

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**

**Board of Trustees (Regular meeting)**

**Monday, February 22, 2021**

**2323 North Broadway, #107**

**Santa Ana, CA 92706**

Pursuant to Governor Newsom’s Executive Order N-29-20, dated March 17, 2020, members of the Board of Trustees of the Rancho Santiago Community College District, staff, and the public will participate in the February 22, 2021, meeting via a teleconference. No in-person attendance will be accommodated or permitted. To avoid exposure to COVID-19 this meeting will be held via teleconference by calling **(669) 900-6833, 560964295# (please use \*9 to raise your hand using your phone if you’d like to speak during public comments) or by using this link: <https://cccconfer.zoom.us/j/560964295>**. Additionally, you may submit your comments electronically by emailing [madrigal\\_maria@rscgd.edu](mailto:madrigal_maria@rscgd.edu).

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing [madrigal\\_maria@rscgd.edu](mailto:madrigal_maria@rscgd.edu). Submissions by email must be received prior to 3:00 p.m. on February 22, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF FEBRUARY 22, 2021**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the president of the Board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at [madrigal\\_maria@rscgd.edu](mailto:madrigal_maria@rscgd.edu) or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

**District Mission**

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

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

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

**Americans with Disabilities Acts (ADA)**

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

**A G E N D A**

1.0 **PROCEDURAL MATTERS**

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Public Comment

Should you wish to participate in public comments or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing [madrigal\\_maria@rscgd.edu](mailto:madrigal_maria@rscgd.edu). Submissions by email must be received prior to 3:00 p.m. on February 22, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF FEBRUARY 22, 2021**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the president of the Board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at [madrigal\\_maria@rscgd.edu](mailto:madrigal_maria@rscgd.edu) or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

1.5 Approval of Minutes – Regular meeting of February 8, 2021 Action

1.6 Approval of Consent Calendar Action

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

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

1.7 Presentation of District Annual Financial Audit

2.0 **INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

2.2 Reports from College Presidents

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

2.5 Report from Classified Representative

2.6 Reports from Academic Senate Presidents

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Facilities Committee
- Board Institutional Effectiveness Committee

3.0 **INSTRUCTION**

\*3.1 Approval of Educational Affiliation Agreement with Two Trees Action

Physical Therapy and Wellness, Golden Bear PT Partners, LLC

The administration recommends approval of the educational affiliation agreement with Two Trees Physical Therapy and Wellness, Golden Bear PT Partners, LLC located in Ventura, California, as presented.

- \*3.2 Approval of RSCCD Professional Services Agreement with Good News Travels, Inc. Action  
The administration recommends approval of the RSCCD professional services agreement with Good News Travels, Inc., located in Greenville, South Carolina, as presented.
- \*3.3 Approval of Standard Clinical Affiliation Agreement with Emergency Ambulance Service, Inc. Action  
The administration recommends approval of the standard clinical affiliation agreement with Emergency Ambulance Service, Inc., located in Brea, California, as presented.
- \*3.4 Approval of Educational Affiliation Agreement with iLead California Action  
The administration recommends approval of the educational affiliation agreement with iLead California, located in Acton, California, as presented.
- \*3.5 Approval of First Amendment to College and Career Access Pathways a Dual Enrollment Partnership Agreement 2018-2019 between RSCCD and Santa Ana Unified School District (SAUSD) Action  
The administration recommends approval of the first amendment to College and Career Access Pathways dual enrollment partnership agreement 2018-2019 between RSCCD and SAUSD, as presented.
- \*3.6 Approval of Second Amendment to Agreement between RSCCD and The Myers-Briggs Company (VitaNavis® Subscription Agreement Renewal) Action  
The administration recommends approval of the second amendment to agreement between RSCCD and The Myers-Briggs Company (VitaNavis® Subscription Agreement Renewal), as presented.
- \*3.7 Approval of Proposed Revisions for the 2021–2022 Santa Ana College (SAC) Catalog Action  
The administration recommends approval of the proposed revisions for the 2021–2022 SAC Catalog, as presented.
- 3.8 Ratification of Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in Association with Eastside Family Medical Associates, Inc. Action  
The administration recommends ratification of agreement for COVID-19 testing services with Medica Talent Group, Inc. in association with Eastside Family Medical Associates, Inc., as presented.

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

#### **4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

- \*4.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.
- \*4.2 Approval of Budget Increases/Decreases and Budget Transfers Action  
The administration recommends approval of budget increases, Decreases and transfers from January 26, 2021, to February 08, 2021.
- \*4.3 Approval of Nonresident Fees for 2021-22 Action  
The administration recommends approval of the nonresident fees for 2021-22, as presented.
- 4.4 Receive and Accept RSCCD Audit Reports for Fiscal Year ended June 30, 2020 Action  
The administration recommends receiving and accepting the RSCCD Audit Reports for the fiscal year ended June 30, 2020, as presented.
- \*4.5 Approval of Appointments for Measure Q Citizens' Bond Oversight Committee Action  
The administration recommends approval of the appointments for the Measure Q Citizens' Bond Oversight Committee, as presented.
- \*4.6 Approval of Amendment to Agreement with Bernards Bros. Inc. for Construction Management Services for Science Center at Santa Ana College Action  
The administration recommends approval of the amendment to agreement with Bernards Bros. Inc. for construction management services for the Science Center at SAC, as presented.
- \*4.7 Approval of Amendment to Agreement with McCarthy Building Companies, Inc. for Lease-Leaseback Construction Services for Science Center at Santa Ana College Action  
The administration recommends approval of the amendment to agreement with McCarthy Building Companies, Inc. for lease-leaseback construction services for the Science Center at SAC, as presented.
- \*4.8 Ratification of Award of Bid #1394 for Welding Concrete Masonry Unit (CMU) Wall Extension at Santa Ana College Action  
The administration recommends ratification of award Bid #1394 for welding CMU wall extension at SAC, as presented.
- \*4.9 Ratification of Award of Bid #1395 for Parking Ticket Kiosk Project at Santa Ana College Action  
The administration recommends ratification of award Bid #1395 for parking ticket kiosk project at SAC, as presented.

- \*4.10 Acceptance of Completion of Bid #1391 for Parking Ticket Kiosk Project at Santiago Canyon College (SCC) and Approval of Recording a Notice of Completion Action  
The administration recommends acceptance of Bid #1391 for parking ticket kiosk project at SCC and approval of recording a notice of completion, as presented.
- \*4.11 Approval of Amendment to Agreement with IDS Group, Inc. for Peer Review Services for Orange Education Center Site Remediation Project at Santiago Canyon College Action  
The administration recommends approval of the amendment to agreement with IDS Group, Inc. for peer review services for the Orange Education Center site remediation project at SCC, as presented.
- \*4.12 Approval of Agreement with SVA Architects, Inc. for Architectural and Engineering Services for Barrier Removal Lot 2 & 7 Crosswalk Repairs Project at Santiago Canyon College Action  
The administration recommends the approval of the agreement with SVA Architects, Inc. for architectural and engineering services for the barrier removal Lot 2 & 7 crosswalk repairs project at SCC, as presented.
- \*4.13 Approval of Agreement with Pacific Rim Architects for Architectural and Engineering Services for Access Control Upgrades at Santa Ana College, Santiago Canyon College, and Digital Media Center (DMC) Action  
The administration recommends the approval of the agreement with Pacific Rim Architects for architectural and engineering services for access control upgrades at SAC, SCC, and DMC, as presented.
- \*4.14 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period December 6, 2020, through January 9, 2021, as presented.

## 5.0 GENERAL

- \*5.1 Approval of Resource Development Items Action  
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:  
- California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant V (District) \$54,000
- 5.2 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
  - f. Professional Experts
  
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a]) (1 case)

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

## **RECONVENE**

### **Issues discussed in Closed Session (Board Clerk)**

#### **Public Comment**

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**COMMENTS FOR THE MEETING OF FEBRUARY 22, 2021.** Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Each speaker may speak for up to three minutes; however, the president of the Board may, in the exercise of discretion, extend additional time to a speaker if warranted, or expand or limit the number of individuals to be recognized for discussion on a particular matter. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at [madrigal\\_maria@rscgd.edu](mailto:madrigal_maria@rscgd.edu) or leave a message at 714-480-7452, on the Friday prior to the meeting so appropriate accommodations may be made.

## 6.0 **HUMAN RESOURCES**

### 6.1 **Management/Academic Personnel**

### **Action**

- Approval of Appointments
- Approval of Interim Assignments
- Approval of Leaves of Absence
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-Paid Intern Services

6.2 Classified Personnel

Action

- Approval of New Classifications
- Approval of New Appointments
- Approval of Professional Growth Increments
- Approval of Changes in Position
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Short Term Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Approval of Employee Calendar (2021-2022)

Action

The administration recommends approval of the Employee Calendar 2021-2022, as presented.

**7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on March 8, 2021, via Zoom.

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

**Monday, February 8, 2021**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The Zoom meeting was called to order at 4:32 p.m. by Mr. Phil Yarbrough via video/teleconference. Other members present were Dr. Tina Arias Miller, Mr. David Crockett, Mr. John Hanna, Mr. Larry Labrado, Mr. Zeke Hernandez, Mr. Sal Tinajero, and Mr. Mariano Cuellar participated via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20.

Administrators present during the regular meeting via video/teleconference (Zoom) were Dr. Marilyn Flores, Ms. Tracie Green, Mr. Marvin Martinez, Mr. Adam O'Connor, Mr. Enrique Perez, and Mr. Jose Vargas. Ms. Maria Madrigal was present via video/teleconference (Zoom) as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Yarbrough, President, RSCCD Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Dr. Arias Miller and seconded by Mr. Tinajero to approve corrections to pages 7-10 of Item 6.1 (Human Resources, Management/Academic Personnel). The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

1.4 Public Comment

Mr. Mark Smith congratulated and welcomed the new board members to RSCCD. As president of the Faculty Association of Rancho Santiago Community College District (FARSCCD), he spoke regarding FARSSCD working with the district to ensure the district's policies and regulations regarding conflict of interest are being following by hiring committees.

1.4 Public Comment (cont.)

Dr. Regina Lamourette spoke regarding her experiences and opinions on racism and diversity.

1.5 Approval of Minutes

It was moved by Mr. Hernandez and seconded by Dr. Arias Miller to approve the minutes of the regular meeting held January 11, 2021. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Hernandez and seconded by Dr. Arias Miller to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Items 3.2 (RSCCD Agreement with Interact Communications), 3.6 (Meal and Gas Cards for Extended Opportunity Program and Services [EOPS] Students), 4.8 (Bid #1392 for Barrier Removal Library Restroom Renovation at Santa Ana College [SAC]), 4.10 (Bid #1390 for Safety and Security Renovations at District), and 4.11 (Surplus Property) removed from the Consent Calendar by Mr. Hernandez; and Item 3.4 (Agreement with Gregg D. Ander, LLC) removed by Mr. Hanna. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

3.1 Approval of Services Agreement with PRESTOSPORTS, LLC

The board approved the services agreement with PRESTOSPORTS, LLC located in Gilbert, Arizona, as presented.

3.3 Approval of Rancho Santiago Community College District Professional Services Agreement with Performance Pickleball, LLC

The board approved the RSCCD professional services agreement with Performance Pickleball, LLC located in Huntington Beach, California, as presented.

3.5 Approval of the Professional Services Agreement with Terry A. Schmidt

The board approved the professional services agreement with Terry A. Schmidt located in Aliso Viejo, California, as presented.

4.1 Approval of Payment of Bills

The board approved the payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved the budget increases, decreases and transfers from December 15, 2020, to January 25, 2021.

1.6 Approval of Consent Calendar (cont.)

4.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Approved Ended December 31, 2020

The board approved the CCFS-311Q for the period ending December 31, 2020, as presented.

4.5 Approval of Lease Agreement between RSCCD and Congressman Jose Luis "Lou" Correa at the District Office, 2323 N. Broadway, Suite 319, Santa Ana, California

The board approved the lease between RSCCD and Congressman Jose Luis "Lou" Correa at the District Office, 2323 N. Broadway, Suite 319, Santa Ana, California, as presented.

4.6 Approval of Professional Services Agreement for Arbitrage Calculations with Eide Bailly, LLP

The board approved the professional services agreement for Arbitrage Calculations with Eide Bailly, LLP, as presented.

4.7 Approval of Renewal of Services with Competitive Edge Software, LLC dba Omnigo Software

The board approved the renewal of services with Competitive Edge Software, LLC dba Omnigo Software, as presented.

4.9 Approval of Agreement with 19six Architects for Architectural and Engineering Services for the Barrier Removal Building D Restroom Remodel (Multi and Single User) Projects at Santiago Canyon College (SCC)

The board approved the agreement with 19six Architects for architectural and engineering services for the barrier removal building D restroom remodel (multi and single user) projects at SCC, as presented.

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 Apprenticeship Initiative Fiscal Agent (District Office [DO]) N/A
- Governor's Office of Business & Economic Development (GOBiz) Capital Infusion Program (CIP) Grant (DO) \$ 50,000
- Governor's Office of Business & Economic Development (GOBiz) Small Business Technical Assistance Expansion Program (TAEP) Grant (DO) \$200,000
- Project RAISE (Regional Alliance in Science, Technology, Engineering and Math (STEM) Education) – Year 5 (SAC) \$ 20,000

1.6 Approval of Consent Calendar (cont.)

5.2 Approval of Sub-Agreements with Local Educational Agencies in Los Angeles County and Orange County awarded the K-12 Strong Workforce Program 2020-21 Funds

The board approved the sub-agreements with local educational agencies in Los Angeles County and Orange County awarded the K-12 Strong Workforce Program 2020-21 funds, as presented.

5.3 Approval of Foundation for California Community Colleges, CollegeBuys Purchase for Student Adobe Creative Cloud Licenses

The board approved the Foundation for California Community Colleges, CollegeBuys purchase for student Adobe Creative Cloud licenses, as presented.

5.4 Approval of Amendment to Agreement with Go To Technologies, Inc. for Professional Services

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

1.7 Presentation on Board Accreditation Training

Dr. Catherine Webb provided a presentation on Board Accreditation Training. Board members received training and clarification on data related to the presentation from Dr. Webb.

1.8 Presentation on BoardDocs

Ms. Kristin Forsberg, Sales Advisor of Diligent.com, provided a presentation on the use of BoardDocs, a school board management software. Board members received clarification on data related to the presentation from Ms. Forsberg.

1.9 Public Hearing - Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Centers, California School Employees Association (CSEA) Chapter 888

There were no public comments.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

Dr. Marilyn Flores, Interim President, Santa Ana College

Mr. Jose Vargas, Interim President, Santiago Canyon College

2.3 Report from Student Trustee

Mr. Cuellar provided a report to the board.

2.4 Reports from Student Presidents

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

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

2.5 Report from Classified Representative

Ms. Irma DelaTorre provided a report to the board on behalf of the classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the February 1, 2021, Board Facilities Committee meeting.

Mr. Yarbrough provided a report on the February 3, 2021, Board Fiscal/Audit Committee meeting.

Dr. Arias Miller provided a report on the February 5, 2021 Board Policy Committee meeting.

**3.0 INSTRUCTION**

Items 3.1, 3.3, and 3.5 were approved as part of Item 1.6 (Consent Calendar).

3.2 Approval of Rancho Santiago Community College District Professional Services Agreement with Interact Communications

It was moved by Mr. Labrado and seconded by Mr. Hanna to approve the RSCCD professional services agreement with Interact Communications located in La Crosse, Wisconsin. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

3.4 Approval of the Professional Services Agreement with Gregg D. Ander, LLC

It was moved by Mr. Tinajero and seconded by Mr. Hanna to approve the professional services agreement with Gregg D. Ander, LLC, located in Sacramento, California. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

3.6 Approval of Meal and Gas Cards for Extended Opportunity Program and Services (EOPS) Students

It was moved by Mr. Hernandez and seconded by Mr. Hanna to postpone action on this item. Discussion ensued. It was moved by Mr. Hanna and seconded by Mr. Hernandez to withdraw the motion to postpone action on this item and replace it with a motion to approve the meal and gas cards for SCC’s EOPS students. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

**4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

Items 4.1 through 4.3, 4.5 through 4.7, and 4.9 were approved as part of Item 1.6 (Consent Calendar).

4.4 Quarterly Investment Report as of December 31, 2020

The quarterly investment report as of December 31, 2020, was provided as information.

4.8 Award of Bid #1392 for Barrier Removal Library Restroom Renovation at Santa Ana College

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the award of Bid #1392 for the barrier removal of the library restroom renovation at SAC. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

4.10 Reject all Bids for Bid #1390 for Safety and Security Renovations at District Operations Center

It was moved by Mr. Tinajero and seconded by Mr. Hernandez to reject all bids for Bid #1390 for the safety and security renovations at the District Operations Center. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

#### 4.11 Approval of Surplus Property

It was moved by Mr. Crockett and seconded by Dr. Arias Miller to approve declaring the list of equipment as surplus property and utilizing The Liquidation Company to conduct an auction. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

### 5.0 GENERAL

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

#### 5.5 Approval of Nomination for Community College League of California (CCCT) Board Election – 2021

It was moved by Mr. Hernandez and seconded by Mr. Hanna to nominate Dr. Arias Miller as a candidate for the CCCT board. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar’s advisory vote was aye.

#### 5.6 Board Member Comments

Mr. Crockett reported that he attended multiple committee meetings, and SAC and SCC’s Spring Convocations. He indicated that he is currently attending the Association of Community Colleges Trustees (ACCT) National Legislative Summit.

Mr. Hanna expressed appreciation to Mr. Martinez for the accreditation training presentation.

Mr. Hernandez reported on the Diversity, Equity, and Inclusion (DEI) work in which he has been involved. He thanked Mr. Martinez for the upcoming one-on-one meeting he scheduled with him, as he would like to cover a number of topics.

Mr. Tinajero expressed appreciation to Mr., Martinez for meeting with him prior to the board meeting, as he felt better prepared for the meeting. He also expressed his concern of how Orange County is addressing COVID-19 relating to essential workers and the lack of vaccination sites.

Dr. Arias Miller expressed her appreciation to SAC and SCC’s college presidents for invitations to the Spring 2021 convocations and commended them on the DEI presentations provided at the convocations. Dr. Arias Miller reported that she attended the Orange County Community College Legislative Taskforce meeting, Community College League of California (CCLC) 2021 Effective Trusteeship and Board Chair Workshops, CCLC Annual Legislative Conference, ACCT webinar covering policies and priorities for community colleges, and ACCT National Legislative Summit. She indicated that she will be chairing the Board Institutional

Effectiveness Committee meeting on February 11, 2021.

Mr. Yarbrough reported that he attended an ACCT Finance and Audit Committee meeting, chaired the Board Fiscal/Audit Committee meeting on February 3, 2021, and attended SAC and SCC's Spring 2021 Convocations where he welcomed staff on behalf of the board. Mr. Yarbrough requested that the answers to the questions Mr. Hanna asked regarding board items be attached to the minutes.

### **RECESS TO CLOSED SESSION**

The board convened into closed session at 8:26 p.m. to consider the following items:

- 1) Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Management Staff
  - d. Classified Staff
  - e. Student Workers
  - f. Professional Experts
  
- 2) Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a]) (3 cases)

Anthony Rabiola v. Rancho Santiago Community College District, Alliance of Schools for Cooperative Insurance Program Claim Number No. 1805506

Joseph Robert Pineo v. Rancho Santiago Community College District, Orange County Superior Court Case No. 30-2019-01092834-CU-PO-CJC

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

- 3) Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Marvin Martinez, Chancellor
  - a. Supplemental Retirement Program, all employees represented and unrepresented

Mr. Cuellar left the meeting at this time.

### **RECONVENE**

The board reconvened at 9:11 p.m.

### **Closed Session Report**

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

### Public Comment

There were no public comments.

Due to technical difficulties, Mr. Yarbrough left the meeting and Dr. Arias Miller began chairing the meeting at this time.

## **6.0 HUMAN RESOURCES**

### **6.1 Management/Academic Personnel**

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

- Approve Revised Job Descriptions
- Ratify Resignations/Retirements
- Approve Spring 2021 Step Increases for Continuing Education Faculty Association Part-time Faculty Hourly Rates
- Approve of Spring 2021 Step Increases for Faculty Association of Rancho Santiago Community College District (FARSCCD) Part-time Faculty Hourly Rates
- Approve of Spring 2021 Step Increases for FARSCCD Full-time Faculty Beyond Contract/Overload Rate
- Approve of Fall 2020 Step Increases for FARSCCD Full-time Faculty Beyond Contract/Overload Rate
- Approve of Changes of Classification
- Approve of Leaves of Absence
- Approve of Column Changes
- Approve of Part-time Hourly New Hires/Rehires
- Approve of Non-paid Instructors of Record
- Approve of Non-Paid Intern Services

### **6.2 Classified Personnel**

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

- Approve of Longevity Increments
- Approve of Professional Growth Increments
- Approve of Out of Class Assignments
- Approve of Leaves of Absence
- Ratify Resignations/Retirements
- Approve of Short Term Assignments

- Approve of Changes in Temporary Assignment
- Approve of Additional Hours for Ongoing Assignments
- Approve of Miscellaneous Positions
- Approve of Instructional Associates/Associate Assistants
- Approve of Volunteers
- Approve of Student Assistant Lists

6.3 Approval of the Amendment to the Agreement for Professional Services with Atkinson, Andelson, Loya, Rudd and Roma (AALRR)

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the amendment to the agreement for professional services with AALRR located in Cerritos, California, as presented. The motion carried with the following vote: Aye – Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Dr. Arias Miller.

6.4 Adoption of Resolution No. 21-01 for Adoption of Public Agency Retirement Services (PARS) Retirement Plan

It was moved by Mr. Hernandez and seconded by Mr. Crockett to adopt Resolution No. 21-01 for the adoption of Public Agency Retirement Services (PARS) Retirement Plan. The motion carried with the following vote: Aye – Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Dr. Arias Miller.

6.5 Approval of Agreement for Administrative Services with Phase II Systems Action Corporation dba PARS

It was moved by Mr. Hernandez and seconded by Mr. Labrado to approve the agreement for administrative services with Phase II Systems Action Corporation dba PARS and authorized the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into the agreement on behalf of the district. The motion carried with the following vote: Aye – Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Dr. Arias Miller.

## 8.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on February 8, 2021, via Zoom.

There being no further business, Dr. Arias Miller declared the meeting adjourned at 8:19 p.m., in memory of Mr. Ray A. Verches from Santa Ana College, who died in early January 2021 from COVID-19 complications.

Respectfully submitted,

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Marvin Martinez, Chancellor

Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: February 22, 2021

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## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

*Office of the Vice Chancellor - Business Operations/Fiscal Services*

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

**Date:** January 28, 2021

**To:** Marvin Martinez, Chancellor

**From:** Adam O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services  
Carri Matsumoto, Assistant Vice Chancellor, Facilities Planning, Construction  
and Support Services

**Subject:** Response to Board Request from Trustee Hanna Regarding Items 2.1 (Award of Bid #1392 to Barrier Removal Library Restroom Renovation at Santa Ana College), 2.2 (Approval of Agreement with 19six Architects for Architectural and Engineering Services for the Barrier Removal Building D Restroom Remodel (Multi and Single User) Projects at Santiago Canyon College) and 2.3 (Reject all Bids for Bid #1390 for Safety and Security Renovations at the District Operations Center)

*From Trustee Hanna*

**Trustee Hanna asked who is getting the bid and for what on # 1? Is this the architectural group noted in # 2 or a competitive bid for another scope of work? If competitive what are the other bids? If personal service type contract, who else was considered?**

Response: This is an approval for the award of Bid #1392 for the Barrier Removal Library Restroom Renovation project at Santa Ana College. A Notice Inviting Formal Bids was sent to 116 contractors from the District's qualified contractors list. The District received seven bids for the project. Michel Feghali DBA SPAREA (Irvine) submitted the lowest responsive bid in the amount of \$309,000.00. All bids are noted on the bid summary attached to the docket. The architectural firm noted in #2 is for another project and is not related to this particular docket item. This is not a personal service contract. This is an award of a public works bid to a contractor for the construction work associated with the restroom renovation project for accessibility upgrades in the library at Santa Ana College.

**Trustee Hanna asked why this company, were others considered, have we used them before (If so what were results), where is their home office and if out of OC do they have satellite office in OC and if so where?**

Response: A Request for Qualifications/Proposal (RFQ/RFP) #1920-271 was advertised in the Orange County Register, on the District's website, and on the Coalition for Community Colleges Foundation (CCFC) website in an effort to try and increase the pool of architects who would

respond to our RFQ/RFPs due to low turnout of responses over the last several years. The District received nine responses including, 19six Architects (Corona); Lionakis (Newport Beach), Little Diversified Architectural Consulting, Inc. (Newport Beach); Mark Anderson Architects, Inc. dba Pacific Rim Architects (Huntington Beach); MVE + Partners (Irvine); Owen Group, LP (Irvine); PBK Architects, Inc. (Costa Mesa); Richard Berliner Architect, Inc. dba Berliner Architects (Culver City); and SVA Architects, Inc. (Santa Ana). We were pleased with the level of response and interest to this particular RFQ/RFP and are hopeful that this is a sign that we will have more participation by architects in future RFQ/RFP proposals.

The District screening panel consisted of six members and they interviewed five firms that passed the paper screening evaluation: 19six Architects, Owen Group, LP, MVE + Partners; Richard Berliner Architect, Inc. dba Berliner Architects; and SVA Architects. The screening panel unanimously recommended 19six Architects. The District has not used this firm before. Their home office is based out of San Luis Obispo. They do not have a satellite office in Orange County. However, the firm does utilize sub-consultant businesses that are located in Orange County. 19six Architects may be a new firm we have not worked with, but we don't anticipate having concerns with performance, as their qualifications and team member project experience along with the competitive fee proposal led to their unanimous recommendation by the panel.

**Trustee Hanna wants to know they why on these.**

Response: The District is recommending a rejection of the bid at this time. Given the current fiscal environment of the District and the COVID-19 pandemic impacts which have decreased the occupancy use levels in the building, the District does not recommend proceeding with the project at this time and recommends rejecting all bids. Staff will reconsider bidding the project at a later time. In the interim, the Safety Department will make other accommodations to address the work space configurations that were contemplated in this project.

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

To:	Board of Trustees	Date: February 22, 2021
Re:	Approval of Educational Affiliation Agreement with Two Trees Physical Therapy and Wellness, Golden Bear PT Partners, LLC	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Two Trees Physical Therapy and Wellness, Golden Bear PT Partners, LLC, located in Ventura, California, as presented.

Fiscal Impact:	None	Board Date: February 22, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**EDUCATIONAL AFFILIATION AGREEMENT**  
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Two Trees Physical Therapy and Wellness, Golden Bear PT Partners, LLC (“Clinical Facility”), located at 5725 Ralston Street, Ventura, CA 93003.

**PART I. BASIS AND PURPOSE OF AGREEMENT**

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

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

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

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

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

**PART II. GENERAL RESPONSIBILITIES OF DISTRICT**

**A. For the Program in General**

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

**B. For Program Planning**

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

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

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

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

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. Insurance:

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

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

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

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

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

### C. Indemnification

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

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

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

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

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

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

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

**PART VII OTHER TERMS**

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

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

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

**To Clinical Facility:**

Two Trees Physical Therapy and Wellness, Golden Bear PT Partners, LLC  
Attn: Fatema Ghani PT, DPT Clinical Internship Director  
5725 Ralston Street  
Ventura, CA 93003

**To District:**

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

**With a copy to:**

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

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

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

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

**District:**  
**Rancho Santiago Community College**  
**District, on behalf of the Santa Ana College**  
**Occupational Therapy Assistant Program**

**Clinical Facility:**  
**Two Trees Physical Therapy and Wellness,**  
**Golden Bear PT Partners, LLC**

\_\_\_\_\_  
Adam M. O'Connor  
Interim Vice Chancellor  
Business Operations/Fiscal Services

\_\_\_\_\_  
Fatema Ghani PT  
DPT Clinical Internship Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

To: Board of Trustees	Date: February 22, 2021
Re: Approval of Rancho Santiago Community College District Professional Services Agreement with Good News Travels, Inc.	
Action: Request for Approval	

**BACKGROUND**

For Thirty-Five (35) plus years, Good News Travels, Inc. has been a trusted name in custom adult and student group travels. They customize private group tours, offer local insights and provide flexible travel dates that best fit the group's needs. They offer virtual tours with a variety of colleges/universities on the East Coast, STEM-related tours and cities with a variety of cultural experiences. Due to the COVID-19 Pandemic, Upward Bound students are not able to participate in college field trips or cultural activities that would normally be provided in-person. These are activities that the college has agreed to offer in accordance with the Department of Education TRIO – Upward Bound Grant. This company will allow us to bridge this gap by providing these services virtually.

**ANALYSIS**

TRIO – Upward Bound is a federally funded program committed to the success of first-generation, low-income students. Good News Travels, Inc. will offer six (6) cultural and college virtual tours, which will enhance the student's Upward Bound experience and motivate them to attend a four (4) year university; this is the ultimate goal of TRIO programs. The tours will be offered between March and July 2021. The fiscal impact of this Rancho Santiago Community College District Professional Services Agreement is \$16,800 and will be paid from TRIO - Upward Bound funding.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Good News Travels, Inc., located in Greenville, South Carolina, as presented.

