILP Workshop Trainer Stipend	1,000	
12-1903-631000-19310-3115	STRS - Non-Instructional :	1,684	
12-1903-631000-19310-3325	Medicare - Non-Instructiona	150	
12-1903-631000-19310-3335	PARS - Non-Instructional	-	
12-1903-631000-19310-3435	H & W - Retiree Fund Non-In	375	
12-1903-631000-19310-3515	SUI - Non-Instructional : F	5	
12-1903-631000-19310-3615	WCI - Non-Instructional : F	233	
12-1903-649000-19310-4610	Non-Instructional Supplies - Suppies for Module/Youth Skills Development Classes (instructional supplies - \$1,200) - ILP Workshops (\$250) & Retreat's supplies (\$288)	1,738	
12-1903-649000-19310-4710	Food and Food Service Supplies - Food (\$1,433) - Fall Kick Off Event (\$550) - Spring Semester Starter Event (\$500) - Outreach Events/Dinners/Year-End Celebration (\$967)	3,450	
12-1903-649000-19310-5100	Contracted Services - Consultant (\$600) - Retreat Location (\$2,000)	2,600	
12-1903-649000-19310-5966	Transportation - Student - Foster Youth University Tours (\$225) - Retreat's Transportation (\$500)	725	
12-1903-732000-19310-7670	Other Exp Paid for Students - Meal tickets paid for Students (\$7/ea x 100 tickets)	700	
12-1903-675000-19310-5210	Conference	500	
Totals for PROJECT: 1903	YESS - ILF	22,500	22,500

In-Kind Match: (Certified Expend \$41,434)

- Coordinator - Sylvia Sanchez (\$20,000 + benefits)
- Alicia Kruizenga/Project Adminstrator (4%)
- Thuy-Huong Nguyen (3%)
- Transition to College Orientation (\$1,500)
- Foster Youth College Day (\$3,000)
- Foster Youth University Tours (\$225)

To access a copy of the grant agreement between Foundation for CCC and RSCCD, please [click here](#).



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

EXHIBIT A

**Participating College's Core Roles and Responsibilities
And
Work Plan**

District/College agrees to provide the following services:

1. Work with, as appropriate, the local County Independent Living Program staff, adult caregivers, college ILP Advisory Boards, and other agencies that work with current and transitioned foster and probation youth, and community members to further the educational and employment training of foster, probation, and transitioned youth.
2. Complete a Work Plan for FY 2019-2020. The Work Plan will include the curricula and other materials to be used, and a description of the college's role in local collaboration activities as it relates to job readiness and maintenance, education and career preparation for current and transitioned foster and probation youth between the ages of 16 through 21.
3. Provide a minimum of forty eight (48) hours per year of financial literacy and life skills training to include job readiness and maintenance, college and career preparation, and alternative secondary education options to current and transitioned foster and probation youth ages 16 through 21. Training for youth will be available to adult care providers including foster parents, kinship caregivers, group home staff, foster family agencies, resource families, and other significant adults. Caregiver involvement will focus on transition preparation that promotes a youth's more successful transition to adulthood.
4. Provide an array of competency/experiential/skill-based educational training materials, at no charge to the participants, which include Internet-based and technology curricula in addition to other cost-effective materials. Examples of specific curricula include: *Healthy Transitions; A Pocket Guide for Independent Living; The Real Games Curriculum; Financial First; Money Talks; Creative Wealth; and Ready, Set, Fly! A Parent's Guide to Teaching Life Skills*. Other areas of training may include: The Ansell-Casey Life Skills Assessment, registration for WorkSource/OneStop Centers, completing job applications online, resource seeking through the Internet, financial literacy, and other relevant topics including the WIA 10 Core Elements.
5. Assess learning outcomes of eligible foster and probation youth participating in YESS ILP using the prescribed forms. Documentation will be reported to the Foundation quarterly.
6. Provide life skills trainings and materials free of charge to eligible participants.
7. Provide quarterly and annual reports to Foundation based on YESS-ILP data. The reports will include information on the number of YESS-ILP classes provided, total number of hours of YESS-ILP program education, total number of youth and adult participants, and the results of the

assessment surveys. In addition to required program reports, community college subcontractors will submit monthly fiscal reports that reflect the actual funds expended by the college YESS-ILP.

8. Host at least one (1) Speaker Bureau per academic semester using youth focused guidelines. Speaker Bureau nights may include but are not limited to; transition youth alumni events, youth presentations to local foster parent associations, and/or permanency events. Information regarding Speaker Bureau activities will be submitted to the Foundation in the required quarterly reports.
9. Host one (1) Transitioned Youth Roundtable per college per year. Submit summary data to Foundation.
10. Provide technology activities such as teaching computer skills and locating Internet sites that promote self-sufficiency of foster youth. Collaborate with other Foundation programs to link foster youth with technology training and resources. In addition, current and transitioned foster and probation youth and their care providers will be made aware of other community college resources and services that are available.
11. Provide training and educational services on the college campus to current and transitioned foster and probation youth. These services shall include, but not be limited to, financial aid and scholarships, EOPS, ROP, certificate/vocational programs, job placement, career exploration, and computer labs.
12. A minimum of one (1) staff member from each college YESS-ILP is required to participate in the Equity annual training event. Training events includes program orientation, program development and evaluation.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Sub-Agreement between RSCCD and Education Strategic Planning for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant	
Action:	Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Grant Award #18-205-011, funded by the California Community Colleges Chancellor’s Office (CCCCO), Workforce and Economic Development Division (WEDD), to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

ANALYSIS

The Chancellor’s Office has selected Education Strategic Planning as a sub-recipient of Strong Workforce Program funds to implement a regional technical assistant structure to support, orient and onboard K-14 technical assistant providers and K-12 career pathway coordinators. RSCCD, fiscal agent to this grant, has created a sub-agreement (#DO-18-2559-14) with Education Strategic Planning to provide the services outlined in the scope of work, which has been approved by the Chancellor’s Office. The performance period of the agreement is November 1, 2019, through October 31, 2020, and the sub-award amount shall not exceed \$60,000.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	\$60,000 (grant-funded)	Board Date: December 9, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
EDUCATION STRATEGIC PLANNING**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 9th day of December, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Education Strategic Planning** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Prime Award #18-205-011 (hereinafter “Grant”) to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to 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 as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.
2. **Period of Performance**
The period of performance for this Agreement shall be from November 1, 2019, through October 31, 2020.
3. **Total Cost**
The total cost to RSCCD for performance of this Agreement shall not exceed \$60,000 USD.
4. **Budget**
SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Project Budget (*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.

5. Payment

SUBCONTRACTOR will submit an invoice for a 40% advance payment to initiate the work, and will submit invoices thereafter for payment of the remaining 60%. Payment is contingent upon successful performance of the work, as approved by the Chancellor's Office. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

SUBCONTRACTOR must submit invoices for payment via e-mail to RS@cccco.edu. Invoices will be reviewed and approved by the PRIME SPONSOR and then paid by RSCCD. Payment is contingent upon successful completion of the work, as approved by the PRIME SPONSOR. SUBCONTRACTOR should include the Agreement number on the invoice (refer to footer). Back-up documentation for expenditures may be requested, if required in order to adhere to compliance terms and standards. Refer to the Invoice Form and Instructions (*exhibit B*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

7. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner.

8. 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.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

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. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving

authority's approval, that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents. In the event of termination hereunder, SUBCONTRACTOR shall be compensated for all services satisfactorily performed up to the date of termination, and any non-cancelable obligations.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable

efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD:

Primary Contact:

Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; Santoyo_Sarah@rsccd.edu

Fiscal Representative:

Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, Hardash_Peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Lyla A. Eddington, Ed.D., R.N.
Education Strategic Planning
2424 Las Lomas Drive
Hacienda Heights, CA 91745
(818) 599-4212; lylaeddington@gmail.com

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of

both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: EDUCATION
STRATEGIC PLANNING

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: December 9, 2019

20-4741044
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work (approved by Chancellor's Office)

Exhibit B: Invoice Form and Instructions

Exhibit C: Articles I, Rev. 09/18 and Article II, Rev. 05/14 (*NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.*)

**Education Strategic Planning
2424 Las Lomas Dr.
Hacienda Heights, CA 91745
EIN: 20-4741044**

Scope of Work for Project Lead for K-12 Strong Workforce Program

Technical Assistance Structure

Goal: To implement a regional technical assistance structure utilizing the K-14 Technical Assistance Providers (TAPs) and K-12 Career Pathways Coordinator as specified in Education Code 88833. These individuals will provide assistance to both the Career Technical Education (CTE) Incentive Grant Program and the K-12 component of the Strong Workforce Program. The K-12 Career Pathways Coordinators will function within the regional consortia structure and will collaborate with both the K-14 TAPs and the regional consortium chairs. Scope of work to include coordination and partnering with WestEd as defined by the California Community Colleges Chancellor's Office.

Activities:

1. Convene **regional consortium chairs** to align activities in each region to enhance the hiring and onboarding of both K-14 TAPs and K-12 Career Pathways Coordinators.
2. Convene **K-14 TAPS** to provide Onboarding to community college system and K-12 system and layout expectations of their role.
3. In consultation with the K-14 TAPs, develop K-12 Career Pathways Coordinator's Workplan for Year 1 (2019-2020).
4. Conduct/facilitate a 2 ½ day Orientation for **K-12 Career Pathways Coordinators** including K-14 TAPs and other interested parties.
 - a. Location to be determined, but recommend one in north and one in southern CA.
 - b. Content to include:
 - i. Overview of CA Strong Workforce Program.
 - ii. Responsibilities of K-14 TAPs and K-12 Career Pathways Coordinators.
 - iii. Role and responsibilities of the California Community Colleges Chancellor's Office and CA Department of Education related to Strong Workforce Program and CTE Incentive Grant Program.
 - iv. Role of the regional consortia.
 - v. Definition and development of Career Pathways including curriculum development and revision, articulation and dual enrollment. Definition and review of the CA Education Code related to career pathways.
 - vi. Development of curriculum at K-12 and alignment with post-secondary education.
 - vii. Labor Market requirements, role of Centers of Excellence, and types of data available.

- viii. Role of Statewide/Regional Directors of Business Engagement.
 - ix. Types of Career Counseling Tools available for middle school – high school.
 - x. K-14 CA Initiatives eg. Guided Pathways, Linked Learning.
 - xi. Metrics required for Strong Workforce Program, strategies for data collection, and tools available.
 - xii. Work Based Learning definition and types.
5. Facilitate the establishment of conference calls both state-wide (monthly) and regionally (bi-monthly) through June 2020.
 6. Facilitate Quarterly Meetings in each region of K-14 TAPs, K-12 Career Pathways Coordinators, and other Key Talent.
 7. Assess and identify knowledge deficit and identify training needed for year 2 of implementation.

Time Frame:

November 1, 2019 – June 30, 2020.

Cost:

1. Consultant – Education Strategic Planning (Dr. Lyla Eddington) \$150.00/hour.
2. Training for K-14 TAPs and K-12 Career Pathways Coordinator (2 sessions of approximately 50 each).
3. Travel Reimbursement for participants for Orientation Training.
4. Training Supplies.
5. Quarterly Meetings in each region – 8 regions X 2 meetings.

Fiscal Agent note per Chancellor’s Office, **total costs** not to exceed \$60,000.00.

Submitted By,



Lyla A Eddington, Ed.D., Consultant
Education Strategic Planning
Lylaeddington@gmail.com
(818) 599-4212

COLLEGE/DISTRICT LETTERHEAD/LOGO

Exhibit B

INVOICE

Date:

Invoice No.:

Name

Address:

City:

State:

Zip:

Attn:

Bill To: Rancho Santiago CCD (RSCCD)
Attn: Sarah Santoyo
2323 North Broadway, Ste. 201
Santa Ana, CA 92706

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type: Advance Payment Progress Payment Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

District/College Accounting Office Contact:

District/College Program Contact:

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Please send payment to the address above.

6.2 (10)

Instructions for Invoice Template

All invoices must be submitted electronically to the CCC Chancellor's Office Accounting Office inbox (RS@cccco.edu). The e-mail subject line must state "Invoice Enclosed – District Acronym/Key Talent Role or Program/Grant Number".

Example: RSCCD/Santa Ana/DSN/#18-459-008

If you are submitting a corrected invoice, please state it in the subject line "REVISED Invoice Enclosed – District Acronym/Key Talent Role or Program/Grant Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCC Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rsccd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. – Enter an invoice number to be used for internal purposes by the community college district/college.

Name – Using the drop down list to select the District name or enter information manually. The name must match the name listed on the sub-agreement with the Fiscal Agent.

Address – Enter the District address which should match with the address listed on the sub-agreement with the Fiscal Agent.

Grant Number – Enter the grant number provided by the Project Monitor.

Fiscal Agent Sub-Agreement Number – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered – Provide a description of the work performed and the dates of services rendered.

Total Amount Due – Enter the amount invoiced to CCCC.

District/College Accounting Office Contact Information – Identify an accounting office contact.

District/College Program Contact Information – Identify a program contact who can address questions about the work performed.

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers
Program-Specific Legal Terms and Conditions
September 2018**

ARTICLE II

Standard Legal Terms and Conditions
(Revision 5/15/14)

To access a copy of the articles, please [click here](#).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: December 9, 2019
Re: Approval of First Amendment to Sub-Agreement between RSCCD and Foundation for California Community Colleges for the Integrated Technology – Data Science Tools Fiscal Agent Grant	
Action: Request for Approval	

BACKGROUND

In 2018/19, Rancho Santiago Community College District (RSCCD) was selected to serve as the fiscal agent for the Integrated Technology – Data Science Tools grant funded by the California Community Colleges Chancellor’s Office (CCCCO), Data Innovation and Infrastructure Division. This grant supports the development and maintenance of a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics for community colleges to use for strategic and data-informed program development. The fiscal agent grant award was \$3,500,000 with a term of July 1, 2018 through June 30, 2020. As fiscal agent, RSCCD will issue grant sub-agreements, oversee disbursement and monitor grant program awards approved by the Chancellor’s Office.

ANALYSIS

The Chancellor’s Office has approved additional funds and a performance extension to an existing implementation partner, the Foundation for California Community Colleges. The period of performance from January 1, 2019, through December 31, 2019, shall be extended to June 30, 2020. The sub-award amount shall not exceed \$242,519 (this amount represents an increase of \$74,250 from \$168,269 to \$242,519). The payment clause has been amended from a set payment schedule to a reimbursement basis. In addition, the invoicing and reporting clauses have been amended to reflect processes requested by the Chancellor’s Office. An amendment to the sub-agreement has been prepared to include the amended clauses and the revised scope of work approved by the Chancellor’s Office.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

To access a copy of the sub-agreement Board approved on February 25, 2019, please [click here](#).

RECOMMENDATION

It is recommended that the Board approve the first amendment to the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	\$74,250 (grant-funded)	Board Date: December 9, 2019
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	

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

This **first amendment** (hereinafter “Amendment”) to the grant sub-agreement is entered into on this 9th day of December, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Foundation for California Community Colleges** (hereinafter “SUBCONTRACTOR”), to amend that certain agreement #DO-18-2237-04 (hereinafter “Agreement”) dated February 25, 2019, between the parties with a term of January 1, 2019, through December 31, 2019 (hereinafter “Term”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Data Science Tools Fiscal Agent Grant,” Prime Award #18-083-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Data Innovation and Infrastructure Division, to develop and maintain a cohesive set of data sources that are integrated, current and provide historical and real-time data analytics.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustee; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Statement of Work will be amended as follows:

1. Statement of Work
SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A and Exhibit A.1*), 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.

Period of Performance will be amended as follows:

2. Period of Performance
The period of performance for this Agreement from January 1, 2019, through December 31, 2019, shall be extended to June 30, 2020.

Total Cost will be amended as follows:

3. Total Cost
The total cost to RSCCD for performance of this Agreement shall not exceed \$242,519 USD. This amount represents an increase of \$74,250 from \$168,269 to \$242,519.

Total Budget will be amended as follows:

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Project Budget (*Exhibit A and Exhibit A.1*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement.

Payment and Invoicing will be amended as follows:

5. Payment and Invoicing

Payment to the SUBCONTRACTOR will occur through reimbursement for allowable expenditures through submission of a detailed invoice on a monthly basis. Payment is contingent upon successful completion of the work, as approved by the PRIME SPONSOR.

Documentation of expenditures will be required to process invoices. The invoice must include the Agreement number (refer to footer) and should be submitted electronically. Refer to the Invoice Form and Instructions (*Exhibit C*) for guidance on how to complete and submit the invoice. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

Reporting will be amended as follows:

6. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this First Amendment to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: December 9, 2019

68-0412350

Employer/Taxpayer Identification Number (EIN)

List of Exhibits (**updated November 2019**)

Exhibit A: Scope of Work and Budget

Exhibit A.1: Revised Scope Work and Budget (approved by Chancellor's Office)

Exhibit B: Article I and Article II

(NOTE: Article I and Article II are included in this Agreement as a reference for the terms and conditions for the use of funds. The specific payment and reporting terms described in the Articles pertain to the Fiscal Agent and not to the Subcontractor.)

