

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

## **Board of Trustees (Regular meeting)**

**Monday, June 21, 2021**

**2323 North Broadway via Zoom**

**Santa Ana, CA 92706**

Pursuant to Governor Newsom's Executive Order N-29-20, dated March 17, 2021, members of the Board of Trustees of the Rancho Santiago Community College District, staff, and the public will participate in the June 21, 2021, meeting via a teleconference. No in-person attendance will be accommodated or permitted. To avoid exposure to COVID-19 this meeting will be held via teleconference by calling **(669) 900-6833, 560964295# (please use \*9 to raise your hand using your phone if you'd like to speak during public comments) or by using this link: <https://cccconfer.zoom.us/j/560964295>**. Additionally, you may submit your comments electronically by emailing [Gerard\\_Debra@rsccd.edu](mailto:Gerard_Debra@rsccd.edu).

Should you wish to participate in **public comments** or request to "speak" to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing [Gerard\\_Debra@rsccd.edu](mailto:Gerard_Debra@rsccd.edu). Submissions by email must be received prior to 3:00 p.m. on June 21, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF JUNE 21, 2021**. Please indicate if you are addressing a specific agenda item or are making a "Public Comment." Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at [Gerard\\_Debra@rsccd.edu](mailto:Gerard_Debra@rsccd.edu) or leave a message at 714-480-7450, on the Friday prior to the meeting so appropriate accommodations may be made.

### **District Mission**

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

### **Americans with Disabilities Acts (ADA)**

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

## **A G E N D A**

### **1.0 PROCEDURAL MATTERS**

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Administration of Oath of Allegiance to Elisabeth Neely, 2021-2022 Student Trustee

1.4 Approval of Additions or Corrections to Agenda Action

1.5 Public Comment

Should you wish to participate in public comments or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing [Gerard\\_Debra@rsccd.edu](mailto:Gerard_Debra@rsccd.edu). Submissions by email must be received prior to 3:00 p.m. on June 21, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF JUNE 21, 2021**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes.

1.6 Approval of Minutes – Regular meeting of May 24, 2021 Action

1.7 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.

1.8 Recognition of Classified Staff

1.9 Public Hearing - 2021-2022 Tentative Budget

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from Chancellor

2.2 Reports from College Presidents

- Notice to Public Regarding Accreditation Third Party Comments

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

2.5 Reports from Academic Senate Presidents

2.6 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Institutional Effectiveness Committee
- Board Legislative Committee
- Board Policy Committee
- Rancho Santiago Community College District Foundation

### 3.0 **INSTRUCTION**

- \*3.1 Approval of College and Career Access Pathways, a Dual Enrollment Partnership Agreement 2021-2026 with Santa Ana Unified School District (SAUSD) Action  
The administration recommends approval of the College and Career Access Pathways, a Dual Enrollment Partnership Agreement 2021-2026 with SAUSD located in Santa Ana, California, as presented.
- \*3.2 Approval of Joint Use Agreement between Santa Ana Unified School District and Rancho Santiago Community College District for Middle College High School (MCHS) Action  
The administration recommends approval of the Joint Use Agreement between SAUSD and RSCCD for MCHS, as presented.
- \*3.3 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 the agreement for COVID-19 testing services with Medica Testing Group, Inc. in association with Eastside Family Medical Associates, Inc., as presented.
- \*3.4 Approval of First Amendment to Educational Affiliation Agreement between Rancho Santiago Community College District and Interface Rehab, Inc. Action  
The administration recommends approval of the first amendment to the educational affiliation agreement between RSCCD and Interface Rehab, Inc. located in Placentia, California, as presented.
- \*3.5 Approval of Proposed Revisions for 2021-2022 Santiago Canyon College (SCC) Catalog Action  
The administration recommends approval of the proposed revisions for the 2021-2022 SCC catalog.
- \*3.6 Approval of 2021-2022 California/Nevada Training Trust Master Cost Agreement Action  
The administration recommends approval of the 2021-2022 California/Nevada Training Trust master cost agreement as presented.
- \*3.7 Approval of 2021-2022 JTS Services Master Cost Agreement Action  
The administration recommends approval of the 2021-2022 JTS Services master cost agreement as presented.
- \*3.8 Approval of 2021-2022 Metropolitan Water District of Southern California Master Cost Agreement Action  
The administration recommends approval of the 2021-2022 Metropolitan Water District of Southern California master cost agreement as presented.

\*Item is included on the Consent Calendar, Item 1.7.

- \*3.9 Approval of 2021-2022 Operating Engineers Training Trust JATC Master Cost Agreement Action  
The administration recommends approval of the 2021-2022 Operating Engineers Training Trust JATC Master Cost Agreement as presented.
- \*3.10 Approval of 2021-2022 Orange County Electrical Training Trust Master Cost Agreement Action  
The administration recommends approval of the 2021-2022 Orange County Electrical Training Trust master cost agreement as presented.
- \*3.11 Approval of 2021-2022 Southern California Surveyors Master Cost Agreement Action  
The administration recommends approval of the 2021-2022 Southern California Surveyors master cost agreement as presented.
- 3.12 Approval of 2021-2022 Southwest Carpenters Training Fund and Southwest Carpenter and Affiliated Trades Joint Apprenticeship and Training Committee Master Cost Agreement Action  
The administration recommends approval of the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee master cost agreement as presented.
- \*3.13 Approval of Instructional Service Agreement with Santa Ana Beauty Academy Action  
The administration recommends approval of the instructional service agreement with Santa Ana Beauty Academy as presented.
- \*3.14 Approval of Professional Services Agreement with PGINET Consulting Action  
The administration recommends approval of the professional services agreement with PGINET Consulting as presented.
- \*3.15 Approval of Professional Services Agreement with Interact Communications, Inc. Action  
The administration recommends approval of the professional services agreement with Interact Communications, Inc. as presented.
- \*3.16 Approval of Santiago Canyon College Media Campaign with Spectrum Reach Action  
The administration recommends approval of the SCC media campaign with Spectrum Reach as presented.

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

- \*4.1 Approval of Payment of Bills Action  
The administration recommends payment of bills as submitted.

- \*4.2 Approval of Budget Increases/Decreases, and Budget Transfers Action  
The administration recommends approval of budget increases/decreases, and transfers from May 11, 2021, to June 7, 2021.
- \*4.3 Adoption of Resolution No. 21-10 to Establish Agency Fund No. 89 Action  
The administration recommends adoption of Resolution No. 21-10 to establish Agency Fund No. 89.
- 4.4 Approval of 2021-2022 Tentative Budget Action  
The administration recommends approval of the 2021-2022 proposed Tentative Budget as presented.
- \*4.5 Approval of Agreement with Brailsford & Dunlavey, Inc. for Development Planning for Centennial Education Center (CEC) at Santa Ana College (SAC) Action  
The administration recommends approval of the agreement with Brailsford & Dunlavey, Inc. for professional consulting services for development planning for CEC at SAC as presented.
- \*4.6 Award of Bid #1407 Science Center for Owner Furnished Furnishings and Equipment Project at Santa Ana College Action  
The administration recommends approval of the award of Bid #1407 to Ramco General Engineering Contractors for the Science Center owner furnishings and equipment project at SAC as presented.
- \*4.7 Ratification of Award of Bid #1405 for Building D Elevator Modernization Project at Santiago Canyon College Action  
The administration recommends ratification of awarding Bid #1405 for Building D elevator modernization project at SCC as presented.
- \*4.8 Approval of Amendment to Agreement with Cannon Corporation for On-Call District-wide Land Survey Services Action  
The administration recommends approval of the amendment to the agreement with Cannon Corporation for on-call District-wide land survey services as presented.
- \*4.9 Approval of Renewal of Services with Rave Mobile Safety for Rave Alert and Addition of Rave Guardian Action  
The administration recommends approval of the renewal of services with Rave Mobile Safety for Rave Alert and the addition of Rave Guardian as presented; and authorization be given to the Interim Vice Chancellor of Business Operations/Fiscal Services to enter into the agreement for a five-year renewal period.