Fiscal Impact: \$16,800	Board Date: February 22, 2021
Prepared by: Vaniethia Hubbard, Ed.D, Vice President, Student Services Alicia Kruiuzenga, Dean, Student Affairs	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706, on behalf of Santa Ana College Upward Bound (TRIO) Program and Good News Travels, Inc., having its principal business address located at 3504-12 Highway 153, Greenville, South Carolina 29611 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 Friday, March 26, 2021, whichever is later, and shall continue in full force and effect thereafter until and including Friday, July 23, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed Sixteen Thousand Eight Hundred Dollars (\$16,800) (“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

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

### Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)  
Santa Ana College  
Ruby Flores, Interim Director, TRIO Programs (Upward Bound/SSSP)  
1530 West 17th Street  
Santa Ana, CA, 92706

Contractor: Good News Travels, Inc.  
3504-12 Highway 153  
Greenville, SC 29611

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

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

Upward Bound (TRIO) Program

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: Adam M. O'Connor

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

Date: \_\_\_\_\_

CONTRACTOR

BY: \_\_\_\_\_  
Signature of Authorized Person

Print Name: Donna Tribble Print

Title: Accounts Manager

Date: \_\_\_\_\_

## Exhibit A

### Scope of Work and Detailed Schedule of Payment.

- **Project Scope:** Good News Travels, Inc. will provide a series of three live Virtual Tours with topics and three virtual college tours of colleges chosen by the Santa Ana College Upward Bound (TRIO) Program Director, listed on period of performance. For each tour, Good News Travels, Inc. work will consist of procurement and compensation of a content expert/guide, plus the services of a host from Good News Travels, Inc. and the provision of a private Zoom webinar. Those two individuals will serve as Panelists on a private Zoom webinar organized by Good News Travels, Inc. for Santa Ana College Upward Bound (TRIO) Program staff and students who are exclusively invited as invited Attendees. The tour content will be determined by the content expert/guide, who owns the copyright to said content. No recording or replay of the unique content is offered or permitted. The live Tour will be 60 minutes in length, including time for a live question and answer segment with the content expert / guide. The college visits are conducted by an independent tour guide who is not an official representative of the colleges visited. The maximum number of participants in 90, which includes any staff attending from the Santa Ana College Upward Bound (TRIO) Program.

- **Period of performance:** List the start and end date for the entire project.

Tour dates and topics (each tour lasts 60 minutes):

Friday, March 26, 2021 – 7:00 PM Eastern (4:00 PM Pacific) – A Virtual Tour of Mars, Exploration of the Red Planet

Friday, April 16, 2021 – 7:00 PM Eastern (4:00 PM Pacific) – Memphis, Tennessee

Friday, April 30, 2021 – 7:00 PM Eastern (4:00 PM Pacific) – New York City, Touring the Big Apple

Virtual College Visits (each tour lasts 60 minutes)

Friday, July 9, 2021 – Harvard & MIT 12:00PM Eastern (9:00AM PST)\*

Friday, July 16, 2021 – NYU & Yale 12:00PM Eastern (9:00AM PST)\*

Friday, July 23, 2021 – Johns Hopkins & Tufts 12:00PM Eastern (9:00AM PST)\*

\*Dates may be subject to change to the following:

Thursday, July 8, 2021 - Harvard & MIT 6:00PM Eastern (3:00PM PST)

Thursday, July 15, 2021 - NYU & Yale 6:00PM Eastern (3:00PM PST)

Thursday, July 22, 2021 - John Hopkins & Tufts 6:00PM Eastern (3:00PM PST)

Santa Ana College Upward Bound (TRIO) Program will receive an Analytics report from Good News Travels, Inc. after each tour with two sets of metrics – a full attendance list showing time logged in and out by attendee, PLUS a full listing of resources cited during the webinar so participants can do additional self-guided study. Santa Ana College Upward Bound (TRIO) Program has provided Good News Travels, Inc. with a list of survey questions to be answered by participants at the conclusion of each workshop, which will be included in the Analytics Report submitted from Good News Travels, Inc.

• Physical location: All Participants will be Remote – Tour Host and Guide will each be at their own places of work/homes; Students and Staff will also be remote via Zoom with the Zoom information provided by Good News Travels, Inc.

• Supplies and equipment: Good News Travels, Inc. will provide the Internet hosted Zoom webinar to Santa Ana College Upward Bound (TRIO) Program; Students and Staff will need Computer / Mobile Device to attend the webinar, Internet connection and Zoom interface.

• Payment rate: Payment will be \$2,800 per tour provided, which are listed below. The deliverable will be the following virtual tours listed below. Confirmation of the receipt of these tours will be the analytics report provided by Good News Travels, Inc to the Santa Ana College Upward Bound (TRIO) Program. The analytics report and invoice will be provided from Good News Travels, Inc. at the conclusion of each of the following virtual tours for payment.

1. March 26th
2. April 16th
3. April 30th
4. July 9<sup>th</sup>\*
5. July 16<sup>th</sup>\*
6. July 23<sup>rd</sup>\*

\*Dates are subject to change if July summer dates change to the following: July 8<sup>th</sup>, July 15<sup>th</sup>, and July 22<sup>nd</sup>.

• Total not to exceed:

The cost is \$2,800\* per tour (\*or \$2,884 if payment is to be made by PCard); Total not to exceed \$16,800\* (\*or \$17,304 if payment is to be made by PCard). Good News Travels, Inc. is requesting payment at the end of each tour which are listed below, but MUST provide Santa Ana College Upward Bound (TRIO) program with the analytical report described in the scope of work detailing list of participants along with their log-in times, survey results, and invoice BEFORE receipt of payment based on the tour dates scheduled below:

1. March 26th
2. April 16th
3. April 30th
4. July 9<sup>th</sup>\*
5. July 16<sup>th</sup>\*
6. July 23<sup>rd</sup>\*

\*Dates are subject to change if July summer dates change to the following: July 8th, July 15th, and July 22nd.



GOOD NEWS TRAVELS

3504-12 Highway 153

Greenville, SC 29611

Website: www.goodnewstravels.com

Phone: 800-288-5575

Fax: 864-385-7714

DATE	1/20/21
QUOTE #	20-12-11-2
SEASON	Winter/Spring
VALID UNTIL	2/20/20
PREPARED BY	SA

CUSTOMER

Ruby Flores

Santa Ana College- Upward Bound

714-564-6843

Flores\_ruby@sac.edu

DESCRIPTION	PREFERRED DATE	CC PMT	AMOUNT
A Virtual Tour of Mars, Rover Landing Sites, Valles, Marineris, and the Future of Human Exploration on the Red Planet Memphis, TN	FRI MARCH 26 7:00PM EST		2,800.00
NYC - Touring the Big Apple	FRI APRIL 16 7:00PM EST		2,800.00
College Tour: Harvard and MIT	FRI APR 30 7:00pm EST		2,800.00
College Tour: NYC/Yale	FRIDAY JULY 9 2021 12:00PM E		2,800.00
College Tour: John Hopkins/Tufs	FRIDAY JULY 16 2021 12:00PM		2,800.00
	FRIDAY JULY 23 2021 12:00PM		2,800.00

TERMS AND CONDITIONS

1. All Sessions are for a maximum of 90 participants, including staff
2. Payment will be due net 30 prior to delivery of service
3. Pay by ACH, Check or CC / Pcard (3% fee for CC/Pcard)

Customer Acceptance (sign below):

x \_\_\_\_\_

Print Name:

Date:

Subtotal	16,800.00
Amt Pd CC	-
CC Rate	3.000%
CC Fees	-
Other	-
<b>TOTAL</b>	<b>\$ 16,800.00</b>

If you have any questions about this price quote, please contact Skip Anders at sanders@goodnewstravels.com or 864-906-2004

Thank You For Your Business!

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

To:	Board of Trustees	Date: February 22, 2021
Re:	Approval of Standard Clinical Affiliation Agreement with Emergency Ambulance Service, Inc.	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This new Agreement with an existing partner shall be for five (5) years, commencing on the effective date and carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Standard Clinical Affiliation Agreement with Emergency Ambulance Service, Inc., located in Brea, California, as presented.

Fiscal Impact:	None	Board Date: February 22, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, Interim Associate Dean, Health Sciences	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

## STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the “Agreement”) is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of Santa Ana College (“College”) located at 1530 West 17<sup>th</sup> Street, Santa Ana, California, and Emergency Ambulance Service, Inc. (“Clinical Facility”), located at 3200 East Birch Street, Suite A., Brea, California 92821.

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

WHEREAS, College is a duly accredited educational institution that conducts Health Sciences/EMT program(s) (the “Program”);

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

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

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

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

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

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

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

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

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

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

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

### **TERMS**

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

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

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

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

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

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

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

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

23. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
  - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.
  - b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate

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

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

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

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

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

29. Indemnification. Clinic Facility shall defend, indemnify and hold the District harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Clinical Facility, its officers, agents, or employees.
30. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
31. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
32. Effective Date and Termination. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for five (5) years unless sooner terminated by either party in accordance with this section.
- a. Either party may terminate this Agreement without cause by giving sixty (60) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation.
  - b. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty day period.
  - c. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
33. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.
34. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

**To Clinical Facility:**

Charles A Druten  
Emergency Ambulance  
Service, Inc.  
3200 Birch St., Suite A.,  
Brea, CA 92821

**To College:**

Director of Nursing  
Santa Ana College  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706

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

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

*Signature page to follow.*

**Clinical Facility**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: Adam M. O'Connor

Title: \_\_\_\_\_

Title: Interim Vice Chancellor,  
Business Operations/Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit "A"

**The Student Ride-A-Long Program**

**ROLE AND SCOPE:**

This policy provides the criteria by which the Company offers students the opportunity to experience the standard operational procedures and patient care techniques employed at a duly licensed and certified ambulance service. It also provides them with the opportunity to observe Emergency Ambulance Service, Inc. (EAS) field operations and to become familiar with the functionality of our Company's equipment.

In addition, it establishes the criteria for Student Ride-Along Programs and provides a detailed program description, program prerequisites and requirements, and the program application process.

**POLICY:**

1. EAS remains committed to the training and development of professional emergency responders within the local community and has established a Student Ride-Along Program to provide individuals with the opportunity to learn by observing EAS field operations.
2. EAS's Ride-Along Program shall be limited to:
  - 2.1. EMT students from Community College Districts that have a contract with EAS;
  - 2.2. EMT students from other public institutions that have a contract with EAS;
  - 2.3. EMT students from the Orange County Fire Authority;
  - 2.4. EMTs students from a local Police or Sheriff's Department; and
  - 2.5. Off-duty employees of EAS enrolled in EMT programs.

**PROCEDURE:**

1. Two (2) weeks prior notice is required for processing of applicants. The program instructor shall submit all student names in advance to the COO or his/her designee.
2. Applicants that meet the criteria outlined above will report to the front desk on their assigned day and time to complete the required Ambulance Ride-Along Waiver form. Whenever possible a student should be met personally by a supervisor or an FTO. If not available, a manager or dispatcher or EMT can assist.
3. All riders must complete the attached "Ride-a-Long Waiver." This form must be completed in entirety and turned in to Dispatch prior to the commencement of the Ride-A-Long, along with a copy of a valid State Issued I.D. (Driver's license or ID card).
4. Ambulances will NOT be reserved for a ride-along until a properly executed "Ride-Along Waiver" is received.
5. A new wavier must be filled out for each ride-along – with a maximum of two (2) allowed.
6. Students must complete their Ride-Along by between the hours of 07:00 and 23:00 – NO EXCEPTIONS

**RESPONSIBILITIES:**

It is the responsibility of all employees to ensure strict compliance with this policy.

## STANDARDS:

1. Licenses/Certifications
  - 1.1. Students must possess a valid CPR Card for Health Care Providers from the American Heart Association or American Red Cross.
2. Student Health
  - 2.1. Students must possess the following:
    - 2.1.1. Proof of a current TB skin test
    - 2.1.2. Proof of having received Hepatitis B vaccinations, or a declination
    - 2.1.3. Proof of vaccination, past history of or titer for MMR.
    - 2.1.4. Proof of Tetanus vaccination within the previous ten years
    - 2.1.5. Either a past history of, or a titer for Varicella (Chicken Pox)
3. Background Screening
  - 3.1. Students wishing to participate in clinical observations at EAS are required to undergo background checks and drug screening prior to their ride-a-long. The cost is the student's responsibility. EAS's vendor is Corra Group. However, the educational institution may have their own and EAS will accept background checks and drug screening conducted by them as long as their programs meet the following standards:
    - 3.1.1. The Background Check shall contain elements that will show if the individual would be precluded from EMT certification under the California Health and Safety Code. Specific elements that must be addressed in the background check include:
      - 3.1.1.1.1. The commission of any fraudulent, dishonest, or corrupt act which is substantially related to the qualifications, functions, and duties of prehospital personnel.
      - 3.1.1.1.2. Conviction of any crime which is substantially related to the qualifications, functions, duties of prehospital personnel.
      - 3.1.1.1.3. A requirement under Section 290 of the Penal Code to register as a sex offender, or for any offense involving force, duress, threat, or intimidation.
      - 3.1.1.1.4. A conviction during the preceding seven (7) years of any offense punishable as a felony and involving force, violence, threat, intimidation, or theft in either degree or currently on parole or probation for such offenses or crimes.
      - 3.1.1.1.5. Violating or attempting to violate any federal or state statute or regulation which regulates narcotics, dangerous drugs, or controlled substances.
    - 3.1.1.2. The Drug Screen shall include, at a minimum, the following:
      - 3.1.1.2.1. A 5-panel test for: Cannabinoids (THC), Cocaine, Methamphetamine, Opiates, Phencyclidine, in accordance with SAMHSA (Substance Abuse and Mental Health Services Administration) profile cutoff levels.
  - 3.2. Appearance
    - 3.2.1. Because a Ride-A-Long may be perceived as a representative of our Company, each Ride-A-Long must report to their assignment properly groomed and wearing the appropriate dress. Students are expected to dress neatly and in a manner consistent with the nature of EMS work – Essentially the same way we expect our own employees to appear. Any student who reports inappropriately dressed or groomed will be asked to leave and will not be allowed to return.

3.2.2. These are the standards that apply to those persons desiring to participate in Ride-A-Long activities on our ambulances:

3.2.2.1. Personal Grooming, Uniform

3.2.2.1.1. Ride-A-Longs are expected to maintain high standards of personal hygiene. This includes being clean and bathed before reporting for their assignment.

3.2.2.1.2. Hair should be clean, combed, and neatly trimmed and arranged. Shaggy, dirty, unkempt hair or hair of an unnatural color is not permitted, regardless of length or style. Extremes of any hairstyle are not permitted. Wearing of wigs or hairpieces is prohibited, unless they conform to all conditions of this policy.

3.2.2.1.3. Ride-A-Longs shall wear no adornments in the hair. Plain pins and clips worn by females are not considered adornments.

3.2.2.1.4. Sideburns shall not extend beyond the lowest part of the ear lobe and will end in a clean-shaven, horizontal line. Muttonchops sideburns are not permitted. Mustaches must not extend downward beyond the lip line of the upper lip or extend sideways greater than 1/2 inch beyond the corner of the mouth. In no case shall the bulk or length of any mustache, sideburns, or other facial hair interfere with establishing and maintaining a proper seal and with the efficient use of a Full-Face Respirator or other similar safety equipment. Under most circumstances Ride-A-Long's shall not wear beards. A beard being defined as any hair on individual's chin. Beards may only be authorized upon prior approval of the Company, when determined medically necessary by a physician, or because of other significant circumstance.

3.2.2.1.5. A Ride-A-Long's appearance reflects on the Company as a whole. Consequently, their assigned student uniform must be clean and in good condition, shoes or boots must be shined and accessories in good order. All shirt buttons, except for the top (collar button) will be buttoned at all times. In addition, shirts shall be tucked in at all times.

3.2.2.1.6. No excessive jewelry or makeup is permitted (e.g. bulky rings, dangling earrings). Necklaces must be kept inside of the T-shirt and out of public view.

3.2.2.2. Additional grooming requirements include the following:

3.2.2.2.1. Hair must not extend beyond the top of the shirt collar for males or must be pulled back for females;

3.2.2.2.2. Lipstick and makeup may be used by females in moderation;

3.2.2.2.3. Nail polish, if used, should be clear or flesh tones. Dark red, gold and silver are not acceptable, nor are fingernail tips that exceed one fourth of an inch;

3.2.2.2.4. While the use of a deodorant or antiperspirant is permissible and desirable, EAS maintains a "fragrance free" policy. This means that you a Ride-A-Long should not wear colognes, perfumes, or after-shave lotions that could have an adverse effect on patients or our employees; and

3.2.2.2.5. Excessive jewelry is prohibited.

3.2.2.3. Attire - EAS requires that Ride-A-Longs wear the following attire:

3.2.2.3.1. **Jacket (optional)** - matching pants in color, long sleeve only. An approved shirt must be worn under the jacket at all times.

- 3.2.2.3.2. **Nametag** – Ride-A-Long’s must wear an unaltered professional appearing nametag while on assignment. The nametag shall be visible and totally unobstructed and must bear the students First Initial and Last Name, and Title “EMT Intern or Student.” On shirts, the nametag shall be worn on the right anterior chest region. If a jacket is worn, the nametag shall be affixed to the right anterior chest region.
- 3.2.2.3.3. **Pants** – Navy Blue or Black, uniform style (i.e. Dickies) – No jeans.
- 3.2.2.3.4. **Shirts** – A white, collared shirt must be worn. Only a jacket or personal protective equipment loaned to the Ride-A-Long by EAS may be worn over the shirt.
- 3.2.2.3.5. **Footwear** – Ride-A-Longs are required to wear solid black leather footwear (shoes or boots). Soft leather or synthetic athletic shoes are not acceptable. Only solid black laces are allowed.
- 3.2.2.3.6. **Socks** – Navy blue or black socks if shoes are worn;
- 3.2.2.3.7. **Belt** – Pants must always be worn with a belt. The required belt is a plain black belt with a square nickel or black buckle.
- 3.2.2.3.8. **T-Shirt** – A plain white crew neck or V-neck T-shirt must be worn beneath the outer shirt at all times. T-shirts with colors or designs are not to be worn. Undergarments that may be seen through the shirt above the neckline must be white, with no markings, decals, or other trim.
- 3.2.2.4. Ride-A-Longs are prohibited from wearing the following:
  - 3.2.2.4.1. Sunglasses when entering homes, hospitals, businesses, physicians’ offices or other medical facilities, inside the patient care area of an ambulance.
  - 3.2.2.4.2. Earrings or any visible body piercing (i.e. tongue, eyebrow, nose, or lip piercing), other than one pair of plain posts for women;
  - 3.2.2.4.3. Tattoos that are visible while wearing a short sleeve shirt. Ride-A-Longs who have visible tattoos present shall cover them while on their assignment. Generally, long sleeved shirts must be worn to cover such tattoos;
  - 3.2.2.4.4. Undergarments with sleeves longer than the uniform sleeves; and
  - 3.2.2.4.5. Any badges, collar emblems, buttons, patches, pins, etc....
  - 3.2.2.4.6. Intentional body mutilation, piercing, branding, or intentional scarring that is excessive or eccentric is also prohibited. Some examples are:
    - 3.2.2.4.6.1. A pierced or split tongue
    - 3.2.2.4.6.2. Foreign objects inserted under the skin to create a design or pattern
    - 3.2.2.4.6.3. Enlarged or stretched out holes in the ears (other than a normal piercing
    - 3.2.2.4.6.4. Intentional scarring that appears on the neck, face or scalp.

**Emergency Ambulance Service – Ride-A-Long Waiver**

I request to be considered to ride along with Emergency Ambulance Service, Inc., hereinafter referred to as “EAS,” for the purpose of observing emergency medical services operations. I am aware that participation as an observer may require riding in EAS owned and operated vehicles, crossing streets, standing near automobile traffic and walking on uneven surfaces, as well as my close proximity to emergency equipment and related emergency activities and exposure to bodily fluids of those requiring emergency assistance. I am voluntarily participating in this activity with knowledge of the danger involved and agree to accept any and all risks of personal injury.

I, \_\_\_\_\_, on behalf of myself and my successors and \_\_\_\_\_ (Print Name) assigns, in consideration of being permitted to observe the operations and facilities of the EAS, do hereby agree to release, indemnify and hold harmless EAS, its officers, directors, agents, and employees from any and all liability, loss, claims, and demands, actions or causes of action for any injury or injuries of any nature that I may sustain or incur arising out of any act, occurrence, accident, or condition during the period I am so observing operations and facilities of EAS.

In addition, I, \_\_\_\_\_, on behalf of myself and my \_\_\_\_\_ (Print Name) successors and assigns, in consideration of being permitted to observe the operations and facilities of EAS, further agree to indemnify, defend and hold harmless EAS, its officers, directors, agents, and employees from any and all liability, loss, claims, and demands, actions or causes of action for the death or injury to any persons and for any property damage sustained or incurred by any person which arises or may arise or be occasioned in any way from any act, occurrence, accident, or condition caused by me during the period I am so observing operations and facilities of EAS.

I acknowledge that I am eligible to ride along no more than eight (8) hours per day between the hours of 7:00 am to 11:00 pm, Monday thru Friday, and that I am limited to do this on only two (2) occasions per lifetime. I further understand and acknowledge that I will be observing only and will not participate in any incident. I will come dressed as follows: in dark pants, (NO JEANS), with white shirt and enclosed black shoes. By signing this agreement, I agree to follow all of the provisions of the EAS Ride-A-Long Procedures.

I agree to follow any and all instructions, orders or commands given to me by the ambulance crew(s) I am allowed to ride with. I acknowledge that there is a potential for me to be removed from the ambulance unit that I am assigned to in the event of safety considerations, at any time during the ride along whether on an emergency call or not.

I authorize EAS to seek emergency medical treatment in case of injury, accident or illness. I understand that I will be responsible for medical costs incurred by such injury, accident or illness.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Name (Print Full Name)

\_\_\_\_\_  
Applicant's Address

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Phone

### Privacy Acknowledgement

I have been advised of the obligations of EAS relative to the Health Insurance Portability and Accountability Act (HIPAA). I understand that disclosure of protected health information without the written consent of the patient will subject me to civil penalties under the federal law. Further, I understand that it is not the intent EAS to release protected health information to me; however, if I become aware of any individually identifying patient information, including but not limited to, birth date, social security number, name, address, telephone number, or anything else that could specifically identify an individual, I agree to keep the information confidential and not to disclose this information to any other person or entity.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

### Safety Rules

The Observer must read and initial each safety rule below to formally: (1) acknowledge their understanding of the requirements, (2) indicate that he or she does not have any unanswered questions about how to comply with the provisions, and (3) signify his or her willingness to comply.

INITIALS	MANDATORY SAFETY RULES
	Observers shall follow the instructions of the hosting field crew, unless such instruction contradicts any element of the mandatory safety rules in this section.
	Observers shall not participate in the delivery of medical care to any patient at any time, regardless of current or past certifications/licenses or skills to do so.

INITIALS	MANDATORY SAFETY RULES
	Observers shall not assist in the raising, lowering, loading, unloading, positioning, or adjusting the gurney at any time. Similarly, Observers may not participate in the lifting, movement, or repositioning of any patient.
	Given the risk of infectious exposure, Observers are strongly encouraged to seek the advice and services of their private physician prior to participating in a ride-along experience. In doing so, Observers can make an informed decision about obtaining appropriate vaccinations and obtain other key information regarding how to reduce their risk of infectious exposure.
	Whenever the EAS vehicle is in operation, Observers shall wear a properly adjusted seatbelt.
	If a patient has been identified as a potential carrier of an airborne or droplet pathogen (e.g. tuberculosis, meningitis, etc.), the Observer shall limit his / her exposure on scene and shall ride in the front passenger seat of the ambulance during transport. <b>Be advised that early identification of such patients, prior to significant exposure, is not always possible.</b>
	Observers shall not store, transport or consume any food or liquid in the patient compartment of the ambulance. Similarly, Observers may not apply lip-balm; make up, contact lenses or other items while in the patient compartment.
	All patient effects, environmental surfaces in the back of the ambulance, the gurney and medical equipment should be considered infectious. Therefore, observers should cover areas of chapped, abraded or lacerated skin and wash their hands whenever an opportunity to do so is available (waterless hand cleaners are available in the field setting).
	During potentially hazardous scenes or patient extrications, Observers must remain at a safe distance even if they are unable to observe the extrication and/or treatment take place. Similarly, Observers must seek a safe vantage point at scenes that present a moving vehicle hazard (i.e. busy streets, highways, freeways, etc.). Even under such circumstances Observers must wear the same personal protective apparel worn by EAS employees (ANSI compliant Highway Safety Vest and Rescue Helmet with chin strap properly donned).
	For their own safety or due to operational circumstances, Observers must understand they might be dropped off by the EAS crew (in a safe location) or left at a scene at any time during a ride-along. Similarly, Observers may be required to remain with the EAS crew until the completion of a long transport or the end of the scheduled shift.
	Observers are required to report any injury, illness, or exposure they perceive may have occurred during the ride-along experience to the hosting crew and the on-duty field supervisor. This notification must be made immediately or as soon as possible thereafter.

**I have read, understood and initialed each of the safety rules above and, by affixing my signature below, I affirm my understanding / commitment to following the rules and the instructions of the hosting field crew or supervisors.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

To:	Board of Trustees	Date: February 22, 2021
Re:	Approval of Educational Affiliation Agreement with iLead California	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with iLead California, located in Acton, California, as presented.

Fiscal Impact:	None	Board Date: February 22, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez., Chancellor, RSCCD	

## EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and iLead California (“Agency”), located at 3720 Sierra Highway, Acton, California 93510.

### PART I.

#### **BASIS AND PURPOSE OF AGREEMENT**

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

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

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

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

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

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

### PART II.

#### **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

##### A. For the Program in General

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

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

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

A. For the Program in General

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

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Confidentiality of Patient Records

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

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

C. Indemnification

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

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

D. Insurance:

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

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

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

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

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

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

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

PART VI. **OTHER TERMS AND CONDITIONS**

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

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

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

If to Agency:

iLead California  
Attn: Amanda Buchheit  
3720 Sierra Highway  
Acton, California, 93510

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

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

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

<b>Agency:</b> iLead California	<b>District:</b> Rancho Santiago Community College District, on behalf of the Santa Ana College Speech-Language Pathology Assistant Program
Signature: _____	Signature: _____
Name: _____	Name: <u>Adam M. O'Connor</u>
Title: _____	Title: <u>Interim Vice Chancellor</u>
_____	<u>Business Operations/Fiscal Services</u>
Date: _____	Date: _____

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

To:	Board of Trustees	Date: February 22, 2021
Re:	Approval of First Amendment to College and Career Access Pathways a Dual Enrollment Partnership Agreement 2018-2019 between Rancho Santiago Community College District and Santa Ana Unified School District	
Action:	Request for Approval	

**BACKGROUND**

On March 12, 2018, the Rancho Santiago Community College District Board of Trustees approved the College and Career Access Pathways, a Dual Enrollment Partnership Agreement 2018-2019 between Rancho Santiago Community College District and Santa Ana Unified School District (“Agreement”) ([Click here](#)). The purpose of this Agreement was to expand dual enrollment opportunities consistent with the provisions of AB 288 for high school students, with the goal of developing seamless pathways from high school to community college.

**ANALYSIS**

The First Amendment to College and Career Access Pathways a Dual Enrollment Partnership Agreement 2018-2019 between Rancho Santiago Community College District and Santa Ana Unified School District (“Amendment”) corrects the Agreement Term to read "three years beginning on June 1, 2018, and ending on June 30, 2021" and correspond correctly to the numeric dates of 2018-2021.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the First Amendment to College and Career Access Pathways a Dual Enrollment Partnership Agreement 2018-2019 between Rancho Santiago Community College District and Santa Ana Unified School District, as presented.

Fiscal Impact:	None	Board Date: February 22, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Fernando Ortiz, Ph.D., Dean, Academic Affairs	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**FIRST AMENDMENT TO COLLEGE AND CAREER ACCESS PATHWAYS  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT 2018-2019  
BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND SANTA ANA UNIFIED SCHOOL DISTRICT**

This First Amendment to Agreement is dated effective as of the later of February 23, 2021 or the date fully executed by both parties ("Effective Date") and is entered into by and between Rancho Santiago Community College District ("COLLEGE"), 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 Santa Ana Unified School District; having its principal business address located at 1601 East Chestnut Ave. Santa Ana, CA 92701 (hereinafter called "SCHOOL DISTRICT").