Exhibit C: Invoice Form and Instructions

PROJECT Data Science Tools
 DISTRICT Rancho Santiago
 COLLEGE
 RFA NUMBER #18-083
 TIMING Extension to 6/30/2020
 BUDGET \$242,519 (Augmentation of \$74,250 for objective 2)

CCCCO Approval:


 Barney Gomez (Nov 14, 2019)

Statement of Work (Annual Workplan)
 Objectives

Objective 1: Validate audience and use cases of Student Success Metrics to look for efficiencies and guide future UI/UX and functionality of all data dashboards				
Task #	Activities	Performance Outcomes	Timelines/Status	Responsible Persons (with RACI)
1	LaunchBoard and Student Success Metrics UI/UX Review			
1.1	Review	1. Non-primed review of LaunchBoard by up to 5 users, analytics review 2. Walk through with LaunchBoard developers for additional context and roadmap 3. Report with impressions and actionable recommendations	1. Complete 2. Complete 3. In progress--will be combined with user research interviews	VP, Communications and Technology (A); Director of Communications (C); Communications Manager (R); Senior Content Specialist (C);
1.2	User roles and workflow inventory	1. Inventory user groups and use cases of each role type 2. Map current workflows 3. Report with analysis and actionable recommendations	1. Complete 2. Complete 3. In progress--will be combined with user research interviews	VP, Communications and Technology (A); Director of Communications (C); Communications Manager (R); Senior Content Specialist (C);
1.3	User Interviews and usability test	1. Create testing protocol 2. Conduct test sessions 3. Synthesize findings	1. September 2019 2. October 2019 3. October-November 2019	Symsoft Solutions (R)
1.4	Discovery report and actionable recommendations	1. Create an as-is snapshot 2. Identify gaps 3. Organize recommendations, prioritize with stakeholders 4. Obtain final sign off by Chancellor's Office stakeholders	Nov-19	VP, Communications and Technology (A); Director of Communications (C); Symsoft Solutions (R); Senior Content Specialist (C); UX Specialist (R)
1.5	Solution Development	1. Conduct design workshop with stakeholders and design team 2. Create an interactive prototype and validate selected idea using the same protocol as the first usability test 3. Finalize high fidelity mockups and deliver project	Feb-20	Symsoft Solutions (R)
1.6	User Interface (UI) guidelines	1. Create guidelines for color usage, data display, chart and graph styles within Chancellor's Office brand.	Dec-19	Communications Manager (R); Senior Content Specialist (C); Senior Director Research (C); Visual Communications Specialist (R)
1.7	Contribute to Implementation	1. Participate in review process by key stakeholders and assist if asked with implementation.	February-December 2019	VP, Communications and Technology (A); Project Specialist (R);

6.3 (5)

PROJECT Data Science Tools
 DISTRICT Rancho Santiago
 COLLEGE
 RFA NUMBER #18-083
 TIMING Extention to 6/30/2020
 BUDGET \$242,519 (Augmentation of \$74,250 for objective 2)

2	Brand Alignment			
2.1	Brand alignment with Chancellor's Office	1. Review LaunchBoard and provide recommendations, if necessary, to align with the Chancellor's Office brand and website guidelines. 2. Deliverables could include updated brand lockups or refined creative templates.		Mar-19 VP, Communications and Technology (A); Director of Communications (C); Communications Manager (R); Project Specialist (R); Visual Communications Specialist (R); Design and Communications Associate (R)
3	Digital Futures Communication Integration			
3.1	Monthly support for Chancellor's Office Information aggregation	1. Produce at least three (3) bi-monthly Digital Futures Newsletters 2. Place Data Science Tools news in other Chancellor's Office newsletters or social media 3. Coordinate media relations and aggregate message calendar 4. Identify and create at least one (1) human interest stories of benefits of Data Science Tools to students and faculty for various communication channels	1. Complete 2. Complete 3. As needed 4. November 2019	Communications Manager (A); Project Specialist (R); Senior Content Specialist (R); External Relations Specialist (C); Visual Communications Specialist (R);
3.2	Orginal photography and asset management	1. Update image library with at least 5 images representing data visualization; photography support for up to 3 events or on-site locations 2. Review and secure a photography and video b-roll assest management system for shared use by system-level and initiative communications authorized by the Chancellor's Office		Nov-19 Project Specialist (A); Photographer (R); Visual Communications Specialist (R)
3.3	Legislative reports	1. Aggregate and design content, including ADA remediation, for legislative reports and legislative updates upon request		Feb-19 Communications Manager (A); Project Specialist (A); Senior Content Specialist (R); Visual Communications Specialist (R); ADA Remeditaion Specialist (R)
3.4	Project management and coordination	1. Bi-weekly check in meetings with West Ed; 2. Digital Futures bi-weekly check ins; 3. Marketing Roundtable calls	February-December2019	Communications Manager (R); Project Specialist (R)

6.3 (6)

PROJECT Data Science Tools
 DISTRICT Rancho Santiago
 COLLEGE
 RFA NUMBER #18-083
 TIMING Extension to 6/30/2020
 BUDGET \$242,519 (Augmentation of \$74,250 for objective 2)

4	Communications Support			
4.1	Define project scope	1. Conduct a landscape analysis of current communications of key projects within LaunchBoard 2. Develop key messages and measure of success for communications 3. Create communications plan and workflow for communications deliverables	1. February 2019 2. February 2019 3. March 2019	VP, Communications and Technology (C); Director of Communications (A); Communications Manager (R); Project Specialist (R); Senior Content Specialist (R); Visual Communications Specialist (C);
4.2	Provide deliverables	1. Implement plan 2. Review results and provide recommendations for next steps	1. March-May 2019 2. June 2019	VP, Communications and Technology (C); Director of Communications (C); Communications Manager (A); Project Specialist (R); Senior Content Specialist (R); Visual Communications Specialist (R); Design and Communications Associate (R)
4.3	Communications support	1. Identify and implement opportunities to place LaunchBoard content in communities or modules on the Vision Resource Center 2. Ad hoc communications support upon request	February-December 2019	Content Manager (R); Communications Manager (A); Project Specialist (C); Senior Content Specialist (C);
5	Ad Hoc Support			
5.1	Requests as necessary to respond to identified needs		Ongoing: February - December 2019	Communications Manager (A); Project Specialist (R); Senior Content Specialist (R); Visual Communications Specialist (R); Design and Communications Associate (R)

6.3 (7)

PROJECT Data Science Tools
 DISTRICT Rancho Santiago
 COLLEGE
 RFA NUMBER #18-083
 TIMING Extension to 6/30/2020
 BUDGET \$242,519 (Augmentation of \$74,250 for objective 2)

Objective 2: Work with the Foundation for California Community Colleges' communications team and Student Centered Design Lab to plan, develop, and deliver systemwide and statewide communications and marketing campaigns.

Task #	Activities	Performance Outcomes	Timelines	Responsible Persons (with RACI)
2.1	Discovery			
2.1.1	Conduct discovery with Grantee to create a needs assessment for research or communications support by the Foundation. 1. Kickoff meeting 2. Document current research or communications efforts. Perform gap analysis. 3. Define support and path forward with Grantee on agreed upon goals.	1. Provide a strategic plan detailing research and/or communication needs for the Grantee. 2. Deliver current state and gap analysis of efforts. 3. Create a team and communication/research tactical plan and budget to move Foundation support forward with Grantee support.	11/15/2019	Foundation, Grantee, and DIII TAP team
2.2	Develop and Execute Defined Strategy			
2.2.1	Conduct audience/user research to inform the communication plan and the product roadmap.	Deliver artifacts to audience/users for target messaging, research, and communications.	11/15/2019-June 2020	Foundation
2.2.2	Ensure any needed legislative reports for Chancellor's Office are identified and developed.	Deliver, route, support legislative reports for the Grantee annually.	11/15/2019-March 2020	Foundation, Grantee, Chancellor's Office
2.2.3	Support California Community Colleges brand alignment on all student and stakeholder facing communication.	Provide brand guidelines, assets, and direction as needed. Identified outputs look more cohesive across Chancellor's Office projects, greater brand consistency and clarity for students and stakeholders	11/15/2019-June 2020	Foundation, Grantee, Chancellor's Office

6.3 (8)

INVOICE

Date:

Invoice No.:

Name

Address:

City:

State:

Zip:

Attn:

Bill To: Rancho Santiago CCD (RSCCD)
 Attn: Sarah Santoyo
 2323 North Broadway, Ste. 201
 Santa Ana, CA 92706

Agreement Number:

Chancellor's Office Project Monitor:

Payment Type: Advance Payment Progress Payment Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

Total Amount Due: \$

Vendor Accounting Office Contact: Name:

Vendor Program Contact: Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

Instructions for Invoice Template

Submit invoices electronically to the Chancellor's Office, Gary Bird at gbird@cccco.edu, and should copy the fiscal agent, Maria Gil at Gil_Maria@rscdd.edu. The e-mail subject line must state "Invoice Enclosed – Contractor/DST/18-083".

Example: WestEd/DST/#18-083

If you are submitting a corrected invoice, please state it in the subject line "REVISED Invoice Enclosed – Contractor/DST/18-083".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCC Program Contact/Monitor or the Fiscal Agent at Gil_Maria@rscdd.edu.

Letterhead/logo - Insert letterhead or logo image.

Date – Enter the date the invoice was created.

Invoice No. – Enter an invoice number to be used for internal purposes by the community college district/college.

Name – Using the drop down list to select the District name or enter information manually. The name must match the name listed on the sub-agreement with the Fiscal Agent.

Address – Enter the District address which should match with the address listed on the sub-agreement with the Fiscal Agent.

Grant Number – Enter the grant number provided by the Project Monitor.

Fiscal Agent Sub-Agreement Number – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

Chancellor's Office Project Monitor – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

Payment Type – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

Description of Work and Dates Services Rendered – Provide a description of the work performed and the dates of services rendered.

Total Amount Due – Enter the amount invoiced to CCCC.

Vendor Accounting Office Contact Information – Identify an accounting office contact.

Vendor Program Contact Information – Identify a program contact who can address questions about the work performed.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Second Amendment to Sub-Agreement between RSCCD and Southwestern Community College District for the 2018/19 Deputy Sector Navigator funded by the Key Talent Administration and Sector Strategy Fiscal Agent Grant	
Action:	Request for Approval	

BACKGROUND

Through a competitive grant competition, RSCCD was selected by the California Community Colleges Chancellor's Office (Chancellor's Office or CO), Workforce & Economic Development Division to serve as the Key Talent Administration and Sector Strategy Fiscal Agent. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talent grant program awards approved by the Chancellor's Office.

ANALYSIS

The Chancellor's Office has directed RSCCD, fiscal agent to amend the performance period for Southwestern Community College District's Deputy Sector Navigator sub-grant of November 1, 2018, through October 31, 2019, to be extended to December 31, 2019. A second amendment to the sub-agreement has been developed accordingly.

Sector	Host District	Start Date	Revised End Date	Agreement No.
Global Trade	Southwestern CCD	11/1/2018	12/31/2019	DO-18-2565-47

To access a copy of the executed sub-agreement and executed first amendment, please [click here](#).

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

It is recommended that the Board approve the second amendment to the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	none	Board Date: December 9, 2019
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	

**SECOND AMENDMENT TO SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT**

This second amendment (hereinafter “Amendment”) is entered into on this 9th day of December, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Southwestern Community College District (hereinafter “SUBCONTRACTOR”), which is hosting the **San Diego/Imperial Region Deputy Sector Navigator for Global Trade**, to amend that certain agreement #DO-18-2565-47 (hereinafter “Agreement”) between the parties dated November 26, 2018, and first amendment #DO-18-2565-47.01 dated January 14, 2019, with a term of November 1, 2018, through October 31, 2019 (hereinafter “Term”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the “Key Talent Administration and Sector Strategy” grant, Prime Award #18-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs, such as Doing What Matters initiatives and Key Talent positions; and,

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host and supervise the **San Diego/Imperial Region Deputy Sector Navigator for Global Trade**, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Statement of Work will be amendment as follows:

1. Statement of Work
SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A and Exhibit A.1*), 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.

Period of Performance will be amended as follows:

2. Period of Performance
The period of performance for this Agreement shall be from November 1, 2018, through October 31, 2019, extended to December 31, 2019.

Second Amendment to Sub-Agreement between RSCCD and Southwestern Community College District

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Second Amendment to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: Southwestern
Community College District

By: _____
Name: Peter J. Hardash

Vice Chancellor
Title: Business Operations/Fiscal Services

Date: _____

By: _____
Name: _____

Title: _____

Date: _____

Board Approval Date: December 9, 2019

95-6006659

Employer/Taxpayer Identification Number (EIN)

List of Exhibits (revised November 2019)

Exhibit A: Scope of Work (Appendix B – Application Forms) approved by Chancellor’s Office

Exhibit A.1: Revised Scope of Work approved by Chancellor’s Office

Exhibit B: Host, Supervisor of Record, and Deputy Sector Navigator Roles and Responsibilities

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)

Exhibit D: Invoice Form and Instructions

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

PROJECT: Global trade internship project
DISTRICT: Southwestern CCD
COLLEGE: Southwestern College
RFA NUMBER: 18-207-001

SECTOR: Global Trade
REGION: San Diego/Imperial
FISCAL YEAR: 2018/19
SUBAGREEMENT NUMBER: DO-18-2565-47

Statement of Work (Annual Workplan)

Project Name	Globo trade internship project	
		Description:
Description of Opportunity	<i>Bridge supply/demand gap</i>	Small business needs for employees with hands on, practical digital skills for cross-border digital marketing
	<i>Address new industry priorities</i>	To capitalize on the unprecedented opportunity for direct cross-border sales via ecommerce
	<i>Other</i>	Address demand for internships and workbase learning in the global trade sector
		Description:
Supporting Evidence	<i>Industry-validated</i>	Through ongoing focus groups with employers we have identified demand for interns with these specific skills, yet a lack of bandwidth among SMEs for managing said intern assets.
	<i>Faculty/College-driven</i>	Bring industry engagement into the classroom through the eyes of students
	<i>CCCCO-driven</i>	In alignment with Chancellor's office request to support internship opporunities
		Description:
Alignment with Sector Strategy and Regional Priorities	<i>Pilot</i>	Work with faculty to develop a model for work-based learning that reduced the burden on the company through centralized professional digital expert management
	<i>Regional scaling</i>	Dependent on well tracked outcomes, this project will be rolled out throughout the Global Trade Sector regions
	<i>Statewide scaling</i>	Share with the sector for deployment state-wide
		Description:
Projected Outcome	<i>Equity</i>	To provide employment through matching students with companies looking for an in need of employees with these skills
		Description:
Strong Workforce Metric	<i>Number of students who got a degree or certificate</i>	This program will expose interns to employers that offer high demand, high skills and high growth areas that offer higher than average salaries.

Project Plan

Milestone	Description of Milestone	Responsible	Significance of Milestone to	Dependencies	Completion Date
1	Identify partner colleges to build the path toward selection of appropriate student candidates	DSN	One college identified	College willingness to give us access to students	12/31/2019
2	In partnership with faculty champions, employers and industry experts, development of digital boot camp training module for incoming students	DSN, Faculty of a college and Industry advisor group	Online education module developed in Canvass for faculty to contribute and review	Content from faculty and online technical skills and resources for development of module	12/31/2019
3	Identiy industry expert for intern managment and ongoing implementation	DSN	Identify one industry expert for SoCal Region (SD and LA)	Local resource availability and funds	12/31/2019

6.4 (5)

Project Plan

Milestone	Description of Milestone	Responsible	Significance of Milestone to Outcome	Dependencies	Completion Date
4	Identify companies to "virtually" host students for this program	DSN	Identify and sign up 2 companies	Ability to market and identify companies	12/31/2019
5	Market the program to students through faculty and career centers	DSN and Faculty and Deans	One pdf flyer	Designer and buy-in from college	12/31/2019
6	Evaluate mechanisms for recognising completion of the program	DSN	Professionally designed benchmarking portfolio presentation of their work for future employers	Success of student on digital marketing traction	12/31/2019
7	Capture video interviews of intern experience	DSN	"sizzle reel" promoting the internship program	Availability of students, videographer and intern coordinator as well as approvals of SOWs	12/31/2019
8					

Project Plan Outcome

Drop-down Menu

Impact on Multi-Year Project:

Current Year: Actual vs. Projected Outcome

Barriers Overcome:

Barriers NOT Overcome:

Lessons Learned:

THIS FORM MAY NOT BE REPLICATED

PROJECT: Global Trade Content and Curriculum Support
DISTRICT: Southwestern CCD
COLLEGE: Southwestern College
RFA NUMBER: 18-207-001

SECTOR: Global Trade
REGION: San Diego/Imperial
FISCAL YEAR: 2018/19
SUBAGREEMENT NUMBER: DO-18-2565-47

Statement of Work (Annual Workplan)

Project Name	Global Trade Content and Curriculum Support	
		Description:
Description of Opportunity	<i>Faculty professional development</i>	Support the infusion of Global Trade content into existing or new programs to support additional skills development and address emerging and new industry priorities
	<i>Curriculum development</i>	Provide IBEA as resource to Colleges – IBEA is an online repository of global trade curriculum materials and online space to connect and collaborate with other faculty.
	<i>Address new industry priorities</i>	Cross collaborate with other sectors that align with global trade to identify market and policy drivers affecting sectors
		Description:
Supporting Evidence	<i>Regional Consortia-driven</i>	To align with Regional Consortium priorities in Global trade particularly around curriculum development and industry engagement
	<i>LMI data</i>	To expand discussion on LMI research that Global Trade Sector Navigator has completed on expanded TOP Codes and volume of students in Global Trade.
	<i>CCCCO-driven</i>	To align with Chancellor Office priority to cross collaborate among sectors
		Description:
Alignment with Sector Strategy and Regional Priorities	<i>Expansion (of a mature initiative)</i>	Scale local professional conference into a larger statewide professional development opportunity that convenes deans, faculty, and councilors around Global Trade Programs
	<i>Developmental</i>	
	<i>Drop-down Menu</i>	
		Description:
Projected Outcome	<i>Completion</i>	Strengthen completion of students in global trade programs within the region
		Description:
Strong Workforce Metric	<i>Job closely related to field of study</i>	Industry insights that will inform faculty on current industry trends, identify the gaps, and where the jobs of the future are for their students.

Project Plan

Milestone	Description of Milestone	Responsible	Significance of Milestone to	Dependencies	Completion Date
1	Determine the scope of faculty development opporutniteies i.e. conference theme, speakers, outomes	DSN, SN,	Collectively determine areas of interest for faculty	Avaialbility of industry expeerts	12/31/2019
2	Present Faculty development conference at GetGlobal and follow-up meetings.	DSN, SN,	Cultivate new relationshship with faculty, deans, and councillors	Funding to suppor faculty participation	12/31/2019
3	Work with IBEA to coordinate the logistics the faculty development conference in the region	DSN, IBEA	Execution of logistics, marketing, and includes faculty and provides industry insights	IBEA ability to	12/31/2019

Project Plan

6.4 (7)

Exhibit A.1

Milestone	Description of Milestone	Responsible	Significance of Milestone to Outcome	Dependencies	Completion Date
4	Conduct faculty development conference and follow-on training through video education series	DSN	10 video interviews with industry experts	SOW approvals in time for editing of video content	12/31/2019
5	Cross collaborate with other DSN to find projects in common	DSN Global Trade, DSN Advanced Transportation and Logistics	Identify areas of common and colleges to work with in region	Faculty champion and college leadership working collaboratively with the DSN 's	12/31/2019
6	Work with faculty in the internship program to build case studies	Connecting industry with faculty	case study written and provided to faculty	faculty completion of write-ups and industry providing of input	12/31/2019
7					
8					

Project Plan Outcome

Drop-down Menu

Impact on Multi-Year Project:

Current Year: Actual vs. Projected Outcome

Barriers Overcome:

Barriers NOT Overcome:

Lessons Learned:

APPENDIX B
THIS FORM MAY NOT BE REPLICATED

Global Trade Industry
PROJECT: Engagement and Special Committee
DISTRICT: Southwestern CCD
COLLEGE: Southwestern College
RFA NUMBER: 18-207-001

SECTOR: Global Trade
REGION: San Diego/Imperial
FISCAL YEAR: 2018/19
SUBAGREEMENT NUMBER: DO-18-2565-47

Statement of Work (Annual Workplan)

Project Name	Global Trade Industry Engagement and Special Committee	
Description of Opportunity	<i>Address new industry priorities</i>	Meet with business partners, chambers and econ dev and employers and provide support to colleges create special committee
	<i>Bridge supply/demand gap</i>	Gain industry feedback on skills demand gaps
	<i>Other</i>	Provide opportunities to increase network between faculty and industry
Supporting Evidence	<i>Industry-validated</i>	In alignment with Chancellor's Office to bridge the skill and jobs mismatch and prepare workforce for future careers
	<i>Regional Consortia-driven</i>	Provide network between faculties and industry to increase engagement in pathways and curriculum development/alignment
	<i>CCCCO-driven</i>	In alignment with SCCRC to identify opportunities to grow and improve of CTE programs
Alignment with Sector Strategy and Regional Priorities	<i>Developmental</i>	Improve visibility on how sector is evolving
	<i>Regional scaling</i>	Report to the region and identify opportunities
	<i>Statewide scaling</i>	Share with sector opportunities to support GT and deploy it statewide
Projected Outcome	<i>Employment</i>	Update data and accurate information from Chamber of Commerce, and Center of Excellence
Strong Workforce Metric	<i>Attained a living wage</i>	Gain industry feedback and potential salary and wages for the sector

Project Plan

Milestone	Description of Milestone	Responsible	Significance of Milestone to	Dependencies	Completion Date
1	Meet with local chamber of commerce, trade organizations		Determine and meet companies in the region that are active and/or interested in launch global trade.	Update data and accurate information from Chamber of Commerce, Center of Excellence and partners such as SBDC	December 31, 2019
2	Meet with global industry employers in the region		Identify skill gaps. Develop a survey and submit to companies	Companies to fill up the survey and submit it within the deadlines	December 31, 2019
3	Develop best practice content		Develop best practice document to support development of special committee which reinforce the importance of partnering across systems.	College and key attendees availability to join the special committee	December 31, 2019

6.4 (9)

Exhibit A.1

Project Plan					
Milestone	Description of Milestone	Responsible	Significance of Milestone to Outcome	Dependencies	Completion Date
4	Run or speak on multiple workshops and webinars	prepare content, conduct outreach	Speak at three events	partner organization collaboration	December 31, 2019
5	Conduct interview series with experts in government, industry and faculty	Conduct interviews, prepare and coordinate with interviewees, manage the production oversight	produce 10 video interviews for use in classrooms and online	SOW completion and scheduling of interviews and willingness of colleges to share content	December 31, 2019
6					
7					
8					

Project Plan Outcome

Drop-down Menu

Current Year: Actual vs. Projected Outcome

Impact on Multi-Year Project:

Barriers Overcome:

Barriers NOT Overcome:

Lessons Learned:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of First Amendment to Sub-Agreement between RSCCD and WestEd for the Sector Navigator Information Communications Technology (ICT)/Digital Media Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded a 2019/20 Sector Navigator – Information Communication Technology (ICT)/Digital Media (DM) grant, Grant #19-158-001, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. The grant requires RSCCD to implement a statewide project that will strengthen and develop the California Community Colleges’ information communications technology and digital media programs.