- \*4.10 Approval of Contract for Full Service Maintenance Program with Case Emergency Systems Action  
The administration recommends approval of the contract for a full service maintenance program with Case Emergency Systems, as presented.
- \*4.11 Acceptance and Award of Request for Proposal (RFP) #1403 for Legal Counsel for District-wide Services Action  
The administration recommends the board accept and award RFP #1403 for legal counsel for District-wide services to seven law firms and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related agreements on behalf of the District as presented.
- \*4.12 Approval of Agreement for General Counsel Services with AlvaradoSmith Action  
The administration recommends approval of authorizing the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between RSCCD and AlvaradoSmith as presented.
- \*4.13 Approval of 2021-2022 Contract Listing Action  
The administration recommends approval of the 2021-2022 contract listing as presented.
- \*4.14 Ratification of Purchase Orders Approved by Chancellor per Resolution No. 20-03 Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19) Action  
The administration recommends ratification of the purchase orders approved by the chancellor per Resolution No. 20-03 for the period January 1, 2021, through June 8, 2021.
- \*4.15 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period May 2, 2021, through May 22, 2021.
- \*4.16 Approval of Agreement with ProcureAmerica, Business Intelligence Services Action  
The administration recommends approval of the agreement with Procure-America, Business Intelligence Services, 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:
- Early Head Start (District) - *Augmentation* \$ 24,239
  - California Adult Education Program (SAC & SCC) \$3,207,811
  - Regional Director for Employer Engagement – Information & Communication Technologies (ICT)/Digital Media (District) \$ 50,000
- \*5.2 Adoption of Resolution No. 21-11 with California Department of Social Services for General Child Care and Development Programs (Contract #CCTR-1168) Action  
The administration recommends adoption of Resolution No. 21-11 with the California Department of Social Services and authorization be given to the Chancellor or his designees to sign and enter into a related contractual agreement on behalf of the district.
- \*5.3 Adoption of Resolution No. 21-12 with California Department of Education for California State Preschool Program (Contract #CSPP-1358) Action  
The administration recommends adoption of Resolution No. 21-12 with the California Department of Education and authorization be given to the Chancellor or his designees to sign and enter into a related contractual agreement on behalf of the district.
- \*5.4 Approval of Professional Services Agreement with Network Kinection Action  
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.5 Approval of Professional Services Agreement with The McNellis Corporation Action  
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.6 Approval of Professional Services Agreement with UNITE-LA Action  
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

- \*5.7 Approval of Professional Services Agreement with Cumulus Technology Services, LLC Action  
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.8 Approval of Professional Services Agreement for Managed Threat Detection Services with Tyler Technologies, Inc. Action  
The administration recommends approval of the professional services agreement and that authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.9 Approval of Professional Services Agreement with VPLS, Inc. Action  
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.10 Approval of Master Agreement Template between RSCCD and Its Three Auxiliary Foundations Action  
It is recommended that the board approve the Master Agreement template formalizing the relationships between the District and its auxiliary foundations.
- \*5.11 Approval Renewal of Contract with Townsend Public Affairs, Inc. Action  
It is recommended that the board approve the contract for consulting services with Townsend Public Affairs, Inc. as presented.
- 5.12 Approval of Board Legislative Committee Recommendations Action  
It is recommended that the board review and approve the Board Legislative Committee's recommendations on legislative bills.
- 5.13 Adoption of Board Policy Action  
It is recommended that the board adopt Board Policy 6620 Naming of District Properties and Facilities.
- 5.14 First Reading of Board Policies Information  
The following policies are presented for a first reading as an information item:
  - Board Policy 2431 Chancellor Selection
  - Board Policy 2760 Campaign Limitations
  - Board Policy 7100 Commitment to Diversity
  - Board Policy 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW)



5.15 Discussion of RSCCD's Relationship with SchoolsFirst Federal Credit Union Information

The board members plan to discuss RSCCD's relationship with SchoolsFirst Federal Credit Union as an informational item.

5.16 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
  - g. Educational Administrator Appointments
    - (1) Vice Chancellor, Business Services
    - (2) Vice Chancellor, Human Resources

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

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

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

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

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

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

3. Appeal of Student Expulsion (pursuant to Education Code 76030)  
Student #2173613
4. Public Employee Performance Evaluation (Gov. Code section 54957[b][1])
  - a. Chancellor Marvin Martinez, annual review

5. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Alistair Winter, Assistant Vice Chancellor, Human Resources  
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888 Continuing Education Faculty Association (CEFA)  
Unrepresented Management Employees

## **RECONVENE**

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

#### **Public Comment**

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## **6.0 HUMAN RESOURCES**

- 6.1 Approval of Appointment/Employment Agreement: Vice Chancellor, Business Services Action
- 6.2 Approval of Appointment/Employment Agreement: Vice Chancellor, Human Resources Action
- 6.3 Approval of 2021-2022 CEFA Permanent Hourly Salary Schedule Effective August 16, 2021 Action
- 6.4 Management/Academic Personnel Action
- Approval of 2021-2022 Administrator/Academic Supervisor Step Increases
  - Approval of 2021-2022 Management/Supervisory/Confidential Step Increases
  - Approval of Extensions of Interim Assignment
  - Approval of Interim Assignments
  - Approval of 2021-2022 CSEA 888 Contract Step Increases
  - Approval of 2021-2022 FARSCCD 175 Day/10 Month Contract Step Increases

6.4 Management/Academic Personnel (cont.)

- Approval of 2021-2022 FARSCCD 192 Day/12 Month Contract Step Increases
- Approval of 2021-2022 FARSCCD Contract Coach Stipends
- Approval of 2021-2022 FARSCCD Contract Coordinator Stipends
- Approval of 2021-2022 CSEA 888 Contract Stipends
- Approval of 2021-2022 FARSCCD Contract Extension Days
- Approval of Additional 2020-2021 Contract Extension Days
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-Paid Instructors of Record

6.5 Classified Personnel

Action

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

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

Action

The administration recommends approval of the first amendment to the professional services agreement between RSCCD and ACCT, as presented.

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

Action

The administration recommends approval of the first amendment to the professional services agreement between RSCCD and PPL, Inc., as presented.

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

Action

The administration recommends approval of amendment No. 1 to the agreement between RSCCD Health Advocate, Inc., as presented.

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

The administration recommends approval of the first amendment to the professional services agreement between RSCCD and Van Dermyden Makus Law Corporation, as presented.

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

It is recommended the Board of Trustees approve the Supplemental Retirement Plan (SRP2) through Phase II Systems Corporation dba Public Agency Retirement Services, as presented.

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

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

**Monday, May 24, 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. Zeke Hernandez, Mr. Larry Labrado, Mr. Sal Tinajero, and Mr. Mariano Cuellar participated via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Mr. John Hanna arrived at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

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

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to approve a revised page (page 7) on the agenda and remove Board Policy (BP) 5215 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Students from Item 5.5 (First Reading of Board Policies). Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Cuellar's advisory vote was aye.

1.4 Public Comment

Ms. Ms. Pam Ragland, Ms. Kristie Sepulveda-Burchit, and Ms. Tina Vaccher, spoke regarding Item 5.5 (First Reading of Board Policies) in opposition of BP 5215 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Students and BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Employees.

Mr. Hanna arrived during Ms. Ragland's public comments.

1.4 Public Comment (cont.)

Ms. Claudia Agraz, Ms. Tisha Benson, Ms. Denise Billberg, Mr. Jacob Bereskin, Ms. Kendell Blunden, Ms. Dawn Dinh, Ms. Crystal Hickerson, Ms. Kathrine Lemen, Mr. Krishna Murphy, Ms. Gayle Rogers, Ms. Donna Scutti, Ms. Carley Vaccher, Ms. Kristen White, and Ms. Irene Yezbak spoke regarding Item 5.5 (First Reading of Board Policies) in opposition of BP 5215 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Students and BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Employees.

Mr. Kelvin Leeds asked the board to also consider those students who will not attend classes unless students are required to be vaccinated.

Ms. Carrie Graham and Dr. Narges Rabii-Rakin spoke regarding Item 5.5 (First Reading of Board Policies) in support of BP 5215 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Students and BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Employees.

1.5 Approval of Minutes

It was moved by Mr. Tinajero and seconded by Dr. Arias Miller to approve the minutes of the regular meeting held May 10, 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. Crockett and seconded by Mr. Hernandez to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar. 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 Service Agreement between Rancho Santiago Community College District on behalf of Santa Ana College (SAC) and Santiago Canyon College (SCC), and Goodwill Industries of Orange County, California

The board approved the service agreement between RSCCD on behalf of SAC and SCC, and Goodwill Industries of Orange County located in Santa Ana, California, as presented.

1.6 Approval of Consent Calendar (cont.)

3.2 Approval of Service Agreement between Rancho Santiago Community College District on behalf of Santa Ana College and Santiago Canyon College and QuickCaption, Inc.

The board approved the service agreement between RSCCD on behalf of SAC and SCC, and QuickCaption, Inc., as presented.

3.3 Approval of Service Agreement between Rancho Santiago Community College District on behalf of Santa Ana College and Santiago Canyon College, and Accurate Communication Inc.

The board approved the service agreement between RSCCD on behalf of SAC and SCC, and Accurate Communication Inc. located in Los Angeles, California, as presented.

3.4 Approval of Educational Affiliation Agreement with Behavioral Learning Center, Inc.

The board approved the educational affiliation agreement with Behavioral Learning Center, Inc. located in Valencia, California, as presented.

3.5 Approval of Dual Enrollment Memorandum of Understanding (MOU) Agreement between Garden Grove Unified School District and Rancho Santiago Community College District

The board approved the dual enrollment MOU agreement between Garden Grove Unified School District and RSCCD, as presented.

3.6 Approval of Standard Inter-Agency Instructional Services Agreement with Orange County Sheriff's Department

The board approved the standard inter-agency instructional services agreement with Orange County Sheriff's Department located in Santa Ana, California, as presented.