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

Section 1.1 "TERM OF AGREEMENT" of the Agreement is hereby amended by deleting "The term of this CCAP Agreement shall be for three years beginning on June 1, 2018, and ending on June 30, 2020" and inserting the following in lieu thereof: "The term of this CCAP Agreement shall be for three years beginning on June 1, 2018, and ending on June 30, 2021"

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

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

Rancho Santiago Community College District

BY: \_\_\_\_\_  
Signature of Authorized Person

BY: \_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Print Name: Adam M. O'Connor

Print Title: \_\_\_\_\_

Title: Interim Vice Chancellor, Business Operations/Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Student Services**

To:	Board of Trustees	Date: February 22, 2021
Re:	Approval of Second Amendment to Agreement between Rancho Santiago Community College District and The Myers-Briggs Company (VitaNavis® Subscription Agreement Renewal)	
Action:	Request for Approval	

**BACKGROUND**

The Assessment Center coordinates and provides support for the Counseling 116 course career assessments that are given to students. Students that take these courses take the Myers-Briggs Type Indicator (MBTI) and SuperStrong Interest Inventory (SSII). Santa Ana College has administered the MBTI to 4,960 students, and the SSII to 9,782 students during the past three (3) years. After the students complete the MBTI and SSII, a paper report with the results is printed out for the counselor and student to interpret and review in class. The Myers-Briggs Company is the sole and exclusive source publisher of this assessment in the United States. The SSII is being administered to seniors in the Santa Ana Unified School District and two (2) high schools in the Garden Grove Unified School District to guide their selection of their Career & Academic Pathway found on the Santa Ana College application. The Board of Trustees approved the original two (2) year agreement on February 26, 2018 ([click here](#)) and the first amendment to that agreement on March 9, 2020.

**ANALYSIS**

The MBTI and SSII are designed to help individuals explore educational and career options on their own without offering a facilitated interpretation session. From student admission through graduation, it supports students’ understanding of their unique personal attributes and interests as they are considering or choosing a major and/or career. It is an unlimited access tool that can be used during individual counseling sessions, for high school students, undecided students and would help support the Guided Pathway efforts at Santa Ana College. The term of the Second Amendment to Agreement will be April 1, 2021 – March 31, 2022.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Second Amendment to Agreement between Rancho Santiago Community College District and The Myers-Briggs Company (VitaNavis® Subscription Agreement Renewal), as presented.

Fiscal Impact:	\$35,000	Board Date: February 22, 2021
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Maria Dela Cruz, Ph.D., Dean, Counseling	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND THE MYERS-BRIGGS COMPANY  
(VitaNavis® Subscription Agreement-Renewal)**

This Second Amendment to Agreement is dated effective as of March 10, 2021 and is entered into by and between Rancho Santiago Community College 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 The Myers-Briggs Company; a California benefit company having its principal business address located at 185 N. Wolfe Road, Sunnyvale, Ca 94086 (hereinafter called "Contractor").

District and Contractor entered into a certain Agreement dated effective February 5, 2018.

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

1. **Renewal & Invoicing.** Subject to the terms of the Agreement, the Contractor and District agree to extend the term of the Agreement for the Renewal Subscription Period described in further detail below, and at the rates described in further detail below. Upon execution of this Amendment, the Contractor will invoice District, and District agrees to pay the Renewal Fee set forth below to the Contractor within thirty (30) days of the invoice date.

Renewal Subscription Period:	April 1, 2021 – March 31, 2022
Renewal Fee:	\$35,000

2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between District and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

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

IN WITNESS WHEREOF, Parties hereby agree.

The Myers-Briggs Company

Rancho Santiago Community College District

BY:

BY:

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Signature

Print Name: Steve Nolan

Print Name: Adam M. O'Connor

Print Title: SVP, Global Sales

Title: Interim Vice Chancellor, Business Operations/Fiscal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

To: Board of Trustees	Date: February 22, 2021
Re: Approval of Proposed Revisions for the 2021 – 2022 Santa Ana College Catalog	
Action: Request for Approval	

**BACKGROUND**

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2020 that impact the 2021 - 2022 Santa Ana College Catalog. It includes new courses, program revisions, and other curricula changes that are reflected in the catalog.

**ANALYSIS**

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

**RECOMMENDATION**

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

Fiscal Impact: None	Board Date: February 22, 2021
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Brian Sos, Ph.D., Chair, Curriculum and Instruction Council	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



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## CURRICULUM AND INSTRUCTION COUNCIL

DATE: February 22, 2021

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

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

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

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

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

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

**NEW COURSES** (See Attachment #1)

One (1) new course was approved due to new and/or expanded programs or major changes in the discipline.

**REVISED COURSES** (See Attachment #2)

Six (6) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

**DISTANCE EDUCATION OFFERINGS** (See Attachment #3)

Seven (7) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with portions of the instruction which the instructor and student are separated by distance and maintain regular effective contact through the assistance of communication technology in lieu of face-to-face interaction.

**NEW COURSE**

**Credit**

1. Honors Healthful Living

**Non-Credit**

None

**REVISED COURSES**

**Credit**

1. Dance 201A, Ballet I
2. Dance 201B, Ballet II
3. Dance 219A, Jazz Dance I
4. Dance 219B, Jazz Dance II
5. Dance 220, Jazz Dance III
6. Dance 221, Jazz Dance IV

**Non-Credit**

None

**DISTANCE EDUCATION OFFERINGS**

**Credit**

1. Dance 201A, Ballet I
2. Dance 201B, Ballet II
3. Dance 219A, Jazz Dance I
4. Dance 219B, Jazz Dance II
5. Dance 220, Jazz Dance III
6. Dance 221, Jazz Dance IV
7. Honors Healthful Living

**Non-Credit**

None

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College – President’s Office**

To:	Board of Trustees	Date:	February 22, 2021
Re:	Ratification of Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in association with Eastside Family Medical Associates, Inc.		
Action:	Request for Ratification		

**BACKGROUND**

Santa Ana College (SAC) and Medica Testing Group, Inc. (“Medica”) in association with Eastside Family Medical Associates, Inc. (“EFMA”) wish to collaborate and respond to the Coronavirus (“COVID-19”) Pandemic by working together in furthering COVID-19 response and prevention for the health and safety of the public, including testing and related services for SAC’s staff, students, athletes and related personnel. Testing began on Tuesday, February 16, 2021.

**ANALYSIS**

SAC is requesting the Rancho Santiago Community College District Board of Trustees (“Board”) ratify the Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in association with Eastside Family Medical Associates, Inc. (“Agreement”), which was signed by Chancellor Martinez on February 12, 2021, to continue COVID-19 testing onsite at SAC through June 4, 2021. The Agreement covers the scope of operations at the SAC campus, as well as insurance and other issues relating to the liability of between all parties. This Agreement shall be effective February 9, 2021 and continue through June 4, 2021, unless terminated earlier pursuant to the terms of the Agreement. It carries no costs or other financial arrangements. Under the authority granted to the Chancellor by Resolution No. 20-03, Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19): *“Whereas, it is imperative to have the tools to ensure the health and safety of students, faculty, staff, and families on our campuses...”* The Chancellor executed this Agreement which is presented to the Board for ratification.

**RECOMMENDATION**

It is recommended the Board of Trustees ratify the Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in association with Eastside Family Medical Associates, Inc. as presented.

Fiscal Impact:	None	Board Date:	February 22, 2021
Prepared and Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

## AGREEMENT FOR COVID-19 TESTING SERVICES

This **AGREEMENT FOR COVID-19 TESTING SERVICES** (“Agreement”), dated as of February 9, 2021 (“Effective Date”), is by and among **MEDICA TESTING GROUP, INC.**, a California corporation (“Medica”) in association with **EASTSIDE FAMILY MEDICAL ASSOCIATES, INC.**, a California professional corporation (“EFMA”) (Medica and EFMA are collectively referred to herein as “Contractor”) and Rancho Santiago Community College District on behalf of **SANTA ANA COLLEGE** (“SAC”). Contractor and SAC may sometimes be referred to individually as a “Party”, and collectively, as the “Parties”.

### RECITALS

**A.** In response to the coronavirus (“COVID-19”) pandemic, the Parties wish to work together in furthering COVID-19 response and prevention to further the health and safety of the public, including testing and related services for SAC’s staff, students, athletes and related personnel.

**B.** EFMA, with the administrative and management services of Medica, has the capability and capacity to provide certain COVID-19 medical testing services (“Services”) as described in this Agreement; and

**C.** SAC desires to retain Contractor to provide the Services for SAC’s staff, students, student athletes and related personnel to detect whether asymptomatic or symptomatic individuals have the active COVID-19 virus. Contractor desires to perform the Services for SAC under the terms and conditions of this Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, EFMA, Medica and SAC agree as follows:

1. **Scope of Work; Services.** Contractor shall provide to SAC and oversee, on a weekly basis, testing of SAC’s staff and students for COVID-19 during the Term (as defined below) of this Agreement. Contractor shall provide and oversee a Polymerase Chain Reaction anterior nares nasal swab test (“PCR Test”) for staff and students in athletics. For staff and students who are not in athletics, Contractor shall provide and oversee antigen rapid self-testing kits (“Rapid Test”) for COVID-19. To the extent any individual receives a positive COVID-19 Rapid Test result, Contractor shall immediately provide and oversee a PCR Test for the purpose of further screening each positive-tested individual. The details concerning the Services to be provided by Contractor to SAC on a bi-weekly basis (two days per week) during the Term of this Agreement shall be governed by this Agreement, and each weekly issued and accepted Scope of Work, discussed further below, the form of which is attached hereto as Exhibit A and incorporated herein by this reference. The days and hours of testing may be revised each week in the weekly Scope of Work to adapt to scheduling needs and anticipated testing demands. Contractor, via its Contractor Contract Manager (as defined below), and SAC shall complete a Scope of Work form each week during the Term of this Agreement to determine the scope of Services to be provided each week. The Scope of

Work shall be deemed issued and accepted only if signed by the Contractor Contract Manager and the SAC Contract Manager (each as defined below). Each Scope of Work form that is executed by and between the Parties pertaining to the Services under this Agreement shall be incorporated into this Agreement by reference. The aforementioned Services shall be provided and overseen by Contractor to SAC on SAC's campus, in the specified locations and on the dates and times mutually agreed upon between the Parties as detailed in the weekly Scope of Work prior to any such date the Services shall be rendered pursuant to this Agreement. All staff and students who request testing shall be required to register and make appointments in advance. Contractor may, from time to time, reduce the testing hours and close down the testing site earlier than the time set forth in the Scope of Work on any particular testing day if the number of persons who actually present for testing is less than the amount that was anticipated based upon the number of persons who registered for testing on such day. Prior to closing the testing site as authorized in the foregoing sentence, Contractor shall: (i) notify the SAC Contract Manager and (ii) contact all persons with pending appointments on such day and assist them in rescheduling their appointments.

2. **Contractor Obligations.** Contractor shall:

2.1 EFMA and Medica shall work together in administering, operating and fulfilling the Services to be provided pursuant to this Agreement and as permitted by law. EFMA and Medica pursuant to a separate Management Services Agreement between EFMA and Medica shall properly designate and allocate the responsibilities of "Contractor" pursuant to and in order to fulfill the Services to be provided pursuant to this Agreement, and appropriately advise SAC of the same.

2.2 Designate a number of employees or independent contractors that it determines, in its sole and reasonable discretion to be appropriate per each weekly Scope of Work, and capable of performing and overseeing the Services.

2.3 Identify a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement ("Contractor Contract Manager").

2.4 Require that the Contractor Contract Manager respond promptly to any reasonable request from SAC for instructions, information or approvals required by SAC in connection with receiving the Services.

2.5 Provide all necessary components of COVID-19 testing supplies and equipment to collect samples for use by SAC.

2.6 With regard to any laboratory PCR Test that may need to be provided, use its best efforts to ensure that its turn-around time for delivering laboratory test result reports to SAC shall not exceed seventy-two (72) hours from the time of receipt at Contractor's designated laboratory to the time a detailed lab report is received by SAC or another turn-around time specified on any weekly Scope of Work with respect to particular PCR Tests, in which event Contractor shall use its best efforts to meet the turn-around times set forth in that weekly Scope of Work for those tests. If there is a delay in reported results or additional testing is required to confirm or clarify the result of a specific test or sample, and the additional testing cannot be performed within the applicable turn-around time, Contractor shall notify SAC when results will be available.

2.7 Cooperate with SAC with respect to the performance of Services.

2.8 Maintain any requisite licenses, registrations, accreditations and inspections required in the performance of Services pursuant to this Agreement, comply with all applicable federal and state laws and regulations applicable to performing the Services and perform the Services in a manner consistent with the level of care and skill exercised by members of the same profession operating under similar conditions.

2.9 To the extent any student, staff or related personnel tests positive, appropriately contact that individual, while maintaining adherence to any applicable privacy and confidentiality laws, including HIPAA.

2.10 Comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including all requirements pertaining to a data breach, including, when appropriate or required, all procedures for notification and mitigation of any such data breach. If Contractor knows or suspects there has been unauthorized access to data pertaining to SAC students, staff or related personnel, Contractor shall provide written notification to SAC within a reasonable amount of time of the incident, not to exceed forty-eight (48) hours.

3. **SAC Obligations**. SAC shall:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (“SAC Contract Manager”), with such designation to remain in force unless and until a successor SAC Contract Manager is appointed.

3.2 Require that SAC Contract Manager respond promptly to any reasonable requests from Contractor for instructions, information or approvals required by SAC in connection with receiving the Services.

3.3 Provide for Contractor’s exclusive use a private room and/or appropriate outdoor accommodations on site of SAC’s premises to oversee the self-administration of the Rapid Tests and PCR Tests, including the safe collection of samples, in connection with all local, state and national social distancing and health guidelines. All facilities use, cleaning and use of equipment shall be addressed through SAC’s Facilities Use Agreement.

3.4 Arrange for and administrate all logistical components and costs related thereto pertaining to the Services.

3.5 Identify the individuals subject to testing and prepare and deliver communications to such individuals regarding testing process, requirements, locations, dates, times, etc. SAC shall be responsible for all identity verification for all students, staff and related personnel.

3.6 Require the individuals presented to Contractor for the Services review and execute the appropriate HIPAA releases and consent forms as a condition to receiving a test, with the

understanding by SAC and each such individual that consent is required for release of the test results for such individual to the State of California, Orange County, SAC and any other party directed or required of any governmental authority by law, regulation, ordinance, policy or otherwise.

3.7 Notify Contractor of any complaint within twenty-four (24) hours of occurrence. Any complaint not provided within such time shall be deemed a waiver by SAC and acceptance of the Services.

3.8 Remain responsible with regard to any required contact tracing related to any student, staff or related personnel with a positive test result, while complying with any privacy and/or confidentiality requirements, including HIPAA.

#### 4. **Term; Termination; Survival.**

4.1 This Agreement shall commence as of the Effective Date and shall continue through June 4, 2021 (“Term”), unless terminated earlier pursuant to the terms of this Agreement.

4.2 Either Party may terminate this Agreement at any time with or without cause upon thirty (30) days’ prior written notice to the other Party.

4.3 The Term of this Agreement may be extended by a writing executed by the Parties.

4.4 The rights and obligations of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

#### 5. **Fees and Expenses.**

5.1 Pursuant to this Agreement, Contractor shall directly bill SAC’s students’ and/or staff and related personnels’ applicable insurance provider for Services provided. If any staff and or student or related personnel is uninsured and/or a carrier denies payment, SAC shall be responsible to pay Contractor for any such fees, the fees of which are set out in the Fee Schedule attached to this Agreement as Exhibit B and incorporated herein by this reference. The fees for the Services shall not increase unless agreed to, in writing, by SAC. Unless otherwise provided for in the weekly Scope of Work, said fees shall be payable by SAC to Contractor, as designated by Contractor Contract Manager within thirty (30) days of receipt by SAC of a monthly invoice from Contractor. Contractor shall detail in each invoice, the dates in which Services were rendered, and for each date, the number and types of tests rendered.

5.2 Any additional expenses incurred by Contractor in the performance of this Agreement shall be submitted to SAC in advance and pre-approved in writing by the SAC Contract Manager not less than five (5) business days prior to any required purchase of such expenses and Contractor shall provide SAC with a copy of the invoice and supporting documentation.

5.3 SAC shall be responsible for all sales, use and excise taxes and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by SAC hereunder; provided that, in no event shall SAC pay or be responsible for any taxes imposed on, or regarding Contractor's income, revenues, gross receipts, personnel or real or personal property or other assets.

5.4 In the event SAC disputes all or a portion of any invoice, SAC shall advise Contractor in writing within fifteen (15) days of receipt of such invoice of the portion being disputed and the reason for such dispute, however SAC shall pay any undisputed portion of any invoice as specified in this Agreement. Within fifteen (15) days of SAC's notification to Contractor of any such dispute, SAC and Contractor shall meet in an effort to resolve the dispute. If the dispute remains unresolved, then within thirty (30) calendar days of any resolution effort, the Parties agree to resolve their dispute through binding arbitration in Orange County, California, pursuant to the rules of the American Arbitration Association. If any arbitration is brought to enforce or interpret the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs of suit and collection, in addition to any other relief to which it may be entitled.

5.5 Except for invoiced payments that SAC has disputed and remain unresolved, all late undisputed invoice payments shall bear interest at the less of (a) the rate of 2% per month and (b) the highest rate permissible under applicable law, calculated daily and compounded monthly from the date in which the undisputed invoice payment is deemed due.

6. **Ownership; Use of Materials.** Contractor agrees that all materials, reports or products in any form, including electronic, created by Contractor for which Contractor has been compensated pursuant to this Agreement shall be the sole property of SAC. The material, reports, or products may be used by SAC for any purpose that SAC deems to be appropriate, including, but not limit to, duplication and/or distribution within SAC or to third parties. Contractor agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of SAC. Contractor shall have no right to utilize any of the intellectual property or information collected pursuant to the rendering of Services of SAC and shall specifically not use SAC's name, logo, photographs or any likenesses without the prior written permission of SAC. SAC and Contractor shall be responsible for compliance with the Health Insurance Portability And Accountability Act ("HIPAA") and any privacy or security requirements related thereto that may apply.

7. **Confidentiality.** From time to time during the Term of this Agreement, either Party ("Disclosing Party") may disclose or make available to the other Party ("Receiving Party"), nonpublic, proprietary, and confidential information of Disclosing Party, including, but not limited to, organizational information, marketing plans, financial information, and information regarding clients, vendors, suppliers, and employees ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such

Confidential Information; (c) was in Receiving Party's Group's (as defined below) possession prior to Disclosing Party's disclosure under this Agreement; (d) was or is independently developed by Receiving Party without using any Confidential Information; or (e) is required to be disclosed in accordance with law or court order. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party's Group would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section only, Receiving Party's Group shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors. Each Receiving Party shall promptly return all Confidential Information of the other Party it holds in written form and all copies of it upon the Disclosing Party's written demand, except for Confidential Information that may be incorporated in any information that the Receiving Party is required to maintain by law to verify the work that it performed, which may be retained by such Party subject to the restrictions contained in this Section.

## 8. **Regulatory Compliance.**

8.1 Compliance with Law/Material Breach. Each Party represents and warrants that in the performance of its obligations under this Agreement, it will comply with all applicable laws, rules, or regulations that pertain to its operations as they may apply to this Agreement ("Applicable Laws"). Failure by either Party to comply with any Applicable Law as required by this Agreement shall be considered a material breach of this Agreement. In the event of a determination that this Agreement is not in compliance with any Applicable Law, then the Parties shall negotiate in good faith to bring this Agreement into compliance.

8.2 HIPAA/FERPA Compliance. Each Party represents and warrants that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the Parties by implementing and maintaining privacy and security policies, procedures, and practices, and administrative, physical and technological safeguards and security mechanisms that reasonably and adequately protect the confidentiality, integrity and availability of the protected health information created, received, maintained or transmitted under this Agreement, all as required by, and set forth more specifically in, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or related privacy regulations, as applicable, and SAC represents and warrants that it shall further comply with the Family Educational Rights and Privacy Act (FERPA), as, in each case, may be amended from time to time.

In the event HIPAA or FERPA or other the privacy regulations or security regulations require any addition to or modification of this Agreement, the Parties shall use commercially reasonable efforts to agree upon such additions or modifications in a timely manner. If such agreement cannot be reached in a timely manner, either Party may terminate this Agreement by written notice to the other Party.

9. **Insurance.** During the term of this Agreement, each of SAC, EFMA and Medica shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in the minimum amounts of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annually in the aggregate. Upon the other Party's request, each shall provide the other with a certificate of insurance from the insurer evidencing the insurance coverage specified in this Agreement (or if either self-insures, documented proof of the existence of a self-insurance program meeting the requirements set forth in this Section). The certificate of insurance shall name the other as an additional insured. Each shall provide the other with thirty (30) days' advance written notice in the event of a cancellation or material change in the insurance policies. Except where prohibited by law, each shall require its insurer to waive all rights of subrogation against the other's insurers. If such insurance is of the "claims made" type, each Party agrees that the insurance shall be continued for a period of at least four (4) years after the termination of this Agreement, or each shall purchase extended reporting period insurance (also known as "tail coverage") to extend the insurance for a minimum of four (4) years after the termination of this Agreement.

10. **Indemnification.** Each Party ("Indemnitor") shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, affiliates, agents, representatives and volunteers ("Indemnitee") from and against any and all third party claims, losses, damages to or for loss of use of property and for injuries to or death of any person or persons, including property and employees or agents of Indemnitee, costs, expenses or liabilities to the extent arising out of its obligations pursuant to this Agreement, and shall defend, indemnify and hold harmless Indemnitee, its directors, officers, employees, affiliates, agents, representatives and volunteers from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers compensation claims and including attorneys' fees and reasonable expenses for litigation or settlement, resulting from or arising out of the negligent or wrongful acts, errors or omissions of Indemnitor, its directors, officers, employees, affiliates, agents, representatives and volunteers arising out of Indemnitor's performance of this Agreement. The Section shall survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement, including and together with any weekly Scope of Work, the Fee Schedule, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Scope of Work, the terms and conditions of this Agreement shall supersede and control.

12. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its

address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices may be given by: (1) hand delivery and shall be deemed given on the date of delivery, (2) registered or certified mail and shall be deemed given the third day following the date of mailing, or (3) overnight delivery by a reputable overnight delivery service and shall be deemed given the following day.

Notice to SAC: Rancho Santiago Community College  
District on behalf of Santa Ana College  
Attention: Marvin Martinez, Chancellor  
1530 W. 17th Street  
Santa Ana, California 92706  
Email: martinez\_marvin@rsccd.edu  
Tel.: (714) 450-7450

SAC Contract Manager Rancho Santiago Community College  
District on behalf of Santa Ana College  
Attention: Adam O'Connor  
Interim Vice Chancellor of Business  
Operations/Fiscal Services  
1530 W. 17th Street  
Santa Ana, California 92706  
Email: o'connor\_adam@rsccd.edu  
Tel.: (714) 480-7320

Notice to EFMA: Eastside Family Medical Associates, Inc.  
Attention: Enrique J. Gonzalez, M.D.  
321 South Mednik Ave.  
Los Angeles, California 90022  
Email: egonzamd@g.ucla.edu  
Tel.: (323) 376-2696

Notice to Medica: Medica Test Group, Inc.  
Attention: Cesar Hindu  
3 Pointe Drive, Suite 107  
Brea, California 92821  
Email: chindu@medicatg.com  
Tel.: (714) 235-3279

Contractor Contract Manager  
(If different from above) Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, California \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel.: \_\_\_\_\_

13. **Severability**. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

14. **Attorneys' Fees**. If there is any legal action or proceeding between the Parties arising from or based on this Agreement, the unsuccessful Party to such action or proceeding shall pay to the prevailing Party all costs and expenses, including reasonable attorneys' fees and expenses, incurred by such prevailing Party in such action or proceeding and in any appeal in connection therewith. If such prevailing Party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees and expenses shall be included in and as a part of such judgment.

15. **Amendments**. No amendment to or modification, rescission, termination or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

16. **Waiver**. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. **Assignment**. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve either Party of any of its obligations under this Agreement.

18. **Successors and Assigns**. This Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

19. **Relationship of the Parties**. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Contractor shall be under its own control, SAC being interested only in the results thereof. Contractor shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give SAC the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet SAC's final approval and shall be subject to SAC's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or

other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. **No Third-Party Beneficiaries**. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person, entity, or organization any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

21. **Governing Law**. This Agreement and all related documents, including all exhibits attached to this Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and construed in accordance with, the laws of the State of California, United States of America, without regard to the conflict of laws provisions thereof. Venue for any court proceedings in connection herewith shall be in the state or federal courts located within the County of Orange, California.

22. **Authority**. Each signatory to this Agreement hereby represents and warrants that he/she has authority to sign this Agreement and properly obtained all necessary authority to enter into this Agreement on behalf of their respective Party and to bind their respective Parties to each of the terms of this Agreement. This Agreement is a legal, valid and binding obligation on both of the Parties, and enforceable against each Party.

23. **Counterparts; Electronic Signatures**. This Agreement may be executed in multiple counterparts (including facsimile and electronic “.pdf”, “.tif” or “.jpg” copies thereof), each of which shall be deemed an original, and all of which together shall constitute one and the same agreement. The use of electronic signatures and electronic records (including any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper based recordkeeping system to the fullest extent permitted by applicable law, including the Electronic Signatures in Global and National Commerce Act, any state law based on the Uniform Electronic Transactions Act and the Uniform Commercial Code. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[Remainder of Page Intentionally Left Blank. Signatures on Following Page]*

IN WITNESS WHEREOF, EFMA, Medica and SAC have executed this Agreement as of the Effective Date.

**"EFMA"**

**EASTSIDE FAMILY MEDICAL  
ASSOCIATES, INC.**

By: \_\_\_\_\_

Name: Enrique Gonzalez, M.D.

Title: President

**"MEDICA"**

**MEDICA TESTING GROUP, INC.**

By: \_\_\_\_\_

Name: Fred Flores

Title: President

**"SAC"**

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

By: Marvin Martinez

Name: Marvin Martinez

Title: Chancellor

**EXHIBIT A  
SCOPE OF WORK**

**WEEK OF:** \_\_\_\_\_

**DATE(S):**

**DAY 1:**

Monday 10:00 am – 3:00 pm (Staff and Students for In-Person Class)<sup>1</sup> \_\_\_\_ (Check as applicable)

**DAY 2:**

Tuesday 10:00 am – 3:00 pm (Athletes and Athletic Staff)<sup>2</sup> \_\_\_\_ (Check as applicable)

**DATE(S) / TIME(S):**

(Specify Bi-Weekly Dates and Time for Testing, if different from or in addition to the above)

\_\_\_\_\_  
\_\_\_\_\_

**TESTING LOCATION: SAC shall be responsible for providing testing locations. Monday tests shall be outdoors in a parking lot designated by SAC. Tuesday locations shall be indoors inside a gym designated by SAC.**

**QUANTITY OF COVID-19 TESTING SERVICES REQUIRED FOR WEEK:**

**RAPID TESTS:** (Specify Quantity of Rapid Test required each day for week.)

**DAY 1:** \_\_\_\_\_

**PCR TESTS:** (Specify Quantity of PCR Tests required each day for week.)

**DAY 1:** \_\_\_\_\_

**DAY 2:** \_\_\_\_\_

**ADDITIONAL NOTES/ SPECIAL INSTRUCTIONS:**

\*\*\*Monday Test Results go to Don Maus for follow up; Tuesday Test Results go to Don Maus and Doug Manning for follow up.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVALS:**

**SAC Contract Manager**

By:  
Name:  
Title:  
Date:

**EMFA/MEDICA - Contractor Contract Manager**

By:  
Name:  
Title:  
Date:

<sup>1</sup> Staff and students that are tested on Mondays will first receive a COVID-19 Rapid Test. To the extent any individual receives a positive COVID-19 Rapid Test result, Contractor shall immediately provide and oversee a PCR Test for the purpose of further screening each positive-tested individual.

<sup>2</sup> Athletic staff and athletes that are tested on Tuesdays will receive a PCR Test.

**EXHIBIT B  
FEE SCHEDULE**

**FEES FOR SERVICES:**

- Rapid Test:
  - Antigen Rapid Test EUA Certified -- **\$51.00/each**
- PCR Test -- **\$135.00/each**
  - \*PCR Test to only be provided when an antigen rapid test comes back positive

Application Addendum – MEDICA COVID 19 Testing Spring 2021

Santa Ana College  
February 16, 2021 – June 4, 2021  
Mondays and Tuesdays - 9:00 a.m. – 4:00 p.m.

This addendum is to clarify testing dates, testing parameters, and set up and resources. Please initial each section to show agreement.

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**Section I – Testing Dates**

Testing Dates:

February: 16, 22, 23

March: 1, 2, 8, 9, 15, 16, 22, 23, 29, 30

April: 5, 6, 12, 13, 19, 20, 26, 27

May: 3, 4, 10, 11, 17, 18, 24, 25, 31

June 1

\_\_\_\_\_Initial

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**Section II - Testing Parameters**

1. All testing will be held in the following locations
  - a. Mondays: Area in front of Cook Gym, and near ADA ramp landing and in front of stairs – for any SAC faculty, students, and staff
  - b. Tuesdays: Small Gym, W-107 – Athletics faculty, staff, and students only
2. The testing area will have sufficient social distancing/plexiglass for a SAC staff member to be present to verify that individuals receiving a test are either a staff or student of SAC.

\_\_\_\_\_Initial

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**Set Up/Resources**

1. Santa Ana College will provide tables and chairs for this event. To be stored inside W-107.
2. Medica will provide their own canopies.
3. Medica staff will set up and break down canopies, tables, and chairs for testing on Mondays.