ANALYSIS

For the Sector Navigator project, WestEd will support the ICT/DM sector in assessing the opportunity gaps for their four sub-sectors in terms of demand and supply, and will refresh the data in a prior gap assessment with the latest available data at the statewide and macroregional levels. RSCCD and WestEd have mutually agreed to amend the period of performance clause. The original executed sub-agreement was received late in October, delaying the start date. A first amendment (#DO-19-2536-02.01) has been developed to extend the performance period end date from 12/31/19 to 06/30/20.

The Project Administrator is Enrique Perez.

RECOMMENDATION

It is recommended that the Board approve the first amendment to the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	None	Board Date: December 9, 2019
Prepared by:	Francisco Villaseñor, Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
WESTED**

This **First Amendment** (hereinafter “Amendment”) to the grant sub-agreement is entered into on this 9th day of December 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and WestEd (hereinafter “SUBCONTRACTOR”), to amend that certain agreement #19-2536-02 (hereinafter “Agreement”) dated August 14, 2019, between the parties with a term of August 13, 2019 through December 31, 2019 (hereinafter “Term”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was awarded a “Sector Navigator – Information Communications Technology/Digital Media Sector” Grant #19-158-001, (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division, to improve the alignment of community college programs with employers and industry workforce needs in the sector; and

WHEREAS, SUBCONTRACTOR wants to amend the Statement of Work and the Period of Performance of the Agreement;

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Item 1. Statement of Work, page 1, of the Agreements is amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A, Amended 11/18/19*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

Item 2. Period of Performance, page 1, of the Agreements is amended as follows:

2. Period of Performance

The period of performance for this Agreement shall be from 8/13/19 - 6/30/20. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this FIRST AMENDMENT to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: WestEd

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

94-3233542

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: December 9, 2019



excellence in research, development, and service

November 18, 2019

**Revised Proposal For: Rancho Santiago Community College District
Attention: Steve Wright**

**Proposed Project: Statewide Opportunity Assessment Data Refresh and Associated Metrics
for Information Communication Technology/Digital Media (ICT/DM) Sector**

To support the ICT/DM Sector in assessing the opportunity gaps for their four sub-sectors in terms of demand and supply, WestEd will refresh the data in a prior gap assessment with the latest available data at the statewide and at the macroregional level. The summary will include annual job openings for a cluster of jobs and approximate enrollments and/or headcount mapped at the TOP code or course level for each ICT/DM sub-sector. Top colleges within each sub-sector will be identified. Deputy Sector Navigators will be provided with the data at the regional level to validate and to provide input. In collaboration with the ICT/DM sector team, a set of metrics will be determined to attempt to measure student success in the sub-sectors. When possible, the metrics will be pulled from the Cal-PASS Plus LaunchBoard suite of dashboards. The intent is to discover Best of Best practices for successful student pathways to be shared within the ICT/DM sector along with other sectors in the state.

Contract Dates

August 13, 2019 – June 30, 2020

Budget

Approximations by Deliverable:

Refresh Data at Statewide and Macroregional Level	\$12,000
Determination of Metrics	\$2,000
Refinement of the Regional College Course Offerings or Other Data with DSN input	\$6,000
	\$20,000

Contact Information

Karen E. Beltramo
WestEd
Senior Project Manager, Innovation & Technology
[\(831\) 332-1253](tel:8313321253)
kbeltra@wested.org

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
WESTED**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 12th day of August, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and WestEd (hereinafter "SUBCONTRACTOR"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was awarded a "Sector Navigator – Information Communications Technology/Digital Media Sector" Grant #19-158-001, (hereinafter "Grant"), from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, to improve the alignment of community college programs with employers and industry workforce needs in the sector; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in 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 as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from August 13, 2019 through December 30, 2019.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$20,000 USD.

4. **Budget**

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Budget presented in the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by RSCCD, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the

total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected.

5. Payment

SUBCONTRACTOR will submit upon RSCCD's receipt invoice for that disbursement. RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

SUBCONTRACTOR will submit invoices to receive payment for work performed for this Agreement. Invoices should include the Agreement number (refer to footer) and be submitted no more frequently than monthly, and, preferably, at least on a quarterly basis. Invoices should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Sarah Santoyo, Assistant Vice Chancellor, Educational Services
2323 North Broadway, Suite 201
Santa Ana, CA 92706

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Time Extensions

RSCCD will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **June 30, 2020**.

9. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

10. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines.

SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

11. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

12. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

13. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying Party or any of its agents or employees.

14. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

15. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

16. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Rancho Santiago Community College District
Enrique Perez, Program Administrator ICT Sector Navigator
2323 N. Broadway, Suite 350
Santa Ana, CA 92706
(714) 480-7460; Perez_Enrique@rsccd.edu
(805) 231-8444; Steve@wrightca.com

SUBCONTRACTOR: WestEd
~~Karen E. Beltramo, Senior Project Manager~~
~~300 Lakeside Drive, 25th Floor~~ Virgilio F. Tinio, Jr., Dir. of Grants and Contracts
~~Oakland, CA 94612~~ 730 Harrison Street
San Francisco, CA 94107
Phone: ~~(831) 332-1253~~ 415-615-3136
Email: ~~Kbeltra@wested.org~~ contracts@wested.org

17. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

18. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 01/2018 and Article II, Rev. 05/2014), as set forth and incorporated into this Agreement by reference. As the Grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

[NOTE: Articles I and II (Exhibit C) serve as a reference for the general Grant terms and conditions. The payment and reporting terms in the Articles pertain only to RSCCD. The payment terms and reporting requirements for the SUBCONTRACTOR are in this Agreement under Articles I.5. "Payment" and I.7. "Reporting".]

2. Assurances

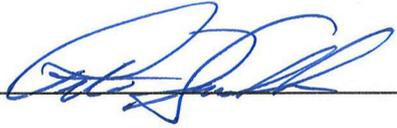
By signing this Agreement, the Parties certify that they comply with the Legal Terms and Conditions as described in Article II (Rev. 05/2014) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Non-discrimination Clause, Accessibility for Person with Disabilities and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: WestEd

By: 
Name: Peter J. Hardash
Vice Chancellor
Title: Business Operations/Fiscal Services
Date: 8/14/19

By: 
Name: Lauren Wrotniak
Title: Senior Contracts Administrator
Date: 10/8/19

94-3233542
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: August 12, 2019

EXHIBIT A



excellence in research, development, and service

July 26, 2019

**Proposal For: Rancho Santiago Community College District
Attention: Steve Wright**

**Proposed Project: Statewide Opportunity Assessment Data Refresh and Associated Metrics
for Information Communication Technology/Digital Media (ICT/DM) Sector**

To support the ICT/DM Sector in assessing the opportunity gaps for their four sub-sectors in terms of demand and supply, WestEd will refresh the data in a prior gap assessment with the latest available data at the statewide and at the macroregional level. The summary will include annual job openings for a cluster of jobs and approximate enrollments and/or headcount mapped at the TOP code or course level for each ICT/DM sub-sector. Top colleges within each sub-sector will be identified. Deputy Sector Navigators will be provided with the data at the regional level to validate and to provide input. In collaboration with the ICT/DM sector team, a set of metrics will be determined to attempt to measure student success in the sub-sectors. When possible, the metrics will be pulled from the Cal-PASS Plus LaunchBoard suite of dashboards. The intent is to discover Best of Best practices for successful student pathways to be shared within the ICT/DM sector along with other sectors in the state.

Contract Dates

August 13, 2019 – December 30, 2019

Budget

Approximations by Deliverable:

Refresh Data at Statewide and Macroregional Level	\$12,000
Determination of Metrics	\$2,000
Refinement of the Regional College Course Offerings or Other Data with DSN input	\$6,000
	\$20,000

Contact Information

Karen E. Beltramo
WestEd
Senior Project Manager, Innovation & Technology
[\(831\) 332-1253](tel:(831)332-1253)
kbeltra@wested.org

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

1. Amendments

An amendment of this Grant Agreement is required to extend the completion date, materially change the work to be performed, or alter the budget. Requests for an amendment must be submitted to the Project Monitor, and should be made as soon as possible after the need for an amendment arises.

2. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Project Monitor and in the form of a formal written amendment.

3. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within 10 days of discovery of the problem. Immediately thereafter and at a time and place mutually agreed upon, the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor will meet for purposes of resolving the dispute. The decision of the Chancellor's Office shall be final.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

4. Notice

Any notice to either party that is required or permitted to be given under this Grant Agreement shall be given by email to the Project Monitor and/or Project Director and by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received. In the event of an emergency, the Project Monitor and/or Project Director should be contacted immediately by telephone.

5. Audit

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such 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. Grantee 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, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any contract or subgrant related to performance of this Grant Agreement.

6. Standards of Conduct and Conflicts of Interest

Grantee hereby assures that in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

- a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations that give rise to a

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

- b. **Conducting Business with Relatives.** No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of contracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. **Conducting Business Involving Close Personal Friends and Associates.** In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. **Avoidance of Conflicts of Economic Interests.**
 - 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 - 2. Grantee shall establish safeguards to prohibit officers, employees or board members from using their positions for a purpose that could result in private gain, or give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 - 4. The governing board may not authorize the award of any contract or subgrant funded by this Grant Agreement, if that contract or subgrant is for the provision of services or goods by any board member, or by any person or entity that is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

7. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

8. Debarment, Suspension, and Other Responsibility Matters

By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- d. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

9. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee, contractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee, contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Grantee, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts or subgrants to perform work under the Grant Agreement.

10. Accessibility for Persons with Disabilities

- a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards (<https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh>) and/or the WCAG 2.0 Level AA criteria (<https://www.w3.org/TR/WCAG20/>) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its contractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section
- f. Grantee and its contractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all contracts or subgrants to perform work under this Grant Agreement.

11. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
 - 1. Receive a copy of the Grantee's drug-free policy statement; and,
 - 2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

12. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side-by-side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services that are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions.

13. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination that could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. Upon termination, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination, the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount that shall be not less than three nor more than ten

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(Grant)**

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times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

- d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

14. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
 3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

15. Waiver of Rights

Any action or inaction by the Chancellor's Office or the failure of the Chancellor's Office on any occasion, to enforce any right or provision of the Grant Agreement, shall not be construed to be a waiver by the Chancellor's Office of its rights hereunder and shall not prevent the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Chancellor's Office herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

16. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance

**EXHIBIT C
(Grant)**

GENERAL TERMS AND CONDITIONS

with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

17. Unenforceable Provisions

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of the Grant Agreement remain in full force and effect.

18. Law Governing

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

19. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

20. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

21. Time Is of the Essence

Time is of the essence in this Grant Agreement.

22. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: December 9, 2019
Re:	Approval of Agreement with Rancho Santiago Community College District and 25 th Hour Communications for Marketing and Advertising Services	
Action:	Request for Approval	

BACKGROUND

Over the past years, presentations at Board of Trustees meetings have focused on the importance of marketing and advertising at both the college and District level. Due to the competitive marketplace, Santa Ana and Santiago Canyon colleges have worked diligently to build student enrollment. Marketing, public relations, and advertising play a key role in attracting and retaining students.

Over the past years, the District has also worked to increase communication with key stakeholders. Initiatives that have been undertaken include the Report to the Community and the Rancho News e- newsletter. For internal audiences, an online, anonymous employee suggestion box, Suggestion Ox, was initiated. These initiatives require the support of the Public Affairs and Publications department.

Additionally, since Santiago Canyon College does not have a public information officer, District Public Affairs and Publications has lent their support to provide key marketing, public relations, web content writing, and social media services. In addition, a wide of array of support services including press release writing and dissemination have been made available to Santa Ana College.

ANALYSIS

25th Hour Communications is a comprehensive marketing and communication agency with expertise in higher education and, in particular, in California community colleges. They are the only firm in U.S. that has two CCPRO All-PROs (the communicator-of-year selected by the California Community College Public Relations Organization) and an NCMPR District 6 Communicator-of-the-Year. These experts have been in the trenches at community colleges, both as employees and as consultants.

25th Hour Communications will continue to provide a wide range of marketing and public relations services to Rancho Santiago Community College District. The scope of work includes:

1. Marketing
2. Media Data Assessment & Plan
3. Advertising
4. Media Buying, Placement, & Tracking
5. Real-Time Digital Dashboard
6. Public and Media Relations
7. Internal Communications
8. External Communications
9. Web Content Development
10. Social Media

This agreement includes a combination of onsite and remote services from January 1, 2020 – June 30, 2020. The District will have one point person onsite two days per week plus access to entire 25th Hour Communications team throughout the term of the contract. The agreement shall not exceed \$70,000. 25th Hour Communications will invoice RSCCD \$9,000 per month based on utilization of the services outlined in the scope of work. An additional \$6,000 will be invoiced for annual subscriptions for the real-time digital dashboard for both colleges.

RECOMMENDATION

It is recommended that the Board approve the agreement with 25th Hour Communications and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related agreement on behalf of the district.

Fiscal Impact:	\$70,000	Board Date: December 9, 2019
Prepared by:	Patricia S. Duenez, Assistant to the Vice Chancellor	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

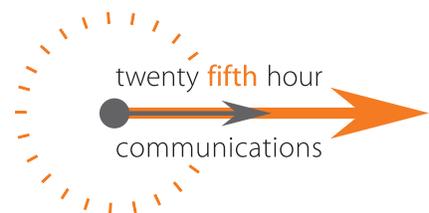
PROPOSAL FOR

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

MARKETING & PUBLIC RELATIONS SERVICES

twenty **fifth** hour communications

Renewal Date: November 7, 2019



25comm.com

When time isn't on your side, we are.

 25thHourComm  25thHourComm  25th-hour-comm

Scope of Work

We will continue to provide a wide range of marketing and public relations services to Rancho Santiago Community College District. This agreement includes a combination of onsite and remote services from January 1, 2020 - June 30, 2020. You will have one point person onsite two days per week, but will have access to our entire team throughout the term of the contract. The scope of work includes:

1) Marketing

We will support district and college departments by writing and implementing marketing plans similar to the SCC Promise Program and the Human Resources Communication Plan. We are also available to support Guided Pathways with branding and marketing plans for SAC and SCC.

2) Media Data Assessment & Plan

We will use RSCCD's recent media survey data through the Strong Workforce Consortium, to create and implement targeted media plans for fall and spring advertising for SCC, SAC and the district.

3) Advertising

We understand that RSCCD is accountable to its taxpayers, which is why every message must not only reach, but resonate, with the target audience the first time. We will create plans in a way that will break through the white noise and set RSCCD apart from its competitors.

We monitor all communication and, where possible, strictly track the ROI so the entire RSCCD team can see the gains the colleges are making. Using analytics, we are able to quantify the effects of the marketing strategy and make changes as needed.

4) Media Buying, Placement, & Tracking

Our goal is to ensure RSCCD is reaching its target audiences using the most effective media mix that will guarantee the highest return on investment. The first thing we do to achieve benefit for you is to reduce the standard 15+% agency commission on media buying and placement to 8% (13% if we are prepaying the media buy). Every dollar matters and we believe your money is best spent on achieving results, not paying a higher rate to cover an agency commission. We will track all digital media, make immediate changes as needed, and provide digital media reports during and after the campaigns. The agency placement fee will be invoiced monthly as incurred on top of the monthly retainer fee.

5) Real-Time Digital Dashboard

Six months remain in effect for the annual subscription for each college that provides access to a customized, password protected dashboard featuring up to the minute comprehensive data on all college digital campaigns managed by 25th Hour. Access will continue through June 30, 2020.



6) Public and Media Relations

We will create a public/media relations plan that supports your strategic goals. This proposal includes unlimited writing of press releases, distribution and media tracking. Upon completion of each release, we will submit it for review and approval. Upon approval, we will distribute the release and track it through our in-house media tracking system. In addition, we will integrate the releases across RSCCD's social media and web platforms.

We will also coordinate, research, and write publications such as the District Foundation annual report, the Annual Report to the Community, and other publications that may be needed.

7) Internal Communications

We will create and implement an annual internal communications plan. This would include regular research, writing, and distribution of communications such as District Daily, The Link and other internal publications.

8) External Communications

We will continue to develop and distribute the monthly external newsletter, Rancho News. Additionally, we will continue to manage a website online news center, which will feature articles from Rancho News, and other news generated by RSCCD's media monitoring tool.

9) Web Content Development

We will serve as the web content support agents for your websites by writing new content as needed.

10) Social Media

We will support social media by assisting with posting and tweeting on a daily basis or as needed, for the district, SAC, and SCC.



Terms & Conditions

Terms & Conditions

We will perform all the services listed in this agreement, per the scope of work for 6-months.

Payments

25th Hour Communications will invoice RSCCD for \$9,000 per month based on utilization of the services outlined in the scope of work. A placement fee of 8% of total media spend will be invoiced for any media buys placed on behalf of the district and its colleges. All advertising costs/media spends must be paid directly by RSCCD. If 25th Hour Communications, Inc. pays for the buy on behalf of the district or colleges and seeks reimbursement, the placement fee will be increased to 13%. Any printing, postage, third party email subscription services, photography, videography, translation or any direct costs incurred other than those specified in this agreement must be paid by RSCCD or quoted separately by 25th Hour.

Travel

Travel and Expenses are not included and will be billed at our actual costs. We will bill at our actual cost for airfare, rental car, hotel lodging, and home airport parking. We do not seek reimbursement for food and beverages. All flights will be booked at economy rates and only standard hotel rooms will be booked. We will have a local member of our team onsite on a weekly basis so no travel expense would be incurred for that service. For any additional travel required, we will follow this travel policy.

Termination

Either Party may terminate this Agreement, with or without cause upon sixty (60) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

Indemnification

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

Insurance

All services rendered on District Property shall require the contractor to procure, maintain, and keep in full force and effect the following types of insurance:

- Comprehensive general liability - No less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Auto Liability - For vendors who will drive on District property, Automobile Liability in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, including owned, hired and non-owned vehicle coverage.

Workers' Compensation as required by California State Law. The vendor/contractor shall provide a waiver of subrogation. Workers' Compensation is required if a supplier has any employees. If a supplier does not have any employees then the supplier is exempt from this requirement.

Professional liability insurance (Errors and Omissions), shall be for no less than \$1,000,000 per occurrence to be maintained for the duration of the agreement and three years following its termination. This insurance requirement applies when a supplier has a professional designation or license and/or is providing professional services. Service providers not providing a professional service are exempt from this requirement.

CONTRACTOR agrees to name DISTRICT and its Board of Trustees, officers, agents and employees as additional insured on its general liability insurance policy and must provide a separate written endorsement.