3.7 Approval of Amendment to Original Fiscal Impact Requested for Memorandum of Understanding with California State Fire Marshal's Office, State Fire Training

The board approved the amendment to the original fiscal impact requested for the MOU with the California State Fire Marshal's Office, State Fire Training, as presented.

3.8 Approval of Amendment of Memorandum of Understanding between Consulate of Mexico in Santa Ana, California, and Rancho Santiago Community College District on behalf of Santa Ana College for Establishment of "Educational Orientation Window" Strategy

The board approved the amended amount increase in the MOU between the Consulate of Mexico in Santa Ana, California, and RSCCD on behalf of SAC for the establishment of the "Educational Orientation Window" Strategy as presented.

1.6 Approval of Consent Calendar (cont.)

3.9 Approval of Proposed Revisions for 2020–2021 Santa Ana College Catalog Addendum

The board approved the proposed revisions for the 2020–2021 SAC catalog addendum, as presented.

3.10 Approval of Proposed Revisions for the 2022-2023 Santa Ana College Catalog

The board approved the proposed revisions for the 2022–2023 SAC catalog, as presented.

3.11 Approval of Professional Service Agreement with Strategic Kids, LLC

The board approved the professional service agreement with Strategic Kids, LLC, as presented.

3.12 Approval of Memorandum of Understanding with Orange Unified School District

The board approved the MOU with Orange Unified School District for summer 2021, as presented.

3.13 Approval of Practicum Site Agreement with California Baptist University, Doctor of Psychology (PsyD) in Clinical Psychology Program

The board approved the practicum site agreement with California Baptist University, Doctor of Psychology (PsyD) in the clinical psychology program, as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

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

The board approved budget increases/decreases, transfers, and intrafund and interfund transfers from April 27, 2021, to May 10, 2021.

4.3 Approval of Public Hearing – 2021-2022 Tentative Budget

The board approved holding a public hearing on the 2021-2022 Tentative Budget at the meeting on June 21, 2021.

4.4 Approval of Amendment to Agreement with PBK Architects, Inc. for Architectural and Engineering Services for Barrier Removal for Nealley Library Restroom Remodel at Santa Ana College

The board approved the amendment to the agreement with PBK Architects, Inc. for architectural and engineering services for barrier removal for the Nealley Library restroom remodel at SAC as presented.



1.6 Approval of Consent Calendar (cont.)

4.5 Approval of Agreement with IDS Group, Inc. for Electrical Engineering Services for Building K Welding Lab Electrical Load Assessment Project at Santa Ana College

The board approved the agreement with IDS Group, Inc. for electrical engineering services for the Building K welding lab additional electrical load project at SAC as presented.

4.7 Ratification of Award of Bid #1404 for Americans with Disabilities Act (ADA) and Parking Lot Repairs Project at District Operations Center

The board ratified the award of Bid #1404 for the ADA and parking lot repairs project at the District Operations Center as presented.

4.8 Approval of Agreement with Sandy Pringle and Associates, Inc. for Project Inspection Services for Americans with Disabilities Act and Parking Lot Repairs Project at District Operations Center

The board approved the agreement with Sandy Pringle and Associates, Inc. for project inspection services for the ADA and parking lot repairs project at the District Operations Center as presented.

4.9 Approval of Agreement Amendment to Agreement with Hill's Bros. Lock & Safe, Inc. for Key Hardware Consulting Services District-wide

The board approved the amendment to the agreement with Hill's Bros. Lock & Safe, Inc. for key hardware consulting services District-wide as presented.

4.10 Approval of Amendment to Agreement with SVA Architects, Inc. for On-Call Architectural Design Services for Various Projects District-wide

The board approved the amendment to the agreement with SVA Architects, Inc. for on-call architectural design services for various projects District-wide as presented.

4.11 Approval of Foundation for California Community Colleges (FCCC) Contract 00003998 to Cranium Cafe, LLC dba ConexED

The board approved the district's participation in the FCCC Contract 00003998 to Cranium Cafe, LLC dba ConexED and any future renewals, addendums, supplements, modifications and extensions as presented.

4.12 Accepting and Awarding of Request for Proposal (RFP) #1393 for Johnson Student Center Café

The board accepted and awarded RFP #1393 for Johnson Student Center Café to FN CO Food Services, a Fresh & Natural Company, and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related agreements on behalf of the District as presented.

4.13 Approval of Purchase Orders

The board approved the purchase order listing for the period March 28, 2021, through May 1, 2021.

## 1.6 Approval of Consent Calendar (cont.)

### 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:

- CalFresh Outreach (SAC & SCC) \$ 51,268
- Child Care Access Means Parents in School (CCAMPIS- SAC & SCC) – *Augmentation Year 2* (District Office [DO]) \$ 105,610
- Child Care Access Means Parent in School (CCAMPIS- SAC & SCC) – Year 3 (DO) \$ 81,975
- Dream Resource Liaison Support (SAC & SCC) \$ 119,022
- Early Head Start – Emergency Supplemental COVID (Coronavirus Disease) (DO) \$ 42,136
- Emergency Financial Assistance to Low-Income Students (SAC & SCC) \$2,020,598
- Retention and Enrollment Outreach (SAC & SCC) \$ 403,581
- Veteran Resource Center One-Time Funding (SAC & SCC) \$ 77,917
- Veteran Resource Center Ongoing Funding (SAC & SCC) \$ 159,089
- Workforce Innovation and Opportunity Act, Title II – Adult Education and Family Literacy Act (SAC & SCC) – *Augmentation* \$ 133,898

### 5.2 Approval of First Amendment to Sub-Agreement between RSCCD and Stephen A. Wright, LLC for Statewide Director for Information Communications Technology/ Digital Media Sector Grant

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

### 5.3 Approval of Fiscal Agent Services Agreement (#C21-0010) from California Community Colleges Chancellor’s Office

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

### 5.4 Approval of Professional Services Agreement with Go To Technologies, Inc. for Information Technology (IT) Management and Transition Consulting Services

The board approved the professional services agreement with Go To Technologies, Inc. for IT management and transition consulting services as presented.

## 1.7 Presentation to 2020-2021 Student Trustee

On behalf of the board, Mr. Yarbrough presented (virtually) outgoing Student Trustee Cuellar with a plaque. Board members thanked Mr. Cuellar for his service to the students of the Rancho Santiago Community College District.

1.8 Presentation on May Revise Budget

Mr. O'Connor provided a presentation on the May Revise budget. Board members received clarification on data related to the presentation from Mr. O'Connor and Mr. Casey Elliott, Townsend Public Affairs.

1.9 Presentation on Return to Workplace

Mr. Alistair Winter provided a presentation on Return to the Workplace. Board members received clarification on data related to the presentation from Mr. Winter and Mr. Perez.

Mr. Yarbrough left the meeting and Dr. Arias Miller chaired the meeting during the discussion of Item 1.9 (Presentation on Return to Workplace).

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

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

Mr. Yarbrough returned to the meeting during the Chancellor's report.

2.2 Reports from College Presidents

Dr. Marilyn Flores, Interim President, Santa Ana College, provided a report to the board.

Mr. Yarbrough recognized Ms. Elisabeth Neely as the newly-elected 2022-2022 student trustee. Ms. Neely thanked the board for a warm welcome.

2.2 Reports from College Presidents (cont.)

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

2.3 Report from Student Trustee

Mr. Cuellar provided a report to the board.

2.4 Reports from Student Presidents

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

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

2.5 Report from Classified Representative

Ms. Roxzel Soto Tellez, Administrative Secretary, Santiago Canyon College, 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

Dr. Arias Miller provided a report on the May 13, 2021, Board Institutional Effectiveness Committee meeting.

Mr. Hanna provided a report on the May 17, 2021, Board Facilities Committee meeting.

**3.0 INSTRUCTION**

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

**4.0 BUSINESS OPERATIONS/FISCAL SERVICES**

Items 4.1, 4.2, 4.3, 4.4, 4.5, and 4.7 through 4.13 were approved as part of Item 1.6 (Consent Calendar).

4.6 Adoption of Resolution No. 21-09 for Authorization to Procure Orange Education Center (OEC) Site Remediation Services by Negotiated Contract and Finding of Project Substantial Complexity

It was moved by Mr. Hernandez and seconded by Mr. Labrado to adopt Resolution No. 21-09 for authorization to procure OEC site remediation services by negotiated contract and finding of project substantial complexity. 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 First Reading of Board Policies

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

- BP 6620 Naming district Properties and Facilities
- BP 7132 Management Medical/Dental Insurance Benefits
- BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) - Employees

## 5.6 Board Member Comments

Dr. Arias Miller reported that she plans to attend the virtual SCC Faculty/Staff Service Award Ceremony on May 26, 2021, and she and Mr. Hernandez plan to attend the Association of Community College Trustees (ACCT) virtual parliamentary procedures workshop on June 3, 2021. In addition, she reported that she attended the SAC Annual Scholarship Awards Ceremony on May 20, 2021, and congratulated all the students who received scholarships.