\_\_\_\_\_Initial

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## RULES & REGULATIONS FOR USE OF COLLEGE FACILITIES

Initial

- FF At least one authorized college employee shall be on duty whenever a facility is being used. Such employee shall be in charge of facility use and will report any damage or problems and may request law enforcement support if necessary. The college shall determine when management or skilled college personnel must be present and will assess charges accordingly.
- FF The group or organization using the facilities will be liable for any damage to or destruction of District property. The applicant shall be fully responsible for damage to District property and equipment. Fees will be assessed for all damages and repairs required to restore said facility and equipment to its original condition. The college reserves the right to request a fee deposit from the applicant.
- FF No intoxicants or narcotics are permitted in any form on college property at any time. Any unauthorized use of intoxicants or narcotics by any individual, group or organization, will be reported immediately to the local law enforcement agency and, if necessary, the event will be immediately shut down.
- FF The group or organization contracting for the use of facilities is responsible for preservation of order and enforcement of all regulations pertaining to the use of college facilities.
- FF Parking is enforced 24/7 and vehicles not displaying a valid parking permit will be cited. All groups, organizations, staff and participants shall adhere to posted parking regulations. No parking is allowed on any walkways or sidewalks without prior college approval.
- FF Playing music (live, DJ, recorded or other) is prohibited, unless administratively waived in writing by the campus Vice President of Administrative Services.
- FF Selling or serving food and beverages, or allowing cooking or barbecuing or food brought in from the outside by participants is prohibited, unless administratively waived in writing by the college.
- FF Tobacco use, including electronic cigarettes and/or unapproved nicotine delivery systems, is not permitted in any building, facility, or on campus grounds

### **Special Regulations - All Weather Track Surface and Artificial Turf Field**

- FF 1. Gasoline/diesel or electric carts are NOT to be operated on the track surface or artificial turf field (emergency vehicles excepted).
- FF 2. There shall be no food and/or drinks, sunflower seeds, etc. on any athletic field. Furthermore, there shall be no animals (with the exception of service animals AR344) allowed on campus, in any college facilities or athletic fields.
- FF 2. Heavy equipment, heavy items, stools or any object with sharp or tapered protrusions are not to be used directly on the track or artificial turf field. The permittee must provide plywood or some type of approved protection for the track surface.

All events shall conform to all city, county, and state ordinances and fire regulations. Failure to abide by these rules and regulations constitutes grounds for cancellation of the event and the organization to be barred from any future use.

**In case of emergency, please contact Campus Safety at 714-564-6330**

## EXHIBIT A

Rancho Santiago Community College District

### INSURANCE REQUIREMENTS FOR USE OF FACILITIES

Below are the insurance requirements for the use of Rancho Santiago Community College District facilities.

1. A Certificate of Insurance must be provided for the following: Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limits of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage. **The Rancho Santiago Community College District, its Board, Officers, employees, agents and volunteers are to be named as "Additional Insured" by separate endorsement.**
2. These policies shall be in full force and effect for no less than 48 consecutive hours prior to the date of the activity shown on the Application/Permit for Use of Facilities, and it shall remain in full force and effect for no less than 48 consecutive hours after the termination of the activity.
3. Under "Description of Operations" on the Certificate of Insurance, the information must include the user, date/s and name of event, as well as the facility location.
4. Under "Certificate Holder" it must read:  
  
Rancho Santiago Community College District  
ATTN: Facilities  
1530 W. 17th Street  
Santa Ana, CA 92706
5. The Certificate of Insurance must clearly indicate a typed "Date of Issuance".
6. The Certificate of Insurance **must** be an original (**photocopies will not be accepted**) and come directly from the producer.
7. The Certificate of Insurance must be signed by authorized issuer.
8. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the District.
9. The original Certificate of Insurance should be sent via email to [taylor\\_maria@sac.edu](mailto:taylor_maria@sac.edu) or mailed to:

Santa Ana College  
Maria Taylor/Administrative Services  
1530 W. 17th Street  
Santa Ana, CA 92706

Rancho Santiago Comm Coll District  
 Bank Code: 92 District Funds

Board Meeting of 02/22/21  
 Check Registers Submitted for Approval  
 Checks Written for Period 01/26/21 Thru 02/08/21

AP0020  
 Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68736	General Fund Unrestricted	7,655.75	0.00	7,655.75	92*0545225	92*0545242
68737	General Fund Unrestricted	254,560.69	0.00	254,560.69	92*0545069	92*0545173
68743	General Fund Unrestricted	647.14	0.00	647.14	92*0545245	92*0545245
68744	General Fund Unrestricted	11,134.80	0.00	11,134.80	92*0545384	92*0545418
68745	General Fund Unrestricted	124,184.76	0.00	124,184.76	92*0545251	92*0545346
68752	General Fund Unrestricted	196,203.63	0.00	196,203.63	92*0545419	92*0545485
68755	General Fund Unrestricted	121.24	0.00	121.24	92*0545493	92*0545493
<b>Total Fund 11 General Fund Unrestricted</b>		<b>\$594,508.01</b>	<b>\$0.00</b>	<b>\$594,508.01</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68551	General Fund Restricted	0.00	56,697.00	-56,697.00	92*0540776	92*0540776
68737	General Fund Restricted	181,244.33	0.00	181,244.33	92*0545072	92*0545179
68743	General Fund Restricted	120,183.65	0.00	120,183.65	92*0545243	92*0545247
68745	General Fund Restricted	610,699.48	0.00	610,699.48	92*0545249	92*0545351
68752	General Fund Unrestricted	388,452.59	0.00	388,452.59	92*0545422	92*0545488
<b>Total Fund 12 General Fund Unrestricted</b>		<b>\$1,300,580.05</b>	<b>\$56,697.00</b>	<b>\$1,243,883.05</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68737	GF Unrestricted One-Time Func	62,361.93	0.00	62,361.93	92*0545070	92*0545176
68745	GF Unrestricted One-Time Func	58,403.67	0.00	58,403.67	92*0545248	92*0545352
68752	GF Unrestricted One-Time Func	24,624.15	0.00	24,624.15	92*0545427	92*0545486
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b><u>\$145,389.75</u></b>	<b><u>\$0.00</u></b>	<b><u>\$145,389.75</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68738	Child Development Fund	1,111.08	0.00	1,111.08	92*0545180	92*0545188
68746	Child Development Fund	2,410.70	0.00	2,410.70	92*0545353	92*0545359
<b>Total Fund 33 Child Development Fund</b>		<b>\$3,521.78</b>	<b>\$0.00</b>	<b>\$3,521.78</b>		

Checks Written for Period 01/26/21 Thru 02/08/21

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
68739	Capital Outlay Projects Fund	253,947.63	0.00	253,947.63	92*0545189	92*0545207
68747	Capital Outlay Projects Fund	100,472.08	0.00	100,472.08	92*0545360	92*0545366
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b><u>\$354,419.71</u></b>	<b><u>\$0.00</u></b>	<b><u>\$354,419.71</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68740	Bond Fund, Measure Q	408,661.98	0.00	408,661.98	92*0545208	92*0545219
68748	Bond Fund, Measure Q	1,324,173.24	0.00	1,324,173.24	92*0545367	92*0545373
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b><u>\$1,732,835.22</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,732,835.22</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68741	Property and Liability Fund	262.97	0.00	262.97	92*0545220	92*0545220
68749	Property and Liability Fund	180,644.56	0.00	180,644.56	92*0545374	92*0545377
<b>Total Fund 61 Property and Liability Fund</b>		<b>\$180,907.53</b>	<b>\$0.00</b>	<b>\$180,907.53</b>		

Checks Written for Period 01/26/21 Thru 02/08/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68750	Workers' Compensation Fund	393.00	0.00	393.00	92*0545378	92*0545381
68753	Workers' Compensation Fund	5,206.46	0.00	5,206.46	92*0545489	92*0545490
<b>Total Fund 62 Workers' Compensation Fu</b>		<b><u>\$5,599.46</u></b>	<b><u>\$0.00</u></b>	<b><u>\$5,599.46</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68742	Student Financial Aid Fund	138,285.57	0.00	138,285.57	92*0545221	92*0545224
68751	Student Financial Aid Fund	2,000.00	0.00	2,000.00	92*0545382	92*0545383
68754	Student Financial Aid Fund	73,907.00	0.00	73,907.00	92*0545491	92*0545492
<b>Total Fund 74 Student Financial Aid Fund</b>		<b><u>\$214,192.57</u></b>	<b><u>\$0.00</u></b>	<b><u>\$214,192.57</u></b>		

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**SUMMARY**

Total Fund 11 General Fund Unrestricted	594,508.01
Total Fund 12 General Fund Unrestricted	1,243,883.05
Total Fund 13 GF Unrestricted One-Time Fund	145,389.75
Total Fund 33 Child Development Fund	3,521.78
Total Fund 41 Capital Outlay Projects Fund	354,419.71
Total Fund 43 Bond Fund, Measure Q	1,732,835.22
Total Fund 61 Property and Liability Fund	180,907.53
Total Fund 62 Workers' Compensation Fund	5,599.46
Total Fund 74 Student Financial Aid Fund	214,192.57
Grand Total:	<u><u>\$4,475,257.08</u></u>

Checks Written for Period 01/26/21 Thru 02/08/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1A2101530	SAC Diversified Agency Fund	14,373.96	0.00	14,373.96	1A*0002420	1A*0002430
1A2102106	SAC Diversified Agency Fund	1,641.42	0.00	1,641.42	1A*0002431	1A*0002433
<b>Total 1A SAC Diversified Agency Fund</b>		<b><u><u>\$16,015.38</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$16,015.38</u></u></b>		

Checks Written for Period 01/26/21 Thru 02/08/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1B2101530	SAC Bookstore Fund	8,960.74	0.00	8,960.74	1B*0002694	1B*0002704
1B2102106	SAC Bookstore Fund	32,749.92	8,965.00	23,784.92	1B*0002705	1B*0002717
<b>Total 1B SAC Bookstore Fund</b>		<b><u>\$41,710.66</u></b>	<b><u>\$8,965.00</u></b>	<b><u>\$32,745.66</u></b>		

Checks Written for Period 01/26/21 Thru 02/08/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1C2101530	SAC Community Education Fund	1,907.67	0.00	1,907.67	1C*0001297	1C*0001299
<b>Total 1C SAC Community Education Fund</b>		<b><u>\$1,907.67</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,907.67</u></b>		

Checks Written for Period 01/26/21 Thru 02/08/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1S2101530	SAC Associated Students Fund	1,169.29	0.00	1,169.29	1S*0001773	1S*0001774
<b>Total 1S SAC Associated Students Fund</b>		<b><u>\$1,169.29</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,169.29</u></b>		

Checks Written for Period 01/26/21 Thru 02/08/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1T2101530	SAC Diversified Trust Fund	26,858.17	0.00	26,858.17	1T*0002095	1T*0002102
1T2102106	SAC Diversified Trust Fund	52,148.38	0.00	52,148.38	1T*0002103	1T*0002104
<b>Total 1T SAC Diversified Trust Fund</b>		<b><u><u>\$79,006.55</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$79,006.55</u></u></b>		

**SUMMARY**

Total Fund 1A SAC Diversified Agency Fund	16,015.38
Total Fund 1B SAC Bookstore Fund	32,745.66
Total Fund 1C SAC Community Education Fu	1,907.67
Total Fund 1S SAC Associated Students Fun	1,169.29
Total Fund 1T SAC Diversified Trust Fund	79,006.55
<b>Grand Total:</b>	<b><u><u>\$130,844.55</u></u></b>

Checks Written for Period 01/26/21 Thru 02/08/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A2101530	SCC Diversified Agency Fund	175.14	116.76	58.38	2A*0001874	2A*0001876
<b>Total 2A SCC Diversified Agency Fund</b>		<b>\$175.14</b>	<b>\$116.76</b>	<b>\$58.38</b>		

Checks Written for Period 01/26/21 Thru 02/08/21

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
2B2101530	SCC Bookstore Fund	66,377.60	5,128.08	61,249.52	2B*0002372	2B*0002387
2B2102106	SCC Bookstore Fund	58,218.70	14,541.84	43,676.86	2B*0002388	2B*0002394
<b>Total 2B SCC Bookstore Fund</b>		<b><u>\$124,596.30</u></b>	<b><u>\$19,669.92</u></b>	<b><u>\$104,926.38</u></b>		

Checks Written for Period 01/26/21 Thru 02/08/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2C2101530	SCC Community Education Fund	1,810.90	0.00	1,810.90	2C*0001227	2C*0001227
2C2102106	SCC Community Education Fund	67.21	0.00	67.21	2C*0001228	2C*0001228
<b>Total 2C SCC Community Education Fund</b>		<b><u>\$1,878.11</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,878.11</u></b>		

Checks Written for Period 01/26/21 Thru 02/08/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2S2101530	SCC Associated Students Fund	134.93	0.00	134.93	2S*0001469	2S*0001471
<b>Total 2S SCC Associated Students Fund</b>		<b><u>\$134.93</u></b>	<b><u>\$0.00</u></b>	<b><u>\$134.93</u></b>		

Checks Written for Period 01/26/21 Thru 02/08/21

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2T2101530	SCC Diversified Trust Fund	275.00	0.00	275.00	2T*0001570	2T*0001570
2T2102106	SCC Diversified Trust Fund	63.77	0.00	63.77	2T*0001571	2T*0001571
<b>Total 2T SCC Diversified Trust Fund</b>		<u><b>\$338.77</b></u>	<u><b>\$0.00</b></u>	<u><b>\$338.77</b></u>		

**SUMMARY**

Total Fund 2A SCC Diversified Agency Fund	58.38
Total Fund 2B SCC Bookstore Fund	104,926.38
Total Fund 2C SCC Community Education Fu	1,878.11
Total Fund 2S SCC Associated Students Fun	134.93
Total Fund 2T SCC Diversified Trust Fund	338.77
<b>Grand Total:</b>	<b><u><u>\$107,336.57</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 01/26/2021 To 02/08/2021  
Board Meeting on 02/22/2021**

**BACKGROUND**

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

**ANALYSIS**

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

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>		
1000 ACADEMIC SALARIES	4,669	
2000 CLASSIFIED SALARIES		2,520
3000 EMPLOYEE BENEFITS		5,575
4000 SUPPLIES & MATERIALS		6,574
5000 OTHER OPERATING EXP & SERVICES	10,000	
<b>Total Transfer Fund 11</b>	<b>\$14,669</b>	<b>\$14,669</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
1000 ACADEMIC SALARIES	1,547	
2000 CLASSIFIED SALARIES		4,941
3000 EMPLOYEE BENEFITS	3,067	
4000 SUPPLIES & MATERIALS	150,043	
5000 OTHER OPERATING EXP & SERVICES	241,957	
6000 CAPITAL OUTLAY		323,191
7000 OTHER OUTGO		68,482
<b>Total Transfer Fund 12</b>	<b>\$396,614</b>	<b>\$396,614</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>		
5000 OTHER OPERATING EXP & SERVICES	2,500	
6000 CAPITAL OUTLAY	15,400	
7000 OTHER OUTGO		17,900
<b>Total Transfer Fund 13</b>	<b>\$17,900</b>	<b>\$17,900</b>
<b><u>Fund 33: Child Development Fund</u></b>		
2000 CLASSIFIED SALARIES	23,445	
3000 EMPLOYEE BENEFITS		21,608
5000 OTHER OPERATING EXP & SERVICES		1,837
<b>Total Transfer Fund 33</b>	<b>\$23,445</b>	<b>\$23,445</b>
<b>BUDGET INCREASES AND DECREASES</b>		
	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
8100 FEDERAL REVENUES	(128,800)	
8600 STATE REVENUES	(327,636)	
1000 ACADEMIC SALARIES		(56,351)
2000 CLASSIFIED SALARIES		(969)
3000 EMPLOYEE BENEFITS		(14,034)
4000 SUPPLIES & MATERIALS		(20,089)
5000 OTHER OPERATING EXP & SERVICES		(137,443)
7000 OTHER OUTGO		(227,550)
<b>Total Transfer Fund 12</b>	<b>\$(456,436)</b>	<b>\$(456,436)</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
 BUDGET BOARD REPORT  
 From 01/26/2021 To 02/08/2021  
 Board Meeting on 02/22/2021**

<b>BUDGET INCREASES AND DECREASES</b>	<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>		
8100 FEDERAL REVENUES	128,800	
8600 STATE REVENUES	222,550	
7000 OTHER OUTGO		351,350
<b>Total Transfer Fund 74</b>	<b>\$351,350</b>	<b>\$351,350</b>

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 01/26/2021 To 02/08/2021  
Board Meeting on 02/22/2021

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

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
<b>BCFVCEZI19    02/01/21</b>		
5000    OTHER OPERATING EXP & SERVICES	25,000	
6000    CAPITAL OUTLAY		25,000
<b>Total Reference BCFVCEZI19</b>	<b>\$25,000</b>	<b>\$25,000</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Adjust 6413 budget for planned SCC bookstore locker expense		
<b>BCGVTOAMRD    01/27/21</b>		
1000    ACADEMIC SALARIES		19,875
3000    EMPLOYEE BENEFITS		22,790
5000    OTHER OPERATING EXP & SERVICES	42,665	
<b>Total Reference BCGVTOAMRD</b>	<b>\$42,665</b>	<b>\$42,665</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Transfer to fund SWP local project 2184 salary and benefits		
<b>BCSEWB63TG    02/03/21</b>		
4000    SUPPLIES & MATERIALS	150,000	
5000    OTHER OPERATING EXP & SERVICES	130,000	
6000    CAPITAL OUTLAY		280,000
<b>Total Reference BCSEWB63TG</b>	<b>\$280,000</b>	<b>\$280,000</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Purchase of Digital Dons laptops		
<b>BCURJAQ2N0    02/02/21</b>		
1000    ACADEMIC SALARIES	52,661	
3000    EMPLOYEE BENEFITS	20,443	
7000    OTHER OUTGO		73,104
<b>Total Reference BCURJAQ2N0</b>	<b>\$73,104</b>	<b>\$73,104</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Transfer salary and benefits to SAC student aid		
<b>BCZXAMB0VP    01/27/21</b>		
1000    ACADEMIC SALARIES		45,000
5000    OTHER OPERATING EXP & SERVICES	10,000	
7000    OTHER OUTGO	35,000	
<b>Total Reference BCZXAMB0VP</b>	<b>\$45,000</b>	<b>\$45,000</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Fund OEC part-time counselors		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 01/26/2021 To 02/08/2021  
Board Meeting on 02/22/2021

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B026909</b>	<b>01/27/21</b>		
8600	STATE REVENUES	100,000	
1000	ACADEMIC SALARIES		56,351
2000	CLASSIFIED SALARIES		969
3000	EMPLOYEE BENEFITS		14,034
4000	SUPPLIES & MATERIALS		20,000
5000	OTHER OPERATING EXP & SERVICES		8,646
<b>Total Reference B026909</b>		<b>\$100,000</b>	<b>\$100,000</b>
<b>Reason:</b>	Delete Budget		
<b>Description:</b>	Delete budget - 2450 MCHS		
<b>B026912</b>	<b>02/02/21</b>		
8600	STATE REVENUES	(200,000)	
1000	ACADEMIC SALARIES		(112,702)
2000	CLASSIFIED SALARIES		(1,938)
3000	EMPLOYEE BENEFITS		(28,068)
4000	SUPPLIES & MATERIALS		(40,000)
5000	OTHER OPERATING EXP & SERVICES		(17,292)
<b>Total Reference B026912</b>		<b>\$(200,000)</b>	<b>\$(200,000)</b>
<b>Reason:</b>	Delete Budget		
<b>Description:</b>	Delete budget 2450 - grant application not submitted for 2020-2021		
<b>BC1U96YP2E</b>	<b>01/27/21</b>		
8100	FEDERAL REVENUES	(50,000)	
5000	OTHER OPERATING EXP & SERVICES		(50,000)
<b>Total Reference BC1U96YP2E</b>		<b>\$(50,000)</b>	<b>\$(50,000)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Reduce fund 74 CARES funding/transfer to scholarships and grants		
<b>BC6VJ5FDA9</b>	<b>01/27/21</b>		
8600	STATE REVENUES	(227,550)	
7000	OTHER OUTGO		(227,550)
<b>Total Reference BC6VJ5FDA9</b>		<b>\$(227,550)</b>	<b>\$(227,550)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Funds for EOPS benefit book grant (SP21) (part 1 of 2)		
<b>BC9OG8S0N5</b>	<b>01/27/21</b>		
8100	FEDERAL REVENUES	(50,000)	
5000	OTHER OPERATING EXP & SERVICES		(50,000)
<b>Total Reference BC9OG8S0N5</b>		<b>\$(50,000)</b>	<b>\$(50,000)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Transfer to student scholarships and grants for SCC Upward Bound		
<b>BCUDLIFYNS</b>	<b>02/08/21</b>		
8100	FEDERAL REVENUES	(25,000)	
5000	OTHER OPERATING EXP & SERVICES		(25,000)
<b>Total Reference BCUDLIFYNS</b>		<b>\$(25,000)</b>	<b>\$(25,000)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Transfer to TRIO/UBMS emergency student aid grant		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 01/26/2021 To 02/08/2021  
Board Meeting on 02/22/2021

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
<b>B026915</b>	<b>02/07/21</b>		
8100	FEDERAL REVENUES	(1,446,953)	
7000	OTHER OUTGO		(1,446,953)
<b>Total Reference B026915</b>		<b>\$(1,446,953)</b>	<b>\$(1,446,953)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Adjust budget to transfer funds from SP 1229		
<b>B026916</b>	<b>02/07/21</b>		
8100	FEDERAL REVENUES	1,446,953	
7000	OTHER OUTGO		1,446,953
<b>Total Reference B026916</b>		<b>\$1,446,953</b>	<b>\$1,446,953</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	New budget for 1225 CRRSAA HEERF 2 - Student Aid		
<b>BC4A82BQV7</b>	<b>01/27/21</b>		
8600	STATE REVENUES	227,550	
7000	OTHER OUTGO		227,550
<b>Total Reference BC4A82BQV7</b>		<b>\$227,550</b>	<b>\$227,550</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Funds for EOPS benefit book grant (SP21) <i>(part 2 of 2)</i>		
<b>BC7Q0JOIXG</b>	<b>01/27/21</b>		
8100	FEDERAL REVENUES	50,000	
7000	OTHER OUTGO		50,000
<b>Total Reference BC7Q0JOIXG</b>		<b>\$50,000</b>	<b>\$50,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Increase student scholarships and grants for SCC Upward Bound		
<b>BCACEUM5BQ</b>	<b>01/27/21</b>		
8100	FEDERAL REVENUES	50,000	
7000	OTHER OUTGO		50,000
<b>Total Reference BCACEUM5BQ</b>		<b>\$50,000</b>	<b>\$50,000</b>
<b>Reason:</b>	Adjustment		
<b>Description:</b>	Increase Student Development/Special Programs scholarships and grants		
<b>BCJOV756SY</b>	<b>02/08/21</b>		
8100	FEDERAL REVENUES	25,000	
7000	OTHER OUTGO		25,000
<b>Total Reference BCJOV756SY</b>		<b>\$25,000</b>	<b>\$25,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Increase Guardian Scholars/CAMP Emergency Student Aid grant (SCC)		

**RECOMMENDATION**

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

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

To: Board of Trustees	Date: February 22, 2021
Re: Approval of Nonresident Fees for 2021-22	
Action: Request for Approval	

**BACKGROUND**

Education Code §76140, amended by Assembly Bill No. 3255 approved on September 18, 2018, requires the Board of Trustees to establish the tuition fee for nonresidents prior to March 1 each year. The District is also authorized under Education Code §76141, amended by Assembly Bill No. 947 approved on October 11, 2009, to charge any nonresident student an amount not to exceed the amount that was expended by the District for capital outlay costs in the preceding fiscal year. Any fee charged for capital outlay cannot exceed 50% of the non-resident tuition fee established by the District and the funds must be expended for capital outlay purposes. Education Code §76142 allows districts to charge a processing fee (application fee) to nonresident students who are both citizens and residents of a foreign country an amount not to exceed the actual cost of processing an application and other documentation required by the federal government or \$100 whichever is less (the colleges currently charge \$50). These fees are in addition to other student enrollment fees charged to resident students.

**ANALYSIS**

Using total 2019-20 District expenditures for education and applying the allowed two-year inflation factor of 5.4% results in a calculated cost of \$356 per unit or \$401 per unit for credit only. The regulations regarding nonresident tuition fee calculations allow districts to charge its calculated per-unit rate or one of the following per-unit rates:

		<b><u>2020-21</u></b>	<b><u>2021-22</u></b>
<b>1</b>	The District's computed cost of education	\$312	\$356
<b>2</b>	The District's computed cost of education (credit-only)	\$347	\$401
<b>3</b>	The statewide average cost	\$290	\$307
<b>4</b>	Highest statewide average cost	\$290	\$307
<b>5</b>	Up to the level charged by any contiguous district	\$290	\$TBD
<b>6</b>	Up to the preceding fiscal year average rate of 12 comparable states based on cost of living	\$414	\$365

The District's current calculated cost or maximum rate for capital outlay purposes is \$67 per unit based on 2019-20 actual capital outlay costs. For 2020-21 the District charged \$290 per unit for nonresident tuition and \$10 per unit for capital outlay, for a total of \$300. For 2021-22, the District is proposing to charge the statewide average rate of \$307 per unit for nonresident

tuition and a capital outlay fee of \$10, for a total of \$317 per unit. This represents a total increase of \$17 per unit, or 5.7%. In addition, the colleges propose that the application fee remain at the current rate of \$50.

Various exemptions to these fees are provided in the law under Education Code §68130.5 and §76140 et seq.

**RECOMMENDATION**

It is recommended the Board of Trustees establish the nonresident tuition fee at \$307 per unit, the capital outlay fee at \$10 per unit, and the application fee at \$50 for 2021-22 as presented.

Fiscal Impact:	Estimated \$2 Million in Fee Revenue	Board Date:	February 22, 2021
Prepared by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services		
Submitted by:	Adam M. O'Connor, Interim 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: February 22, 2021
Re:	Receive and Accept the Rancho Santiago Community College District Audit Reports for the Fiscal Year ended June 30, 2020	
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 2019-2020 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 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 February 3, 2021. The final audit reports are available on the Fiscal Services department [website](#).

**RECOMMENDATION**

It is recommended the Board of Trustees receive and accept the Rancho Santiago Community College District Audit Reports for the fiscal year ended June 30, 2020 as presented.

Fiscal Impact:	Not Applicable	Board Date: February 22, 2021
Prepared by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Adam M. O'Connor, Interim 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: February 22, 2021
Re: Approval of Appointments for the Measure Q Citizens' Bond Oversight Committee	
Action: Request for Approval	

**BACKGROUND**

One of the requirements for bond measures that are approved under the auspices of Proposition 39 is the provision of a Citizens' Bond Oversight Committee comprised of individuals who satisfy various categories of membership. The Board of Trustees approved the membership of the original committee in February of 2013 and acts upon the appointment, reappointment and reaffirmation of the committee each year as needed.

**ANALYSIS**

Currently, the Measure Q Citizens' Bond Oversight Committee has four vacancies. The District received application materials from Cecilia Aguinaga and Barbara Rooker to serve on two of the vacancies of the committee. The application materials were reviewed by myself and Chancellor Martinez. These two appointments would complement and strengthen the diversity of this committee and bring the total membership to nine. Both Ms. Aguinaga and Ms. Rooker are deeply committed to the citizens of Santa Ana through their various appointments and volunteer work for many years. Therefore the following appointments are recommended, leaving only two vacancies remaining on the committee:

<b>Name</b>	<b>Membership Category</b>	<b>Recommended Action</b>
Cecilia Aguinaga	Senior Citizens' Organization	March 2021- March 2023
Barbara Rooker	Community at-large #5	March 2021- March 2023
Vacant	Community at-large #6	
Vacant	Taxpayers Association	

**RECOMMENDATION**

It is recommended the Board of Trustees approve appointments for the Measure Q Citizens' Bond Oversight Committee as presented.

Fiscal Impact: None	Board Date: February 22, 2021
Prepared by: Adam M. O'Connor, Interim Vice Chancellor of Business Operations/Fiscal Services	
Submitted by: Adam M. O'Connor, Interim Vice Chancellor of 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: February 22, 2021
Re:	Approval of Amendment to Agreement with Bernards Bros. Inc. – Construction Management Services for the Science Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND**

This is an amendment to an existing agreement for additional services. On July 17, 2017, the Board of Trustees approved an agreement with Bernards Bros. Inc. (Bernards) for construction management services for the Science Center at Santa Ana College. As the construction manager, Bernards provides oversight throughout construction of the project including coordination with the contractor, project inspector, special inspectors, and design team. The construction manager facilitates all communication with the contractor and oversees and manages the contractor's progress. Due to the window sealant failure that has occurred on the building, window corrective work and retesting of windows must occur prior to acceptance and completion of the project. This work is anticipated to continue through April 2021. Bernards will continue to be involved on the project until this corrective work is completed and accepted by the District. To see original agreement, please [click here](#).

**ANALYSIS**

The amendment is to increase the contract by \$175,719. The total contract amount has increased from \$2,207,283 to \$2,383,002. The District has reviewed the fee and it is reasonable and within industry standards. The services covered by this agreement commenced on July 18, 2017 and ends when the notice of completion for the construction work, Division of State Architect Certification and when project close-out has been achieved. The costs associated with this amendment continue to be evaluated and included as part of the District's damages associated with the delay as the District considers options to recover such costs.