Signatures:

Notices and Invoices to:

Enrique Perez, J.D., Vice Chancellor
Perez_Enrique@rscdd.edu

Agreement signature page:

By: _____

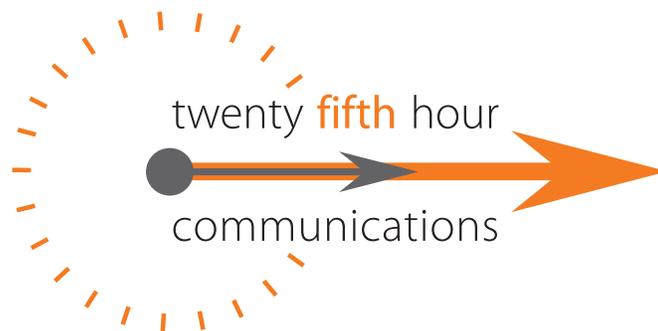
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District

By: _____

Trish Lamantia, Chief Executive Officer

25th Hour Communications, Inc.





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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	December 9, 2019
Re:	First Reading of Board Policies		
Action:	Information		

BACKGROUND

The Board Policy Committee met on November 25, 2019 and reviewed revised policies. These policies are presented for a first reading.

ANALYSIS

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies that comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. District Administration also recommends revisions to existing policies and adoption of new policies as required. The Board Policy Committee is recommending the attached policies be updated and revised to conform to the CCLC recommendations and/or adopted as recommended by District Administration.

RECOMMENDATION

These policies are presented for a first reading as an information item.

Fiscal Impact:	None	Board Date:	December 9, 2019
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 2710 Conflict of Interest

References:

Government Code Sections 1090, et seq.; 1126; 87200, et seq.
Title 2, Sections 18730 et seq.

Board members and employees shall not be financially interested in any contract made by them in their official capacity, or in any body or board of which they are members.

Neither a A board member nor an employee shall ~~not~~ be considered to be financially interested in a contract if his or her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

A board member who has a remote interest in any contract considered by the Board shall disclose his or her interest during a board meeting and have the disclosure noted in the official board minutes. The board member shall not vote or debate on the matter or attempt to influence any other board member to enter into the contract. and the board member shall recuse him or herself from participation in the debate on the matter. The board member shall not participate in any way in the making of the contract at any stage of the making of the contract with the District.

However, the making of a campaign contribution by a board member or an employee to any campaign that the district is engaged in, including a bond campaign, is not a conflict of interest if his or her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5. The solicitation of a capital contribution, gift or campaign contribution by a board member or an employee to any campaign that the district is engaged in, including a bond campaign, shall not be considered inconsistent with, incompatible with, in conflict with or inimical to his or her duties as an employee or officer of the district. However, the solicitation of a donation to the district that does not inure any personal benefit to the board member or employee shall not constitute a financial interest.

Neither a A board member nor an employee shall ~~not~~ engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his or her duties as an employee or officer of the district. Both board members and district employees are prohibited from making or participating in contracts with the district wherein he or she will receive a financial interest, including financial benefits to a spouse or family member of the board member or employee.

In compliance with law and regulation, the Chancellor shall establish administrative procedures to provide for disclosure of assets of income of board members who may be affected by their official actions, and prevent members from making or participating in the making of board decisions which may foreseeably have a material effect on their financial interest.

Board members shall file statements of economic interest with the filing officer identified by the administrative procedures. Pursuant to Government Code Section 84224 and the Fair Political Practices Commission ("FPPC") regulations section 18215.3, all board members are required to report on FPPC form 803, any payments made at their behest, principally for legislative, governmental or charitable purposes.

Board members shall familiarize themselves with Government Code sections 1090, et seq., 1126; 87200, et seq.; Title 2, Sections 18730 et seq.

Board members are encouraged to confer with the Board President in every case where any question arises regarding a potential conflict of interest. The Board President and Chancellor may seek counsel from the District's legal advisor if necessary.

Revised: May 31, 2016 (Previously BP 3101 and BP9002.1)

Revised: xxxxxxxx, 2020

Rancho Santiago Community College District
BOARD POLICY
Chapter 3
General Institution

BP 3821 Gift Ban Policy

References:

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

A. Preamble

The intent of this gift ban policy is to prohibit District officers and employees from receiving any gift in excess of fifty dollars (\$50.00) for their personal benefit from any single source in any calendar year. This gift ban policy is not intended to restrict any gifts made for the benefit of the District.

B. Definitions

For the purposes of this policy:

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

5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed to be gifts:
 - a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization.
 - b. Flowers, plants, balloons or similar tokens which are given to express condolences, congratulations, or sympathy for ill health, or to commemorate special occasions, provided that gifts made or received under this exemption shall not exceed a value of fifty dollars (\$50.00) from any single source in any calendar year.
 - c. A prize awarded on the basis of chance in a bona fide competition not related to the official status of the District officer or designated employee.
 - d. Gifts from any agency of a foreign sovereign nation, provided that such gifts are unconditionally donated by the District officer or designated employee to the District official designated by the Chancellor in an administrative regulation within forty-five (45) days of receipt, and the District officer or designated employee does not claim any tax deduction by virtue of such donation.
 - e. Food, beverages, and free admission provided by a governmental agency or provided to the public at large, for ceremonial functions commemorating the groundbreaking, opening, or naming of a governmental facility.
 - f. For purposes of this section, a capital contribution or other gift to the District or a campaign donation by a District official or the employer of a District official to a bond campaign shall not be deemed a violation of this policy so long as the donation to the campaign was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds, or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
 - g. For the purposes of this section, a capital contribution or other gift to the District or a campaign donation by an employee of the District to a bond campaign or the solicitation by a District employee of a donation to a bond campaign during the District employee's off hours, shall not be deemed a violation of this policy so long as the donation to the campaign was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds, or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
 - h. For the purposes of this section, a capital contribution or other gift to the District or a campaign donation by any person doing business with the District to a bond campaign or the solicitation by a District employee or board member of a donation to a bond campaign shall not be deemed a violation of this policy so long as the donation to the campaign was not made for the individual benefit of the District employee or District officer, by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds, or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.
6. *Lobbyist* shall mean any individual, including an attorney, who is employed or contracts for consideration, other than reimbursement of reasonable travel expenses, to communicate directly with any District officer or designated employees for the purpose of seeking, actively supporting, or actively opposing the award of a contract or grant from the District or the issuance, by the District, of a discretionary permit, or other discretionary entitlement for use. An attorney shall not be considered a lobbyist when performing activities which can only be performed by a person admitted to the practice of

law.

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

C. Prohibitions

1. No person who is doing business with or soliciting business from the District shall make any gift to any District officer or employee.
2. No person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. However, a capital contribution or other gift to the District or a campaign donation by any person doing business with the District to a bond campaign or to a fundraising campaign of the District or the solicitation by an employee of the District of a capital contribution or other gift to the District or a campaign donation to a bond campaign or fundraising campaign of the District, shall not be deemed a violation of this policy so long as the donation to the campaign was not made for the individual benefit of the employee, and was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds; or by any third party vendor that has an agreement with the District to directly

receive bond funds as a condition of the donation.

3. No District officer shall solicit or accept any gift from any person whom he knows, or has reason to know, is doing business with or soliciting business from the District. However, the mere attendance at a campaign fundraiser or employment by a company, which makes a capital contribution or other gift to the District or a donation or to a bond campaign involving the District, shall not constitute the solicitation of a gift from an officer of the District. A capital contribution or other gift to the District or a campaign donation by any person doing business with the District to a bond campaign or to a fundraising campaign of the District or the solicitation by a District officer of a capital contribution or other gift to the District or a donation to a bond campaign or fundraising campaign of the District, shall not be deemed a violation of this policy so long as the donation to the District or the campaign was not made for the individual benefit of the District officer; was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds; or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.

4. No designated employee shall solicit or accept any gift from any person whom he knows, or has reason to know, is doing business with or soliciting business from the District, when such employee, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or has done any of the above during the twelve (12) months preceding the donation. However, the mere attendance at a campaign fundraiser, which makes a capital contribution or other gift to the District or a campaign donation to a bond campaign involving the District, shall not constitute the solicitation of a gift from a designated employee of the District. A capital contribution or other gift to the District or a campaign donation by any person doing business with the District to a bond campaign or to a fundraising campaign of the District, or the solicitation by a designated employee of a donation to a bond campaign or fundraising campaign of the District, shall not be deemed a violation of this policy so long as the donation of the campaign was not made for the individual benefit of the designated employee; was not made by a municipal finance firm which has contracted with the District for the sale of the bonds, which shall receive reimbursement by the District for the sale of the bonds; or by any third party vendor that has an agreement with the District to directly receive bond funds as a condition of the donation.

5. No District officer nor designated employee shall accept any gift in excess of fifty (\$50.00) for their personal benefit.

D. Violations and Enforcement

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

2. Any designated employee in violation of this policy shall be subject to discipline, including reprimand, suspension and dismissal. A designated employee who sits on a board or

committee under the jurisdiction of the Board of Trustees may be removed by the Board if found to be in violation of this policy.

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

Adopted: April 25, 2016
Revised: November 13, 2017
Revised: xxxxxxxxxx, 2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

To: Board of Trustees	Date: December 9, 2019
Re: Review of RSCCD Board of Trustees Self-Evaluation	
Action: Receive and Review	

BACKGROUND

Board Policy 2745 provides for the Board of Trustees to conduct an annual self-evaluation by December of each year.

ANALYSIS

An evaluation survey was approved by the Board on October 14, 2019, and was distributed to individuals identified in Board Policy 2745. The survey responses were presented to the Board at the November 18, 2019, meeting. Subsequent to that meeting, the individual Board members completed the self-evaluation instrument. Those responses are now provided to the Board for review and discussion.

RECOMMENDATION

It is recommended that the Board of Trustees review the evaluation responses.

Fiscal Impact: None	Board Date: December 9, 2019
Prepared by: Nga Pham, Exec. Director, Research, Planning and Institutional Effectiveness	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**Rancho Santiago Community College District (RSCCD)
Board of Trustees Self-Evaluation of Internal Operations and Goals**

December 2019

The RSCCD Board of Trustees recognizes the importance of self reflection to achieve its internal board operation and performance goals. They implemented an annual review process and invited community representatives, faculty/staff and students who interact with them on a regular basis to offer feedback. Last month, an online survey was made available to individuals including (but not limited to) the associated student government officers, academic senates officers, the chancellor, vice chancellors, assistant vice chancellors, the college presidents, college vice presidents, -representatives of the District’s employee unions, college accreditation representatives and community members who serve on the District bond oversight committees or foundations. After reviewing the external feedback, Board members (including the student trustee) assess their own activities using the same survey instrument; that data is included in this report, along with six years’ prior data for comparison. Seven board members participated.

- Overall, Board members-respondents were in agreement on many areas of board operations—respondents exclusively assigned ratings of “strongly agree” or “agree” to 32 of the 44 categories assessed.
- Board members had highest agreement in the following areas (with at least 5 members responding “strongly agree”):
 - Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.
 - The board conducts its meetings in compliance with state laws, including The Brown Act.
 - The board operates ethically without conflict of interest following established board policies.
- Board members had least agreement in the following area (with two of the seven members responding “disagree” or “strongly disagree”):
 - The board regularly develops and reviews goals for continuous improvement.

- Board’s major strengths include:
 - Respect for each other and their viewpoints, which promote a collegial atmosphere to accomplish large issues.
 - Productive board meetings and participating in community events to support our residents and students.
 - Asserting policies and oversight role, but deferring operating management to the Chancellor and appropriate staff.

- Board members identified major accomplishments:
 - Successfully completing multi-year contracts with district employee units.
 - Securing the long-term lease of Centennial Education Center.
 - Establishing a successful search and appointment of the new chancellor.

- Board members would like to address the following issues in the upcoming year:
 - Better communication with students and employees, as well as among board members, to ensure everyone understands the trustee roles and activities.
 - Provide study session/retreat with full board on variety of issues concerning district.
 - Develop a good working relationship with the new chancellor.

- All seven board members-respondents stated that the questionnaire is “very useful” or “somewhat useful” to their self-evaluation process.

Detailed responses, as well as comparisons with responses from the prior six years’ surveys, and respondents’ comments, follow. Because the number of respondents is small and the number of respondents is different each year, there is greater variation in percentage points. It is recommended that comparisons be used cautiously.

Detail of Findings

RSCCD Board of Trustees Self-Evaluation Results, 2019

	Strongly Agree	Agree	Disagree	Strongly Disagree	Don't Know/Not Applicable
Board Organization and Operation					
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	5	2	0	0	0
Board members respect each others' opinions.	4	2	0	0	0
The board conducts its meetings in compliance with state laws, including The Brown Act.	5	2	0	0	0
Board members understand that they have no legal authority beyond board meetings.	2	4	0	1	0
Board members regularly seek the opinion of the student trustee.	1	6	0	0	0
Policy Role					
Board meetings focus on policy issues that relate to board responsibilities.	4	3	0	0	0
The board focuses on policy in board discussion, not administrative matters.	2	5	0	0	0
The board is knowledgeable about the mission and purpose of the institution.	4	3	0	0	0
The board clearly delegates the administration of the colleges to the chancellor.	3	4	0	0	0
The board ensures compliance with federal and state laws and measures for emergency response.	3	4	0	0	0
Strategic Planning					
The board understands the budget process.	2	4	1	0	0
The board gives adequate attention to the mission, goals, and future planning of the district.	2	4	0	0	0
The board regularly develops and reviews goals for continuous improvement.	0	5	1	1	0
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	2	4	1	0	0
The board understands the colleges' educational programs and services.	2	4	0	0	0
The board is appropriately involved in defining the vision and goals of the district.	2	4	1	0	0
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	3	3	0	1	0
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	3	4	0	0	0
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	2	5	0	0	0

RSCCD Board of Trustees Self-Evaluation Results, 2019 (cont.)

	Strongly Agree	Agree	Disagree	Strongly Disagree	Don't Know/Not Applicable
Board Relations with the Chancellor, Presidents, Faculty, and Staff					
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	2	5	0	0	0
The board keeps the chancellor informed of community contacts.	1	6	0	0	0
The board follows a procedure for annual evaluations of the chancellor.	3	4	0	0	0
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	1	6	0	0	0
The board and chancellor have a positive, cooperative relationship.	3	4	0	0	0
The board understands its role and that of the chancellor, presidents, faculty, and staff.	1	5	1	0	0
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	4	3	0	0	0
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	3	4	0	0	0
The board follows communication procedures with staff.	0	6	1	0	0
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	2	5	0	0	0
Community Relations/Advocacy					
Board members are knowledgeable about community college and state-related issues.	4	3	0	0	0
The board acts as an advocate for community colleges.	4	3	0	0	0
Board members participate actively in community activities.	3	4	0	0	0
Board agendas include legislative and state policy issues that will impact the district.	3	3	1	0	0
Board members act on behalf of the entire community.	3	3	1	0	0
The board recognizes and celebrates positive accomplishments of the district and colleges.	4	3	0	0	0
The board works to build a positive image of the district in the community.	3	4	0	0	0
Board members adhere to policies for dealing with college, community citizens, and the media.	1	6	0	0	0
The community and district employees are aware of who the elected trustees are and their role in district governance.	1	5	1	0	0
Board Leadership, Ethics, and Standards of Conduct					
The board understands collective bargaining and its role in the process.	3	4	0	0	0
The board practices appropriate collegial consultation (participatory governance).	4	3	0	0	0
The board maintains confidentiality of privileged information.	1	5	1	0	0
The board makes decisions in the best interest of students, the colleges, and the entire district.	3	4	0	0	0
The board operates ethically without conflict of interest following established board policies.	5	2	0	0	0
Board members participate in trustee development activities.	2	5	0	0	0

RSCCD Board of Trustees Self-Evaluation Results, 2014-2019

	# "strongly agree" or "agree"					
	2019 Survey	2018 Survey	2017 Survey	2016 Survey	2015 Survey	2014 Survey
	n=7	n=8	n=7	n=7	n=7	n=6
Board Organization and Operations						
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	7	7	6	7	7	6
Board members respect each others' opinions.	6	8	7	7	7	6
The board conducts its meetings in compliance with state laws, including The Brown Act.	7	8	7	6	6	6
Board members understand that they have no legal authority beyond board meetings.	6	7	7	7	6	6
Board members regularly seek the opinion of the student trustee.	7	8	6	7	6	6
Policy Role						
Board meetings focus on policy issues that relate to board responsibilities.	7	7	6	7	7	6
The board focuses on policy in board discussion, not administrative matters.	7	7	5	5	6	6
The board is knowledgeable about the mission and purpose of the institution.	7	8	7	6	7	6
The board clearly delegates the administration of the colleges to the chancellor.	7	8	7	7	7	6
The board ensures compliance with federal and state laws and measures for emergency response.	7	8	7	6	7	6
Strategic Planning						
The board understands the budget process.	6	7	6	7	7	6
The board gives adequate attention to the mission, goals, and future planning of the district.	6	7	6	6	7	6
The board regularly develops and reviews goals for continuous improvement.	5	6	6	7	7	6
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	5	6	6	7	7	6
The board understands the colleges' educational programs and services.	6	7	7	7	7	6
The board is appropriately involved in defining the vision and goals of the district.	6	4	6	5	6	6
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	6	7	6	7	7	6
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	7	7	7	7	7	6
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	7	7	7	7	7	6

RSCCD Board of Trustees Self-Evaluation Results, 2014-2019 (cont.)