Mr. Crockett and Mr. Yarbrough expressed appreciation for the comments and dialogue from board members regarding those that have differing opinions on the implementation of mandatory vaccines. Mr. Tinajero indicated that he plans to research the scientific data regarding the vaccines (and encouraged others to do so also) and be better prepared to address any issues that may arise at the next meeting since the board plans to take action on BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Employees at that meeting.

Mr. Hanna congratulated SAC on the hiring of its new football coach, Mr. Anthony White.

Mr. Hanna stated that, for the first time since being a member of the board, he is unable to attend the commencement ceremony for SCC since graduation is so late this year and he had already made plans for June 14, 2021.

Mr. Hernandez reported that he attended the SAC Civic Engagement Committee and California Citizens Redistricting Commission event to learn more about the redistricting process on May 14, 2021; the SAC Foundation Ed Arnold Golf Classic Tournament on May 17, 2021; SAC Awards for Excellence virtual event on May 19, 2021; the SAC Foundation Annual Scholarship Awards virtual ceremony on May 20, 2021; and a recent virtual SAC student recital.

Mr. Hernandez thanked the students in the construction trades at the Remington School campus who recently asked him to say a few words at their 10-week course completion ceremony.

Mr. Hernandez reported that he attended the Board of Governors meeting on May 24 where a Diversity, Equity and Inclusion (DEI) item was discussed. He asked that board members consider having a DEI item on a future agenda or holding a retreat regarding DEI. He also mentioned that the State Chancellor's Office has a sample resolution in support of DEI.

## **RECESS TO CLOSED SESSION**

The board convened into closed session at 8:53 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Management Staff
  - d. Classified Staff
  - e. Student Workers
  - f. Professional Experts
  - g. Educational and Classified Administrator Appointments
    - (1) Interim Public Information Officer
    - (2) Interim District Administrator for Institutional Equity, Compliance & Title IX
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

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

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

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

Agency Negotiator: Alistair Winter, Assistant Vice Chancellor, Human Resources  
Employee Organizations: Faculty Association of Rancho Santiago Community College District (FARSCCD)  
California School Employees Association (CSEA), Chapter 579  
California School Employees Association, Chapter 888  
Continuing Education Faculty Association (CEFA)  
Unrepresented Management Employees
4. Public Employee Performance Evaluation (Gov. Code section 54957[b][1])
  - a. Chancellor Marvin Martinez, annual review

Mr. Cuellar left the meeting at this time.

## **RECONVENE**

The board reconvened at 10:12 p.m.

Mr. Hanna and Mr. Tinajero did not rejoin the public meeting.

Mr. Yarbrough asked that the public comments received via email be attached to the minutes.

## **Closed Session Report**

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

### Public Comment

There were no public comments.

## **6.0 HUMAN RESOURCES**

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

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

- Approve Revised Job Descriptions
- Approve Adjusted Position Designations
- Approve Interim Appointments/Assignments
- Approve Extensions of Interim Assignment
- Ratify Resignations/Retirements
- Approve Adjusted Effective Dates of Resignation/Retirement
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-Paid Instructors of Record
- Approve Non-Paid Internships and Agreements

### **6.2 Classified Personnel**

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

- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Position
- Approve Changes in Position/Location
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Short Term Assignments
- Approve Additional Hours for Ongoing Assignment
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Approval of RSCCD Equal Employment Opportunity Plan 2021-2024

It was moved by Mr. Hernandez and seconded by Mr. Labrado to approve the RSCCD Equal Employment Opportunity Plan 2021-2024 and authorization for its transmission to the State Chancellor's Office. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.4 Approval of RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form for Fiscal Year 2020-2021

It was moved by Mr. Crockett and seconded by Mr. Hernandez to approve the RSCCD Equal Employment Opportunity Fund Multiple Method Allocation Model Certification Form for Fiscal Year 2020-2021 and authorization for its transmission to the State Chancellor's Office. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.5 Approval of Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and Rancho Santiago Community College District Continuing Education Faculty Association (CEFA)

It was moved by Mr. Crockett and seconded by Mr. Hernandez to approve the collective bargaining agreement between RSCCD and the RSCCD CEFA for the period of July 1, 2021, through June 30, 2024. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

6.6 Approval of Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and CSEA Chapter 888 (Child Development Teachers)

It was moved by Mr. Crockett and seconded by Mr. Hernandez to approve the collective bargaining agreement between RSCCD and CSEA Chapter 888 for the period of July 1, 2018 through June 30, 2021. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough.

**7.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on June 21, 2021.



There being no further business, Mr. Yarbrough declared the meeting adjourned at 10:18 p.m.

Respectfully submitted,

\_\_\_\_\_  
Marvin Martinez, Chancellor

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

Minutes approved: June 21, 2021

## **PUBLIC COMMENTS RECEIVED VIA EMAIL**

**From:** Pam Ragland  
**Sent:** Wednesday, May 19, 2021 12:45 AM  
**To:** # Board of Trustees  
**Subject:** 5/24 Mandatory Vaccine Policy Feedback (OBJECT)

To whom it may concern –

I attended the SCC Senator meeting today regarding the proposed mandatory vaccine policy. Not only do I help special needs students, but my daughter attends SCC and both my kids will next year. That is, unless you adopt this policy. If you do, they will not. As parents we deserve to know right away, especially because many parents will be sending their kids out of state and we need to plan for it. I object to your policy. I imagine if you try to do this, not only will the lawsuits fly but your enrollment will reflect it.

This policy seems to be based on fear, and misinformation about the following:

- Asymptomatic spread – no proof (in fact, my daughter went to her high school last year with Covid and a fever and we had no idea right as the knowledge of Covid was coming out – and not a soul got sick!!)
- There are no treatments available – there are multiple treatments available should anyone get sick
- The vaccines are “safe and effective” – this is completely false

My concerns:

- **This cannot be mandated or coerced or even “encouraged”, and to do so violates CA law** (Health and Safety Codes, CIV 51), Federal laws, and the Nuremberg Code as it is still a mandatory procedure.
- **This is not technically a vaccine, it’s an experimental DNA modification procedure.** I make this point as we cannot treat this like a “flu shot” (which is also not benign but nothing like this.)
- **It has recently come to my attention chemicals in masks are on the Prop 65 list in CA as causing cancer, sterility, developmental disabilities and birth defects.** This substantiates the fact these “mandates” are all an EXPERIMENT. It is concerning a year later it was ME who discovered this -- not a health official. This goes to the very from the hip nature of treating medical decisions as political ones and this should simply not happen. Government is really not appropriately qualified to make important health decisions for the public, and there are huge questions as to who has liability for these dangerous and unsafe decisions.
- **Transmission to others is happening from the vaccines.** This is not a guess, the Pfizer trial documentation actually informs trial participants the vaccine can transmit by bodily fluids, breath, and touch. [PP 67-68, FDA website] These transmissions also seem to be different “strains”, so conceivably a person vaccinated by Pfizer could still be infected by the Moderna strain. (I have actually seen this happen.) Are you taking liability for other people getting Covid by mandating vaccines which transmit to unvaccinated people, who may not be able to get the “vaccine” or may not choose to for religious reasons? Are you taking liability for the miscarriages and other menstrual issues being reported to non-vaccinated individuals?
- **There are multiple reports (hundreds) of “Breakthrough cases” from the vaccine i.e. Covid positive patients.** This is so prevalent the CDC on 5/14 decided not to continue counting them unless people are hospitalized, which seems curious since “cases” of asymptomatic has replace “deaths”, and the point of the vaccine is supposed to be to keep people from getting Covid. Are you willing to take liability for people getting sick as a result of trying to comply with your

policy? Here is one such article. [https://m.theepochtimes.com/at-least-9245-americans-tested-positive-for-covid-19-after-vaccination-132-dead\\_3798410.html](https://m.theepochtimes.com/at-least-9245-americans-tested-positive-for-covid-19-after-vaccination-132-dead_3798410.html)