This agreement is funded by Measure Q.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the amendment to agreement with Bernards Bros. Inc. – Construction Management Services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	\$175,719	Board Date: February 22, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

# Board Agreement Summary

**Board Date: 2/22/21**

Project: Science Center

Site: **Santa Ana College**

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Consultants: **Bernards Bros. Inc.**

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Type of Service: Construction Management Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	
					<b>End</b>
Original Contract Amount	\$1,983,283.00	\$164,000.00	7/18/2017		12/31/2020
Amendment #1					12/31/2020
Amendment #2	\$60,000.00				Project Close-Out
Amendment #3	\$175,719.00				Project Close-Out
<b>Total Agreement Amount</b>	<b>\$2,383,002.00</b>				

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**AGREEMENT NO. 0233.00/DESCRIPTION:**

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Amendment #3 for additional services.

This agreement #0233.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$175,719.00**

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**Contract End Date:** **Project Close-Out**

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**THIRD AMENDMENT TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **23rd** day of **FEBRUARY** in the year **2021**, between **BERNARDS BROS. 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. 0233.00 entered into on July 17, 2017 and amended on June 25, 2018 and December 14, 2020 to provide construction management services for the Science Center at Santa Ana College. Please amend the AGREEMENT to include the following:
1. By increasing the allowance per the attached Exhibit A;
  2. By increasing the AGREEMENT amount by ONE-HUNDRED SEVENTY-FIVE THOUSAND SEVEN HUNDRED NINETEEN DOLLARS (\$175,719) from TWO MILLION TWO HUNDRED SEVEN THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS (\$2,207,283), for a total AGREEMENT amount of TWO MILLION THREE HUNDRED EIGHTY-THREE THOUSAND TWO DOLLARS (\$2,383,002).
- B. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0233.00, effective July 17, 2017, shall remain in full force and effect.

Agreement No. 0233.03  
Board Approval: February 22, 2021  
Purchase Order: 18-P0047833

**BERNARDS BROS. INC.**

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

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Adam M. O'Connor

Title \_\_\_\_\_

Interim 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, Interim Director of Purchasing

**EXHIBIT A**

1. This amendment shall increase the allowance as follows:

Allowance: **ONE HUNDRED SEVENTY FIVE THOUSAND SEVEN HUNDRED NINETEEN DOLLARS (\$175,719)** for additional staffing from February 1, 2021 to April 30, 2021, and reimbursable expenses.

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

To:	Board of Trustees	Date: February 22, 2021
Re:	Approval of Amendment to Agreement with McCarthy Building Companies, Inc. – Lease-Leaseback Construction Services for the Science Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND**

On November 13, 2017, the Board of Trustees approved an agreement with McCarthy Building Companies, Inc. (“McCarthy”) for Lease-Leaseback Construction Services for the Science Center at Santa Ana College. This is an amendment to the contract to modify and further clarify the construction zone boundaries between the Science Center and the new Health Sciences building (also referred to as Russell Hall Replacement) projects. The contractor, Balfour Beatty Construction, LLC (“Balfour Beatty”), for the new Health Sciences building will be starting construction on March 1, 2021 in the area just adjacent the Science Center. The District needs to amend McCarthy’s agreement in order to allow access for Balfour Beatty as the area was included in the site leased to McCarthy for construction laydown and staging areas for the Science Center. This amendment also approves a delegation of authority to Interim Vice Chancellor to execute the final amendment documents or any necessary minor changes associated with such. To see original agreement, please [click here](#).

**ANALYSIS**

The amendment is to modify the Site Lease and Exhibit B to clarify the construction zone boundaries between the two projects of Science Center and the new Health Sciences building. The parties may have minor adjustments to the final site lease and exhibit documents.

This agreement is funded by Measure Q.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the amendment to agreement with McCarthy Building Companies, Inc. for Lease-Leaseback Construction Services for the Science Center at Santa Ana College and approve a delegation of authority to the Interim Vice Chancellor to execute the final amendment documents.

Fiscal Impact:	N/A	Board Date: February 22, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**AMENDMENT NO. 1  
TO  
LEASE-LEASEBACK DOCUMENTS BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
MCCARTHY BUILDING COMPANIES, INC.  
(SANTA ANA COLLEGE – SCIENCE CENTER PROJECT)**

This Amendment No. 1 to the Lease-Leaseback Documents (“**Amendment**”) is made and entered into on **February 23, 2021**, between **McCarthy Building Companies, Inc.** (“**Contractor**”) and **Rancho Santiago Community College District** (“**District**”) (collectively, the “**Parties**”).

**RECITALS**

- A. WHEREAS, Contractor and District entered into the following two leases pursuant to Education Code Section 81335 under which Contractor is to provide for the **Santa Ana College – Science Center Project** (“**Project**”):
1. Site Lease by and between the Parties, dated as of **November 14, 2017** (“**Site Lease**”); and
  2. Facilities Lease by and between Parties, dated as of **November 14, 2017** (“**Facilities Lease**”).
- (Collectively, with all incorporated exhibits, the “**Lease-Leaseback Documents**”);
- B. WHEREAS, it is now the desire and intention of the Parties to amend the Lease-Leaseback Documents as indicated in this Amendment.

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

**TERMS AND CONDITIONS**

- I. **Replace** Exhibit B to the Site Lease and the Facilities Lease with the attached **Amended Exhibit B** that adjusts the Project Site.
- II. The Parties acknowledge that this Amendment is subject to approval or ratification by the District Board of Education (“**Board**”). In the event that the Board rejects this Amendment, none of the Parties shall be deemed to have waived any rights with respect to the Lease-Leaseback Documents.
- III. All other provisions of the Lease-Leaseback Documents shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease-Leaseback Documents, the provisions of this Amendment shall control.
- IV. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act (“**UETA**”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.

Agreement No. 0249.01  
Board Approval: February 22, 2021  
Purchase Order: 18-BP001341

**ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_\_\_

Dated: \_\_\_\_\_, 20\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**MCCARTHY BUILDING COMPANIES, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Adam M. O'Connor

Print Name: \_\_\_\_\_

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

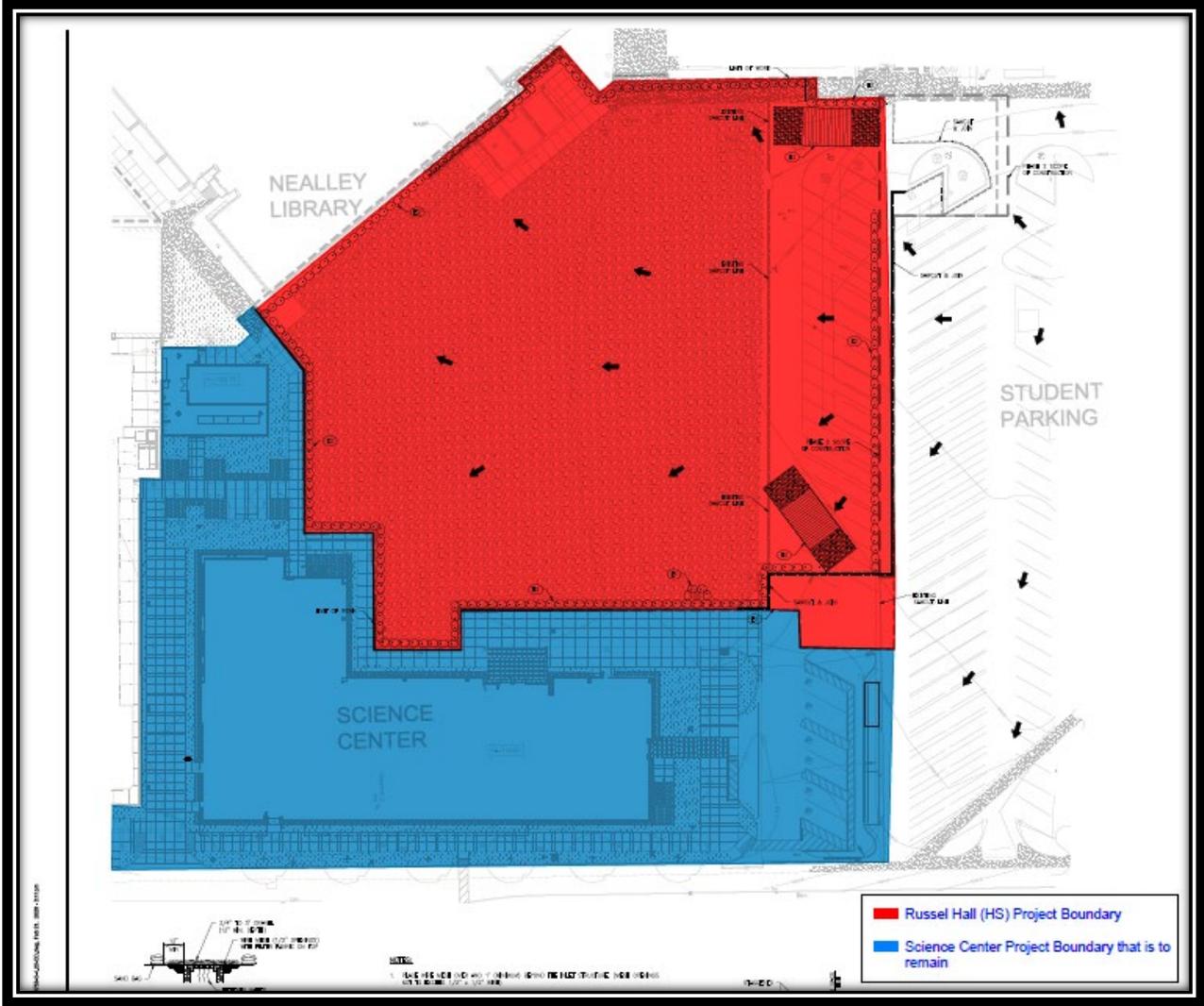
Print Title: \_\_\_\_\_

**AMENDED EXHIBIT B  
TO SITE LEASE  
AND  
TO FACILITIES LEASE**

**DESCRIPTION OF PROJECT SITE(S)  
AND  
DESCRIPTIONS OF THE PROJECTS AT SANTA ANA COLLEGE SITE**

**PROJECT SITE(S) DESCRIPTION:**

Below is a site diagram for the revised portions of the Santa Ana College Site (shaded in blue) that are subject to the Site Lease and the Facilities Lease and upon which Contractor will construct the Project(s).



**PROJECT(S) DESCRIPTION:**

The Science Center Project is a new three-story building, approximately 67,000 square feet. It will house modern laboratories, classrooms, lecture classrooms and Division/Faculty offices, including:

- Division Office
- Faculty Offices
- (2) Standard Classrooms
- (1) Large Classroom
- (1) Divisible Classroom
- (1) Computer Lab
- (1) Engineering Lab & Support Space
- (6) Biology Labs & Support Spaces
- (2) Geology Labs & Support Space
- (5) Chemistry Labs & Support Spaces
- (1) Physics Lab & Support Space
- (1) Science Learning Center
- Student Collaboration Areas

The Project consists of two (2) phases. Phase 1 is demolition of existing buildings and construction of new masonry wall including all required electrical upgrades to furnish power at the new wall. Phase 2 is the all remaining project scope not included in Phase 1.

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

To:	Board of Trustees	Date: February 22, 2021
Re:	Ratification of Award of Bid #1394 – Welding Concrete Masonry Unit Wall Extension at Santa Ana College	
Action:	Request for Ratification	

**BACKGROUND**

This is a ratification for the award of Bid #1394 – Welding Concrete Masonry Unit (CMU) Wall Extension project at Santa Ana College. This project is an extension to the CMU wall just east of the exterior welding yard area adjacent Building J, to increase the height by two feet to mitigate arc flashing from the exterior welding stations during class activities. Per Board Policy and Administrative Regulation 6601 *Facility Modification and New Construction*, Santa Ana College requested and desires to add new exterior lighting and 120 volt electrical outlets for class equipment, power tools, etc. and the CMU wall would be able to accommodate the expansion for a new 120 volt run along the wall. The increase of the wall height is the first phase of work which will allow the exterior welding stations to move further away from the building closer to the wall, as the current stations are too close to the existing building and have insufficient walking space around the stations which is a trip hazard to students. In the future, additional lighting will also be added to the CMU wall to facilitate further exterior instructional use in areas that have insufficient lighting at this time and to provide a safer working environment for the evening classes.

**ANALYSIS**

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1394 for the welding CMU wall extension project at Santa Ana College was advertised on the District’s website, and a Notice of Inviting Bids was sent to eight contractors from the District’s qualified contractors list on December 7, 2020.

An optional job walk was conducted on December 15, 2020, and there was one attendee. Bids were opened on January 7, 2021, as noted on the attached bid summary. The District received one bid for the project. Southern Counties Quality Masonry, Inc. (Santa Ana) submitted the lowest responsive bid in the amount of \$183,700. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements.

The Interim Vice Chancellor of Business Operations/Fiscal Services has authorized the award of the contract under the authority of CUPCCAA to Southern Counties Quality Masonry, Inc.

The anticipated start date is February 22, 2021. The estimated construction duration is 93 calendar days.

The project is funded by Capital Outlay Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees ratify the award of Bid #1394 – Welding Concrete Masonry Unit Wall Extension at Santa Ana College as presented.

Fiscal Impact:	\$183,700	Board Date: February 22, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



**Facility Planning, District Construction and Support Services**  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706-1640

**BID SUMMARY**

**BID #1394**

**PROJECT:** Welding CMU Wall Extension Project at Santa Ana College

**TIME: 2:00 P.M.**

**DATE: January 7, 2021**

**BIDDERS**

**TOTAL BASE BID AMOUNT**

Southern Counties Quality Masonry, Incorporated  
1517 North Fairview Street  
Santa Ana, CA 92706

\$183,700

**1 TOTAL BIDDER**

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

To:	Board of Trustees	Date: February 22, 2021
Re:	Ratification of Award of Bid #1395 – Parking Ticket Kiosk Project at Santa Ana College	
Action:	Request for Ratification	

**BACKGROUND**

This is a ratification for the award of Bid #1395 for the Parking Ticket Kiosk Project at Santa Ana College for labor associated with the installation work. Santa Ana College currently has nine existing parking ticket kiosks that need replacement as the equipment is at the end of life and is non-compliant with the Americans with Disabilities Act. The equipment has had continuous mechanical failures, poor serviceability as the equipment is discontinued, and is unreliable resulting in operational concerns for Campus Safety and Security. This project includes removal of nine existing parking ticket kiosks and replacement with twelve new owner furnished contractor installed units. Kiosks will be located on an accessible path of travel. The parking ticket kiosks do not require additional electrical or low voltage infrastructure work and will use solar power and cellular telecommunications as part of on-going sustainability efforts. The contractor is responsible for installing footings and anchoring the equipment. The parking ticket kiosks were purchased separately as an owner furnished item under a California Multiple Award Schedules (CMAS) contract. The cost for the purchase of the parking ticket kiosks was \$111,701.50. This ratification of award of bid is for labor and installation costs only.

**ANALYSIS**

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCAA), Bid #1395 for the Parking Ticket Kiosk Project at Santa Ana College was advertised on the District's website and a Notice of Inviting Bids was sent to 92 contractors from the District's qualified contractors list on December 8, 2020.

Bids were opened on January 14, 2021, as noted on the attached bid summary. The District received four bids for the project. Newbuild Construction and Restoration, Inc. (Orange) submitted the lowest responsive bid in the amount of \$56,000. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements.

The Interim Vice Chancellor of Business Operations/Fiscal Services has authorized the award of the contract under the authority of CUPCAA to Newbuild Construction and Restoration, Inc.

The anticipated start date is February 22, 2021. The estimated construction duration is 40 calendar days.

This project is funded by Capital Outlay Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees ratify the award of Bid #1395 – Parking Ticket Kiosk Project at Santa Ana College as presented.

Fiscal Impact:	\$56,000	Board Date: February 22, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



**Facility Planning, District Construction and Support Services**  
2323 North Broadway, Suite 112  
Santa Ana, CA 92706-1640

**BID SUMMARY**

**BID #1395**

**PROJECT:** Parking Ticket Kiosk Project at Santa Ana College

**TIME: 2:00 P.M.**

**DATE: January 14, 2021**

**BIDDERS**

**TOTAL BASE BID AMOUNT**

Newbuild Construction and Restoration, Inc.  
625 West Katella Avenue, Suite 27  
Orange, CA 92867

\$56,000

RAMCO General Engineering Contractors  
P.O. Box 920878  
Sylmar, CA 91392

\$58,000

Corner Keystone Construction Corporation  
340 South Lemon Avenue, Suite 5210  
Walnut, CA 91789

\$93,700

SPAREA  
1118 Spectrum  
Irvine, CA 92618

\$164,700

**4 TOTAL BIDDERS**

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

To:	Board of Trustees	Date: February 22, 2021
Re:	Accept the Completion of Bid #1391 – Parking Ticket Kiosk Project at Santiago Canyon College and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

**BACKGROUND**

On December 14, 2020, the Board of Trustees ratified a contract with Newbuild Construction and Restoration, Inc. for Bid #1391 for the Parking Ticket Kiosk project at Santiago Canyon College. The project was completed on January 28, 2021. Santiago Canyon College had nine existing parking ticket kiosks that needed replacement as the equipment was at the end of life and was non-compliant with the Americans with Disabilities Act. The equipment had continuous mechanical failures, poor serviceability as the equipment is discontinued, and was unreliable resulting in operational concerns for Campus Safety and Security. This project included removal of nine existing parking ticket kiosks and replacement with thirteen new owner furnished contractor installed units. Kiosks were co-located with new emergency blue phones to ensure the accessible path of travel to the kiosk is compliant. Path of travel improvements to the kiosks were undertaken separately as part of the emergency blue phone project. The parking ticket kiosks do not require additional electrical or low voltage infrastructure work and use solar power and cellular telecommunications as part of on-going sustainability efforts. The contractor was responsible for installing footings and anchoring the equipment. The parking ticket kiosks were purchased separately as an owner furnished item under a California Multiple Award Schedules (CMAS) contract. The cost for the purchase of the parking ticket kiosks was \$116,480.80.

**ANALYSIS**

The District, upon approval by the Board of Trustees, will record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$62,000 for the labor and installation.

This project was funded by Capital Outlay Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees accept the Completion of Bid #1391 – Parking Ticket Kiosk Project at Santiago Canyon College and Approve Recording a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: February 22, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**RECORDING REQUESTED BY:**  
**Rancho Santiago Community College District**  
**2323 N. Broadway**  
**Santa Ana, CA 92706-1640**

**AND WHEN RECORDED MAIL TO:**

**Carri Matsumoto**  
**Rancho Santiago Community College District**  
**2323 N. Broadway**  
**Santa Ana, CA 92706-1640**

**THIS SPACE FOR RECORDER'S USE ONLY**

**NO FEES CHARGED PER GOVERNMENT CODE §27383**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
2323 N. Broadway  
Santa Ana, CA 92706-1640

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located 8045 East Chapman Avenue, Orange, caused improvements to be made to the property to with: Bid #1391 for Parking Ticket Kiosk Project at Santiago Canyon College, the contract for the doing of which was heretofore entered into on the 9th day of November, 2020, which contract was made with Newbuild Construction and Restoration, Inc., PO 21-P0062914 as contractor; that said improvements were completed on the 28th day of January, 2021 and accepted by formal action of the governing Board of said District on the 22nd day of February, 2021; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Western Surety Company.

I, the undersigned, say: I am the Interim Vice Chancellor - Business/Fiscal Services of the Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2021 at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by \_\_\_\_\_

Adam M. O'Connor, Interim Vice Chancellor  
Rancho Santiago Community College District

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by \_\_\_\_\_, proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature \_\_\_\_\_ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

To:	Board of Trustees	Date: February 22, 2021
Re:	Approval of Amendment to Agreement with IDS Group, Inc. – Peer Review Services for the Orange Education Center Site Remediation Project at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

On August 24, 2020, the District entered into an agreement with IDS Group, Inc. for peer review services of the design plans for the Orange Education Center (OEC) environmental site remediation project for Santiago Canyon College. To see original agreement, please [click here](#). This is an amendment to an existing agreement for additional time and services.

The project is currently in the final construction design phase and is transitioning to the bidding phase. Per the approved Remedial Action Workplan by the Orange County Health Department, the District is proceeding into the remediation of the site to extract subsurface soil vapors. A well extraction system has been designed by Converse Consultants and they are currently finalizing the design plans for bid. The District requested an independent peer review by IDS Group, Inc. for the design plans of the horizontal and vertical well extraction site remediation system. Given the specialized nature of the piping and well system, including the mechanical equipment, and monitoring equipment, an independent consultant with the technical experience in mechanical and electrical engineering was engaged by the District to identify potential engineering problems, verify the coordination in the design between mechanical and electrical components, ensure the equipment meets the design objectives, and assist the design team and District in identifying conflicts prior to going out to bid. The project is anticipated to go out to bid this month so that construction and installation of the remediation system can begin this summer.

The IDS Group, Inc. has been working with the District and consultant over the last several months reviewing the design plans. There is a need to continue with this effort of work as it is in the final review stages prior to advertising for bids. Additional time and hours of review are needed to complete this task for the District as it has taken the team longer and involved more review time than originally anticipated. The consultant continues to be responsible to review the drawings, specifications, and product data sheets for all design disciplines and provide comments for the design team to review, address, and correct. These services and extra due diligence is intended to reduce design errors, omissions, conflicts, ambiguity, reduce contractor change orders, and mitigate delays during construction.

**ANALYSIS**

The amendment is to increase the contract by \$5,015. The total contract amount has increased from \$14,000 to \$19,015. The District has reviewed the fee and it is reasonable and within industry standards. The services covered by this agreement commenced on August 24, 2020 and the new end date has been revised to March 31, 2021.

RFQ/RFP #1718-205 was advertised on March 13, 2018 and IDS Group, Inc. (Irvine) and Cumming Construction Management, Inc. (Los Angeles) were the two firms that were deemed by a prior screening panel to be pre-qualified to undertake constructability and peer reviews of plans for various District projects when needed. In August 2020, the District requested a proposal from IDS Group, Inc. to provide independent third party peer review services. The screening panel of three members reviewed the proposal, the firm’s engineering qualifications, staff availability, and peer review experience and unanimously recommended IDS Group, Inc. after a thorough review of their proposal, experience, team members, approach to the project, interview performance, qualifications, fee, references, knowledge and ability to meet the anticipated schedule.

IDS Group, Inc. has been providing successful peer review services for the project since August 2020 and the District recommends continuing these services to assist the team in preparing for the bid phase.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the amendment to agreement with IDS Group, Inc. – Peer Review Services for the Orange Education Center Site Remediation Project at Santiago Canyon College as presented.

Fiscal Impact:	\$5,015	Board Date: February 22, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

# Board Agreement Summary

**Board Date: 2/22/21**

Project: Orange Education Center Site Remediation

Site: **Santiago Canyon College**

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Consultants: **IDS Group, Inc.**

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Type of Service: Peer Review Services

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Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$14,000.00		8/24/2020	12/31/2020
Amendment #1	\$5,015.00			3/31/2021
<b>Total Agreement Amount</b>	<b>\$19,015.00</b>			

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**AGREEMENT NO: 0379.00/ DESCRIPTION:**

Amendment #1 for additional consulting services and an extension of time.

This agreement #0379.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$5,015.00**

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**Contract End Date:** **3/31/2021**

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**FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **23rd** day of **February** in the year **2021**, between **IDS GROUP INCORPORATED**, 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. 0379.00 entered into on 24<sup>th</sup> August, 2020 to provide Peer Review Services for the Orange Education Center Site Remediation project at Santiago Canyon College. Please amend the AGREEMENT to include the following:
  - 1. By increasing the AGREEMENT amount by FIVE THOUSAND FIFTEEN DOLLARS AND 0/100 (\$5,015) from FOURTEEN THOUSAND DOLLARS AND 0/100 (\$14,000)), for a total AGREEMENT amount of NINETEEN THOUSAND FIFTEEN DOLLARS AND 0/100 (\$19,015); and
  - 2. By extending the contract completion date from December 31, 2020 to be through March 31, 2021.
- B. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic, digital or facsimile signature shall be deemed an original. Execution of this agreement, signifies the parties mutual consent to conduct transactions electronically. Pursuant to the California Uniform Electronic Transactions act (“UETA”) (Cal. Civic Code § 1633.1 et seq.) and California Government Code §16.5, the District reserves the right to conduct business electronically, unless otherwise communicated by the District to stop such electronic transactions, including without limitation to the use of electronic or digital signatures.
- C. Except as amended herein, the terms and conditions of AGREEMENT No. 0379.00, effective August 24, 2020, shall remain in full force and effect.

Agreement No. 0379.01  
Board Approval: February 22, 2021  
Purchase Order: 21-P0062264

The parties, through their authorized representatives, have executed this AMENDMENT as of the day and year written above.

**IDS GROUP INCORPORATED**

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

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Adam O'Connor

Title \_\_\_\_\_

Interim 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: February 22, 2021
Re:	Approval of Agreement with SVA Architects, Inc.– Architectural and Engineering Services for the Barrier Removal Lot 2 & 7 Crosswalk Repairs Project at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

This is a new agreement to provide architectural and engineering services for the Barrier Removal Lot 2 & 7 Crosswalk Repairs Project at Santiago Canyon College. This project is necessary to address Blaser legal settlement deficiency items as well as accessibility transition plan items related to existing accessibility barriers in the crosswalks. The project provides for a new path of travel including: a sidewalk from the existing accessible parking spaces on Loop Road adjacent to Lot 2 leading to a new ticket kiosk; new compliant concrete curbs, ramps, sidewalks, crosswalks, striping and speed humps at both crosswalks. The existing asphalt road will be repaired on each side of the new crosswalks. The project additionally consists of removing approximately 1,000 SF of existing asphalt paving at Loop Road and adjacent concrete ramps at Lot 7. Please [click here](#) to see the agreement.

**ANALYSIS**

A Request for Qualifications/Proposal (RFQ/RFP) #1920-271 for architectural and engineering services for Barrier Removal Projects at Santiago Canyon College was advertised in the Orange County Register on June 14, 2020 and June 21, 2020, on the District's website, and on the Community College Facility Coalition (CCFC) website. The District received nine responses including 19six Architects (Corona); Berliner Architects (Culver City); Lionakis (Newport Beach), Little Diversified Architectural Consulting, Inc. (Newport Beach); Pacific Rim Architects (Huntington Beach); MVE + Partners (Irvine); Owen Group, LP (Irvine); PBK Architects, Inc. (Costa Mesa); and SVA Architects, Inc. (Santa Ana). A screening panel of six members convened on October 8, 2020 to review the responses. The screening panel interviewed 19six Architects and Owen Group, LP on October 23, 2020 and MVE + Partners; Berliner Architects; and SVA Architects, Inc. on October 26, 2020. The screening panel unanimously recommends SVA Architects, Inc. after a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, fee and interview performance. It is recommended the District enter into an agreement with SVA Architects, Inc. to provide architectural and engineering services for the Barrier Removal Lot 2 & 7 Crosswalk Repairs Project at Santiago Canyon College.

The services covered by this agreement shall commence on February 23, 2021 and ends when the notice of completion for the construction work, Division of State Architect Certification and when project close-out has been achieved. The contract is a not-to-exceed fee of \$83,290. 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 the Board of Trustees approve the agreement with SVA Architects, Inc. – Architectural and Engineering Services for the Barrier Removal Lot 2 & 7 Crosswalk Repairs Project at Santiago Canyon College as presented.

Fiscal Impact:	\$83,290	Board Date: February 22, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

# Board Agreement Summary

**Board Date: 2/22/21**

Project: Barrier Removal Lot 2 & 7 Crosswalk Repairs

Site: **Santiago Canyon College**

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Consultants: **SVA Architects, Inc.**

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Type of Service: Architectural Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b> <b>End</b>
Original Contract Amount	\$83,290.00		2/23/2021	Project Close-Out
<b>Total Agreement Amount</b>	<b>\$83,290.00</b>			

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**AGREEMENT NO 0401.00/ DESCRIPTION:**

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This agreement #0401.00 is incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$83,290.00**

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**Contract End Date:** **Project Close-Out**

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

To:	Board of Trustees	Date: February 22, 2021
Re:	Approval of Agreement with Pacific Rim Architects – Architectural and Engineering Services for Access Control Upgrades at Santa Ana College, Santiago Canyon College, and Digital Media Center	
Action:	Request for Approval	

**BACKGROUND**

This is a new agreement for architectural and engineering consulting services related to the pilot door access control system upgrade project at Building D (Santa Ana College), Building D and H (Santiago Canyon College), and Digital Media Center. In 2018, the District completed an assessment of all doors districtwide in an effort to develop a long-term plan to transition to an electronic access control system (electronic key card access for entry into buildings), which also included developing a new key lock standard and key distribution procedure. Due to long standing legacy issues related to key control, problems with multiple key manufacture types across multiple buildings, and a lack of a standardized key distribution procedure districtwide, the District spent several years planning, creating a new mechanical (a hard key) key system (Medeco), and developing Administrative Regulation (AR) 3501 *Campus Security and Access, Pilot Key and Electronic Access Control Procedure* in collaboration with consultants, Campus Safety and Security, and a districtwide workgroup. In March 2020, the District approved AR 3501 procedures and has undertaken test pilots at the District Office, new Science Center and Johnson Student Center buildings at Santa Ana College.