	# "strongly agree" or "agree"					
	2019 Survey	2018 Survey	2017 Survey	2016 Survey	2015 Survey	2014 Survey
	n=7	n=8	n=7	n=7	n=7	n=6
Board Relations with the Chancellor, Presidents, and Staff						
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	7	7	6	7	7	6
The board keeps the chancellor informed of community contacts.	7	6	7	6	7	6
The board follows a procedure for annual evaluations of the chancellor.	7	8	7	4	7	6
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	7	7	7	6	7	6
The board and chancellor have a positive, cooperative relationship.	7	7	7	7	7	6
The board understands its role and that of the chancellor, presidents, faculty, and staff.	6	8	7	7	7	6
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	7	6	7	7	7	6
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	7	5	7	5	6	6
The board follows communication procedures with staff.	6	7	7	7	6	6
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	7	6	6	7	5	6
Community Relations/Advocacy						
Board members are knowledgeable about community college and state-related issues.	7	8	7	7	7	5
The board acts as an advocate for community colleges.	7	8	7	7	7	6
Board members participate actively in community activities.	7	8	7	7	7	6
Board agendas include legislative and state policy issues that will impact the district.	6	8	6	7	7	6
Board members act on behalf of the entire community.	6	8	5	7	7	6
The board recognizes and celebrates positive accomplishments of the district and colleges.	7	8	7	7	7	6
The board works to build a positive image of the district in the community.	7	8	7	7	7	6
Board members adhere to policies for dealing with college, community citizens, and the media.	7	8	7	7	7	6
The community and district employees are aware of who the elected trustees are and their role in district governance.	6	7	6	7	6	6
Board Leadership, Ethics, and Standards of Conduct						
The board understands collective bargaining and its role in the process.	7	6	7	7	6	6
The board practices appropriate collegial consultation (participatory governance).	7	7	6	7	7	6
The board maintains confidentiality of privileged information.	6	7	7	7	6	6
The board makes decisions in the best interest of students, the colleges, and the entire district.	7	8	7	7	7	6
The board operates ethically without conflict of interest following established board policies.	7	8	7	7	7	6
Board members participate in trustee development activities.	7	7	6	6	7	6

2019 Respondents' Comments

Board's greatest strengths:

- Respect for each other
- Respecting all viewpoints at board meetings and outside of procedural board meetings. Ability to work together to handle large issues, such as the hiring of Chancellor earlier in the year.
- Good working relationship with Chancellor and the cabinet. Good community outreach and presence in the community.
- Productive board meetings. Board has professional relationship with each other. Board member actively participate in events within the community to demonstrate strong support for our residents.
- Collegial atmosphere and respect
- Understanding of our policy role
- Asserts a strong policy and oversight role but defers to the Chancellor on managing the District and to the Academic Senate where appropriate. Board largely reflects the diversity of our district. Board members strong advocates for student success in the community and communicate well with elected leaders at the local, state and national level. Board members participate in professional board member development to ensure compliance with California laws and accreditation standards. member development

Major accomplishments of the Board in the past year:

- New chancellor
- Search and appointment of new Chancellor. CEC long-term lease at Centennial Park. Decisions on OEC replacement.
- Selected new Chancellor, approved multi-year contracts with employee bargaining units and secured an 85 year lease for the Centennial Education Center.
- Hired a highly competent and qualified chancellor. Reach solid contracts with faculty and staff. (FARSCCD, SEA79, 88 etc.) Reached long overdue decision and acted upon the OEC bldg. Recognized and awarded certificates to deserving students faculty (veterans, teachers, distinguished faculty, etc.)
- Hiring new chancellor, Renovation of SAC, Fiscal controls
- New chancellor 3 year contracts
- Selection of a new Chancellor with a process that ensured a smooth transition. Settlement of most employee contracts. Placed a facilities bond on the ballot which will benefit both campuses. Allocated resources to programs that lead to student success. Conducted oversight on student health clinics, helping expose inadequate services for evening students

Areas in which the Board could improve:

- Communications
- Providing for study sessions/retreats for full board.
- The Board could improve in making sure that discrepancies by one board member are addressed swiftly if found to be accurate. By not doing so, his continued disregard and disrespect for policy, the district, it's colleges and advise from his board colleagues can present future liability to the district.
- Although board has strictly policy against "micromanaging", one particular trustee has continually violated policy without consequences. Board should act promptly to investigate such violations and "censor" the trustee, if appropriate.
- I made several "chancellor" related questions and "agree" because we are still in Honeymoon period with new chancellor and wanted to leave room to grow and solidify
- Ensure students and employees have a better understanding of trustee roles and activities. Ensure more consistent oversight in student services and other areas while working with the Chancellor. Develop a continuing education model for trustees to ensure they understand their role as a trustee.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Chancellor's Office)

To:	Board of Trustees	Date: December 9, 2019
Re:	List of 2020 Conferences and Legislative Executive Visits for Board Members	
Action:	Information	

BACKGROUND

On October 8, 2012, the Board of Trustees approved BP 2735 Board Member Travel which includes the following:

The Board President, in conjunction with the Chancellor, will prepare a list of conferences and legislative executive visits that Board members may wish to attend or will assist Board members in their continuing education and fulfillment toward the mission of the district. The Chancellor, in consultation with the Board President, shall prepare a budget for board travel.

RECOMMENDATION

Board Policy 2735 and a list of conferences and legislative executive visits that board members may wish to attend is provided as information.

Fiscal Impact: To Be Determined by Conferences/Legislative Visits Attended	Board Date: Dec. 9, 2019
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Marvin Martinez, Chancellor	
Recommended by: Marvin Martinez, Chancellor	

Conferences Board Members may wish to attend in 2020

January 26-27, 2020

All day **CCLC Annual Legislative Conference** (estimated cost: \$1,100-\$1,800)
Sheraton Grand Hotel, Sacramento, California

February 9-12, 2020 (estimated cost: \$2,700-\$3,800)

ACCT National Legislative Summit
Washington Marriott Marquis Hotel, Washington, D.C.

April 2020 (estimated cost: \$1,200)

SSCCC Spring General Assembly (student trustee)
Location TBD

May 1-3, 2020 (estimated cost: \$2,100)

CCLC Annual Trustees Conference
Hilton Torrey Pines, La Jolla, California

June 2020 (estimated cost: \$3,700)

NALEO Annual Conference
Location TBD

August 7-9, 2020 (estimated cost: \$1,200)

CCLC Student Trustee Workshop
Crowne Plaza Hotel, San Francisco, California

September 30 to October 3, 2020 (estimated cost: \$3,600)

ACCT Annual Leadership Congress
Location TBD

November 2020 (estimated cost: \$1,200, depending on location)

SSCCC Fall 2020 General Assembly (student trustee)
Location TBD

Conferences Board Members may wish to attend in 2020

November 19-21, 2020 (estimated cost: \$3,800, depending on location)

CCLC Annual Convention

Hyatt Regency, San Francisco, California

ACCT – Association of Community College Trustees

CCLC – Community College League of California

NALEO - National Assoc. of Latino Elected & Appointed Officials

SSCCC – Student Senate for California Community Colleges

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

December 9, 2019

MANAGEMENT

Leave of Absence

Cuellar, Estela
Interim Director, Special Programs
Academic Affairs
Santiago Canyon College

Effective: November 17 – December 1, 2019
Reason: FMLA/Parental Leave

FACULTY

Ratification of Resignation/Retirement

Argo, Rosemary
Professor, Kinesiology
Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: December 13, 2019 (Last Day)
Reason: Retirement

Gallego, Robert
Professor/Counselor
Counseling Division
Santa Ana College

Effective: January 31, 2020 (Last Day)
Reason: Retirement

Moore, Kathleen
Professor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: July 1, 2020
Reason: Retirement

Change of Classification

Babayan, Diana
Professor, ESL
Arts, Humanities & Social Sciences
Santiago Canyon College

Effective: August 19, 2019
From: Class V-16 (M) \$110,766.24/Year
To: Class VI-16 (1) \$113,765.31/Year

Barnard, Rebecca
Associate Professor/Coordinator/Health
Center Nurse
Health & Wellness Center
Student Services
Santa Ana College

Effective: July 31, 2019
From: Class III-15(M) \$111,884.76/Year
To: Class V-15 \$118,456.15/Year
From: III-5 \$74.03/Lecture Hour
To: IV-5 \$77.73/Lecture Hour

FACULTY (CONT'D)

Change of Classification (cont'd)

Bautista, Steven
Professor/Counselor/Coordinator, Center
For Teacher Education
Counseling Division
Santa Ana College

Effective: July 31, 2019
From: Class V-16 (M) \$121,527.45/Year
To: Class VI-16 (1) \$124,817.80/Year

Buechler, Michael
Associate Professor, Manufacturing Technology
Human Services & Technology Division
Santa Ana College

Effective: August 19, 2019
From: Class III-15 (M) \$101,977.61/Year
To: Class V-15 \$107,967.59/Year
From: III-5 \$74.03/Lecture Hour
To: IV-5 \$77.73/Lecture Hour

Carriger, Lisa
Assistant Professor, Nursing
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 19, 2019
From: Class V-9 \$91,158.13/Year
To: Class VI-9 \$94,147.86/Year

Engstrom, Vanessa
Associate Professor, Geography
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 19, 2019
From: Class IV-15 \$104,976.66/Year
To: Class V-15 \$107,967.59/Year

Hardy, Michelle
Associate Professor, Human Development/Early
Childhood Education/Child Development
Human Services & Technology Division
Santa Ana College

Effective: August 19, 2019
From: Class V-16 (M) \$110,766.24/Year
To: Class VI-16 (1) \$113,765.31/Year

King, Judith
Assistant Professor/Librarian
Fine & Performing Arts Division
Santa Ana College

Effective: August 19, 2019
From: Class IV-8 \$85,353.40/Year
To: Class V-8 \$88,352.47/Year

Lamourelle, Chantal
Professor, Human Development
Business & Career Education Division
Santiago Canyon College

Effective: August 19, 2019
From: Class III-14 \$99,174.28/Year
To: Class V-14 \$105,167.76/Year
From: III-5 \$74.03/Lecture Hour
To: IV-5 \$77.73/Lecture Hour

Martino, Danielle
Professor, Astronomy
Mathematics & Sciences Division
Santa Ana College

Effective: August 19, 2019
From: Class IV-16(M) \$107,779.99/Year
To: Class V-16 (M) \$110,766.24/Year

FACULTY (CONT'D)

Change of Classification (cont'd)

McCallick, Mark
Associate Professor, Accounting
Business Division
Santa Ana College

Effective: August 19, 2019
From: Class IV-16 (M) \$107,779.99/Year
To: Class V-16 (M) \$110,766.24/Year

Meckes, Ana
Assistant Professor/Counselor
Counseling Division
Santa Ana College

Effective: July 31, 2019
From: Class III-15 (M) \$111,884.76/Year
To: Class IV-15 \$115,175.13/Year
From: III-5 \$74.03/Lecture Hour
To: IV-5 \$77.73/Lecture Hour

Mirbeik Sabzevary, Mohammadreza
Assistant Professor, Mathematics-Basic Skills
Continuing Education Division
Santa Ana College

Effective: August 12, 2019
From: Class II-12 \$90,579.04/Year
To: Class III-12 \$93,571.13/Year
From: II-5 \$70.50/Lecture Hour
To: III-5 \$74.03/Lecture Hour

Nguyen, Thu Thi
Associate Professor/Counselor
Counseling Division
Santa Ana College

Effective: July 31, 2019
From: Class IV-16 (M) \$118,251.08/Year
To: Class V-16 (M) \$121,527.45/Year

Pastrana, Leo
Associate Professor/Counselor
Counseling Division
Santa Ana College

Effective: July 31, 2019
From: Class III-12 \$102,661.53/Year
To: Class V-12 \$109,227.08/Year
From: III-5 \$74.03/Lecture Hour
To: IV-5 \$77.73/Lecture Hour

Rabii-Rakin, Narges
Professor, History
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 19, 2019
From: Class VI-A (3) \$117,963.31/Year
To: Class VII-A (3) \$121,087.03/Year

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

Effective: August 19, 2019
From: Class II-10 \$84,974.74/Year
To: Class III-10 \$87,970.31/Year
From: II-5 \$70.50/Lecture Hour
To: III-5 \$74.03/Lecture Hour

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

Effective: August 19, 2019
From: Class III-12 \$93,571.13/Year
To: Class IV-12 \$96,564.38/Year
From: III-5 \$74.03/Lecture Hour
To: IV-5 \$77.73/Lecture Hour

FACULTY (CONT'D)

Change of Classification (cont'd)

Shields, Jolene
Professor, ABE/HSS
Continuing Education Division
Santiago Canyon College

Effective: August 12, 2019
From: Class V-16 (M) \$110,766.24/Year
To: Class VI-16 (1) \$113,765.31/Year

Shirah, Melissa
Assistant Professor, Accounting
Business & Career Education Division
Santiago Canyon College

Effective: August 19, 2019
From: Class II-14 \$96,181.04/Year
To: Class III-14 \$99,174.28/Year
From: II-5 \$70.50/Lecture Hour
To: III-5 \$74.03/Lecture Hour

Smith, Mark
Professor, Anatomy/Physiology
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19, 2019
From: Class IV-16 (M) \$107,779.99/Year
To: Class VI-16 (1) \$113,765.31/Year

Taylor, Michael D.
Professor, Botany/Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 19, 2019
From: Class V-16 (M) \$110,766.24/Year
To: Class VI-16 (1) \$113,765.31/Year

Trone, Jinhee
Professor, Accounting
Business Division
Santa Ana College

Effective: August 19, 2019
From: Class IV-16 (M) \$107,779.99/Year
To: Class V-16 (M) \$110,766.24/Year

Vasquez, Michelle
Associate Professor, Nursing (Obstetric/Pediatric)
Science, Mathematics & Health Sciences Division
Santiago Canyon College

Effective: August 19, 2019
From: Class V-11 \$96,760.11/Year
To: Class VI-11 \$99,753.34/Year

Part-time Hourly New Hires/Rehires

Dassero, Sarah K.
Instructor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: December 9, 2019
Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56

De la Rosa, Rene S.
Instructor, Criminal Justice/Code & Statutes
Human Services & Technology Division
Santa Ana College

Effective: December 9, 2019
Hourly Lecture/Lab Rates: I-3 \$60.91/\$54.82

FACULTY (CONT'D)

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

Gotreau, Scott A. Effective: December 2, 2019
Instructor, High School Subject Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Harris, Andrea L. Effective: December 9, 2019
Instructor, Art Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Jimenez, Julio A. Effective: November 18, 2019
Instructor, Older Adults/Physical Fitness Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Maloney, Mary Grace Effective: December 9, 2019
Librarian Hourly Rate: II-3 \$54.36
Institutional Effectiveness/Library &
Learning Support Services Division
Santiago Canyon College

McMurtrey, Megan A. Effective: December 9, 2019
Instructor, English Hourly Lecture Rate: II-3 \$63.96
Art, Humanities & Social Sciences Division
Santiago Canyon College

Perez, Lakyshia M. Effective: November 2, 2019
Instructor, High School Subjects Hourly Lecture Rate: III-3 \$54.53
Continuing Education Division (OEC)
Santiago Canyon College

Phan, Phuong T. Effective: November 18, 2019
Instructor, Vocational/Computer Applications Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Pirrelli, Joseph A. Effective: December 2, 2019
Instructor, Vocational/Business Skill Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (OEC)
Santiago Canyon College

FACULTY (CONT'D)

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

Plouffe, David A
Instructor, Art
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: December 9, 2019
Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56

Pham, Victor
Instructor, Biology (equivalency)
Mathematics & Sciences Division
Santiago Canyon College

Effective: December 9, 2019
Hourly Lecture Rate: I-3 \$60.91

Schwartz, Roni B.
Instructor, Adults w/Disabilities/Workforce Prep
Continuing Education Division (OEC)
Santiago Canyon College

Effective: December 9, 2019
Hourly Lecture Rate: II-3 \$53.19

Tamminga, Scott R.
Instructor, Biology
Science, Math & Health Sciences Division
Santa Ana College

Effective: December 9, 2019
Hourly Lecture/Lab Rates: IV-3 \$70.50/\$63.46

Non-paid Instructors of Record

Gloudeman, Eugene H.
Instructor, Apprenticeship/Power Lineman
Instructor Service Agreement/
Cal Nevada JATC
Business & Career Technical Education Division
Santiago Canyon College

Effective: November 12, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
DECEMBER 9, 2019**

CLASSIFIED

2019-2020 CSEA Chapter 579 Permanent Salary Schedule Attachment #1

2020-2021 CSEA Chapter 579 Permanent Salary Schedule Attachment #2

2021-2022 CSEA Chapter 579 Permanent Salary Schedule Attachment #3

New Appointment

Kim, Young Effective: November 19, 2019
Digital Media Specialist (CL19-1304) Grade 15, Step1 \$58,606.02
President's Office, SAC

Parvar, Mahbod Effective: November 18, 2019
Research Analyst (CL19-1302) Grade 16, Step 6 \$79,364.59
Institutional Effectiveness, Library &
Learning Support Services/ SCC

Sierra, Elizabeth Effective: November 20, 2019
Counseling Assistant (CL19-1320) Grade 5, Step 1 \$37,272.33
Counseling/ SCC

Hourly Ongoing to Contract

Siy, James Effective: November 12, 2019
Athletic Trainer/Therapist (CL19-1333) Grade 15, Step 1 \$58,606.02
Kinesiology/ SCC

Professional Growth Increments

Aguila, Victor Effective: January 1, 2020
Admissions & Records Spec. I/ Grade 6, Step 6 + 12.5%L + 2.5%Bil
Admissions/ SAC + 8 PG (4000) \$60,736.25

Gordon, Sylvia Effective: January 1, 2020
Admissions & Records Spec. I/ Grade 6. Step 6 + 12.5%L + 1PG (500)
Admissions/ SAC \$56,002.85

Professional Growth Increments cont'd

Hale, Kristine Science Lab Coordinator/ Science & Math/ SCC	Effective: January 1, 2020 Grade 13, Step 6 + 7.5%L + 2PG (1000) \$73,289.77
Nguyen, Brian Financial Aid Analyst/ Financial Aid/ SAC	Effective: January 1, 2020 Grade 11, Step 4 + 1PG (500) \$55,545.84
Sehm, Mary Administrative Secretary/ Admissions & Records/ SAC	Effective: January 1, 2020 Grade 12, Step 6 + 2PG (1000) \$64,905.22
Tse, En Teh Auxiliary Services Specialist/ Continuing Ed./ OEC	Effective: January 1, 2020 Grade 10, Step 6 + 5%L + 11PG (5500) \$66,489.98

Out of Class Assignment

Cadenas, Marlon Counseling Assistant/ EOPS/ SAC	Effective: 11/16/19 – 12/31/19 Grade 5, Step 4 + 1PG (500) \$43,660.31
Styffe, Amy Director Special Program/Career Ed./ SCC	Effective: 11/16/19 – 11/29/19 Grade H, Step 1 \$92,052.75 <i>Supervisory</i>
Tuon, Sophanareth Lead Custodian/ Admin. Services/ SAC	Effective: 11/01/19 – 11/05/19 Grade 8, Step 6 + 7.5%L + 7.5%GY \$61,413.08

Return to Regular Assignment

Styffe, Amy Administrative Secretary/ Career Ed./ SCC	Effective: November 30, 2019 Grade 12, Step 6 + 5%L \$65,502.85
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Change in Position/Location

Miranda Zamora, Cristina From: Auxiliary Services/Admin. Services/ SAC To: Administrative Secretary (CL19-1332) Academic Affairs/ SAC	Effective: November 19, 2019 Grade 12, Step 2 \$52,567.41
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Change in Position/Location cont'd

Nguyen, Hung
Business Systems Analyst
From: Enrollment/ SAC
To: President's Office/ SAC (Reorg 1159)
Effective: January 1, 2020
Grade 15, Step 6 + 2.5%L + 9PG (3000)
\$79,674.94

Tuon, Sophanareth
From: Sr. Custodian
To: Lead Custodian (CL19-1325)
Admin. Services/ SAC
Effective: November 6, 2019
Grade 8, Step 6 + 7.5%L + 7.5%GY
\$61,413.08

Leave of Absence

Duong, Linda
Applications Specialist I/ Fine &
Performing Arts/ SAC
Effective: 11/08/19 – 01/28/20
Reason: FMLA/Parental Leave

White, Kathy
Sr. Accountant/ Admin. Services/ SCC
Effective: 08/02/19 – 10/14/19
Reason: Maternity Leave
Effective: 10/14/19 – 01/03/20
Reason: FMLA/Parental Leave

CLASSIFIED HOURLY

New Appointments

Alvarado, Alejandra
Student Services Specialist (CL19-1324)
Counseling/ SCC
Effective: November 14, 2019
19 Hours/Week 12 Months/Year
Grade 10, Step A \$21.80/Hour

Capistran, Guadalupe
Student Services Specialist (CL19-1318)
Student Affairs/ SAC
Effective: November 13, 2019
19 Hours/Week 12 Months/Year
Grade 10, Step A \$21.80/Hour

Samodumov, Stefan
Custodian (CL19-1293)
Administrative Services/ SCC
Effective: November 21, 2019
19 Hours/Week 12 Months/Year
Grade 4, Step A \$17.29/Hour

Temporary to Hourly Ongoing

Lopez Gomez, Valentin
Custodian (CL19-1358)
Administrative Services/ SCC
Effective: November 18, 2019
19 Hours/Week 12 Months/Year
Grade 4, Step A \$17.29/Hour

Professional Growth Increments

Gandarilla, Frank Instructional Assistant/ Continuing Ed./ CEC	Effective: January 1, 2020 Grade 5, Step A + 9 PG (2250) \$17.85/Hour + \$187.50/Mo. PG
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Out of Class Assignment

McMinimy, Tawny Accountant/ Admin. Services/ SCC	Effective: 09/21/19 – 12/13/19 19 Hours/Week 12 Months/Year Grade 13, Step A \$25.22/Hour
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Nguyen, Jay International Student Program Specialist/ Student Services/ SCC	Effective: 01/01/20 – 06/30/20 19 Hours/Week 12 Months/Year Grade 11, Step A \$22.76/Hour
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Ratification of Resignation/Retirement