- **What about vaccine injured children who can't take these?** Both my kids have vaccine injuries, both discovered at age 14. Due to the ridiculous “medical exemption” laws neither could get a medical exemption – even though my son could literally die from this vaccine. Clearly, we do not wish to repeat these issues. Will my children and others like them be discriminated against? (I also want to take offense to SCC Senator Yanina calling me an “anti-vaxxer” by expressing this concern – since to point out the obvious for my kids to have vaccine injuries discovered at age 14, they are both vaccinated so this is uber irritating and illogical.)
- **The most recent data is showing 27% injury to pregnant women** (just reported yesterday) 14% miscarry, 13% have pre-term or too small babies.
- **What about people who react to the first dose and cant' take the second?** For example, my neighbor went into heart failure after the first dose of Pfizer. Clearly, he nor anyone else in that boat should take another dose. The youngest person dying from Pfizer is age 2. There are documented 15, 16, and 17 year old's dying – the 15 year old also died from Pfizer. Will these people be refused an education and discriminated against?
- **There are 0% deaths from 0-17 in CA why is this even needed?** This data is from the report “Children and Covid-19: State Data Report” by the American Academy of Pediatrics and the Children's Hospital Association.
- **Has anyone looked at the high deaths of these vaccines?** They appear to be the most deadly vaccine ever created. When the H1N1 vaccine had 53 deaths, the program was stopped. As-of today, there are **4,057 deaths reported**. This is at an estimated 1% of actual reports per Harvard, so likely 405,700 actual deaths. Even more concerning – they are **THREE MONTHS BEHIND LESS THAN 5 MONTHS OF REPORTING**. So--this is for 2 months of these vaccines. In contrast, even at 1% this is more than the last 20 years of all other vaccines combined. Are you taking responsibility if someone staff or student dies? <https://www.openvaers.com/openvaers>
- **Has anyone looked at the high adverse event rates?** Again, higher than any other vaccine product. **As-of today there are 192,954 adverse events reported with 90,249 in the up to age 50 range**, and this is at the estimated 1% of actual reports. **This means there could be 19.3M adverse events!!** Are you taking liability? Because you are going to have it by forcing these products... It is hard to imagine they are pushing for approval with these horrendous injury and death numbers.
- **What about fertility issues being reported all over?** These are being reported in people who simply stand by someone who has had the vaccine, including miscarriages. The youngest is a 5 month old baby having a period!! Are you taking responsibility for these? Because you will have liability if you try to force these unsafe products on students or employees.
- HIPPA – it is not legal to request or keep all this medical record data it's private.

Some good questions raised by your staff:

- What if only one of the vaccines is approved but students had the other?
- What if they had one but have to wait a month for another?
- What if they won't take it for medical or religious reasons and are in with other students?
- Is this only for approved vaccines? (Most seemed to believe it should be.)
- What if people have natural immunity because they had Covid?
- Who will ensure “compliance” and how?
- Who will track these records and does that violate the law? [Yes it does]
- Are teachers expected to determine compliance?
- What about students already registered before the policy is implemented?

- What about students who change classes (i.e. virtual to in person)
- What about the fact they are now saying the vaccine is only good for 6 mos.?
- The highest risk group seems to be 18-48 which is 50% of the student population and 45% of employee population. Since that is the single highest risk group does this policy make sense?
- Many of the staff expressed concern this is political vs. based on science
- Will students for virtual classes be expected to have the vaccine?
- One teacher said she feared for her life every time a student was diagnosed with Covid. (This seems crazy to me, but I'm sure she's not the only one. Why not make treatments like Hydroxychloroquine +zinc +D available as prevention?)
- One teacher suggested slowing this down, and perhaps only voluntary teachers and students come back in person. This seems like a much saner approach.

There is no question, you cannot mandate these deadly, dangerous experimental procedures right now. I assure you if you try it, my kids and the students I support will leave the state for school. But worse, you are opening yourselves up to substantial liability. Not to mention, civil rights violations.

Thank you for your consideration.

Warmly,  
Pam

[Pam Ragland, Aiming Higher – AAAP Advocates \(Assoc. of Autistic, ADHD, & other special needs Parents\)](#)

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**From:** Tísha Benson  
**Sent:** Thursday, May 20, 2021 4:46 PM  
**To:** Gerard, Debra  
**Subject:** [EXTERNAL] Oppose Mandatory Vaccination

Dear Honorable Board Members,

I am strongly opposed to the experimental gene therapy which has not been approved by the FDA. I understand BP 5215 and BP 7325 are being heard as a first reading with no action at this time. I urge you to oppose mandatory vaccines for students and employees of the Rancho Santiago Community College District.

THANK YOU!!!

Tísha Benson

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From: Gayle Rogers  
Sent: Thursday, May 20, 2021 8:33 PM  
To: Gerard, Debra  
Subject: COMMENTS FOR THE MEETING OF MAY 24, 2021

Dear Honorable Board Members,

I understand that BP 5215 and BP 7325 are being heard as a first reading with no action at this time. I urge you to oppose mandatory vaccines for students and employees in the Rancho Santiago Community College District.

Vaccines should be a personal choice not a mandated requirement. You must consider that not everyone is able to get vaccines because they have underlying health issues which would make getting a vaccine dangerous for them. Others may not want vaccines for religious or other personal reasons.

The United States constitution upholds the God given rights and freedoms of individuals, and no schools board has the right to take those rights and freedoms away.

Is the board willing to take responsibility for the adverse effects, including possible death, the vaccine may have on students and employees?

I urge you to consider the moral and legal consequences of mandating vaccines for students and employees and oppose both BP 5215 and BP 7325.

Thank you for your consideration.

Gayle Rogers

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**From:** Sharon Gullikson  
**Sent:** Friday, May 21, 2021 1:13 PM  
**To:** # Board of Trustees  
**Subject:** I am AGAINST mandating COVID "vaccine" for college entry/continuing

I am 100% against you trying to force students to take an injection in order to attend classes. You have no right to do this, just as you have no right to force someone to have an abortion, cut off their leg, or receive a lobotomy. We get to choose what to do with our own bodies, and a school trying to coerce students to accept a mixture of chemicals is WRONG.

We will be fighting this.

Sharon Gullikson

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**From:** Lela Thorne  
**Sent:** Friday, May 21, 2021 4:55 PM  
**To:** Gerard, Debra  
**Subject:** COMMENTS FOR THE MEETING OF MAY 24, 2021

Re: Board Policy (BP) 5215 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus  
2) Vaccination Program (NEW) - Students

To Whom It May Concern,  
I would like to ask the board not to require mandatory vaccination to attend or teach at the colleges.

Many people have valid concerns about putting any sort of vaccine into their bodies. We have the right to decide what goes into our bodies and we also have the right to be able to attend a community college if we choose not to be vaccinated. Please consider our request.

Thank you,  
Lela Thorne

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**From:** Leslie Edlington  
**Sent:** Saturday, May 22, 2021 11:59 PM  
**To:** Gerard, Debra  
**Subject:** Comments for the meeting of May 24,2021

To whom it may concern,  
My name is Leslie Edlington, I am a Registered Nurse and a resident of Irvine, Orange County.  
I urge you to oppose the mandatory vaccine. That is violation of human rights and against HIPPA law.  
It's definitely unconstitutional to coerce individual.  
Thank you for hearing us, we the people.

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**From:** Holly Lauterborn  
**Sent:** Sunday, May 23, 2021 10:20 PM  
**To:** Gerard, Debra  
**Subject:** Comments for the meeting of May 24, 2021 Agenda item 5.5

Dear Board,

Higher education is a priority for many students. Having that right to education blocked by mandating a vaccine is unethical.

mRNA vaccines never previously came to market because after being studied for several years they have caused cancer, autoimmune, and neurological problems That is why they have been around since the 1990s but never used. The cost -risk benefit for a college age group with almost no Covid death risk is to make a vaccine with has the potential of devastating side effects.

Physicians agree:

<https://aapsonline.org/open-letter-from-physicians-to-universities-reverse-covid-vaccine-mandates/>

Did you know the trials were vaccines were not studied on animals? Previous 2012 SARS coronavirus MRNA studied the vaccine on mice and it showed harm for long term lung function, "Clinical trials with SARS coronavirus vaccines have been conducted and reported to induce antibody responses and to be "safe" [29,30]. However, the evidence for safety is for a short period of observation. The concern arising from the present report is for an immunopathologic reaction occurring among vaccinated individuals on exposure to infectious SARS-CoV, the basis for developing a vaccine for SARS. Additional safety concerns relate to effectiveness and safety against antigenic variants of SARS-CoV and for safety of vaccinated persons exposed to other coronaviruses, particularly those of the type 2 group."

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3335060/pdf/pone.0035421.pdf>

With a 70% of elderly Americans vaccinated (New York Times) and out of the 332,333,385 million Americans ([census.gov](https://www.census.gov)) and the 123,917,385 Americans that have had at least one dose (69 million have had two), AND the 200,000,000 Americans who have had Covid and recovered we have already reached herd immunity. It is not the responsibility of community colleges to mandate a health requirement for something that no longer poses a problem.

The Wall Street Journal on Saturday, May 15, 2021 (Variant Test UK is Plan to Lift Lockdown ) article explained that the new variance in the UK are NOT as deadly as the original variant, "In a risk assessment prepared for the government ministers... Health official said there was no evidence that B.1617.2...Causes more severe disease and older variants..." Hospitalizations are down in the UK even with these new variants.

A vaccine has proved unnecessary as updates on isolated communities such as Hasidic Jews have shown that they have had herd immunity without getting a vaccine and no new outbreaks since last year. <http://www.jewishledger.com/2020/07/covid19-do-brooklyns-hasidic-jews-have-herd-immunity/>

In addition, The Covid vaccine does not prevent Covid in the paperwork From Moderna it clearly states that it just lessens symptoms and this is true as we just saw the eight Yankees players just came down with Covid and they were isolated after being vaccinated. In addition it's more important to have somebody naturally have Covid and RECOVERED because that is the only method of retrieving antibodies to use in plasma for sick patients in the hospital. They DO NOT ask for plasma from people who've been vaccinated.