The District is now planning to proceed with design for additional test pilots of various buildings districtwide. The buildings selected in this next phase of test pilot projects are based on varying conditions and types. The pilot objectives are to assess the complexities of installing an electronic access control system in older and newer buildings with varying conditions in an effort to resolve technical and operational concerns. Once the upgrades and overall procedures and system is successfully piloted, the District will be able to develop and deploy the new electronic access control system on a larger scale when funding is available.

The District's access control platform is called Genetec Security Center, which has been piloted successfully at the District Operations Center and the new Science Center at Santa Ana College. The District's Campus Safety and Security Department is able to access the database system using a web browser and can remotely monitor the system, create staff credentials, and issue badge cards for access.

The next phase of test pilot buildings will continue to be integrated into the Genetec Security Center software platform so that Campus Safety and Security can continue with key control and distribution compliance as outlined in the Administrative Regulation.

As required by the Division of the State Architect (DSA), the project also requires a percentage of the construction budget be allocated to barrier removal work to comply with the Americans with Disabilities Act (ADA). The architect will provide design services for barrier removal upgrades

using the District’s database of ADA Transition Plan deficiencies. The District is in need of professional architectural and engineering services specializing in security systems to design a code-compliant electronic access control system using the Genetec Access Control Platform and the new Medeco key system standard. The architectural and engineering services include: a detailed site investigation, evaluation of existing infrastructure and conditions, preparation of design documents, retaining approval by DSA, bid preparation support, construction administration, project closeout, and DSA certification. Please [click here](#) to see the agreement.

**ANALYSIS**

A Request for Qualifications/Request for Proposal (RFQ/RFP) #2021-279 for architectural and engineering services for Access Control Upgrades at Santa Ana College, Santiago Canyon College, and Digital Media Center was solicited to 20 of the District’s prequalified architectural firms on September 25, 2020. The District also advertised the RFQ/RFP in the Orange County Register on September 27, 2020 and October 4, 2020, the District’s website, and on the Community College Facility Coalition’s (CCFC) website.

The District received six responses from Berliner Architects (Culver City); Donald Krotee Partnership, Inc. (Santa Ana); Morrissey Associates, Inc. (Santa Ana); Pacific Rim Architects (Huntington Beach); PBK-WLC (Costa Mesa); and SVA Architects, Inc. (Santa Ana). A screening panel of five members convened on November 19, 2020 to review the responses. On January 15, 2021, the screening panel interviewed four firms: Berliner Architects; Pacific Rim Architects; PBK-WLC; and SVA Architects, Inc. The screening panel unanimously recommends Pacific Rim Architects after a thorough review and culmination of their response, experience, team members, approach to the project, interview performance, qualifications, fee, references, knowledge and ability to meet the anticipated schedule. It is recommended the District enter into an agreement with Pacific Rim Architects to provide architectural and engineering services for the districtwide access control upgrades at Santiago Canyon College, Santa Ana College, and Digital Media Center.

The services covered by this agreement shall commence February 23, 2021 and ends when the notice of completion for the construction work, Division of State Architect Certification and when project close-out has been achieved. The contract is a not-to-exceed fee of \$394,500. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the agreement with Pacific Rim Architects – Architectural and Engineering Services for Access Control Upgrades at Santa Ana College, Santiago Canyon College, and Digital Media Center as presented.

Fiscal Impact:	\$394,500	Board Date: February 22, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Adam M. O’Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

# Board Agreement Summary

**Board Date: 2/22/21**

Project: Door Access Control System Upgrades

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

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Consultants: **Pacific Architects, Inc.**

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Type of Service: Architectural Services

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b> <b>End</b>
Original Contract Amount	\$394,500.00		2/23/2021	Project Close-Out
<b>Total Agreement Amount</b>	<b>\$394,500.00</b>			

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**AGREEMENT NO 0402.00/ DESCRIPTION:**

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This agreement #0402.00 is incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:** **\$394,500.00**

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**Contract End Date:** **Project Close-Out**

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-B0001896	12/07/20	31	Bookstore - SCC	Advertising	HAWK BOOKSTORE	1.00
21-B0001897	12/09/20	71	Student Activities	Other Operating Exp & Services	DOING GOOD WORKS	1,979.02
21-B0001898	12/11/20	79	Admissions & Records	Equip-Tablet/Laptop>\$200<\$1000	GOLDEN STAR TECHNOLOGY, INC.	1,994.34
21-B0001899	12/14/20	79	Admissions & Records	Equip-Tablet/Laptop>\$200<\$1000	GOLDEN STAR TECHNOLOGY, INC.	1,989.47
21-B0001900	01/05/21	31	Bookstore - SCC	Purchases - Soft Goods	LEGACY ATHLETIC	5,000.00
21-P0062972	12/07/20	13	CJ/Academies	Non-Instructional Supplies	HOME DEPOT	2,499.00
21-P0062973	12/07/20	13	CJ/Academies	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	7,000.00
21-P0062974	12/07/20	12	Diesel	Instructional Supplies	CARQUEST AUTO PARTS	1,500.00
21-P0062975	12/07/20	12	Diesel	Instructional Supplies	GRAINGER	1,000.00
21-P0062976	12/07/20	12	Diesel	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	550.00
21-P0062977	12/07/20	11	Networking	Contracted Repair Services	IRVINE VALLEY AIR CONDITIONING INC	542.00
21-P0062978	12/07/20	12	Library Services	Library Books - Databases	OCLC ONLINE COMPUTER LIBRARY	6,401.16
21-P0062979	12/07/20	12	Safety & Parking - DO	Non-Instructional Supplies	PACIFIC ATHLETIC WEAR INC	1,191.12
21-P0062980	12/07/20	12	Reprographics	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
21-P0062981	12/07/20	12	Media Systems	Instructional Supplies	MAR VAC ELECTRONICS	2,000.00
21-P0062982	12/07/20	11	Safety & Security Office	Maint/Oper Service Agreements	PYRO-COMM SYSTEMS, INC.	361.10
21-P0062983	12/07/20	12	CJ/Academies	Contracted Repair Services	DALKE & SONS CONSTRUCTION INC	15,325.00
21-P0062984	12/07/20	13	Maintenance	Maint/Oper Service Agreements	KT INDUSTRIES INC	58,542.00
21-P0062985	12/07/20	12	Chemistry	Instructional Supplies	QUARK ENTERPRISES INC	1,245.38
21-P0062986	12/07/20	13	Maintenance	Contracted Repair Services	ABBA TERMITE & PEST CONTROL INC	245.00
21-P0062987	12/07/20	12	Library Services	Library Books - Periodicals	EBSCO	1,744.11
21-P0062988	12/07/20	12	Admin Services Office	Non-Instructional Supplies	AMERICAN CHEMICAL & SANITARY	3,000.00
21-P0062989	12/07/20	11	Mailroom	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	698.33
21-P0062990	12/07/20	11	Mailroom	Lease Agreement - Equipment	PITNEY BOWES	1,250.00
21-P0062991	12/07/20	11	Mailroom	Lease Agreement - Equipment	PITNEY BOWES	1,250.00
21-P0062992	12/08/20	12	Television (TV/Film/Video)	Instructional Supplies	B & H PHOTO VIDEO INC	316.18
21-P0062993	12/08/20	13	Media Systems	Non-Instructional Supplies	CDW GOVERNMENT INC.	441.48
21-P0062994	12/08/20	11	Business Division Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	698.21
21-P0062995	12/08/20	12	CJ/Academies	Non-Instructional Supplies	M F ATHLETIC COMPANY INC	8,716.12
21-P0062996	12/08/20	12	CJ/Academies	Non-Instructional Supplies	M F ATHLETIC COMPANY INC	3,635.98
21-P0062997	12/08/20	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,259.42
21-P0062998	12/08/20	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	2,852.10
21-P0062999	12/08/20	13	Maintenance	Repair & Replacement Parts	POWERTRON	13,000.00
21-P0063000	12/08/20	13	Photography	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	4,817.20
21-P0063001	12/08/20	12	Human Resources Office	Online Conference & Training	UNIVERSITY OF SAN DIEGO	6,120.00
21-P0063002	12/08/20	12	DSPS Office	Inst Dues & Memberships	AHEAD	665.00
21-P0063003	12/08/20	12	Music	Instructional Supplies	MUSICIANS FRIEND	852.15
21-P0063004	12/08/20	12	Counseling	Software License and Fees	HIGH GROUND SOLUTIONS, INC.	2,800.00
21-P0063005	12/08/20	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	6,076.88
21-P0063006	12/09/20	12	Library Services	Library Books - Databases	EBSCO	97.95
21-P0063007	12/09/20	13	Maintenance	Contracted Repair Services	VINCENT DE JESUS	665.48
21-P0063008	12/09/20	12	Biology	Instructional Supplies	MICROTECH SCIENTIFIC	1,761.92

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0063009	12/09/20	12	Short-Term Vocational	Instructional Supplies	MEDLINE INDUSTRIES INC	420.29
21-P0063010	12/09/20	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	1,113.59
21-P0063011	12/09/20	12	Custodial	Equip-Fed Prgm >\$1,000< \$5,000	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	8,849.09
21-P0063012	12/09/20	11	Maintenance & Operations	Contracted Repair Services	VERNES PLUMBING INC	6,150.00
21-P0063013	12/09/20	11	District Wide Technology	Contracted Services	TYLER TECHNOLOGIES INC.	3,600.00
21-P0063014	12/10/20	11	Digital Media Center	Contracted Services	BRIGHTVIEW TREE CARE SERVICES, INC.	1,125.00
21-P0063015	12/10/20	12	Engineering	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	152.94
21-P0063016	12/10/20	12	Biology	Instructional Supplies	JESUS GUARDADO	4,068.39
21-P0063017	12/10/20	12	Sci, Math, Health Sci Office	Instructional Supplies	FLINN SCIENTIFIC INC	1,229.83
21-P0063018	12/10/20	12	Distance Education	Software License and Fees	SURVEY MONKEY INC	384.00
21-P0063019	12/10/20	11	Maintenance	Contracted Repair Services	KAISER ROBERT	570.00
21-P0063020	12/10/20	11	Maintenance	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	844.00
21-P0063021	12/10/20	12	CJ/Academies	Instructional Supplies	PERFORMANCE HEALTH SUPPLY INC	2,771.52
21-P0063022	12/10/20	12	Sci, Math, Health Sci Office	Instructional Supplies	SIGMA ALDRICH INC	361.81
21-P0063023	12/10/20	12	Biology	Instructional Supplies	SKULLS UNLIMITED INTERNATIONAL INC	2,384.77
21-P0063024	12/10/20	12	Business Applications & Tech	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	6,836.94
21-P0063025	12/10/20	12	CJ/Academies	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	1,800.67
21-P0063026	12/10/20	12	Television (TV/Film/Video)	Non-Instructional Supplies	TEAMWORK PROMOTIONAL	1,800.67
21-P0063027	12/10/20	11	Art	Equip-All Other >\$1,000<\$5,000	B & H PHOTO VIDEO INC	2,566.54
21-P0063028	12/10/20	12	Graphics	Instructional Supplies	B & H PHOTO VIDEO INC	13,798.28
21-P0063029	12/10/20	11	Accounts Payable	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,239.05
21-P0063030	12/10/20	41	Facility Planning Office	Site Improv - Contractor Svcs	GOLDEN GATE STEEL INC	695,250.00
21-P0063031	12/10/20	12	Emergency Medical Technician	Equip-All Other > \$5,000	ZOLL MEDICAL CORP	26,984.26
21-P0063032	12/10/20	12	Nursing	Equip-All Other > \$5,000	LAERDAL MEDICAL CORP	24,362.29
21-P0063033	12/11/20	11	Maintenance & Operations	Contracted Services	SUNSHIELD WINDOW TINTING, INC.	7,034.91
21-P0063034	12/11/20	12	Library Services	Library Books - Databases	CCLC COMMUNITY COLLEGE LEAGUE	14,596.85
21-P0063035	12/11/20	12	Biology	Equip-All Other > \$5,000	GEMINI BIOPRODUCTS, LLC	8,580.93
21-P0063036	12/11/20	13	Maintenance	Contracted Repair Services	SOCAL COMPLIANCE SVCS	550.00
21-P0063037	12/11/20	12	Library Services	Library Books	SALEM PRESS INC	276.12
21-P0063038	12/11/20	12	Financial Aid Office	Non-Instructional Supplies	DON BOOKSTORE	500.00
21-P0063039	12/11/20	12	Career Education Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0063040	12/11/20	13	Maintenance	Contracted Repair Services	VINCENT DE JESUS	545.49
21-P0063041	12/11/20	11	Graphic Communications	Software License and Fees	FARMERS AND MERCHANTS BANK OF LB	959.88
21-P0063042	12/11/20	11	District Wide Technology	Software Support Service-Fixed	POINT AND CLICK SOLUTIONS INC	12,483.00
21-P0063043	12/11/20	11	District Wide Technology	Software Support Service-Fixed	INSTRUCTURE INC	12,078.45
21-P0063044	12/14/20	11	Networking	Contracted Repair Services	D4 SOLUTIONS INC.	294.14
21-P0063045	12/14/20	11	Networking	Contracted Repair Services	D4 SOLUTIONS INC.	256.51
21-P0063046	12/14/20	11	Networking	Contracted Repair Services	D4 SOLUTIONS INC.	155.77
21-P0063047	12/14/20	41	Facility Planning Office	Software License and Fees	ASSI SECURITY INC	1,215.00
21-P0063048	12/14/20	12	LA/OC Regional Consortia	District Business/Sponsorships	LOS ANGELES COUNTY ECONOMIC DEV CORP	5,000.00
21-P0063049	12/14/20	12	Occupational Therapy	Instructional Supplies	NORTH COAST MEDICAL INC	310.75
21-P0063050	12/14/20	12	Short-Term Vocational	Fees Paid for Students	COAST COMMUNITY	2,300.00

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21-P0063051	12/14/20	13	Grounds	Contracted Repair Services	SITEONE LANDSCAPE SUPPLY LLC	64.24
21-P0063052	12/14/20	12	Dance	Instructional Supplies	DISCOUNT DANCE LLC	1,283.48
21-P0063053	12/14/20	13	Public Affairs/Gov Rel Office	Advertising	ADVANCED WEB OFFSET INC	7,234.00
21-P0063054	12/14/20	12	Occupational Therapy	Instructional Supplies	SCHOOL HEALTH SUPPLY CO INC	1,133.15
21-P0063055	12/14/20	12	Occupational Therapy	Instructional Supplies	NORTH COAST MEDICAL INC	768.24
21-P0063056	12/14/20	12	Nursing	Instructional Supplies	MEDICAL EQUIPMENT AFFILIATES	8,737.86
* 21-P0063057	12/15/20	11	Maintenance & Operations	Maint/Oper Service Agreements	GMS ELEVATOR	1,726.68
* 21-P0063057	12/15/20	13	Maintenance	Maint/Oper Service Agreements	GMS ELEVATOR	13,265.00
PO Amt Total for * 21-P0063057:						14,991.68
21-P0063058	12/15/20	11	Purchasing	Software License and Fees	FARMERS AND MERCHANTS BANK OF LB	840.00
21-P0063059	12/15/20	13	Grounds	Non-Instructional Supplies	V&E TREE SERVICE INC	1,500.00
21-P0063060	12/15/20	11	Transportation	Contracted Repair Services	JOHN MINNOCK JR	819.19
21-P0063061	12/15/20	12	Occupational Therapy	Instructional Supplies	PERFORMANCE HEALTH SUPPLY INC	442.94
21-P0063062	12/15/20	41	Facility Planning Office	Site Improv - DSA Fees	DEPT OF GENERAL SERVICES	215.00
21-P0063063	12/15/20	62	Risk Management	Workers Compensation Insurance	STATE OF CALIFORNIA	8,956.09
21-P0063064	12/15/20	11	Manufacturing Technology	Contracted Repair Services	SIMS ORANGE WELDING SUPPLY	134.67
21-P0063065	12/15/20	11	District Wide Technology	Contracted Services	D4 SOLUTIONS INC.	786.08
21-P0063066	12/15/20	11	Maintenance & Operations	Non-Instructional Supplies	HILLS BROS LOCK & SAFE	49.38
21-P0063067	12/15/20	12	Dance	Instructional Supplies	WEISSMANS THEATRICAL SUPPLIES, INC.	644.73
21-P0063068	12/15/20	12	Health & Wellness	Contracted Services	MEDICAL BILLING TECH INC	1,000.00
21-P0063069	12/15/20	43	Facility Planning Office	Equip-All Other > \$5,000	OLYMPUS AMERICA INC	567,719.73
21-P0063070	12/15/20	41	Facility Planning Office	Site Improv - Splc Ins/Mat Tes	WILLDAN ENGINEERING	14,900.00
21-P0063071	12/15/20	12	Kinesiology - Intercol Athlet	Instructional Supplies	WRESTLING MART.COM	1,511.03
21-P0063072	12/15/20	12	Kinesiology - Intercol Athlet	Instructional Supplies	CALIFORNIA ULTIMATE DESIGNS	2,290.55
21-P0063073	12/15/20	11	Transportation	Contracted Repair Services	MATERIAL HANDLING SUPPLY INC	1,500.00
21-P0063074	12/15/20	12	Kinesiology - Physical Educ	Instructional Supplies	TOMARK SPORTS	17,731.57
21-P0063075	12/15/20	11	District Wide Technology	Software Support Service-Fixed	NEXT GEN WEB SOLUTIONS	15,000.00
21-P0063076	12/16/20	13	Maintenance	Contracted Services	VERNES PLUMBING INC	12,646.27
21-P0063077	12/16/20	12	Veterans Service Office	Equip-Fed Prgm >\$1,000< \$5,000	GOLDEN STAR TECHNOLOGY, INC.	10,945.80
21-P0063078	12/16/20	12	Financial Aid Office	Non-Instructional Supplies	NOORJAM ENTERPRISES INC	888.94
21-P0063079	12/16/20	12	Continuing Education Division	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,427.71
21-P0063080	12/16/20	41	Facility Planning Office	Bldg Impr - Commissioning	SINDONI CONSULTING &	29,700.00
21-P0063081	12/17/20	11	District Wide Technology	Contracted Services	OCULUSIT, LLC	75,000.00
21-P0063082	12/17/20	43	Facility Planning Office	Equip-Mod Furn > \$5,000	OFFICE FURNITURE GROUP, LLC	608,605.43
21-P0063083	12/17/20	11	Grounds	Rental-Equipment (Short-term)	EBERHARD EQUIPMENT	1,000.00
21-P0063084	12/17/20	12	Kinesiology - Intercol Athlet	Instructional Supplies	COOLSYSTEMS INC/COOLSYSTEMS INC	3,911.69
21-P0063085	12/17/20	12	Kinesiology - Intercol Athlet	Instructional Supplies	LAURIE ROEBUCK	132.18
21-P0063086	12/17/20	12	Kinesiology - Intercol Athlet	Instructional Supplies	LAURIE ROEBUCK	925.31
21-P0063087	12/17/20	13	Public Affairs/Gov Rel Office	Contracted Services	ANTHONY N. KAWASHIMA	955.94
21-P0063088	12/17/20	12	Welding	Equip-All Other > \$5,000	THE LINCOLN ELECTRIC COMPANY	37,963.29
21-P0063089	12/17/20	12	Welding	Equip-All Other > \$5,000	SIMS ORANGE WELDING SUPPLY	67,343.00
21-P0063090	12/17/20	12	Welding	Equip-All Other > \$5,000	AIRGAS, INC.	91,628.94

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21-P0063091	12/17/20	12	Welding	Equip-All Other > \$5,000	WORLDWIDE MACHINE TOOL, LLC	27,028.46
21-P0063092	12/17/20	12	Financial Aid Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,825.05
21-P0063093	12/17/20	12	Business Applications & Tech	Site Improv - AE Fee	SVA ARCHITECTS, INC	90,000.00
21-P0063094	12/17/20	12	Career Ed & Work Dev Office	Contracted Services	SUBSTANCE MEDIA, INC.	3,398.00
21-P0063095	12/17/20	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	169.86
21-P0063096	12/17/20	12	Resource Development	Contracted Services	QUARTERMAIN MEDIA, LLC	5,500.00
21-P0063097	12/17/20	11	Communications & Media Studies	Equip-All Other >\$1,000<\$5,000	APPLE COMPUTER INC	2,967.61
21-P0063098	12/17/20	12	Engineering	Instructional Supplies	MARTINWOOD CABINETRY	116.33
21-P0063099	12/17/20	12	EOPS	Fees Paid for Students	RANCHO SANTIAGO CCD	240.00
21-P0063100	12/17/20	12	Engineering	Instructional Supplies	PARALLAX INC	358.47
21-P0063101	12/17/20	12	Engineering	Instructional Supplies	ALLEN INSTRUMENTS & SUPPLIES	309.27
21-P0063102	12/17/20	12	Engineering	Instructional Supplies	SOURCE GRAPHICS	321.04
21-P0063103	12/17/20	12	Engineering	Instructional Supplies	ROBOTSHOP INC	507.63
21-P0063104	12/18/20	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	5,000.00
21-P0063105	12/18/20	12	Library Services	Library Books	GREENHAVEN PUBLISHING LLC	108.61
21-P0063106	12/18/20	13	Maintenance	Contracted Services	VERNES PLUMBING INC	4,160.01
21-P0063107	12/18/20	12	Upward Bound	Food and Food Service Supplies	LAKYSHIA M. PEREZ	1,000.00
21-P0063108	12/18/20	61	Risk Management	Self Insurance Claims	THE HARTFORD LIFE & ANNUITY	6,300.00
21-P0063109	12/18/20	12	EOPS	Books Paid for Students	DON BOOKSTORE	6,300.00
21-P0063110	01/04/21	11	CJ/Academies	Repair & Replacement Parts	SUPERIOR ELECTRIC MOTOR SERVICE INC	3,000.00
21-P0063111	01/04/21	12	Upward Bound	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	4,014.95
21-P0063112	01/04/21	13	Engineering	Equip-All Other >\$1,000<\$5,000	MSC INDUSTRIAL SUPPLY CO. INC	479.37
21-P0063113	01/04/21	12	Engineering	Instructional Supplies	NEWARK CORP	54.67
21-P0063114	01/04/21	12	Engineering	Instructional Supplies	ALL ELECTRONICS CORP	93.28
21-P0063115	01/04/21	11	Maintenance	Contracted Repair Services	KNORR SYSTEMS INC	580.00
21-P0063116	01/04/21	12	Professional Development	Contracted Services	INSTITUTE FOR DEMOCRATIC EDUC & CULTURE	7,500.00
21-P0063117	01/04/21	11	Safety & Security Office	Maint/Oper Service Agreements	PYRO-COMM SYSTEMS, INC.	90.00
21-P0063118	01/04/21	12	Occupational Therapy	Instructional Supplies	AMAZON COM	274.01
21-P0063119	01/04/21	13	International Student Program	Courier/Delivery Services	FEDEX	55.70
21-P0063120	01/04/21	12	Biology	Instructional Supplies	MICROTECH SCIENTIFIC	970.56
21-P0063121	01/04/21	12	Academic Affairs Office	Instructional Supplies	GOV CONNECTION	1,682.45
21-P0063122	01/04/21	12	Theatre Arts	Instructional Supplies	BAR NONE GROUP, INC.	3,024.38
21-P0063123	01/04/21	12	Biology	Instructional Supplies	GEMINI BIOPRODUCTS, LLC	356.16
21-P0063124	01/04/21	12	Library Services	Library Books	AMAZON COM	5,000.00
21-P0063125	01/05/21	12	Library Services	Library Books - Periodicals	GREY HOUSE PUBLISHING	179.10
21-P0063126	01/05/21	12	CJ/Academies	Instructional Supplies	M F ATHLETIC COMPANY INC	528.31
21-P0063127	01/05/21	11	Administrative Services Office	Non-Instructional Supplies	TAYLOR FLAG & BANNER CO	1,180.18
21-P0063128	01/05/21	12	Biology	Instructional Supplies	THE GPS STORE, INC	1,655.00
21-P0063129	01/05/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	BCE ACQUISITIONS US, INC.	2,897.87
21-P0063130	01/05/21	13	Occupational Therapy	Inst Dues & Memberships	CALIF OCCUPATIONAL THERAPY	200.00
21-P0063131	01/05/21	43	Facility Planning Office	Bldg Impr - SWPPP	STATE WATER RESOURCES	553.00
21-P0063132	01/05/21	43	Facility Planning Office	Buildings - SWPPP	STATE WATER RESOURCES	553.00

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21-P0063133	01/05/21	12	Career Education Office	Advertising	ORANGE COUNTY APT HOUSE ASSOCIATION INC.	250.00
21-P0063134	01/05/21	12	Short-Term Vocational	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	398.23
21-P0063135	01/05/21	12	Continuing Education Division	Books Paid for Students	DON BOOKSTORE	6,200.00
21-P0063136	01/06/21	12	Veterans Service Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0063137	01/06/21	12	EOPS	Books Paid for Students	DON BOOKSTORE	3,000.00
21-P0063138	01/06/21	12	Athletics	Instructional Supplies	TOMARK SPORTS	2,031.92
21-P0063139	01/06/21	12	Communications	Instructional Supplies	RO*CO FILMS INTERNATIONAL, LLC	394.38
21-P0063140	01/06/21	11	Safety & Security Office	Contracted Services	METROPRO TOWING INC	500.00
21-P0063141	01/06/21	12	Resource Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	900.00
21-P0063142	01/06/21	11	Custodial	Non-Instructional Supplies	ARAMSCO, INC.	7,500.00
21-P0063143	01/06/21	11	District Wide Technology	Software License and Fees	INTERNET2	5,000.00
21-P0063144	01/06/21	11	Warehouse	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	236.47
21-P0063145	01/06/21	11	Digital Media Center	Landscaping	ROGERS AND COMPANY LANDSCAPES, INC.	9,600.00
21-P0063146	01/06/21	12	LAOCRC - Los Angeles	Contracted Services	HOLLOWAY TAMMIE L	6,000.00
21-P0063147	01/06/21	12	Fine & Performing Arts Office	Instructional Supplies	CHEER & DANCE DISCOUNT SUPPLY	787.12
21-P0063148	01/06/21	11	Facility Planning Office	Software License and Fees	FARMERS AND MERCHANTS BANK OF LB	384.00
21-P0063149	01/06/21	12	Library Services	Library Books - Databases	OCLC ONLINE COMPUTER LIBRARY	608.04
21-P0063150	01/06/21	11	District Wide Technology	Contracted Services	DIGITAL NETWORKS GROUP INC	4,800.00
21-P0063151	01/06/21	11	Maintenance	Contracted Repair Services	D4 SOLUTIONS INC.	1,567.57
21-P0063152	01/06/21	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	8,743.03
21-P0063153	01/06/21	12	Library Services	Library Books	SALEM PRESS INC	556.92
21-P0063154	01/06/21	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	1,591.45
21-P0063155	01/06/21	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	446.17
21-P0063156	01/06/21	12	Assessment	Software License and Fees	THE MYERS-BRIGGS COMPANY	13,560.00
21-P0063157	01/06/21	11	Fiscal Services Office	Advertising	CALIFORNIA NEWSPAPERS PARTNERSHIP	544.80
21-P0063158	01/07/21	13	Continuing Education Division	Advertising	UNIVISION RECEIVABLES CO LLC	39,900.00
21-P0063159	01/07/21	12	Continuing Education Division	Contracted Services	PAUL GALLAGHER	52,500.00
21-P0063160	01/07/21	12	Athletics	Instructional Supplies	SAN JUAN SOCCER INC	518.66
21-P0063161	01/07/21	12	Financial Aid Office	Non-Instructional Supplies	NOORJAM ENTERPRISES INC	901.31
21-P0063162	01/08/21	12	Resource Development	Contracted Services	CASEWORX, INC.	3,500.00
21-P0063163	01/08/21	12	Theatre Arts	Instructional Supplies	AMAZON COM	327.74
21-P0063164	01/08/21	13	Maintenance	Contracted Services	DUTHIE POWER SVC	4,472.01
21-P0063166	01/08/21	13	Chancellor's Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
21-P0063167	01/08/21	11	Maintenance	Non-Instructional Supplies	RICHARD L. DORSEY	2,500.00
21-P0063168	01/08/21	12	Business Division Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
21-P0063169	01/08/21	11	Academic Affairs Office-Dean	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	600.00
21-P0063170	01/08/21	12	CJ/Academies	Non-Instructional Supplies	PERFORMANCE HEALTH SUPPLY INC	260.85
21-P0063171	01/08/21	33	CDC Administration	Software License and Fees	PARENTS AS TEACHERS NATL CENTER	265.00
21-P0063172	01/08/21	11	CJ/Academies	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES	1,262.73
21-P0063173	01/08/21	13	Maintenance	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES	1,569.56
21-P0063174	01/08/21	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	5,710.85
21-P0219416	12/08/20	11	Business Operations' Office	Legal Expenses	ORBACH HUFF SUAREZ	500,000.00