Flores, Christopher District Safety Officer/ District Safety/ District	Effective: November 15, 2019 Reason: Resignation
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Maldonado Apaez, Lizbeth Instructional Assistant-DSPS/ Student Services/ SCC	Effective: June 7, 2019 Reason: Resignation
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Montanez, Hortensia Counseling Assistant/ Continuing Ed./ OEC	Effective: November 14, 2019 Reason: Resignation
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Perez, Andres Instructional Assistant/ Continuing Ed./ OEC	Effective: November 1, 2019 Reason: Resignation
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Pita, Lazaro District Safety Officer/ District Safety/SCC	Effective: November 23, 2019 Reason: Resignation
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TEMPORARY ASSIGNMENT

Short Term Assignment

Rodriguez, Stephanie Instructional Assistant/ Counseling/ SAC	Effective: 12/10/19 – 06/30/20 Grade 5, Step A \$17.85/Hour
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Short Term Assignment cont'd

Weber, Elizabeth Senior Clerk/ Student Affairs/ SAC	Effective: 12/10/19 – 06/30/20 Grade 8, Step A \$20.01/Hour
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Change in Temporary Assignment

Carrera, Paloma Lifeguard/ Kinesiology/ SAC	Effective: 11/05/19 – 06/30/20 Grade 5, Step A \$17.85/Hour
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Cochran, Ian Learning Facilitator/ Science & Math/ SAC	Effective: 09/11/19 – 09/11/19 Grade 8, Step A \$20.01/Hour
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Leboeuf, Kristin Executive Secretary/ Academic Affairs	Effective: 10/28/19 – 01/31/20 Grade 14, Step A \$26.57/Hour
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Weatherholt, Branden Learning Facilitator/ Science & Math/ SAC	Effective: 08/15/19 – 12/14/19 Grade 8, Step A \$20.01/Hour
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Additional Hours for Ongoing Assignment

Espinoza, Sandra Student Services Specialist/ Student Services/ SAC	Effective: 11/04/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
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McMinimy, Tawny Accountant/ Administrative Services/ SCC	Effective: 11/04/19 – 12/13/19 Not to exceed 19 consecutive working days in any given period.
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Nguyen, Jay International Student Prog. Spec./ Student Services/ SCC	Effective: 01/01/20 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
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Silk, Jesse Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 11/04/19 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
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Substitute Assignments

Hermen, Lisa Auxiliary Services Spec./ Administrative Services/ SCC	Effective: 11/12/19 – 12/31/19
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Substitute Assignments cont'd

Linares, Nestor Gardener/Utility Worker/ Administrative Services/ SAC	Effective: 11/01/19 – 06/30/20
Navarrete, Luz Publications Assistant/ Continuing Ed./ CEC	Effective: 10/28/19 – 06/30/20
Vargas, David Gardener/Utility Worker/ Administrative Services/ SAC	Effective: 11/11/19 – 06/30/20

MISCELLANEOUS POSITIONS

Kobayashi, Grant Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 10/02/19 – 06/30/20
MacKary, Mona Health Educator/ Student Services/ SAC	Effective: 11/07/19 – 06/30/20
Martinez, Andre Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 10/02/19 – 06/30/20
Witham, Jennifer Model/ Fine & Performing Arts/ SCC	Effective: 11/19/19 – 06/07/20

Instructional Associates/Associate Assistants

Criminal Justice

Dean, Wesley	Effective: 12/10/19
Healey, Lance	Effective: 12/10/19

VOLUNTEERS

Reddick, Maddison Volunteer Driver/ Kinesiology/ SAC	Effective: 12/10/19 – 06/30/20
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SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Juarez Huilca, Peggy S.	Effective: 11/08/19-06/30/20
Martinez, Sinai	Effective: 11/07/19-06/30/20

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To:	Board of Trustees	Date: December 9, 2019
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Centers – CSEA Chapter 888	
Action:	Request of Initial Bargaining Proposal and Request for Approval to Schedule 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 on and formally adopts its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees schedule a public hearing for the next regularly scheduled board meeting

Fiscal Impact: None	Board Date: December 9, 2019
Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Submitted by: Tracie Green, 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 CENTER – CSEA CHAPTER 888**

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 District’s Child Development Center Chapter 888 for the 2018 – 2021 term.

Article 8 – Wages and Hours

- The district has an interest in maintaining a salary schedule supported by the appropriate categorical funds.

Article 11 – Health and Welfare

- The district has an interest in maintaining the district contributions for health and welfare as supported by the appropriate categorical funds.

Article 2 – Evaluation

- The district has an interest in clarifying language regarding the procedures for evaluation.
- Forms utilized in evaluation

Article 21 – Professional Responsibility and Workload

- The district has an interest in discussion of planning and assessment activities.
- Workload

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES

To:	Board of Trustees	Date:	December 9, 2019
Re:	Approval of Service Agreement with Southern California American Red Cross		
Action:	Request for Approval		

BACKGROUND

Many of our district sites partner with the Southern California American Red Cross for blood drives throughout the year. Each time one of our sites submits a request to hold a blood drive, the Southern California American Red Cross is required to complete a Facilities Use Agreement and provide us with copies of their insurance and additional insured endorsement paperwork. This process can be cumbersome for both the district and the Red Cross personnel.

ANALYSIS

This 5-year Service Agreement will cover all district sites and will include our required hold harmless/indemnification language and insurance requirements. Therefore, when a site requests to hold a blood drive in the future, all that will be required is to schedule the blood drive with the Southern California American Red Cross without processing any additional paperwork and saving time for both parties.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Service Agreement with Southern California American Red Cross for the period of December 10, 2019 through June 30, 2024.

Fiscal Impact: None	Board Date: December 9, 2019
Prepared by: Don Maus, Director, Workplace Safety and Risk Management	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	



SERVICE AGREEMENT

This Services Agreement ("Agreement") is made and entered by and between **Rancho Santiago Community College** ("District"), a public community college district organized under the laws of the State of California with its principal place of business at 2323 N. Broadway, Santa Ana, Ca 92706, and **Southern California American Red Cross** ("Provider"), incorporated under the laws of the State of California with its principal place of business at 601 N. Golden Circle, Santa Ana, CA 92705. District and Provider are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Provider is a professional whose members are licensed by the State of California to perform such services; and

WHEREAS, Provider possesses such necessary skill and expertise and proposes to provide such services to District;

NOW THEREFORE, the parties agree as follows:

1.0 SCOPE OF WORK. Services to be provided by Provider:

- 1.1 Provider shall provide education and screening at blood drives located at the District's campuses for students, faculty, and staff. Dates and times to be scheduled by individual district representatives at each campus.
- 1.2 Provider shall furnish, at Provider's own expense, all labor, materials, equipment, supplies, and other items necessary to complete the services under this Agreement. Agreement shall perform all services in accordance with current and generally accepted principles and practices of Provider's profession.

2.0 TERM. The term of this Agreement shall begin **once fully executed by both parties**, and end on **June 30, 2024**. This Agreement may be terminated by either party at any time with or without cause by giving written notice to one another no less than ten (10) working days prior to the requested termination date.

3.0 COMPENSATION, EXPENSES AND INVOICING. Services shall be provided by Provider at no cost to the District.

4.0 INDEMNIFICATION. Each Party agrees to indemnify, defend, and hold harmless the other party, its Board of Trustees, directors, officers, employees, volunteers, and agents from and against any and all liabilities, claims, damages, losses and costs (including reasonable attorneys' fees) ("Losses"), to the extent such Losses result from or attribute to negligent acts or omissions of the indemnifying party or any of its directors, officers, employees or agents in the performance of this Agreement. Each Party shall notify the other Party promptly of any claims for which indemnification is sought.

5.0 INSURANCE. Provider agrees to maintain, during the performance of the services covered by this Agreement, at its sole expense, the following insurance coverages with limits of not less than those designated below:

- (a) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence, including bodily injury, broad form property damage and blanket contractual liability. 
- (b) **Workers' Compensation:** Statutory Form.
- (c) **Employers' Liability:** \$1,000,000 per occurrence.

- (d) **Automobile Liability Insurance:** \$1,000,000 combined single limit covering all owned, non-owned and hired vehicles.



The commercial general liability policy shall be primary and non-contributing with respect to any other insurance which may be maintained by the DISTRICT.

- 5.1 **The commercial general liability policy, shall be endorsed to include the Rancho Santiago Community College District as an additional insured.**
- 5.2 The District does not represent or warrant that the types or limits of insurance adequately protect Provider's interest or sufficiently cover Provider's liability. Failure by Provider to maintain the insurance coverages specified herein shall be considered a material breach of this Agreement.
- 5.3 Prior to commencing work, Provider will furnish District with properly endorsed certificates of insurance that are reasonably acceptable to District which provide that notice will be provided to District should the above referenced policies cancel or materially change before the effective date thereof. All certificates must be sent to: Rancho Santiago Community College District, Attn: Purchasing, 2323 N. Broadway, Santa Ana, Ca 92706.
- 6.0 INDEPENDENT CONTRACTOR.** Provider, in the performance of this Agreement, shall be and act as an independent contractor. Provider understands and agrees that Provider's employees shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District, including, but not limited to, State Unemployment Compensation, Workers' Compensation insurance. Provider assumes the full responsibility for Provider's acts or liabilities including those of Provider's employees or agents as they relate to the services performed under this Agreement. Provider shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes, with respect to Provider's employees. The District will not withhold taxes for Provider or Provider employees or independent subcontractors. Provider agrees to indemnify, defend and hold District harmless from and against any and all liability arising from any failure of Provider to pay or withhold any applicable tax when due.
- 7.0 CONFLICT OF INTEREST.** Provider shall not hire any officer or employee of the District to perform any service covered by this Agreement. Provider affirms that to the best of Provider's knowledge there exists no actual or potential conflict between Provider's family, business, or financial interests and the services provided under this Agreement, and in the event of change in either private interests or service under this Agreement, any question regarding possible conflict of interest which may rise as a result of such change will be raised with District. Provider shall not be in a reporting relationship to a District employee who is a near relative, nor shall the near relative be in a decision-making position with respect to Provider.
- 8.0 COMPLIANCE WITH APPLICABLE LAWS.** The services completed herein must meet the approval of District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Provider 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 Provider, Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- 8.1 Provider and all Provider's employees and agents shall secure and maintain in full force such permits and licenses as are required by law in connection with the performing services under this Agreement.
- 9.0 DRUG-FREE WORKPLACE POLICY AND REQUIREMENTS.** While performing any service under this Agreement, the Provider's employees, agents, or subcontractors shall not: (a) be under the influence of alcohol or any controlled substance, (b) use, possess, distribute, or sell illicit or unprescribed controlled drugs, drug paraphernalia, or alcoholic beverages, or (c) misuse legitimate prescription drugs.

- 10.0 ANTIDISCRIMINATION IN EMPLOYMENT.** Provider agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.
- 11.0 FORCE MAJEURE.** Neither Party shall be in default for any failure or delay in performance hereunder when such failure or delay is the result of a force majeure, which is hereby defined as any unforeseeable event which is beyond that Party's reasonable control and without its fault or negligence. Such events may include, but are not restricted to: (a) acts of God or of the public enemy, (b) acts of government in either its sovereign or contractual capacity, (c) strikes, lockouts or other industrial disputes, (d) riots, mutinies, civil commotion, war or war-like operations, or sabotage.
- 12.0 GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the County of Orange, California.
- 13.0 ASSIGNMENT AND APPROVAL TO SUBCONTRACT.** This Agreement is for the exclusive services of Provider. The obligations of the Provider pursuant to this Agreement shall not be assigned or subcontracted to another entity or individual by Provider without the express written approval of District.
- 14.0 NO THIRD-PARTY RIGHTS.** Nothing in this Agreement is intended to make any person or entity who has not signed this Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.
- 15.0 NOTICE.** Any notice or demand may be served upon one Party by the other (a) by delivering it, in writing, to the other's representative at the address or e-mail address as set forth below, or (b) by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the other's representative at the address as set forth below.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT:

Representative: Donald Maus
 Director, Workplace Safety & Risk Management
 maus_donald@rsccd.edu

For Notices: RSCCD
 Peter J. Hardash
 2323 N. Broadway, 4th Floor
 Santa Ana, Ca 92706

SOUTHERN CALIFORNIA AMERICAN RED CROSS:

Representative: Vanessa Van Mil
 Senior Account Manager, Donor Resources Development
Vanessa.VanMil@redcross.org

For Notices: Southern California
American Red Cross
 601 N. Golden Circle
 Santa Ana, CA 92705

- 16.0 SECTION HEADINGS.** The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.
- 17.0 EXECUTION IN COUNTERPARTS.** This Agreement may be signed in counterparts, each of which shall constitute an original document.
- 18.0 NON-WAIVER.** The failure of District 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 District of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 19.0 SEVERABILITY.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

20.0 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](#).

21.0 ENTIRE AGREEMENT. This Agreement, and any attachments or exhibits incorporated by reference, constitute the entire and integrated agreement between District and Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by a writing signed by both District and Provider.

21.1 This Agreement and any attachments or exhibits incorporated by reference are complementary and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, this Agreement shall control over any such attachments or exhibits.

IN WITNESS WHEREOF, District and Provider have executed this Agreement on the date first written above,

**SOUTHERN CALIFORNIA AMERICAN RED
CROSS:**

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT:**

By: _____
Signature

By: _____
Signature

*Typed or Printed Name
Title*

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

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: December 9, 2019
Re:	Rancho Santiago Community College District Fall Diversity Report	
Action:	Information	

BACKGROUND

The Rancho Santiago Community College District Human Resources division continues to focus on the districts hiring practices to ensure that our policies and practice promote a culturally rich and diverse workforce.

ANALYSIS

Studies have clearly shown the educational benefits of a diverse faculty on student success. Our Equal Employment Opportunity (EEO) plan and statutory regulations of Title 5 require districts to collect and analyze data to identify employment trends. Our longitudinal data indicate that RSCCD is increasing our ethnically diverse employee groups. The data helps us to analyze any gaps and/or significant disparities in any of the underrepresented groups.

RECOMMENDATION

The RSCCD Fall Diversity Report is provided as information.

Fiscal Impact: None	Board Date: December 9, 2019
Item Prepared by: Tracie Green Vice Chancellor, Human Resources	
Item Submitted by: Tracie Green Vice Chancellor, Human Resources	
Item Recommended by: Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Annual Fall Diversity Report

Tracie Green
Vice Chancellor of Human Resources

November 24, 2019

7.5 (2)

Rancho Santiago Community College District

Diversity Report Fall 2019

Beginning In the Fall of 2017, the AR 7100 – Commitment to Diversity was approved by the district council to supplement and continue to support the districts’ commitment to diversity in employing qualified administrators, faculty, and staff members who are dedicated to student success.

In addition to the commitment to diversity, an annual report will be prepared for the board in the fall that shall include the demographics of the college staff and faculty as well as the new hires from the previous academic year.

The regulatory framework supporting the districts efforts is found in Title 5 section 5302 4.1, Education Code sections 87100 et seq., Accreditation Standard 3a .4, and RSCCD Board Policies and Administrative Regulations; 3420 – Equal Employment Opportunity (EEO) and 7100 – Commitment to Diversity.

The acknowledgment in this framework that “establishing and maintaining a richly diverse workforce is an ongoing process that requires continued institutional effort” and the understanding that diversity in the academic environment promotes cultural and social awareness that provides students an environment that models and supports academic achievement. The requirements of districts include:

- The EEO plan will be reviewed and updated every three years
- EEO training is required for all individuals who serve on screening/selection committees and advisory committees
- The collection of recruitment and hiring data and the longitudinal analysis of employment trends

Beginning in 2015, the State Chancellor’s Office modified the allocation formula for the EEO funds to increase compliance with Title 5 requirements. The EEO fund allocation model provided districts who met the EEO program criteria \$50,000 to assist in EEO training and resources that promoted innovative strategies in recruiting a diverse staff. In 2015 only 35 of the 72 districts met the multiple methods criteria, RSCCD received the \$50,000 allotment to continue our efforts in increasing the diversity of our employees. In 2018 all districts met the 9 multiple methods criteria to receive EEO fund allocations. Our allocation this year is \$45,000, we continue to use these funds in our efforts to increase the diversity of our employees.

The RSCCD Equal Employment Opportunity and Human Resource Plan is reviewed annually, and if relevant policies undergo legislative changes, this plan will be updated. The EEO plan outlines the Boards’ policies and administrative regulations on Equal Employment Opportunity, the Commitment to Diversity, and Recruitment and Hiring. The plan outlines:

- The delegation of authority in addressing EEO compliance issues with relevant laws and regulations
- The Human Resource Committee also serves as the EEO advisory committee, and is one of the districts’ participatory governance committees
- Notification and publication of the EEO plan (the plan is available on the districts website under HR division)

- The training required for screening/selection committees
- Analysis of the district workforce and applicant pools
- Other measures necessary to further equal employment opportunity

EEO training that outlines the statutory regulations and the awareness of implicit biases is provided to the district a minimum of twice a year. In 2018-2019 we provided six (6) EEO workshop opportunities with a total of 657 employees completing this EEO training requirement. This 4-hour training is facilitated by Liebert Cassidy and Whitmore (LCW) attorneys who have had significant contributions to the language we see in Title 5- EEO and Diversity. Along with this targeted compliance training, there are multiple workshops, webinars and conferences provided throughout the year on topics such as diversity and inclusion and the following:

- Meeting the Unique Needs of the LGBTQIA Student Population
- ACPA (CCPA) Spring Institute: Intersectionality and Inclusion
- Denim Day
- Poetic (Social) Justice: Dismantling Gender Violence
- Lunch and Learn: Why Pride?
- Celebrating Asian and Pacific and Pacific Islander Heritage
- "Building Support for Formerly Incarcerated Students at SCC"
- Umoja Conference XIV
- Real #114 Housing and Food Insecurities Conference

The collection of the data and the analysis of recruitment and hiring trends provides information that is a crucial component to ensure that our EEO policies and procedures support a diverse workforce and ensure the ability to identify and eliminate possible barriers to employment.

Each fall we focus on the reporting the recruitment hiring and of faculty based on our projected student enrollment. This number is reflected in the FON (faculty obligation number). For purposes of diversity, and analyzing longitudinal data, we look at the percentage of our new hires based on the number of all diverse (non-white) faculty and management hired, for the last 5 years (attachments 1-3) with graphs provide the visual distribution by year.

The data sets to follow indicate the level of diversity as of June 30, 2019. RSCCD total headcount of all employee groups (attachment 4-7) illustrates the total number of employees within all ethnic groups and gender:

- Full-Time Faculty: 43.99% diverse; 4.6 unknown (attachment 4)
- Part-Time Faculty: 41.41% diverse; 2.68% unknown (attachment 5)
- Classified: 76.81% diverse; .80% unknown (attachment 6)
- Management: 56.82% diverse; 1.52% unknown (attachment 7)

The longitudinal data derived from MIS reports to the Chancellor's office provides ethnicity data back to Fall 2000. This allows us to see the trend of specific employee groups by headcount each year. The

collection of demographic information including ethnicity continues to be a voluntary disclosure. This makes it difficult at times to determine precise diversity percentages. Another key element affecting percentage outcomes is the number of individuals who indicate multiple ethnicities. There are six main ethnic groups designated by the State Chancellor's office to reflect the data gathered. These are African American, Native American, Asian, Hispanic, unknown, and White non-Hispanic. This graph clearly indicates the impact of the last recession and state budget crisis and student enrollment in 2008/2009 which had a significant effect on staffing in the district. In 2010/2011, the district begins to see an increase in staffing notably in the diverse groups. The following employment groups in the fall of 2018 are:

- All Employee group, attachment 8
- Full Time Faculty, attachment 9
- Part Time Faculty, attachment 10
- Classified Staff, attachment 11
- Educational Administrator, attachment 12

In addressing the goals for 2018

The district made progress in increasing the diversity of our employee groups.