Quite honestly, why should a college community mandate a vaccine when half the CDC has not been vaccinated. They clearly do not think that this is necessary.

<https://www.c-span.org/video/?c4963284/user-clip-fauci-admits-50-60-cdc-nih-employees-vaccinated>

On a personal note I have a friend who is an OB for a large Orange County hospital. He has never seen so many still births, miscarriages, and late term bleeding from women who got the vaccine. When any vaccine is FDA approved then it must adhere to the same medical standards as others and investigated if it's over 50 deaths. Right now the deaths associated on the Covid Vaccine is over 4000. The CDC must investigate but it will take months.

Please let the CDC study this in a complete cycle of trials as they would any normal vaccine. Don't let the long term health effects of a young generation be on your hands.

Sincerely,  
Holly Lauterborn

**From:** Kim Paul  
**Sent:** Monday, May 24, 2021 7:51 AM  
**To:** Gerard, Debra  
**Subject:** Comments for the Meeting of May 24

Good Morning,

Please find attached comments for agenda item 5.5 and confirm via email that they have been received and will be read during the meeting.  
Thank you in advance and have a great day

Kim Paul

Rancho Santiago Community College Board,

My name is Kim Paul, I live in Atascadero, I heard that you are considering requiring the experimental Covid vaccine for students to go to Community College. It is completely unacceptable to require anything that is experimental, especially a vaccine. Everyone has the right to choose freely regarding the experimental vaccine without fear of being denied an education or receiving goods and services in their community.

Community Colleges serve local students who may not otherwise be able to afford College, mandating the vaccine would effectively shut the door to many students or cause students who have no other options to get an experimental vaccine they don't truly want. Why would you want to put students in that horrifying position? You have a responsibility to provide education to students, not to force them into situations that could be unsafe for their health.

There are affordable medications that can be taken if an individual becomes sick with Covid. Ivermectin and Hydroxychloroquine to name a couple, both of these medications have been around for decades and have been proven effective against Covid. Why would you mandate an experimental vaccine when there are effective alternative medications? Big pharm is making and will continue to make billions of dollars off the experimental Covid vaccines. Mandatory vaccines would bring in billions more dollars for Big Pharma. I believe this is about big pharma making tons of money, not keeping people safe. That is the only logical explanation.

The experimental vaccines are causing injuries and death in individuals at alarming rates. Blood clots, heart attacks, strokes and irregularities in women's menstrual cycle to name a few. None of this is acceptable as reactions to a vaccine. What kind of America do we live in where mandatory experimental vaccines are even being considered against a virus with a greater than 99% recovery rate in the general population? Talking heads like to say that deaths from Covid aren't acceptable but it looks like deaths and injury from the experimental Covid vaccine don't seem to bother anyone, I have a huge problem with that and so do millions of other Americans. Do what is right and DO NOT mandate the experimental Covid vaccine for CC students. Thank you for your consideration.

Kim Paul

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**From:** Hannah Carbajal  
**Sent:** Monday, May 24, 2021 10:38 AM  
**To:** Gerard, Debra  
**Subject:** Comments for the Meeting of May 24, 2021

Dear Board Members,

I am writing with concern over the requirement for mandatory vaccination for RSCCD faculty and students. I myself have received my second dose of the Pfizer vaccine and believe in the importance of protecting one another from the very real dangers of COVID-19. However, there are people whom I care about who believe strongly that the vaccine is harmful to them. While I do not agree with them, I disagree with requiring them to take a vaccine that they don't believe in. I think it is discriminatory to ask an employee or student to violate their belief in order to keep their job or pursue their education. For this reason I would ask that you please make exemptions available for those employees and students who reject this form of medical treatment.

Many thanks for your consideration,  
Hannah Carbajal

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**From:** Kathleen Finn-Miller  
**Sent:** Monday, May 24, 2021 9:32 AM  
**To:** # Board of Trustees; Gerard, Debra  
**Subject:** COMMENTS FOR THE MEETING OF MAY 24, 2021

**COMMENTS FOR THE MEETING OF MAY 24, 2021**  
**Agenda Item 5.5**

Dear RSCCD Board of Trustees,

*California Health Coalition Advocacy* has been overwhelmed by a high volume of outreach to us from concerned parents, students and employees who oppose any California Community College District's proposal of required COVID-19 vaccination for students or employees.

Students and employees should be free to make their own decisions regarding medical interventions in consultation with their medical practitioners and without coercion. A COVID-19 vaccine requirement would violate basic human rights, including the right to bodily autonomy, and would create discrimination based on vaccination status. **For community college students, a COVID-19 vaccine requirement might preclude them from enrolling, further contributing to declining community college enrollment in California.**

*California Health Coalition Advocacy* strongly urges you to abandon any policy that would require a COVID-19 vaccine. **Enforcement of a COVID-19 vaccine requirement would go against the vision and mission of California Community Colleges and would lead to inequity through the creation of two classes of students and employees: vaccinated versus unvaccinated.** Unvaccinated students and employees, who have medical or religious reasons for not getting the COVID-19 vaccine, would stand out, as

they might be required to submit to accommodations suggested in the “Mandated COVID-19 Vaccinations in California Community Colleges” advisory: “for individuals claiming an exemption, the district will need to provide an individualized interactive process to identify appropriate accommodations, which may involve adjustments to job duties, remote work or learning, isolation of individuals in campus locations, ventilation, limiting interactions, mask requirements, social distancing, testing, symptom reporting, and contact tracing.”

Thank you for taking into consideration the inequity that would result if RSCCD were to adopt a COVID-19 vaccine requirement.

Sincerely,

Kathleen Finn-Miller  
*California Health Coalition Advocacy Co-founder*

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**From:** Educate Advocate  
**Sent:** Monday, May 24, 2021 12:05 PM  
**To:** Gerard, Debra; # Board of Trustees  
**Subject:** RE: Written Comments for Meeting May 24, 2021 Agenda Item 5.5 Students and Staff

Please see the attached written public comments

Thank you

Sincerely

Kristie Sepulveda-Burchit  
Educate. Advocate.  
PO Box 1011  
Guasti, CA 91743

May 24, 2021  
RSCCD Board of Trustees Rancho Santiago Community College District  
2323 N. Broadway  
Santa Ana, CA 92706-1640

Email Board of Trustees and Debra Gerard  
RE: Written Comments for Meeting May 24, 2021 Agenda Item 5.5 Students and Staff

Educate. Advocate. is a statewide grassroots nonprofit organization that serves families who have children with disabilities and special needs. We are writing today to address item 5.5 First Reading of both Board Policy (BP) 5215 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Students and BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Employees

The policy for students (262) states in part: “Program participation should be mandatory, however, participation in the program is subject to limited exceptions, exemptions, and accommodations, which include approved medical exemptions, disabilities, and/or religious or personal accommodations. In

addition, RSCCD students under the age of sixteen (16) years old are exempt from this program. Any students of RSCCD who are not vaccinated and require in-person access to RSCCD's facilities and programs may be required to participate in additional non-pharmaceutical safety and intervention practices as directed by the Chancellor to mitigate risk to COVID-19 within the RSCCD community."

The policy for employees (page 268) states in part: "Program participation should be mandatory, however, participation in the program is subject to limited exceptions, exemptions, and accommodations, which include approved medical exemptions, disabilities, and/or religious or personal accommodations. Any faculty, academic appointees, staff and other employees of RSCCD who are not vaccinated and require in-person access to RSCCD's facilities and programs may be required to participate in additional non-pharmaceutical safety and intervention practices as directed by the Chancellor to mitigate risk to COVID-19 within the RSCCD community."

The California Community Colleges sent out an advisory on May 7, 2021 titled 2021-01 Advisory - Mandated COVID-19 Vaccinations in California community colleges. On page 7 of the advisory it states "Among the exemption-related issues college districts will need to consider, are the following:" and one of the items states: "for individuals claiming an exemption, the district will need to provide an individualized interactive process to identify appropriate accommodations, which may involve adjustments to job duties,

remote work or learning, isolation of individuals in campus locations, ventilation, limiting interactions, mask requirements, social distancing, testing, symptom reporting, and contract tracing;..."

[https://go.boarddocs.com/ca/sbcc/Board.nsf/files/C2VPER6411F1/\\$file/CCCCO%202021-01%20Advisory-1.pdf](https://go.boarddocs.com/ca/sbcc/Board.nsf/files/C2VPER6411F1/$file/CCCCO%202021-01%20Advisory-1.pdf)

Imposing these kinds of draconian actions for those students and staff with exemptions is unprecedented. We have never asked those with an exemption for instance to the measles vaccine to wear masks or isolate or to test, social distance and to do contact tracing on them. In fact the community college system in California has never had vaccine requirements period!