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21-P0219417	12/10/20	33	CDC Santa Ana College - East	Lease Agreement - Facility	ST PETER EVANGELICAL	46,374.00
21-P0219418	12/11/20	11	Educational Services Office	Excess/Copies Useage	XEROX CORP	504.79
21-P0219419	12/14/20	12	Continuing Education Division	Buildings - Facility Lease	AFFORDABLE HOUSING SPECIALISTS GROUP LLC	73,520.35
21-P0219420	12/15/20	12	Resource Development	Contracted Services	WESTED	1,043,026.00
21-P0219421	01/06/21	11	District Wide Technology	Software License and Fees	COMEVO, INC	31,500.00
<b>Grand Total:</b>						<b>\$4,745,060.22</b>

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-DON002999	12/7/2020	31	SAC BOOKSTORE	General Merchandise	SAMSILL	\$1,737.00
GM-DON003001	12/29/2020	31	SAC BOOKSTORE	General Merchandise	LEGACY ATHLETIC	\$885.00
GM-HAWK003577	12/31/2020	31	SCC BOOKSTORE	General Merchandise	PENS ETC.	\$40.20
TX-DON006521	12/9/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$2,861.54
TX-DON006522	12/9/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$2,779.07
TX-DON006523	12/10/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$486.23
TX-DON006524	12/10/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$280.77
TX-DON006525	12/10/2020	31	SAC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$1,455.00
TX-DON006526	12/10/2020	31	SAC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$898.05
TX-DON006527	12/10/2020	31	SAC BOOKSTORE	Textbook	KENDALL PUBLISHING	\$1,029.60
TX-DON006528	12/10/2020	31	SAC BOOKSTORE	Textbook	INDICO FORMERLY NACSCORP	\$342.00
TX-DON006529	12/10/2020	31	SAC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$1,231.15
TX-DON006530	12/10/2020	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$2,568.75
TX-DON006531	12/10/2020	31	SAC BOOKSTORE	Textbook	JONES & BARTLETT LEARNING	\$478.75
TX-DON006532	12/10/2020	31	SAC BOOKSTORE	Textbook	HOPKINS FULFILLMENT SERVICES	\$319.20
TX-DON006533	12/10/2020	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$12,525.64
TX-DON006534	12/10/2020	31	SAC BOOKSTORE	Textbook	AMAZON	\$162.06
TX-DON006535	12/10/2020	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$5,160.00
TX-DON006536	12/10/2020	31	SAC BOOKSTORE	Textbook	NORTON, INC.	\$733.96
TX-DON006537	12/10/2020	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$2,210.00
TX-DON006540	12/10/2020	31	SAC BOOKSTORE	Textbook	SAGE PUBLICATIONS, INC.	\$952.00
TX-DON006546	12/10/2020	31	SAC BOOKSTORE	Textbook	GOODHEART-WILCOX CO.,INC	\$2,325.00
TX-DON006548	12/10/2020	31	SAC BOOKSTORE	Textbook	VISTA HIGHER LEARNING	\$1,992.00
TX-DON006549	12/10/2020	31	SAC BOOKSTORE	Textbook	ELSEVIER HEALTH SCIENCE	\$3,038.40
TX-DON006551	1/5/2021	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$2,760.00
TX-HAWK004774	12/8/2020	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$1,856.94
TX-HAWK004775	12/8/2020	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$1,566.45
TX-HAWK004776	12/8/2020	31	SCC BOOKSTORE	Textbook	BLUEDOOR	\$1,216.80
TX-HAWK004777	12/8/2020	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	\$2,175.00
TX-HAWK004779	12/8/2020	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$15,230.00
TX-HAWK004780	12/8/2020	31	SCC BOOKSTORE	Textbook	NORTON, INC.	\$1,431.00
TX-HAWK004781	12/8/2020	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$1,978.17
TX-HAWK004782	12/8/2020	31	SCC BOOKSTORE	Textbook	VINDY	\$1,027.25
TX-HAWK004784	12/15/2020	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$16,864.09
TX-HAWK004787	12/15/2020	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$23,436.63
TX-HAWK004791	12/15/2020	31	SCC BOOKSTORE	Textbook	DAWN SIGN PRESS	\$5,232.92
TX-HAWK004804	12/15/2020	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$2,500.00
TX-HAWK004805	12/15/2020	31	SCC BOOKSTORE	Textbook	LAD CUSTOM PUBLISHING	\$740.60

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-HAWK004806	12/17/2020	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$30,005.88
TX-HAWK004807	12/30/2020	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$2,525.99
TX-HAWK004808	12/30/2020	31	SCC BOOKSTORE	Textbook	TEXAS BOOK COMPANY	\$931.08
TX-HAWK004810	12/31/2020	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$2,530.24
TX-HAWK004814	12/31/2020	31	SCC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$11,474.61
TX-HAWK004816	12/31/2020	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$17,123.83
TX-HAWK004817	12/31/2020	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$20,444.18
TX-HAWK004818	12/31/2020	31	SCC BOOKSTORE	Textbook	BVT PUBLISHING	\$1,815.00
TX-HAWK004820	12/31/2020	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	\$20,450.22
TX-HAWK004821	12/31/2020	31	SCC BOOKSTORE	Textbook	MORTON	\$3,039.75
TX-HAWK004822	12/31/2020	31	SCC BOOKSTORE	Textbook	UNIVERSITY ENTERPRISES	\$637.00
TX-HAWK004823	12/31/2020	31	SCC BOOKSTORE	Textbook	ROCKWELL PUBLISHING	\$1,862.34
TX-HAWK004828	12/31/2020	31	SCC BOOKSTORE	Textbook	ARCHIMEDES PUBLISHING	\$4,296.00
TX-HAWK004830	12/31/2020	31	SCC BOOKSTORE	Textbook	NORTON, INC.	\$25,594.61
TX-HAWK004831	12/31/2020	31	SCC BOOKSTORE	Textbook	EDUCATIONAL TEXTBOOK COMP	\$639.00
TX-HAWK004833	12/31/2020	31	SCC BOOKSTORE	Textbook	XANEDU	\$2,354.80
TX-HAWK004834	12/31/2020	31	SCC BOOKSTORE	Textbook	CAMBRIDGE UNIVERSITY PRES	\$1,635.60
TX-HAWK004835	12/31/2020	31	SCC BOOKSTORE	Textbook	TAYLOR & FRANCIS	\$1,320.00
TX-HAWK004836	12/31/2020	31	SCC BOOKSTORE	Textbook	DEBATE SENSEI	\$2,500.00
TX-HAWK004837	12/31/2020	31	SCC BOOKSTORE	Textbook	INTERNATIONAL CODE COUNCIL	\$648.85
TX-HAWK004838	12/31/2020	31	SCC BOOKSTORE	Textbook	BLUEDOOR	\$5,645.60
TX-HAWK004839	12/31/2020	31	SCC BOOKSTORE	Textbook	AGAINST THE CLOCK	\$503.91
TX-HAWK004840	12/31/2020	31	SCC BOOKSTORE	Textbook	COGNELLA	\$978.45
TX-HAWK004841	12/31/2020	31	SCC BOOKSTORE	Textbook	AMERICAN PSYCHOLOGICAL AS	\$1,511.73
TX-HAWK004845	12/31/2020	31	SCC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$6,744.00
TX-HAWK004846	12/31/2020	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$1,462.93
TX-HAWK004849	12/31/2020	31	SCC BOOKSTORE	Textbook	VINDY	\$2,146.29
TX-HAWK004850	1/5/2021	31	SCC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$13,395.87
						<b>\$308,724.98</b>

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

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM DECEMBER 6, 2020 THROUGH JANUARY 9, 2021  
BOARD MEETING OF FEBRUARY 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0062983	\$15,325.00	Repair of portable wall and pull bars at the Katella Training Facility for the Criminal Justice program	SAC -CJ/Academies	Received Quotations: *1. Dalke & Sons Construction, Inc. *Successful Bidder
21-P0062984	\$58,542.00	Transformer maintenance services for Santa Ana College, Centennial Education Center and OC Sheriff's Regional Training Academy	SAC -Maintenance	Received Quotations: *1. KT Industries Inc. *Successful Bidder
21-P0063030	\$695,250.00	East Broadmoor trail repairs for the barrier removal project at Santiago Canyon College	DO -Facility Planning	Board Approved: November 9, 2020
21-P0063031	\$26,984.26	Defibrillator with CPR dashboard, reusable cables, sensors and accessories for student use in the EMT certification program	SAC -Emergency Medical Technician	Received Quotations: *1. Zoll Medical Corp 2. Heartland Medical Sales *Successful Bidder
21-P0063032	\$24,362.29	Nursing Anne and Nursing Kelly simulation manikins	SAC -Nursing	Received Quotations: *1. Laerdal Medical Corp 2. Gaumard Simulators for Health Care Ed *Successful Bidder
21-P0063069	\$567,719.73	Microscopes to furnish classrooms in the new Science Center at Santa Ana College	DO -Facility Planning	Purchased from the Foundation for Community Colleges (FCCC) Agreement #00003750 Board Approved: October 26, 2020
21-P0063074	\$17,731.57	Baseball team uniforms and supplies	SAC -Kinesiology	Received Quotations: *1. BSN Sports 2. Eastbay *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM DECEMBER 6, 2020 THROUGH JANUARY 9, 2021  
BOARD MEETING OF FEBRUARY 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0063075	\$15,000.00	Annual subscription for Dynamic Forms Software Solutions for Santa Ana College and Santiago Canyon College	DO -ITS	Board Approved: December 14, 2020
21-P0063080	\$29,700.00	Commissioning services consultant for the Orange Education Center site remediation project	DO -Facility Planning	Board Approved: December 14, 2020
21-P0063081	\$75,000.00	Colleague system administration services	DO -ITS	Board Approved: December 14, 2020
21-P0063082	\$608,605.43	Office furniture for the new Johnson Student Center at Santa Ana College	DO -Facility Planning	Purchased from the Foundation for California Community Colleges (FCCC) Teknion Contract #CB-225-18 Board Approved: July 15, 2019
21-P0063088	\$37,963.29	Plasma cutter machine for use in Welding classes	SAC -Welding	Received Quotations: *1. The Lincoln Electric Company 2. SIMS Orange Welding Supply *Successful Bidder
21-P0063089	\$67,343.00	Vertex virtual welding machine for student use in Welding classes	SAC -Welding	Received Quotations: *1. SIMS Orange Welding Supply 2. The Lincoln Electric Company *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM DECEMBER 6, 2020 THROUGH JANUARY 9, 2021  
BOARD MEETING OF FEBRUARY 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0063090	\$91,628.94	Multi-process welder machines, millers, and tables for student use in Welding classes	SAC -Welding	Received Quotations: *1. Airgas Inc. 2. SIMS Orange Welding Supply *Successful Bidder
21-P0063091	\$27,028.46	Automatic horizontal bandsaw for student use in Welding classes	SAC -Welding	Received Quotations: *1. Worldwide Machine Tool 2. SC Industrial Inc. *Successful Bidder
21-P0063093	\$90,000.00	Architectural services consultant for the next gen drone and autonomous systems technology collaborative program at Santa Ana College	SAC -Business Applications & Tech	Board Approved: December 14, 2020
21-P0063158	\$39,900.00	Advertising marketing campaign for Spring 2021 English as a Second Language, Citizenship and HiSET Programs	SAC -Continuing Education Division	Board Approved: December 14, 2020
21-P0063159	\$52,500.00	Facilitation of the integration of SCC-CEC/SCCOEC Continuing Education Pilot Program Application	SAC -Continuing Education Division	Board Approved: December 14, 2020
21-P0219416	\$500,000.00	General legal services related to the Santa Ana College Science Building and McCarthy Construction Services.	DO -Business Operations	Board Approved: June 15, 2020
21-P0219417	\$46,374.00	Lease of facility at 1510 N. Parton, Santa Ana, CA 92706	SAC -CDC East	Board Approved: November 9, 2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM DECEMBER 6, 2020 THROUGH JANUARY 9, 2021  
BOARD MEETING OF FEBRUARY 22, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219419	\$73,520.35	Lease of facility at 1572 N. Main Street, Orange, CA 92867	SCC -Continuing Education Division	Board Approved: November 9, 2020
21-P0219420	\$1,043,026.00	Sub-agreement on behalf of the California Community Colleges Chancellor's Office (CCCCO) with WestEd to support the Digital Innovation and Infrastructure - Data Science Tools Program	DO -Resource Development	Board Approved: November 9, 2020
21-P0219421	\$31,500.00	Software renewal for Launch Online Orientation software and hosting	DO -ITS	Board Approved: February 4, 2019
TX-HAWK004779	\$15,230.00	Textbooks purchased for resale	SCC BOOKSTORE	Purchased from MCGRAW-HILL PUBLISHING CO Bookstore Manager Review Bill Jeffrey 12/08/2020
TX-HAWK004784	\$16,864.09	Textbooks purchased for resale	SCC BOOKSTORE	Purchased from NEBRASKA BOOK COMPANY Bookstore Manager Review Bill Jeffrey 12/15/2020
TX-HAWK004787	\$23,436.63	Textbooks purchased for resale	SCC BOOKSTORE	Purchased from PEARSON EDUCATION Bookstore Manager Review Bill Jeffrey 12/15/2020
TX-HAWK004806	\$30,005.88	Textbooks purchased for resale	SCC BOOKSTORE	Purchased from MBS TEXTBOOK EXCHANGE Manager Review Bill Jeffrey 12/17/2020

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM DECEMBER 6, 2020 THROUGH JANUARY 9, 2021  
BOARD MEETING OF FEBRUARY 22, 2021**

P.O. #	Amount	Description	Department	Comment
TX-HAWK004816	\$17,123.83	Textbooks purchased for resale	SCC BOOKSTORE	Purchased from PEARSON EDUCATION Bookstore Manager Review Bill Jeffrey 12/31/2020
TX-HAWK004817	\$20,444.18	Textbooks purchased for resale	SCC BOOKSTORE	Purchased from MCGRAW-HILL PUBLISHING CO Bookstore Manager Review Bill Jeffrey 12/31/2020
TX-HAWK004820	\$20,450.22	Textbooks purchased for resale	SCC BOOKSTORE	Purchased from CENGAGE LEARNING Bookstore Manager Review Bill Jeffrey 12/31/2020
TX-HAWK004830	\$25,594.61	Textbooks purchased for resale	SCC BOOKSTORE	Purchased from NORTON.INC Bookstore Manager Review Bill Jeffrey 12/31/2020

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
18-B0001341	12/06/20*	43	MCCARTHY BLDG CO INC	47,328,241.00		CE28973
18-B0001341	12/15/20	43	MCCARTHY BLDG CO INC	47,859,155.38	CHANGE ORDER #1, 12/15/20; INCREASE PO BY \$530,914.38 FOR A TOTAL AGREEMENT AMOUNT OF \$47,859,155.38 PER THE CHANGE ORDER, BOARD APPROVED ON 12/14/20.	DR21189
<b>18-B0001341 Changed in: PO Amount, Printed Coments</b>						
21-B0001877	12/06/20*	71	DOING GOOD WORKS	3,380.79		GC25569
21-B0001877	12/11/20	71	DOING GOOD WORKS	4,217.79		GC25569
<b>21-B0001877 Changed in: PO Amount</b>						
21-B0001893	12/06/20*	79	IPS GROUP, INC.	182,168.75		GC25569
21-B0001893	12/10/20	79	IPS GROUP, INC.	184,569.00		GC25569
<b>21-B0001893 Changed in: PO Amount</b>						
21-B0001896	12/07/20	31	HAWK BOOKSTORE	0.00	First Year Support Gift Cards	KW83000
21-B0001896	12/07/20	31	HAWK BOOKSTORE	1.00	First Year Support Gift Cards	KW83000
<b>21-B0001896 Changed in: PO Amount</b>						
21-B0001898	12/11/20	79	GOLDEN STAR TECHNOLOGY, INC.	0.00	SCC International Student Office	TC82689
21-B0001898	12/14/20	79	GOLDEN STAR TECHNOLOGY, INC.	1,994.34	SCC International Student Office	TC82689
<b>21-B0001898 Changed in: PO Amount</b>						
15-P0034461	12/06/20*	42	THE HILL PARTNERSHIP INC	2,216,650.00	CHANGE ORDER #2, 7/17/19; EXTENTION OF CONTRACT COMPLETION DATE FROM 7/31/19 TO 12/31/20. BOARD APPROVED: 7/15/19	DR21189
15-P0034461	12/18/20	42	THE HILL PARTNERSHIP INC	2,216,650.00	AMENDMENT #3, 12/18/20; EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH THE TIME AT WHICH THE NOTICE OF COMPLETION FOR THE CONSTRUCTION WORK, DIVISION OF STATE ARCHITECT CERTIFICATION AND PROJECT CLOSE-OUT HAVE BEEN ACHIEVED PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 12/15/20. BOARD APPROVED: 12/14/20	DR21189
<b>15-P0034461 Changed in: Printed Coments</b>						
17-P0043571	12/06/20*	41	SOUTHWEST INSPECTION	75,000.00	AMENDMENT #2 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
17-P0043571	12/18/20	41	SOUTHWEST INSPECTION	75,000.00	AMENDMENT #3, 12/18/20; EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH SEPTEMBER 30, 2021 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 12/15/20. BOARD APPROVED: 12/14/20	DR21189
<b>17-P0043571 Changed in: Printed Coments</b>						

\* 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-P0047833	12/15/20	43	BERNARDS BROS INC	2,147,283.00	AMENDMENT #1, 7/5/18; HOURLY RATES AMENDED PER THE FIRST AMENDMENT TO THE AGREEMENT DATED JUNE 26, 2018. BOARD APPROVED: JUNE 25, 2018.	CE28973
18-P0047833	12/18/20	43	BERNARDS BROS INC	2,207,283.00	AMENDMENT #2, 12/18/20; INCREASE PO BY \$60,000 FOR A TOTAL AGREEMENT AMOUNT OF \$2,207,283 AND EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH THE TIME AT WHICH THE NOTICE OF COMPLETION FOR THE CONSTRUCTION WORK, DIVISION OF STATE ARCHITECT CERTIFICATION AND PROJECT CLOSE-OUT HAVE BEEN ACHIEVED PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/15/20. BOARD APPROVED 12/14/20	DR21189
<b>18-P0047833 Changed in: PO Amount, Printed Coments</b>						
18-P0050138	12/06/20*	41	ARCHITECTURE 9 PLLLP	26,295.00	AMENDMENT #2 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/11/2019. BOARD APPROVED: 12/9/2019	FC78314
18-P0050138	12/18/20	41	ARCHITECTURE 9 PLLLP	26,295.00	AMENDMENT #3, 12/18/20; EXTEND THE CONTRACT COMPLETION TO BE THROUGH THE TIME AT WHICH THE NOTICE OF COMPLETION FOR THE CONSTRUCTION WORK, DIVISION OF STATE ARCHITECT CERTIFICATION AND PROJECT CLOSE-OUT HAVE BEEN ACHIEVED PER THE THRD AMENDMENT TO THE AGREEMENT DATED 12/15/20. BOARD APPROVED: 12/14/20.	DR21189
<b>18-P0050138 Changed in: Printed Coments</b>						
18-P0050689	12/06/20*	41	ARCHITECTURE 9 PLLLP	43,800.00	AMENDMENT #2, 12/31/2019; INCREASE AMOUNT BY \$1,500 FOR A TOTAL AGREEMENT AMOUNT OF \$43,800 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/11/2019 AND EXHIBIT A. BOARD APPROVED: 12/09/2019. AMENDMENT #1, 12/12/18; INCREASE AGREEMENT BY \$16,700 FOR A TOTAL AGREEMENT AMOUNT OF \$42,300 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2019 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED DECEMBER 11, 2018 AND EXHIBIT A. BOARD APPROVED: DECEMBER 10, 2018	EE88439
18-P0050689	12/18/20	41	ARCHITECTURE 9 PLLLP	43,800.00	AMENDMENT #3, 12/18/20; EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH THE TIME IN WHICH THE NOTICE OF COMPLETION FOR THE CONSTRUCTION WORK, DIVISION OF STATE ARCHITECT CERTIFICATION AND PROJECT CLOSE-OUT HAVE BEEN ACHIEVED PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 12/15/20. BOARD APPROVED: 12/14/20	DR21189
<b>18-P0050689 Changed in: Printed Coments</b>						
19-P0054879	12/06/20*	41	CONVERSE CONSULTANTS	405,118.55	CHANGE ORDER NO.: 1, DATE: 01/27/2020, TO ADD ADDITIONAL SCOPE PER ATTACHED EXHIBIT A AND INCREASE PO BY \$89,818.55 FOR A TOTAL AGREEMENT AMOUNT OF \$405,118.55 PER THE FIRST AMENDMENT AGREEMENT DATED; 01/14/2020; BOARD APPROVED: 01/13/2020	EE88439

\* 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
19-P0054879	12/18/20	41	CONVERSE CONSULTANTS	405,118.55	AMENDMENT #2, 12/18/20; EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH 12/31/22 OR UNTIL THE NOTICE OF COMPLETION FOR THE CONSTRUCTION WORK IS COMPLETED AND ORANGE COUNTY HEALTH CARE AGENCY PROJECT CLOSE OUT IS ACHIEVED PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/15/20. BOARD APPROVED: 12/14/20	DR21189
<b>19-P0054879 Changed in: Printed Coments</b>						
19-P0056078	12/06/20*	41	HELEKAR JAY	19,320.00	CHANGE ORDER NO.1, DATE: 01/24/2020, TO EXTEND THE CONTRACT COMPLETION DATE TO DECEMBER 31, 2020 AND REVISE THE PROJECT SCOPE AND SCHEDULE AS INDICATED IN EXHIBIT A PER THE FIRST AMENDMENT DATED 01/14/2020; BOARD APPROVED: 01/13/2020	EE88439
19-P0056078	12/18/20	41	HELEKAR JAY	19,320.00	AMENDMENT #2, 12/18/20; EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2021 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/15/20. BOARD APPROVED: 12/14/20	DR21189
<b>19-P0056078 Changed in: Printed Coments</b>						
19-P0056153	12/06/20*	41	KITCHELL CORPORATION	64,155.00	CHANGE ORDER NO.1, DATE: 01/24/2020, TO EXTEND THE CONTRACT COMPLETION DATE TO DECEMBER 31, 2020 AND REVISE THE PROJECT SCOPE AND SCHEDULE AS INDICATED IN EXHIBIT A PER THE FIRST AMENDMENT DATED 01/13/2020; BOARD APPROVED: 01/13/2020	EE88439
19-P0056153	12/18/20	41	KITCHELL CORPORATION	64,155.00	AMENDMENT #2, 12/18/20; EXTEND THE COMPLETION DATE TO BE THROUGH DECEMBER 31, 2021 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/15/20. BOARD APPROVED: 12/14/20	DR21189
<b>19-P0056153 Changed in: Printed Coments</b>						
19-P0057108	12/06/20*	41	LSA ASSOCIATES INC	25,940.00	AMENDMENT #1 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
19-P0057108	12/18/20	41	LSA ASSOCIATES INC	25,940.00	AMENDMENT #2 12/18/20 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2021 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/15/2020. BOARD APPROVED: 12/14/2020	DR21189
<b>19-P0057108 Changed in: Printed Coments</b>						
21-P0061646	12/06/20*	11	AAA ELECTRIC MOTOR SALES	8,500.00		CE28973
21-P0061646	12/08/20	11	AAA ELECTRIC MOTOR SALES	7,000.00	Change order #1, dated 12/8/20. to reduce original PO amount from \$8,500 to \$7,000 as per site department request.	JM13964
<b>21-P0061646 Changed in: PO Amount, Printed Coments</b>						
21-P0061911	12/06/20*	11	OFFICE DEPOT BUSINESS SVCS	3,500.00	Change order #1. Dated 9/23/20. Chage of Authorized to input and release order by adding Celia Perez name and removing Cynthia Vasquez	JM13964

\* 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
21-P0061911	01/08/21	11	OFFICE DEPOT BUSINESS SVCS	3,500.00	Change Order #2 Dated 01/08/2021 to update name listed as authorized to input and release orders per department request.	EE88439
<b>21-P0061911 Changed in: Printed Coments</b>						
21-P0062561	12/06/20*	11	KAISER ROBERT	750.00		JM13964
21-P0062561	12/10/20	11	KAISER ROBERT	760.00	Change order #1. dated 12/10/20. to increase the amount of PO by \$10. the Original cost was supposed to be \$760.00 as per site department request.	JM13964
<b>21-P0062561 Changed in: PO Amount, Printed Coments</b>						
21-P0062618	12/06/20*	12	OFFICE DEPOT BUSINESS SVCS	1,863.67		FC78314
21-P0062618	12/09/20	12	OFFICE DEPOT BUSINESS SVCS	1,863.67	Change Order #1 12/9/20 Amend account number to read as follows:	FC78314
<b>21-P0062618 Changed in: Printed Coments</b>						
21-P0062624	12/06/20*	12	GOLDEN STAR TECHNOLOGY, INC.	51,235.23	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	JM13964
21-P0062624	01/08/21	12	GOLDEN STAR TECHNOLOGY, INC.	51,235.23	Change Order #1, 01/08/2021; to update item number in line item #2, and item numbers and product description on line item #1 per department request. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	EE88439
<b>21-P0062624 Changed in: Printed Coments</b>						
21-P0062627	12/06/20*	12	GOLDEN STAR TECHNOLOGY, INC.	3,346.32	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.	MS54242
21-P0062627	12/07/20	12	GOLDEN STAR TECHNOLOGY, INC.	3,346.32	Change order #1, dated 12/7/20. The HP 850 G6 model originally being purchased is no longer available. its replaced with an HP 850 G7 per department request. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	JM13964
<b>21-P0062627 Changed in: Printed Coments</b>						
21-P0062691	12/08/20	12	LOWES HOME IMPROVEMENT	4,339.69		JM13964
21-P0062691	12/09/20	12	LOWES HOME IMPROVEMENT	4,339.69	Change Order #1 12/9/20 Amend account number to read as follows:	FC78314
<b>21-P0062691 Changed in: Printed Coments</b>						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0062736	12/06/20*	12	GOLDEN STAR TECHNOLOGY, INC.	51,397.65	CHANGE ORDER #1 11/30/20 AMEND ITEM #1 DESCRIPTION TO READ AS FOLLOWS: VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0062736	12/15/20	12	GOLDEN STAR TECHNOLOGY, INC.	51,397.65	CHANGE ORDER #2 12/15/20 AMEND ITEMS 1-3 ACCOUNT TO READ AS FOLLOWS: VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
<b>21-P0062736 Changed in: Printed Coments</b>						
21-P0062983	12/07/20	13	DALKE & SONS CONSTRUCTION IN	15,325.00		JM13964
21-P0062983	12/10/20	13	DALKE & SONS CONSTRUCTION IN	15,325.00	Change order #1, dated 12/10/20. to change the GL account from 13_0001_651000_17400_5605 to 12_2184_210550_15712_5605 as per site department request.	JM13964
<b>21-P0062983 Changed in: Printed Coments</b>						
21-P0063015	12/14/20	12	OFFICE DEPOT BUSINESS SVCS	152.94	Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # CB-15-003, extended through 6/30/21 due to COVID-19. Board Approved: 10/26/15.	MS54242
21-P0063015	12/15/20	12	OFFICE DEPOT BUSINESS SVCS	152.94	Change order #1, dated 12/15/20. to replace GL account from 12_2390_050100_15105_4310 to 12_2182_619000_15150_4610 as per site department request. Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # CB-15-003, extended through 6/30/21 due to COVID-19. Board Approved: 10/26/15.	JM13964
<b>21-P0063015 Changed in: Printed Coments</b>						
21-P0063024	12/10/20	12	TEAMWORK PROMOTIONAL	6,836.94	*** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	JM13964
21-P0063024	12/17/20	12	TEAMWORK PROMOTIONAL	6,836.94	CHANGE ORDER #1, DATE: 12/17/2020; TO CHANGE THE GL ACCOUNT NUMBER ON THE PO PER DEPARTMENT REQUEST. *** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	EE88439
<b>21-P0063024 Changed in: Printed Coments</b>						
21-P0063025	12/10/20	12	TEAMWORK PROMOTIONAL	1,800.67	*** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	JM13964

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0063025	12/17/20	12	TEAMWORK PROMOTIONAL	1,800.67	CHANGE ORDER #1, DATE: 12/17/2020; TO CHANGE THE GL ACCOUNT STRING PER DEPARTMENT REQUEST. *** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	EE88439
<b>21-P0063025 Changed in: Printed Coments</b>						
21-P0063026	12/10/20	12	TEAMWORK PROMOTIONAL	1,800.67	*** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	JM13964
21-P0063026	12/17/20	12	TEAMWORK PROMOTIONAL	1,800.67	CHANGE ORDER #1, DATE: 12/17/2020; TO CHANGE THE GL ACCOUNT STRING PER DEPARTMENT REQUEST. *** PLEASE NOTE: THE RSCCD WAREHOUSE AND CAMPUSES WILL BE CLOSED FOR DELIVERIES FROM DECEMBER 19, 2020 THROUGH JANUARY 3, 2021 AND WILL REOPEN JANUARY 4, 2021.	EE88439
<b>21-P0063026 Changed in: Printed Coments</b>						
21-P0063058	12/15/20	11	FARMERS AND MERCHANTS BANK O	840.00		FC78314
21-P0063058	12/15/20	11	FARMERS AND MERCHANTS BANK O	0.00		FC78314
21-P0063058	12/17/20	11	FARMERS AND MERCHANTS BANK O	840.00		FC78314
<b>21-P0063058 Changed in: PO Amount</b>						
21-P0063109	01/04/21	12	DON BOOKSTORE	6,410.00		FC78314
21-P0063109	01/04/21	12	DON BOOKSTORE	6,300.00		FC78314
<b>21-P0063109 Changed in: PO Amount</b>						
19-P0199331	12/06/20*	12	NORTH ORANGE COUNTY CCD	1,347,056.00		CE28973
19-P0199331	12/09/20	12	NORTH ORANGE COUNTY CCD	1,416,622.00	CHANGE ORDER #1, 12/9/20; INCREASE PO BY \$69,566 FOR A TOTAL AGREEMENT AMOUNT OF \$1,416,622 PER THE MODIFIED PARTICIPATION AGREEMENT DATED 12/08/20	DR21189
<b>19-P0199331 Changed in: PO Amount, Printed Coments</b>						
19-P0199352	12/06/20*	12	SO ORANGE COUNTY COMMUNITY C	142,296.00		DE68698
19-P0199352	12/09/20	12	SO ORANGE COUNTY COMMUNITY C	177,862.00	CHANGE ORDER #1, 12/9/20; INCREASE PO BY \$35,566 FOR A TOTAL AGREEMENT AMOUNT OF \$177,862 PER THE MODIFIED PARTICIPATION AGREEMENT DATED 12/03/20	DR21189
<b>19-P0199352 Changed in: PO Amount, Printed Coments</b>						
19-P0199537	12/18/20	12	WESTED	1,291,140.00		DE68698

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
19-P0199537	01/07/21	12	WESTED	1,441,140.00	CHANGE ORDER #1, 1/7/21; EXTEND THE PERIOD OF PERFORMANCE TO BE THROUGH APRIL 30, 2021 AND INCREASE THE AMOUNT BY \$150,000 FOR A TOTAL AGREEMENT AMOUNT OF \$1,441,140 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED DECEMBER 14, 2020. BOARD APPROVED: 12/14/20	DR21189
<b>19-P0199537 Changed in: PO Amount, Printed Coments</b>						
21-P0219315	12/06/20*	61	WEST HEALTH ADVOCATE SOLUTIO	19,140.90		DP29747
21-P0219315	12/07/20	61	WEST HEALTH ADVOCATE SOLUTIO	19,210.90	CHANGE ORDER NO 1, DATE: 12/07/2020; TO INCREASE PO BY \$70 FOR A TOTAL PO AMOUNT OF \$19,210.90.	EE88439
<b>21-P0219315 Changed in: PO Amount, Printed Coments</b>						

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: February 22, 2021
Re:	Approval of Resource Development Item	
Action:	Request for Approval	

**ANALYSIS**

An item for the following categorically funded program was developed.