- In 2018, we filled 170 job openings, hired 26 management, 19 Faculty and 125 classified staff. Of those hired, one hundred twenty seven (127) or 75% are from diverse groups, one hundred (100) or 59% are female.
- The diversity of the applicant pools for the 170 filled job openings in different stages of the screening process:
 - Applications received: 8,946, 68% diverse
 - Selected candidates for interview: 1,590, 66% diverse
 - Hired: 170, 75% diverse
- There have been 7.01% increase in the diversity of the District's employees since 2009. On June 30, 2019, the total number of employees of the District was 1,269 (131 Full Time Management, 391 Faculty and 747 Full Time and Part Time ongoing Classified), of the 98% that identified their ethnicity, 821 or 65% diverse compared to, 803 or 57% of 1,392 employees in 2009. For the 10 year period, there is an increase in diversity. RSCCD Staff Profile Comparison 2009 and 2019, attachment 13

Identify any significant impact in any underrepresented group

- Provided information using the ethnicity/gender crosstab of applicant pools for each vacancy in every step of the selection process to work to identify if there was adverse impact on underrepresented groups. Further review is needed of the screening process and the crosstab to try and identify if there is disproportionate negative impact in any underrepresented group.

The District continues to review board policies and administrative regulations and update our EEO plan.

- The RSCCD EEO and Human Resources Plan will be updated in the 2021 academic year

Our goals are to continue to research methods to increase the recruitment and hiring of more diverse employee groups

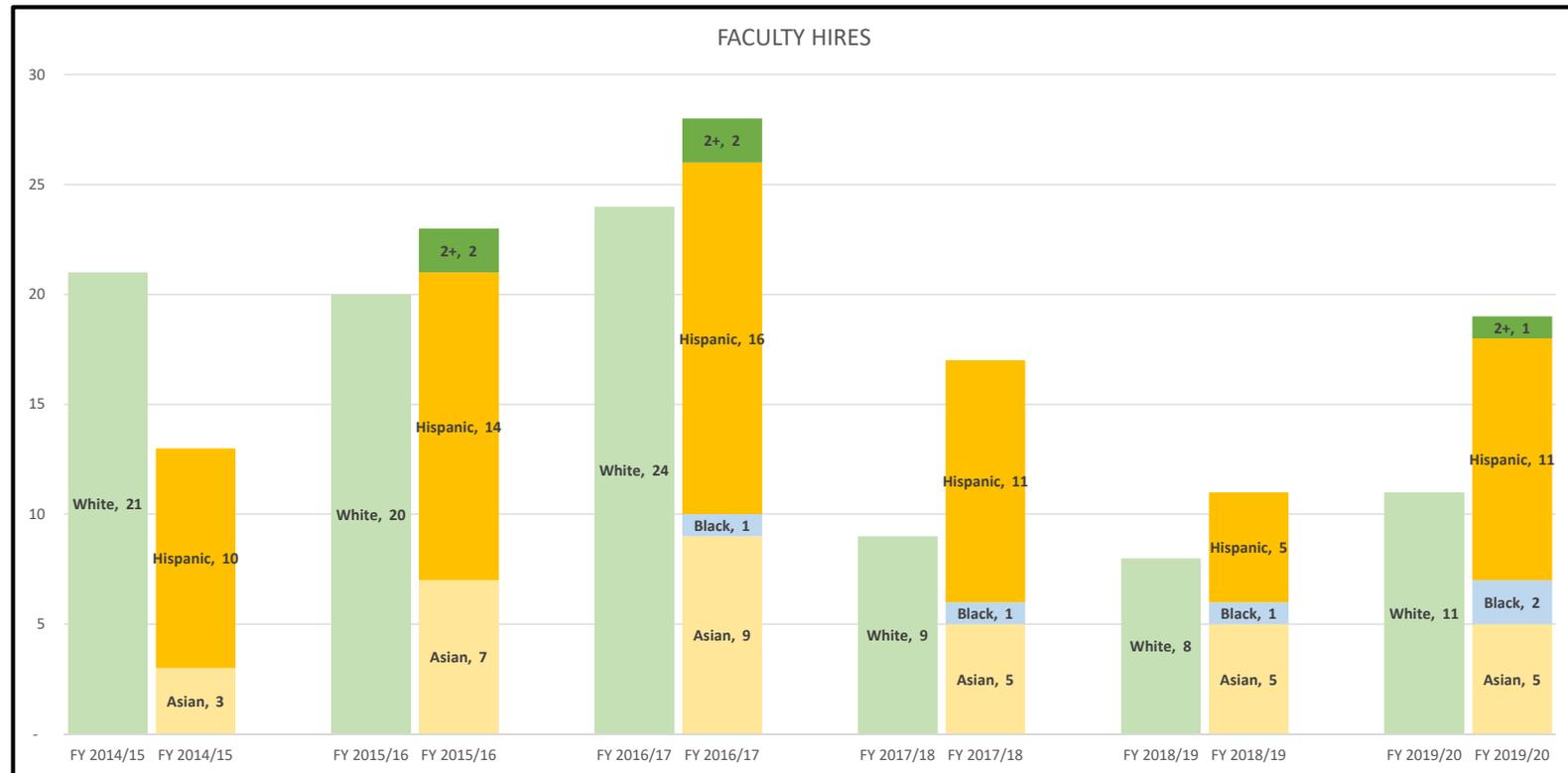
- On December 7, 2019 the district will participate with six other area districts for the first collaborative job Summit on hiring diverse faculty. There are over 839 pre-registered applicants for the event.
- Beginning implementation of NEOGOV's Applicant tracking and personnel requisition systems
- This year is the first time the District has had early submission of Faculty priority list of discipline for posting and recruitment before the end of the Fall Semester right after identifying the FON.
- To continue to work with the Southern California Community College School Districts to look at Best Practices for Diversity in Hiring.
- Internship programs
- Identifying barriers that may impact underrepresented group in the recruitment process

NEW HIRES PER FISCAL YEAR 2014-2020

FACULTY

FISCAL YEAR	ETHNICITY							TOTAL	% DIVERSE	GENDER		
	W	A	B	H	NA	2+	M			F	TOTAL	
FY 2014-2015	21	3	0	10	0	0	34	38%	18	16	34	
FY 2015-2016	20	7	0	14	0	2	43	53%	12	31	43	
FY 2016-2017	24	9	1	16	0	2	52	54%	15	37	52	
FY 2017-2018	9	5	1	11	0	0	26	65%	7	19	26	
FY 2018-2019	8	5	1	5	0	0	19	58%	12	7	19	
FY 2019-2020	11	5	2	11	0	1	30	63%	8	22	30	
6-YR TOTAL	93	34	5	67	0	5	204		72	132	204	

W = WHITE
 A = ASIAN
 B = BLACK
 H = HISPANIC
 NA = NATIVE AMERICAN
 2+ = TWO OR MORE ETHNICITY

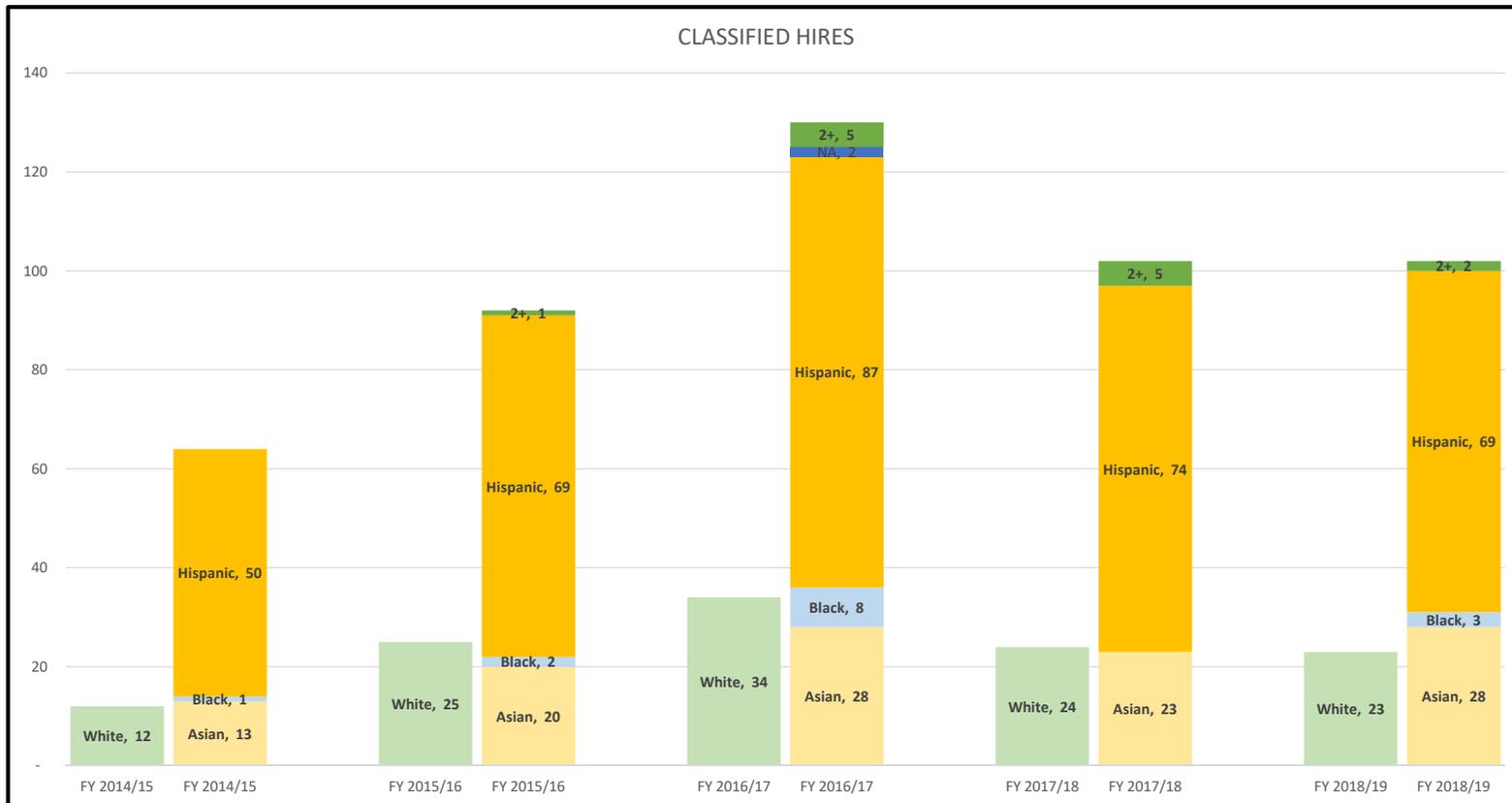


NEW HIRES PER FISCAL YEAR 2014-2019

CLASSIFIED

FISCAL YEAR	ETHNICITY								GENDER		
	W	A	B	H	NA	2+	TOTAL	% DIVERSE	M	F	TOTAL
FY 2014-2015	12	13	1	50	0	0	76	84%	39	37	76
FY 2015-2016	25	20	2	69	0	1	117	79%	36	81	117
FY 2016-2017	34	28	8	87	2	5	164	79%	54	110	164
FY 2017-2018	24	23	0	74	0	5	126	81%	43	83	126
FY 2018-2019	23	28	3	69	0	2	125	82%	54	71	125
5-YR TOTAL	118	112	14	349	2	13	608		226	382	608

W = WHITE
 A = ASIAN
 B = BLACK
 H = HISPANIC
 NA = NATIVE AMERICAN
 2+ = TWO OR MORE ETHNICITY

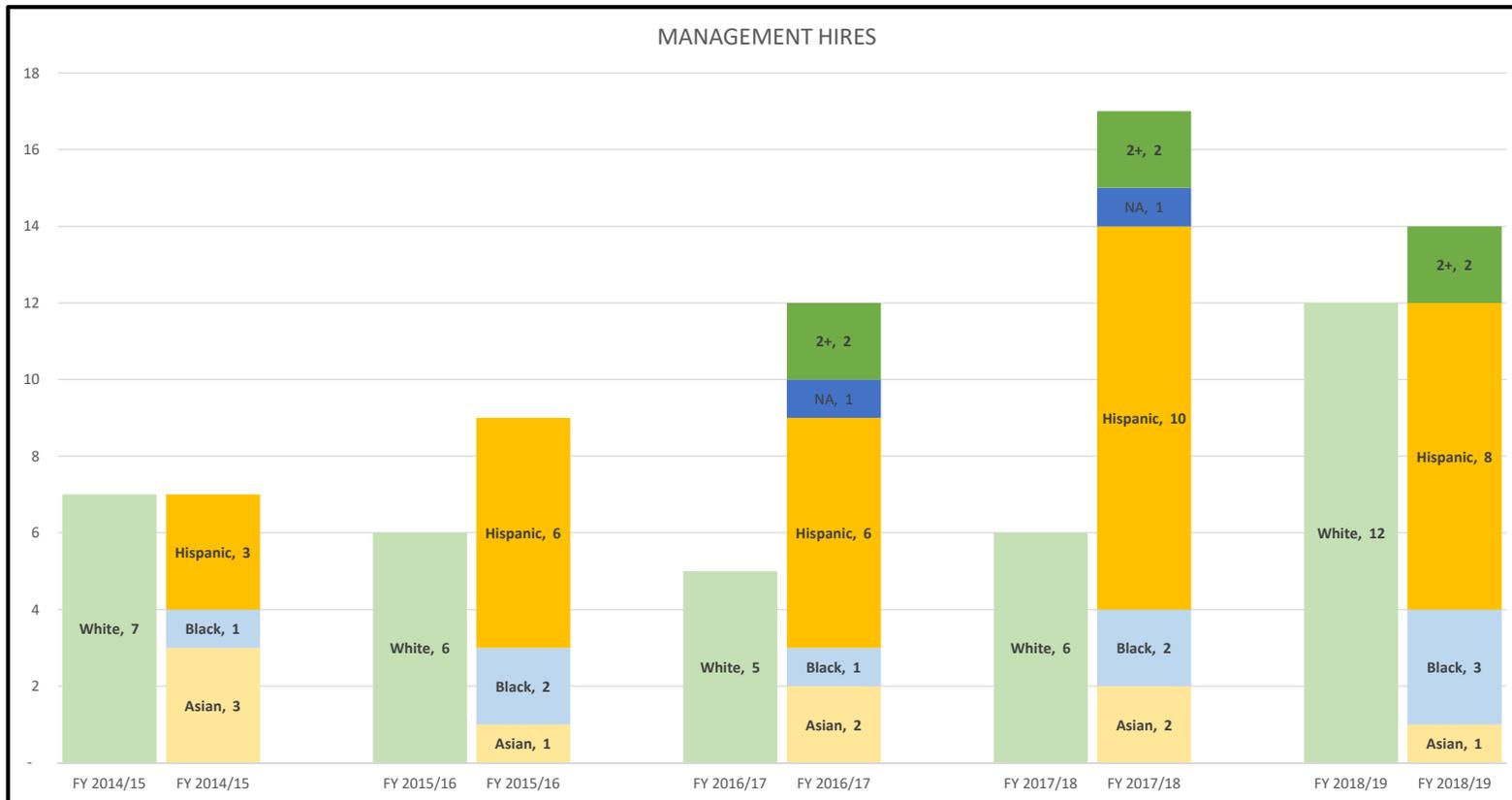


NEW HIRES PER FISCAL YEAR 2014-2019

MANAGEMENT

FISCAL YEAR	ETHNICITY								GENDER		
	W	A	B	H	NA	2+	TOTAL	% DIVERSE	M	F	TOTAL
FY 2014-2015	7	3	1	3	0	0	14	50%	7	7	14
FY 2015-2016	6	1	2	6	0	0	15	60%	8	7	15
FY 2016-2017	5	2	1	6	1	2	17	71%	9	8	17
FY 2017-2018	6	2	2	10	1	2	23	74%	8	15	23
FY 2018-2019	12	1	3	8	0	2	26	54%	9	17	26
5 -YR TOTAL	36	9	9	33	2	6	95		41	54	95

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 B = BLACK
 H = HISPANIC
 NA = NATIVE AMERICAN
 2+ = TWO OR MORE ETHNICITY

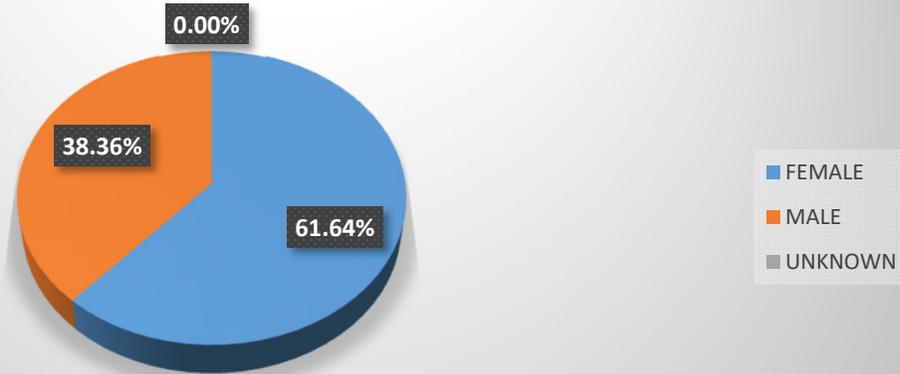


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RSCCD FULL TIME FACULTY STAFF PROFILE JUNE 30, 2019

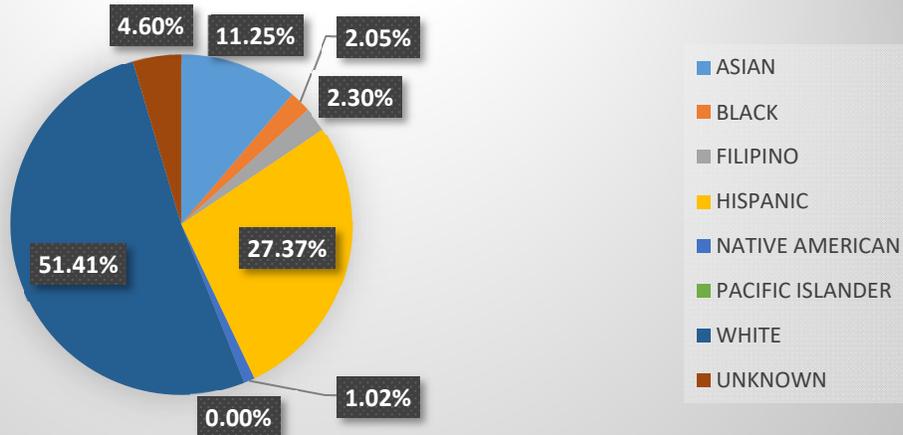
GENDER		
FEMALE	241	61.64%
MALE	150	38.36%
UNKNOWN	0	0.00%
TOTAL	391	100.00%

RSCCD Full time Faculty Gender



ETHNICITY		
ASIAN	44	11.25%
BLACK	8	2.05%
FILIPINO	9	2.30%
HISPANIC	107	27.37%
NATIVE AMERICAN	4	1.02%
PACIFIC ISLANDER	0	0.00%
WHITE	201	51.41%
UNKNOWN	18	4.60%
TOTAL	391	100.00%