It is immoral unethical and discriminatory to segregate and isolate students and staff. This goes against everything our country, our state, our communities were build on. This is a violation of the Americans with Disabilities Act. You are setting up a scenario where those with exemptions that have health or medical conditions, religious beliefs, personal beliefs and disabilities and unvaccinated for the covid vaccine are treated as second class citizens branded with a scarlet letter (face covering) to stand out among all others. By the way, no mention of those who have actually already had covid and recovered and have antibodies, t cells or b cells for their natural immunity.

We request that you stay in line with the mission and goals of RSCCD which state that "RSCCD will support innovations and initiatives that result in quantifiable improvement in student access..."

<https://www.rsccd.edu/Trustees/Pages/Mission-Goals.aspx>

Allow students and staff unfettered access to your campus and do not discriminate against either or create a system in where they are viewed as second class citizens; forced to be isolated and segregated and branded with a mark of a face covering that singles them out as having an exemption.

We request that you strike from your policy this:

~~Any students of RSCCD who are not vaccinated and require in-person access to RSCCD's facilities and programs may be required to participate in additional non-pharmaceutical safety and intervention practices as directed by the Chancellor to mitigate risk to COVID-19 within the RSCCD community. (for students)~~

and

~~Any faculty, academic appointees, staff and other employees of RSCCD who are not vaccinated and require in-person access to RSCCD's facilities and programs may be required to participate in additional non-pharmaceutical safety and intervention practices as directed by the Chancellor to mitigate risk to COVID-19 within the RSCCD community. (for staff)~~

Thank you for your time and attention.

Sincerely,

Kristie Sepulveda-Burchit  
Executive Director,  
Educate. Advocate.

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**From:** Sara Semmes  
**Sent:** Monday, May 24, 2021 12:27 PM  
**To:** Gerard, Debra  
**Subject:** COMMENTS FOR THE MEETING OF MAY 24, 2021. Agenda Item 5.5

I urge you to keep the COVID Vaccine optional for students and staff. Every person has the right to informed consent and bodily autonomy. To coerce a person into submitting to a medical procedure in order to gain access to education is the definitive opposite of consent. A presumption of bodily autonomy and the right to refuse medical care is well established by rulings of our Supreme Court. Two pertinent examples:

- First, in 1982, the U.S. Supreme Court tersely traced the history of the right to refuse medical treatment: Under the common law of torts, the right to refuse any medical treatment emerged from the doctrines of trespass and battery [Superintendent of Belchertown State School v. Saikewicz](#).
- Second, [Matter of Farrell](#) in 1987 finds that "Generally, a competent informed patient's interest in freedom from nonconsensual invasion of her bodily integrity would outweigh any state interest."

Sincerely,  
Sara Semmes  
San Luis Obispo County

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**From:** Nicole Dorfman  
**Sent:** Monday, May 24, 2021 12:36 PM  
**To:** Gerard, Debra  
**Subject:** COMMENTS FOR THE MEETING OF MAY 24, 2021. Agenda Item 5.5

Dear Board Members,

I am writing to urge you to oppose any attempt to mandate covid-19 vaccination at Rancho Santiago Community College. With zero long-term safety studies and a student population that is not high-risk, mandatory vaccination may very well create more health problems than it solves. Evidence is demonstrating that Covid-19 vaccination is, in fact, very risky. More adverse effects have been reported

from Jan-April 2021 due to Covid-19 vaccination than from ALL vaccines combined for the WHOLE HISTORY of the recording system.

Keep in mind that should any person be harmed or killed by these brand-new pharmaceutical products, you will be culpable and complicit.

Thank you for walking the road of caution and not mandating this vaccine.  
All the best,  
Nicole Dorfman

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**From:** Lana Zimprich  
**Sent:** Monday, May 24, 2021 1:09 PM  
**To:** Gerard, Debra  
**Subject:** Comment - Board Policy (BP) 5215 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) - Students & Employees

Ms. Gerard,

I will keep this as concise as I can for a multi-layered, multi-faceted issue of profound impact and importance.

I am appalled that the Board would consider mandating anything which is not approved (this SARS-CoV-2 "vaccine" is **authorized for emergency use only**) and for an illness with a **survivability of 99.8%** globally and 99.97% under age 70. Under age 20 it is 99.997% - 'statistical zero'.

**Where there is risk there must be choice**, and every medical intervention - from an aspirin to an injection, whether over the counter or prescription - carries potential risks. Medicine is not, never has been, and never will be one-size-fits all.

There are **therapeutics** available, as well as proactive/preventative measures which can be taken (interesting that these are quite literally never discussed).

Mandating a "vaccine" is draconian overreach regardless, but under the current conditions, it's criminal.

Please go here and scroll down to review supporting documentation: <https://www.americasfrontlinedoctors.org/legal/tro>

### TRO

53 Health Impact News 2021 Canadian Doctor Defies Gag Order and Tells the Public How the Moderna COVID Injections Killed and Permanently Disabled Indigenous People in ...  
[www.americasfrontlinedoctors.org](http://www.americasfrontlinedoctors.org)

Thank you for your time and consideration,

Lana M. Zimprich

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From: Lee Salkowitz  
Sent: Monday, May 24, 2021 1:11 PM  
To: Gerard, Debra  
Subject: Public comment for 5/24 board meeting

Dear Esteemed Board,

My name is Lee Ann Salkowitz and I am a high school teacher here in Santa Ana.

I strongly oppose the board's proposed resolution to mandate the covid vaccine for staff and students.

This vaccine is still under the emergency use authorization and should not be mandated at this time.

Although the resolution states that exemptions will be allowed, many will not look that far into it and just go along with your request. Potentially having adverse reactions and death that could have been prevented by you. The board does not have the right to mandate experimental medicine on their staff and students.

I am asking you to not move forward with this resolution. And if this conversation needs to be continued, then at least wait until the clinical trials are completed in 2022 / 2023.

Thank you,

Lee Ann Salkowitz

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**From:** Vanessa Schultz  
**Sent:** Monday, May 24, 2021 1:16 PM  
**To:** Gerard, Debra; # Board of Trustees  
**Subject:** [EXTERNAL] Comments for the meeting May 24 Agenda item 5.5

Dear RSCCD Board of Trustees,

As a mother to two children who hope to use community college during their high school careers, I urge you to not require the Covid 19 vaccine. No long term studies have been completed, and the vaccine remains in emergency use status.

Please do not require faculty or students to choose bodily autonomy or their jobs or education.

Vanessa Schultz  
Orange, CA

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From: anjeanelandresse  
Sent: Monday, May 24, 2021 3:02 PM  
To: Gerard, Debra  
Subject: [EXTERNAL] COMMENTS FOR THE MEETING OF MAY 24, 2021

FOR AGENDA 5.5

Hello,

I wish it to be known that I strongly oppose any sort of vaccine mandate! Individuals come to this collage for education. How is it then that you are forcing a life changing decision on them and not allowing them to

educate and decide for themselves? Everybody is an individual. Everybody tolerates different things. Education is the process of facilitating learning, or the acquisition of knowledge, skills, values, morals, beliefs, and habits. So are you facilitating education on the Covid Vaccine or are you being a Nazi dictator about it? I'm also wondering how you can force people to take a vaccine that is not legally a vaccine? It does not match the definition of a vaccine and it does NOT stop one from contracting Covid 19! So then what is the point of taking it?

Finally, the notion of an individual being able to opt out of something "mandatory" only excludes them and certainly puts their name on a "black list".

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**From:** Kathrine Lemen  
**Sent:** Monday, May 24, 2021 2:58 PM  
**To:** Gerard, Debra  
**Subject:** COMMENTS FOR THE MEETING OF MAY 24, 2021: Agenda Item 5.5

As a community member, a continuing ed teacher at the college, and a parent, I am highly disturbed and saddened that a mandatory vaccine proposal is even being considered for our community!! I find it highly concerning that despite the fact that humanity has existed for hundreds of thousands of years, in 2021 every person must be injected with a pharmaceutical product in order to participate in public life?! There is something wrong with this picture. Our bodies are capable & intelligent and can overcome a multitude of threats, as we have for hundreds of thousands of years, and the threat of this virus is not what we thought it was. Most people have above a 98% percent chance of survival even if they were to contract the virus!

Also, this is not a vaccine as we typically understand them. No virus has been isolated, but yet we are being asked to accept an injection of genetic code with no long term safety studies in which the animals in the phase of the animal trials all died.

Additionally, there are alternate treatments! Vaccines are not the only answer. There are doctors around the globe who have spoken about the concerns of mandatory widespread vaccinations, as well as available safe and effective treatments for covid that are a fraction of the cost of vaccines, yet these voices have been silenced! Why in a trying and unprecedented time, when the knowledge and resources from everyone are needed to rise up to the challenge are we seeing such censorship? and such advertisement and propaganda... When dissenting voices are silenced, are people really making choices based on informed consent? Is the board aware that there have been over 4,000 adverse events, related to the covid vaccine, that have resulted in death just since January? And these instances were in healthy people

who would have survived COVID had they faced it! 4,000 deaths is more deaths reported than for all other vaccines over the past twenty years.