<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
1. California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant V (District) Sub-award from the California Department of Education California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) Block Grant to RSCCD's Child Development Services to support program quality improvement activities, trainings and meetings for early childhood teachers and program staff. (20/21). <i>No match required.</i>	12/15/2020	\$54,000

**RECOMMENDATION**

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

Fiscal Impact:	\$54,000	Board Date: February 22, 2021
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**SPECIAL PROJECT DETAILED BUDGET #2xxx**  
**NAME: Child Development Services - California State Preschool Program (CSPP)**  
**Quality Rating and Improvement System (QRIS) Block Grant V (District)**  
**FISCAL YEAR: 2020/2021**

**CONTRACT PERIOD: 07/01/2020 - 06/30/21 (continuous)**

**PROJ ADM: Enrique Perez**

**CONTRACT AMOUNT: \$54,000**

**PROJ DIR: Janneth Linnell**

**PRIME SPONSOR: California Department of Education**

**DATE: 02/04/21**

**FISCAL AGENT: Orange Count Superintendent of Schools/Orange County Department of Education**

**PRIME AWARD #: N/A**

**SUB-AWARD #: 51135**

<b>GL Account</b>	<b>Description</b>	<b>Debit</b>	<b>Credit</b>
33-2xxx-000000-50000-8699	Other Misc State Revenue :		54,000
33-2xxx-692000-53323-4310	Instructional Supplies : CD CED	9,000	
	Instructional Supplies : CD SAC		
	- Remington (\$9,000)		
	- Supuvela (\$9,000)		
33-2xxx-692000-53325-4310	- SAC CDC (\$9,000)	27,000	
33-2xxx-692000-53326-4310	Instructional Supplies : CD SCC	9,000	
33-2xxx-692000-53327-4310	Instructional Supplies : CD SAC East	9,000	
<b>Totals for PROJECT: 2xxx</b>	<b>CSPP/QRIS Block Grant V</b>	<b>54,000</b>	<b>54,000</b>

## **California State Preschool Program (CPP) Quality Rating and Improvement System (QRIS) Block Grant**

OCDE operates and maintains a Quality Ratings and Implementation System (QRIS) program within Orange County, referred to as Quality Start OC. Under the Child Care and Development Services Act, QRIS is a locally determined system for continuous quality improvement based on a tiered rating structure with progressively higher quality standards for each tier that provides supports and incentives for programs, teachers, and administrators to each higher levels of quality, monitors and evaluates the impacts on child outcomes and disseminates information to parents and the public about program quality. (Education Code section 8203.1)

District operates and maintains preschool programs/sites and has voluntarily agreed to participate in the Quality Start OC.

Rancho Santiago Community College District's Child Development Services is a sub-awardee of a California State Preschool Program (CSPP) Quality Rating and Improvement System (QRIS) block-grant from the Orange County Superintendent of Schools/Orange County Department of Education to support program quality improvement activities, trainings and meetings for early childhood teachers and program staff to engage in dialogue on curriculum planning, program assessment, and family engagement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

February 22, 2021

**MANAGEMENT**

Appointments

Bermudez, Linda  
K-14 Technical Assistant Provider  
Educational Services  
District

Effective: February 8, 2021 – June 30, 2023  
Salary Placement: F-3 \$114,295.64/Year  
Classified Manager  
Requisition #CL20-00015  
Reorg #1201

Sacoto, Michael M.  
K-14 Technical Assistant Provider  
Educational Services  
District

Effective: February 8, 2021 – June 30, 2023  
Salary Placement: F-3 \$114,295.64/Year  
Classified Manager  
Requisition #CL20-00015  
Reorg #1201

Interim Assignment

Johnson, Nhadira  
Interim Public Information Officer  
Executive Division/President's Office  
Santa Ana College

Effective: February 23, 2021 – June 30, 2021  
Salary Placement: I-4 \$100,701.28/Year

Leave of Absence

Wert, Raymond  
Sergeant  
District Safety & Security Office  
Santa Ana College

Effective: November 30, 2020 – December 9, 2020  
Reason: Emergency Paid Sick Leave (EPSL)

**FACULTY**

Leave of Absence

Skeen, Charlotte  
Instructor, Fire Academy  
Human Services & Technology Division  
Santa Ana College

Effective: January 11, 2021  
Reason: Emergency Paid Sick Leave (EPSL)

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires

Chang, Steven  
Instructor, Biology  
Science, Mathematics, & Health  
Science Division  
Santa Ana College  
Effective: February 1, 2021  
Hourly Lecture/Lab Rates: IV-3 \$73.32/\$66.00

Flint Jr., James H.  
Instructor, Fire Technology  
Human Services & Technology Division  
Santa Ana College  
Effective: February 3, 2021  
Hourly Lecture Rate: I-5 \$69.83

Hogue, Daniel S.  
Instructor, Physics  
Mathematics & Sciences Division  
Santiago Canyon College  
Effective: February 9, 2021  
Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86

Kenny, William P.  
Instructor, Criminal Justice/Crisis Intervention &  
Behavioral Health Training  
Human Services & Technology Division  
Santa Ana College  
Effective: February 8, 2021  
Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01

Kruggel, Michael A.  
Instructor, Criminal Justice/Crisis Intervention &  
Behavioral Health Training  
Human Services & Technology Division  
Santa Ana College  
Effective: February 8, 2021  
Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01

Mattos, Daniel  
Instructor, Culinary Arts  
Dual Enrollment/Orange County School of  
The Arts, Santa Ana  
Human Services & Technology Division  
Santa Ana College  
Effective: August 16, 2021  
Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01

Tinder, John  
Instructor, Criminal Justice/Crisis Intervention &  
Human Services & Technology Division  
Santa Ana College  
Effective: February 8, 2021  
Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86

**FACULTY (CONT'D)**

*Non-Paid Intern Service*

Kitchen, Ieisha N.  
Higher Education Intern  
Student Support Services  
Santiago Canyon College

Effective: March 8, 2021 – June 15, 2021  
College Affiliation: CSU, Fullerton  
Major: Higher Education

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
FEBRUARY 22, 2021**

**CLASSIFIED**New ClassificationsAttachments #1, #2, #3 & #4

Instructional Designer	Grade 20
Office of Diversity, Equity and Inclusion Program Coordinator	Grade 15
Simulation Technician	Grade 17
Title IX Specialist	Grade 11

New Appointment

Hatch, Eric Sr. District Safety Officer (CL20-00025) District Safety/ District	Effective: February 8, 2021 Grade 13, Step 6 \$72,733.60
Voght, Donald Sr. District Safety Officer (CL20-00025) District Safety/ District	Effective: February 8, 2021 Grade 13, Step 6 \$72,733.60
Voong, Winnie Athletic/Trainer Therapist (CL20-00045) Kinesiology/ SAC	Effective: February 8, 2021 Grade 15, Step 6 \$80,908.89

Professional Growth Increments

Espino, Susana Science Lab Coord./ Science & Math/ SCC	Effective: March 1, 2021 Grade 13, Step 4 + 3PG (1500) \$67,450.48
Kramer, Laura Special Projects Specialist/ Counseling/ SCC	Effective: March 1, 2021 Grade 11, Step 3 + 5PG (2500) \$59,165.36
Nguyen, Trinity Science Lab Coord./ Science & Math/ SCC	Effective: March 1, 2021 Grade 13, Step 4 + 2.5%L + 6PG (2500) \$70,099.24

Professional Growth Increments cont'd

Vu, Sara Student Services Coord./ Counseling/ SAC	Effective: March 1, 2021 Grade 15, Step 4 + 5PG (2500) \$75,855.65
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Change In Position

Do, Vinh From: Skilled Maintenance Worker To: HVAC Mechanic (Reclass 1201)	Effective: January 1, 2021 Grade 13, Step 2 \$59,774.54
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Change in Salary Placement

Grayson, Anthony Sr. District Safety Officer/ District	Effective: February 7, 2021 Grade 13, Step 6 + 5%SW \$76,370.28 <i>Change in Shift</i>
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Tingirides, Tiffany Sr. District Safety Officer/ District	Effective: February 7, 2021 Grade 13, Step 6 + 7.5%GY \$78,188.62 <i>Change in Shift</i>
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Leave of Absence

Cisneros Lopez, Nanci Business Services Coord./ Ed. Services	Effective: 03/01/21 – 05/21/21 Reason: FMLA/Parental Leave
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Godoy, Giovanni Custodian/ Admin. Services/ SAC	Effective: 01/14/21 – 01/25/21 Reason: Emergency Paid Sick Leave
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Madrigal, Maria Exec. Assist to the Board of Trustees/ District (Interim Assmt)	Effective: 11/16/20 – 11/27/20 Reason: Emergency Paid Sick Leave
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McLeod, Scott Sr. District Safety Officer/ District	Effective: 12/28/20 – 12/29/20 Reason: Emergency Paid Sick Leave
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Razo, Mariano Custodian/ Admin. Services/ SAC	Effective: 01/19/21 – 02/02/21 Reason: Emergency Paid Sick Leave
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Soto Telez, Roxzel Administrative Secretary/ Humanities & Soc. Sci./ SCC	Effective: 01/04/21 – 01/15/21 Reason: Emergency Paid Sick Leave
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*Ratification of Resignation/Retirement*

Schooler, Clinton Transfer Center Spec./ Counseling/ SCC	Effective: February 17, 2021 Reason: Resignation
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**CLASSIFIED HOURLY**

*Leave of Absence*

Garcia, Jose Antonio Custodian/ Admin. Services/ SAC	Effective: 01/19/21 – 01/27/21 Reason: Emergency Paid Sick Leave
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Lu, Leslie Admissions Assistant/ Continuing Ed./ CEC	Effective: 12/12/20 – 12/19/20 Reason: Emergency Paid Sick Leave
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*Ratification of Resignation/Retirement*

Khan, Khadija Student Program Specialist/ College Advancement/ SAC	Effective: February 16, 2021 Reason: Resignation
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Quinonez, Fernando Bookstore Storekeeper/ SCC	Effective: January 29, 2021 Reason: Resignation
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Shipma, Phil District Safety Officer/ District	Effective: February 11, 2021 Reason: Resignation
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**TEMPORARY ASSIGNMENT**

*Short Term Assignment*

Cancino, Dionico Learning Facilitator/ Science & Math/ SAC	Effective: 02/23/21 – 06/30/21 Grade 8, \$21.64/Hour
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Cardenas, Miguel Admissions & Records Spec. I/ SCC	Effective: 02/23/21 – 06/30/21 Grade 6, \$20.00/Hour
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Maldonado, Catalina Admissions & Records Spec. I/ SCC	Effective: 02/23/21 – 06/30/21 Grade 6, \$20.00/Hour
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Mendizabal, Ennio Learning Facilitator/ Science & Math/ SAC	Effective: 02/23/21 – 06/30/21 Grade 8, \$21.64/Hour
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West, Ryan Instructional Assistant/ Math & Science/ SCC	Effective: 06/04/21 – 06/06/21 Grade 5, \$19.31/Hour
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*Additional Hours for Ongoing Assignment*

Gaston, Vanessa Administrative Clerk/ Continuing Ed./ OEC	Effective: 01/09/21 – 06/30/21 Not to exceed 19 consecutive days in any given period.
Gilbert, Jessica Administrative Clerk/ Inst. Effectiveness/ SCC	Effective: 03/08/21 – 06/05/21 Not to exceed 19 consecutive days in any given period.
Hernandez, Louis Cashier/ Business Operations/ SAC	Effective: 11/30/20 – 06/30/21 Not to exceed 19 consecutive days in any given period.
Morones, Griselda HS Community Outreach Spec./ Counseling/ SCC	Effective: 01/25/21 – 06/30/21 Not to exceed 19 consecutive days in any given period.
Siegel, Sue Cashier/ Business Operations/ SAC	Effective: 11/30/20 – 06/30/21 Not to exceed 19 consecutive days in any given period.

*Substitute Assignments*

Sandoval, Christopher Sr. Account Clerk/ Human Services & Tech./ SAC	Effective: 02/09/21 – 06/09/21 Grade 10, \$23.57/Hour
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**MISCELLANEOUS POSITIONS**

Garcia, Adrian Coaching Assistant/ Kinesiology/ SAC	Effective: 02/16/2021
Park, Deborah Presenter II/ Counseling/ SAC	Effective: 02/20/21 – 02/27/21

*Instructional Associates/Associate Assistants*

**Criminal Justice**

Bull, Joseph	Effective: 02/23/21
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**Nursing**

Nguyen, Joey Instructional Associate/ Nursing Health Science/ SAC	Effective: 02/23/21
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**INSTRUCTIONAL DESIGNER  
JOB DESCRIPTION**

**CLASS SUMMARY**

Under general supervision and direction, provides instructional design to develop and support courses utilizing the learning management system; collaborate with faculty to conceptualize, develop, design, assess, and improve online, hybrid, and traditional course content and related materials using the learning management system; provide maintenance of accessible material adhering to current standards and guidelines; assists in training and support for the use of the district's learning management system; assumes and performs related duties and responsibilities as required.

**REPRESENTATIVE DUTIES**

Collaborate with faculty to conceptualize, develop, design, assess, and improve online, hybrid, and traditional course content and related materials using the learning management system; advise and assist in the application of technological resources needed to enhance teaching and engage students in the learning process; guide faculty on course pedagogy, design, development, and ongoing continuous improvement of technology-mediated learning, throughout the course development and redesign process; assist in the development of course templates; collaborate in redesigning and reengineering existing courses and transitioning course content onto new platforms; support maintenance of existing online, hybrid and traditional courses on the learning management system; develop and disseminate course design standards; apply adult learning theory with instructional design methodology to develop and design courses; develop and deliver training and support resources for administrators, faculty, staff and students including online resources and the effective use of instructional technology, principles and pedagogy of effective online instruction and learning, and accessibility standards; provide assistance with developing and creating accessible content including the requirements, standards and guidelines in Web Content Accessibility Guidelines (WCAG) 2.0 or 2.1, and Section 508 accessibility standards outlined in the Rehabilitation ACT (29 U.S.C. §794d); assist with the implementation of various college, district and statewide initiatives; assist faculty in locating, evaluating, and implementing the use of open educational resources, and provide guidance on issues related to copyright and fair use; update effective practices in the area of instructional design; assist supervisor in complex report and research activities; participate in the college's learning outcomes assessment program, including course, program, and institutional assessments; operates computers, peripheral, auxiliary and support equipment as it relates to distance education and instructional technology.

**ORGANIZATIONAL RELATIONSHIPS**

This class reports to the designated administrator/supervisor.

**INSTRUCTIONAL DESIGNER  
JOB DESCRIPTION (CONTINUED)**

**REQUIRED QUALIFICATIONS**

**Required Training and Experience**

A Bachelor's degree in Instructional Design, Educational Technology, Instructional Technology or related field, and three-years of experience in instructional design, or web-based course development, as well as training users in technology and teaching in an online environment.

**Knowledge and Abilities**

Knowledge of: principles, techniques, and pedagogy of course design, development, delivery, and improvement, including outcome development and curriculum alignment; principles and techniques online education, media-based instruction, instructional delivery systems, and instructional technology used to enhance the quality of instruction and student access; principles of planning, organizing, and scheduling; training and supervision; guidelines for accessibility including Web Content Accessibility Guidelines (WCAG 2.0) and Section 508 accessibility standards outlined in the Rehabilitation ACT (29 U.S.C. §794d); knowledge in the use of web conferencing and collaboration environments; English, spelling, and grammar.

Ability to: exercise independent judgement; develop, analyze, plan, organize, and schedule programs and projects; research, articulate, and disseminate innovative best practices in teaching, learning, and technology, in all instructional modalities; establish and maintain effective working relationships with faculty, staff, administrative personnel, students, and the community; operate and troubleshoot computers, applications, and related support and instructional technology applications and equipment; maintain records and prepare reports; evaluate processes and products and make recommendations for improvements.

Board Approved: \_\_\_\_\_

**OFFICE OF DIVERSITY, EQUITY AND INCLUSION PROGRAM COORDINATOR  
JOB DESCRIPTION**

**CLASS SUMMARY**

Under direction, plans, organizes, and coordinates the daily and operational activities of the ODEI (Office of Diversity, Equity and Inclusion) program including recruitment, managing projects, developing, implementing, and evaluating program policies, procedures, and standards relative to fostering a culture of diversity, equity and inclusion delivering quality services and perform related work as required.

**REPRESENTATIVE DUTIES**

Oversee day-to-day operations of the program to ensure that policies and procedures are being followed, goals and objectives are met, and that services and projects are being accomplished efficiently and effectively; develop, lead and maintain task forces and workgroups to implement programs, trainings, events and initiatives to advance the Office of Diversity, Equity and Inclusion (ODEI), which include the community within RSCCD and outside of Orange County; provide outreach and recruitment programs to facilitate a recurring pipeline of diverse cohort candidates; create a tracking system to maintain a database of various ODEI representatives, and potential candidates; Create, design, identify, develop and facilitate ongoing training, and education for RSCCD staff in accordance with the ODEI; provide training, education various District staff and participate in education, training-related to ODEI initiatives; create tools for web-based learning and assessment for ODEI projects and work with other departments to incorporate these tools; maintain website content and social media communications; develop and maintain relationships in the community with groups serving diverse populations and connect community groups with appropriate ODEI representatives for collaboration; develop and administer surveys; coordinate scheduling of events and activities with stakeholders including colleges and universities; takes corrective action as directed; assists with the development, design, implementation, and organization of the departmental branding and promotional/marketing objectives; may be required to: advise program participants, do public speaking on behalf of the program, and travel to job fairs, feeder universities, and workshops; act as a liaison between ODEI, local universities and local communities, and attend conferences; other duties as assigned.

**ORGANIZATIONAL RELATIONSHIPS**

This position reports to the assigned administrator for the Office of Diversity, Equity and Inclusion. The incumbent is responsible for assignments within the office and works with presenters, event coordinators and other personnel.

**OFFICE OF DIVERSITY, EQUITY AND INCLUSION PROGRAM COORDINATOR  
JOB DESCRIPTION (CONTINUED)**

**REQUIRED QUALIFICATIONS**

**EDUCATION AND EXPERIENCE**

Any combination of training and/or education equivalent to a Bachelor's degree and two years of experience as a program coordinator which demonstrates program development and implementation working with an ethnically diverse population.

**KNOWLEDGE AND ABILITIES**

Knowledge of: modern office practices, methods, computer equipment and computer applications, including the Microsoft Office suite; English usage, spelling, vocabulary, grammar, and punctuation; principles and practices of outreach and recruitment, program planning, project management, data collection, report preparation, work planning, assignment, review, and evaluation, and the training of staff; recruitment, retention and provide strategic leadership in the areas of diversity, inclusion and equity; principles and practices of training, professional development, program development, implementation, and marketing; methods and techniques for the development of presentations.

Ability to: complete multiple tasks in a fast-moving environment; maintain confidential information; develop, implement, and evaluate goals, objectives, policies, and procedures; provide customer service to the public, vendors, students, and District staff, including individuals of various ages, and various socio-economic and ethnic groups; interpret, apply, explain, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations governing assigned program(s); evaluate and develop improvements in operations, procedures, policies, or methods; prepare clear and concise reports, correspondence, policies, procedures, and other written materials; conduct complex research projects, evaluate alternatives, and make sound recommendations; represent the division in meetings with various businesses, professional, and regulatory organizations; establish and maintain a variety of filing, record-keeping, and tracking systems.

Board Approved: \_\_\_\_\_

**SIMULATION TECHNICIAN  
JOB DESCRIPTION**

**CLASS SUMMARY**

Under general supervision –support of simulation for the Health Sciences programs in preparing and maintaining simulation lab equipment, media, cameras, computers and materials related to simulation; technical and administrative support; answer student and faculty questions, assist students and faculty with simulation work and in preparation for lab experiences; performs related duties as required.

**REPRESENTATIVE DUTIES**

Programs software for model simulators' physiological responses; supports/assists in role playing applications, prop(s) placement, and moulage set up to create a virtual health care setting; assists with training simulation staff and faculty in the use of simulation equipment; serves as a resource for faculty utilizing simulation; conducts tours and simulation sessions for internal/external groups and/or individuals; anticipates future technology needs; identifies areas for improved efficiency; installs, secures, repairs, updates, and maintains simulators; diagnoses equipment problems and recommends an action on repair work of simulators/hardware/software; contact vendors to return equipment parts under warranty; provides guidance to the users in the use of standard or specialized desktop applications; communicates with staff and faculty regarding software and hardware needs; installs, configures and upgrades operating systems and software requirements for classrooms, labs, faculty, and staff to ensure compatibility for simulation; may install specialized software and hardware and collaborate with vendors on department specific equipment requiring configuration, maintenance, and upgrade.

**ORGANIZATIONAL RELATIONSHIPS**

This position reports to the designated supervisor.

**REQUIRED QUALIFICATIONS**

**Required Training and Experience**

Any combination of training, education, and experience equivalent to a Bachelor's degree and two years' experience in the maintenance, repair and deployment of healthcare hardware and software. Relevant experience may be substituted for the education on a year-for-year basis.

**SIMULATION TECHNICIAN  
JOB DESCRIPTION (CONTINUED)**

**REQUIRED QUALIFICATIONS (CONTINUED)**

**Knowledge and Abilities**

Knowledge of: Computer and networking terminology for PCs; low, mid and high-fidelity simulators and associated computer equipment; Local area networks (LANs) and wide area networks (WANs); network theory and principals of operating systems; installation, maintenance and repair of simulators, computers, and peripheral devices; use of audio/visual and photo production equipment; use of video cameras, digital cameras, and microphones.

Ability to: Stay apprised of current operating systems and software; diagnose problems and perform corrective action; work cooperatively with others; follow oral and written directions; follow safety practices in electrical and electronics work and in the use of tools and equipment; maintain supply records and inventories of simulation equipment and maintenance.

Working Conditions: This position requires prolonged office/simulation lab environment with frequent student, faculty, and staff contact and interruption working at authorized facilities with occasional evenings and/or weekends on an as-needed basis.

Physical Requirements: Ability to lift 50 pounds.

Board Approved: \_\_\_\_\_

**TITLE IX SPECIALIST  
JOB DESCRIPTION**

**CLASS SUMMARY**

Under direction – performs difficult and specialized clerical work requiring detailed knowledge of a department’s procedures, policies, and precedents; supplies information involving facts and interpretations; initiates and completes difficult tasks independently; assumes responsibility for special projects and prepares related reports; assists in research for special reports; provides administrative support and coordination of projects, collecting and maintaining data records for research and reporting related to Title IX complaints, investigations, training, and overall compliance.

**REPRESENTATIVE DUTIES**

Assist in creating and editing reports, analysis of data for identification of trends, maintenance of case management records, development of assessment measures, and overall compliance indicators. Oversee publications, website, and other outward facing social media produced out of the Title IX office.

Plan and coordinate special projects, including annual training, review and audits, and annual Clery reporting. Maintains training and archives of training-related documents. Collaborate with other stakeholders on projects related to sex/gender discrimination, harassment, retaliation, or others as requested. Coordinate collection of campus data and reported incidents of discrimination, harassment and retaliation based on sex or gender. Research and analyze information needed for resolving issues and problems and provide recommendations for action and program or system improvements. Establish and maintain effective working relationships with the campuses, the community and consultant entities. Coordinate and track activities to ensure timely completion of projects and investigations.

Provide administrative support to the Title IX Coordinator, maintain the appointment schedule and calendar of events and activities; schedules committee meetings; composes correspondence, proofreads, and edits drafts, documents, proposals, and reports.

**ORGANIZATIONAL RELATIONSHIPS**

This position reports to the designated administrator or supervisor responsible for Institutional Equity, Compliance & Title IX.

**TITLE IX SPECIALIST  
JOB DESCRIPTION (CONTINUED)**

**REQUIRED QUALIFICATIONS**

**Training and Education:**

High school diploma or equivalent and any combination of education and experience equivalent to four years of progressively responsible experience in general clerical work including at least three years of keyboarding, and office technology training.

**Knowledge and Abilities:**

Thorough Knowledge of: English grammar, spelling, filing, and arithmetic; modern office methods, procedures, terms and equipment; office management practices.

Good knowledge of: modern office practices and procedures; knowledge of rules, regulations, programs, and policies; designated formats for presenting reports.

Ability to: maintain complex clerical records and prepare reports; interpret rules, regulations, and policies; perform clerical work with speed and accuracy; ability to operate office equipment including personal computer terminal and word processing software.

Skills: Must complete keyboarding, clerical (filing and checking) and software skill evaluation. Screening Committee will use results as one of the selection criteria.

Board Approved: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
EMPLOYEE CALENDAR 2021-2022**

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Holidays
					1	2	3	
<b>JULY</b>	4	5	6	7	8	9	10	<i>Independence Day: July 5 (Observed); July 4</i>
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	31	
<b>AUGUST</b>	1	2	3	4	5	6	7	
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30	31	1	2	3	4	
<b>SEPTEMBER</b>	5	6	7	8	9	10	11	<i>Labor Day: September 6</i>
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30	1	2	
<b>OCTOBER</b>	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
	31	1	2	3	4	5	6	
<b>NOVEMBER</b>	7	8	9	10	11	12	13	<i>Veterans Day: November 11</i>
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30	1	2	3	4	
<b>DECEMBER</b>	5	6	7	8	9	10	11	<i>Holiday Recess: December 20-24</i>
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30	31	1	
<b>JANUARY</b>	2	3	4	5	6	7	8	<i>New Year's Day: December 31 (Observed); January 1</i>
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	31	1	2	3	4	5	
<b>FEBRUARY</b>	6	7	8	9	10	11	12	<i>Lincoln's Birthday: February 18 (Observed)</i>
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
	27	28	1	2	3	4	5	
<b>MARCH</b>	6	7	8	9	10	11	12	<i>Presidents' Day: February 21</i>
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
	27	28	29	30	31	1	2	
<b>APRIL</b>	3	4	5	6	7	8	9	<i>César Chávez Day: March 31</i> <i>Spring Break: April 7-8 (Days for Cont. Ed. will be different)</i>
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
<b>MAY</b>	1	2	3	4	5	6	7	<i>Memorial Day: May 30 (Observed)</i>
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	
	29	30	31	1	2	3	4	
<b>JUNE</b>	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30			

*Board Approved: February 22, 2021*