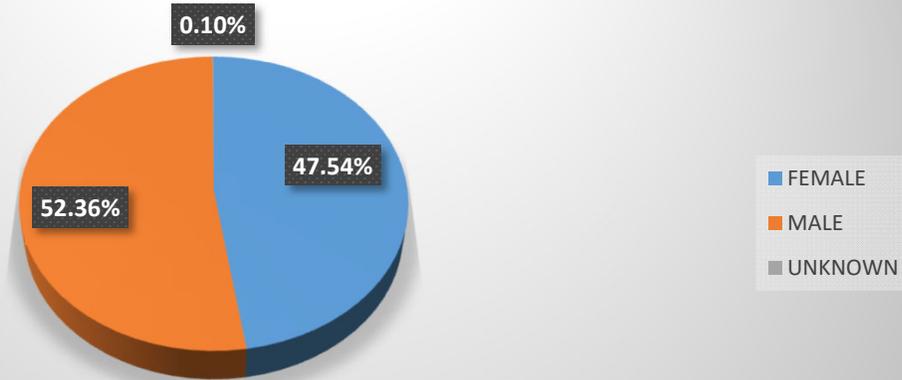
RSCCD Full Time Faculty Ethnicity



RSCCD PART TIME FACULTY STAFF PROFILE JUNE 30, 2019

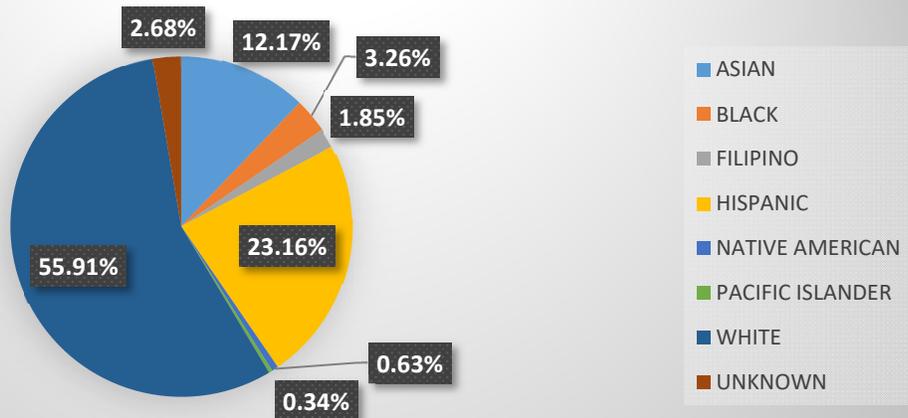
GENDER		
FEMALE	977	47.54%
MALE	1076	52.36%
UNKNOWN	2	0.10%
TOTAL	2055	100.00%

RSCCD Part time Faculty Gender



ETHNICITY		
ASIAN	250	12.17%
BLACK	67	3.26%
FILIPINO	38	1.85%
HISPANIC	476	23.16%
NATIVE AMERICAN	13	0.63%
PACIFIC ISLANDER	7	0.34%
WHITE	1149	55.91%
UNKNOWN	55	2.68%
TOTAL	2055	100.00%

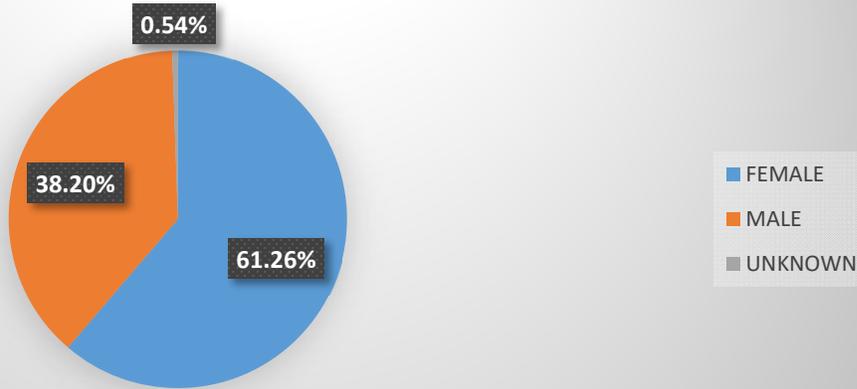
RSCCD Part Time Faculty Ethnicity



RSCCD CLASSIFIED STAFF PROFILE JUNE 30, 2019

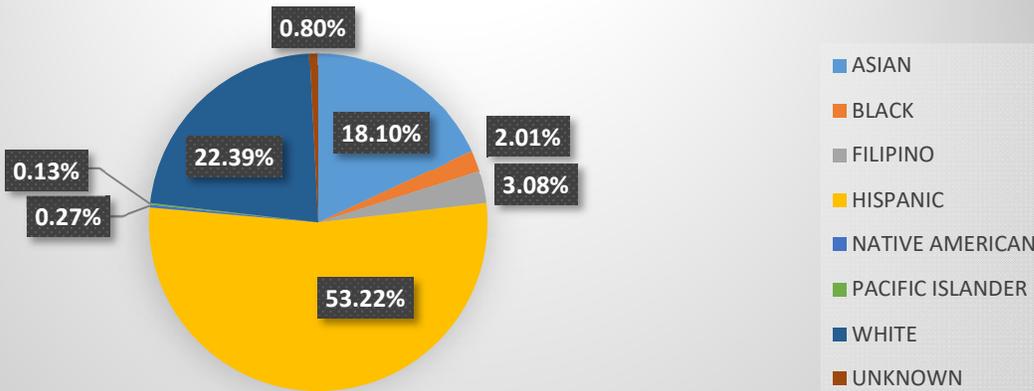
GENDER		
FEMALE	457	61.26%
MALE	285	38.20%
UNKNOWN	4	0.54%
TOTAL	746	100.00%

RSCCD Classified Gender



ETHNICITY		
ASIAN	135	18.10%
BLACK	15	2.01%
FILIPINO	23	3.08%
HISPANIC	397	53.22%
NATIVE AMERICAN	2	0.27%
PACIFIC ISLANDER	1	0.13%
WHITE	167	22.39%
UNKNOWN	6	0.80%
TOTAL	746	100.00%

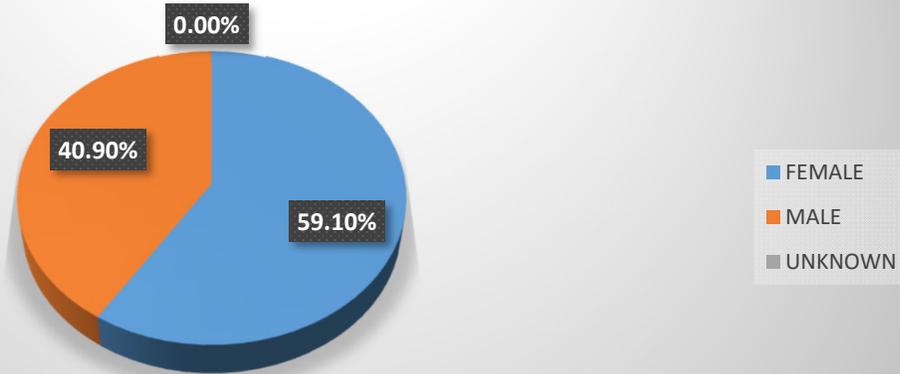
RSCCD Classified Ethnicity



RSCCD MANAGEMENT STAFF PROFILE JUNE 30, 2019

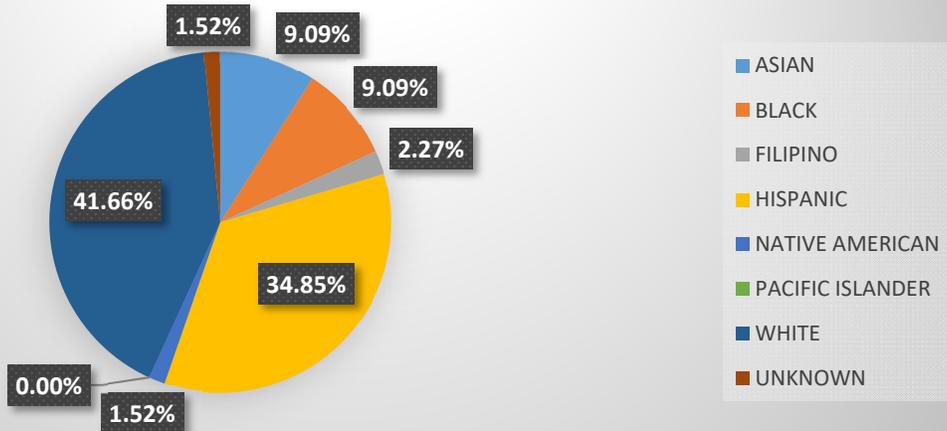
GENDER		
FEMALE	78	59.10%
MALE	54	40.90%
UNKNOWN	0	0.00%
TOTAL	132	100.00%

RSCCD Management Gender

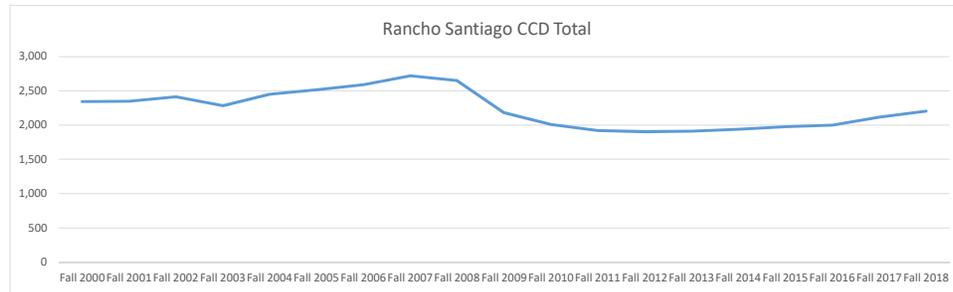


ETHNICITY		
ASIAN	12	9.09%
BLACK	12	9.09%
FILIPINO	3	2.27%
HISPANIC	46	34.85%
NATIVE AMERICAN	2	1.52%
PACIFIC ISLANDER	0	0.00%
WHITE	55	41.66%
UNKNOWN	2	1.52%
TOTAL	132	100.00%

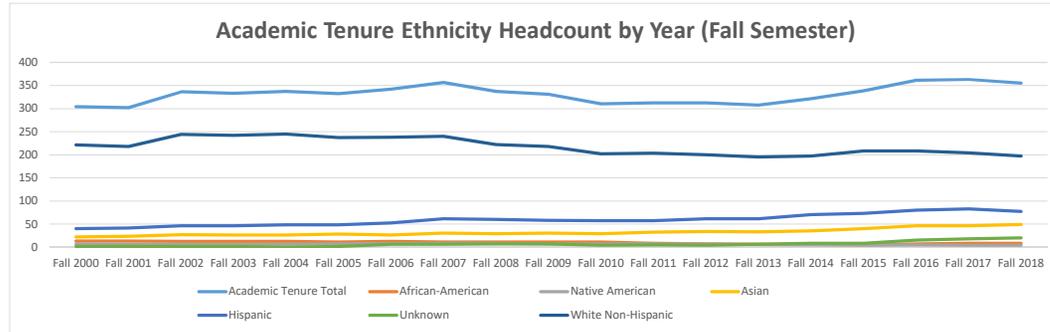
RSCCD Management Ethnicity



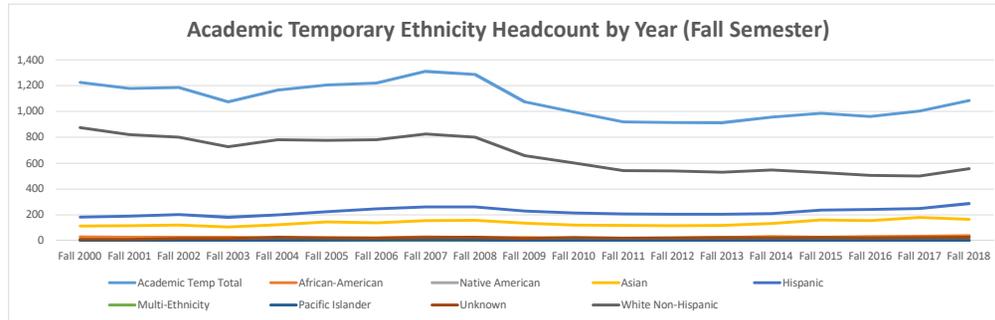
CATEGORY	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018
Rancho Santiago CCD Total	2,345	2,348	2,415	2,281	2,449	2,513	2,589	2,720	2,650	2,179	2,009	1,922	1,905	1,909	1,941	1,975	2,000	2,114	2,202



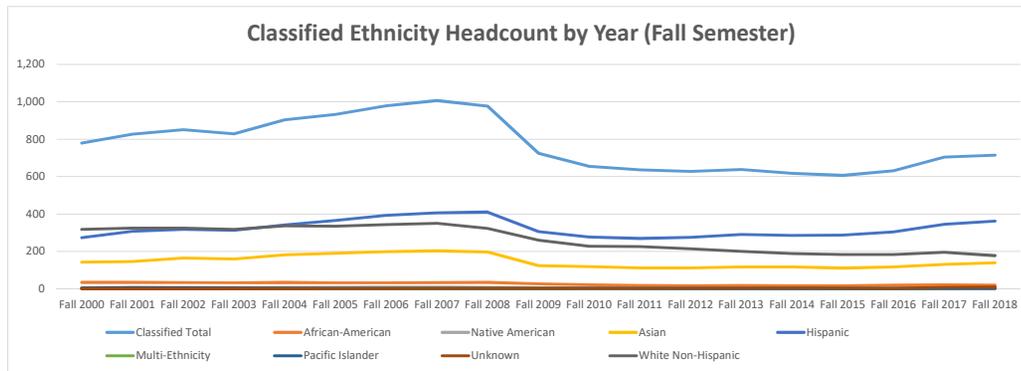
CATEGORY	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018
Academic Tenure Total	304	302	336	333	337	332	342	356	337	331	310	312	312	307	321	338	361	363	355
African-American	13	13	12	12	12	11	12	11	11	11	11	8	7	6	6	5	7	8	8
Native American	7	6	6	6	6	7	8	8	8	7	7	7	6	6	5	4	5	4	4
Asian	22	23	27	26	26	28	26	30	29	30	29	32	34	33	35	40	46	46	49
Hispanic	40	41	46	46	48	48	52	61	60	58	57	57	61	61	70	73	80	83	77
Unknown	1	1	1	1	0	1	6	6	7	7	4	5	4	6	8	8	15	18	20
White Non-Hispanic	221	218	244	242	245	237	238	240	222	218	202	203	200	195	197	208	208	204	197



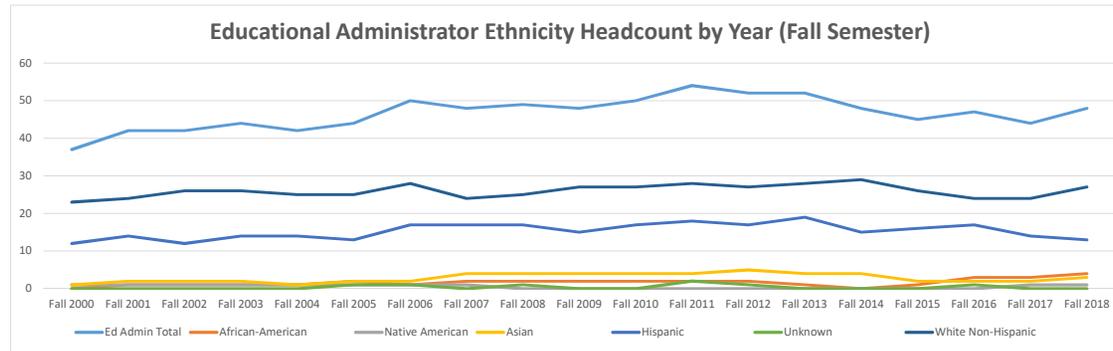
CATEGORY	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018
Academic Temp Total	1,225	1,178	1,186	1,075	1,166	1,204	1,219	1,310	1,287	1,075	995	920	914	913	955	985	961	1,002	1,084
African-American	30	28	27	28	19	22	21	29	25	24	20	19	19	24	31	27	31	35	38
Native American	12	12	14	13	13	12	7	9	14	12	11	9	10	8	7	7	7	10	8
Asian	114	116	120	106	124	145	139	155	158	135	120	119	115	119	134	161	154	180	165
Hispanic	182	189	203	181	200	223	247	261	260	228	214	208	205	204	209	236	241	250	287
Multi-Ethnicity	0	0	0	0	0	0	0	0	0	0	2	2	2	2	1	1	0	2	3
Pacific Islander	3	2	2	2	3	4	5	6	4	1	2	1	2	2	2	1	1	1	1
Unknown	9	11	18	18	26	22	20	24	26	18	25	20	22	25	23	24	22	24	26
White Non-Hispanic	875	820	802	727	781	776	780	826	800	657	601	542	539	529	548	528	505	500	556



CATEGORY	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018
Classified Total	779	826	851	829	904	933	978	1,006	977	725	654	636	627	637	617	607	631	705	715
African-American	35	35	33	31	35	32	32	33	35	27	22	18	16	18	17	17	19	22	19
Native American	6	8	7	6	7	9	9	8	8	6	6	6	5	5	4	4	4	4	2
Asian	143	145	164	159	181	190	199	203	197	124	118	112	112	117	116	111	117	130	139
Hispanic	273	308	318	312	342	365	392	407	410	306	277	269	275	291	286	287	304	345	362
Multi-Ethnicity	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	0	0	1	5
Pacific Islander	4	5	5	3	2	2	2	2	2	1	1	1	1	1	1	0	1	1	1
Unknown	0	0	0	0	1	1	1	3	3	2	2	3	4	4	4	4	2	7	9
White Non-Hispanic	318	325	324	318	336	334	343	350	322	259	227	226	213	200	188	184	184	195	178



CATEGORY	Fall 2000	Fall 2001	Fall 2002	Fall 2003	Fall 2004	Fall 2005	Fall 2006	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	Fall 2013	Fall 2014	Fall 2015	Fall 2016	Fall 2017	Fall 2018
Ed Admin Total	37	42	42	44	42	44	50	48	49	48	50	54	52	52	48	45	47	44	48
African-American	0	1	1	1	1	2	1	2	2	2	2	2	2	1	0	1	3	3	4
Native American	1	1	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	1	1
Asian	1	2	2	2	1	2	2	4	4	4	4	4	5	4	4	2	2	2	3
Hispanic	12	14	12	14	14	13	17	17	17	15	17	18	17	19	15	16	17	14	13
Unknown	0	0	0	0	0	1	1	0	1	0	0	2	1	0	0	0	1	0	0
White Non-Hispanic	23	24	26	26	25	25	28	24	25	27	27	28	27	28	29	26	24	24	27



RSCCD STAFF PROFILE COMPARISON 2009 AND 2019

	2009					
	WHITE		DIVERSE		UNKNOWN	
MANAGEMENT	56	46.66%	63	52.50%	1	0.84%
FACULTY	230	61.33%	140	37.33%	5	1.34%
CLASSIFIED	288	32.11%	600	66.89%	9	1.00%
TOTAL	574	41.23%	803	57.69%	15	1.08%

	2019					% change of	
	WHITE		DIVERSE		UNKNOWN		DIVERSITY
MANAGEMENT	53	40.46%	76	58.01%	2	1.53%	5.51%
FACULTY	201	51.41%	172	43.99%	18	4.60%	6.66%
CLASSIFIED	167	22.36%	573	76.70%	7	0.94%	9.81%
TOTAL	421	33.17%	821	64.70%	27	2.13%	7.01%

7.5 (19)

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
ANNUAL LEGISLATIVE CONFERENCE
Sacramento, California–January 26-27, 2020

3 Board Members
(Phillip Yarbrough)
(John Hanna)
(Theodore Moreno)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES
PUBLIC POLICY & ADVOCACY COMMITTEE
MEETING
Washington, D.C. – February 8, 2020

1 Board Member
(Phillip Yarbrough)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES
COMMUNITY COLLEGE NATIONAL LEGISLATIVE
SUMMIT
Washington, D.C. – February 9-12, 2020

4 Board Members
(John Hanna)
(Zeke Hernandez)
(Phillip Yarbrough)
(Theodore Moreno)