I believe that mandatory vaccine policies will begin to create a society that we won't want to live in - a further polarized and discriminatory society where we people are segregated & discriminated against based on this issue. I believe we live in a free country where people can decide to opt out of treatments, procedures or lifestyles that they don't agree with, and I believe our constitution, California codes, and our civil rights protect those freedoms.

Further, forced vaccination is a violation of:

- CA GOV Code 51, which protects FREE AND EQUAL access to ALL PUBLIC ACCOMMODATIONS.

Public Accommodations are "private businesses engaged in commerce." That means retails stores, banks, restaurants, recreation, transportation – any entity, location or establishment that is open to the public is prohibited from discriminating against the entry of a member of the public.

- CA GOV CODE 12926 (q) protects one's religious liberty and practice, including the ability to NOT PARTICIPATE in practices that violate one's sincerely held religious beliefs

- CA GOV CODE 37100 – prevents any creation, application or enforcement of a law or policy that violates the California Constitution or the Constitution of the United States.

- CA HSC 24171 and 24172 declare that individuals have the right to determine what is done to their own bodies and to refuse consent to medical experimentation without duress, coercion or influence

I hope the board will choose to be leaders and support policies that will create the kind of society we all want to live in! A society where tolerance is valued and diversity is celebrated.

I believe in the immune system of my body to do what it needs to do to keep me healthy, and I will not be coerced into accepting a medical injection that I do not consent to.

Thank you,  
Kathrine Lemen

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From: Hillery Hafner  
Sent: Monday, May 24, 2021 2:52 PM  
To: Gerard, Debra

Please do not mandate COVID vaccines. This is discriminatory toward people with autoimmune conditions that cannot be vaccinated. Where there is risk to injury there should always be choice. Especially considering there have been 200,000 plus reported serious adverse affects from the COVID vaccine.

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From: Crystal Hickerson  
Sent: Monday, May 24, 2021 2:50 PM  
To: Gerard, Debra  
Cc: Kathrine Lemen; anjeane a  
Subject: COMMENTS FOR THE MEETING OF MAY 24, 2021 Re: Agenda item 5.5

To the Rancho Santiago Community College District RSCCD:

I am concerned about Rancho Santiago Community College District RSCCD's proposed Board Policy (BP) 5215 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) - Students. This policy is to be read today. While the board is invested in creating a safe environment for college staff, students, and teachers, I do not agree that a policy of mandatory COVID vaccination is a responsible method of protecting the college community's health.

First of all, the COVID vaccines do not protect against spread. They therefore do not decrease transmission rates.

Secondly, the COVID vaccines are and will remain experimental for some time. When the FDA fully approves the COVID vaccines and removes their emergency authorizations, institutions will likely feel that it is acceptable to mandate these vaccines. However, even if the FDA does not deem the vaccines experimental, they have only been available for less than a year, and past laboratory tests of different COVID vaccines on rats and cats have resulted in 100% of participants' deaths once the vaccinated animals were subjected to the live virus. -- CA HSC 24171 and 24172 declare that individuals have the right to determine what is done to their own bodies and to refuse consent to medical experimentation without duress, coercion or influence. College students, faculty, and staff should be able to decide for themselves if they want to take a new vaccine with relatively new RNA technology into their bodies. I am not even mentioning the numerous cases of severe side effects and even deaths resulting from these vaccines, just in San Diego county this past spring.

In addition to concerns about protecting health, COVID vaccine mandates take away civil liberties. Even though the proposed board policy allows for exceptions and accommodations due to medical, personal, and religious reasons, such a policy does not ensure the privacy or freedom of those who do not want to have such a new vaccine injected into their bodies. If this policy passes, the college will have a list of all those not vaccinated, violating HIPPA protections around individuals' rights to keep their medical information private. Moreover, the history of vaccine freedom in California shows us that allowing exceptions is only a step along the path to fully requiring vaccines. Children who once enjoyed such exemptions only a few years ago are, after the passing of SB 277, no longer allowed to attend public school without complying with state vaccine requirements.

I expect that the colleges feel inclined to enact a mandatory vaccination policy based upon liability concerns. No where is there a precedent for an institution being held liable for an individual contracting a virus. I cannot imagine how such a thing could be proven even if such a case were brought to court. Instead of weakening the civil rights of those working at and attending its colleges, pressuring students and staff into taking an experimental vaccine, the Rancho Santiago Community College District should act to protect civil liberties and leave medical decisions to the sovereign individual.

Thank you for your time,

Crystal Hickerson, PhD  
Class Teacher, Sycamore Creek Community Charter School

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**From:** Kristin Brancaleone  
**Sent:** Monday, May 24, 2021 2:46 PM  
**To:** Gerard, Debra  
**Subject:** Comment regarding Mandatory Covid Vaccines

Dear Debra,

My name is Kristin, and I strongly oppose mandatory vaccines for students and staff at RSCCD. I am a former student, and I have friends who are employed by the colleges who are worried they will be fired or experience prejudice because they will be refusing the vaccine.

I just had to send my comments in that I'm appalled that this is even being proposed. The vaccine is not yet FDA approved, and many many folks do not want to participate in this experimental vaccine. I truly appreciate community colleges and the opportunities they afford students and staff of all races, creeds and socioeconomic classes. It's so sad to even imagine students or staff being turned away from these fine colleges. One shouldn't have to choose between their college dreams and their own personal health freedom.

Thank you for listening,  
Kristin

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**From:** Kendell Blunden  
**Sent:** Monday, May 24, 2021 2:34 PM  
**To:** Gerard, Debra  
**Subject:** COMMENTS FOR THE MEETING OF MAY 24, 2021. Agenda Item 5.5

Dear RSCCD Board of Trustees,

My name is Kendell Blunden and I understand that the Rancho Santiago Community College District is considering implementing a vaccine mandate for its students and employees. I am a student at Santa Ana College, and I would like to express my opposition to this.

Students and Employees within the Rancho Santiago Community College district should have the freedom to make their own medical decisions without school or workplace coercion. **Will RSCCD be held liable if a student or employee undergoes serious or life-threatening reactions to the vaccine if it is required for admission and employment?** Creating a COVID-19 vaccine requirement would create discrimination in the school and workplace, and impinges upon a person's rights to their own bodily autonomy. Personal exemptions should be allowed in addition to the medical and religious exemptions in order to avoid violating basic human rights. This is especially true of a vaccine that is still under emergency-use authorization and in trials. The mission of RSCCD includes improving "the rates of course completion and completion of requirements for transfer, degrees, certificates, and diplomas." This aligns with the goal of California Community Colleges hoping to further increase student enrollment. A COVID-19 vaccine requirement could cause the opposite effect of the goals, by supporting the potential decrease in the number of students enrolling

and completing their requirements of transfers/degrees/certificates/diplomas. **Enforcing a COVID-19 vaccine requirement directly contradicts the vision and mission of California Community Colleges, as well as the mission and goals of Rancho Santiago Community College District.**

In the “Mandated COVID-19 Vaccinations in California Community Colleges” advisory, it stated that districts will need to consider: “for individuals claiming and exemption, the district will need to provide an individualized interactive process to identify appropriate accommodations, which may involve adjustments to job duties, remote work or learning, isolation of individuals in campus locations, ventilation, limiting interactions, mask requirements, social distancing, testing, symptom reporting, and contact tracing.” Altering an employee’s job duties and environment, as well as a student’s access to the same education as their vaccinated peers is inequitable and only further promotes discrimination between vaccinated and unvaccinated peoples. **A protocol including increased ventilation, symptom reporting, and social distancing where possible should be incorporated for all students and employees, not just the vaccinated due to the fact that according to the FDA Pfizer, Moderna, and Johnson and Johnson fact sheets, the duration of protection against COVID-19 is still unknown.** Weekly testing could be a potential option for the unvaccinated, however, non-invasive options such as the saliva test should be offered. Lastly, I would like to address the importance of considering the students who have naturally acquired antibodies of COVID-19. **Students and employees who have obtained natural immunity to COVID-19 should be allowed to present a positive antigen test or a positive T-Cell Detect Covid test to meet the exemption requirements. There is strong scientific evidence that natural immunity provides the same level of protection as vaccination does.**

I appreciate your time in considering the violation of bodily autonomy and inequity that would result if RSCCD were to adopt a COVID-19 vaccine requirement.

Sincerely,  
Kendell Blunden, Santa Ana College Student

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**From:** Sarah Henderson  
**Sent:** Monday, May 24, 2021 5:12 PM  
**To:** Board Comments; # Board of Trustees  
**Subject:** Public Comments

Please do not mandate Covid vaccines for students who wish to attend college. Please forever ban them from implementation.

A concerned parent and citizen

Related Articles:

<https://www.thecollegefix.com/bulletin-board/association-of-american-physicians-and-surgeons-pleads-with-universities-do-not-mandate-covid-vaccine/>

<https://www.lewrockwell.com/2021/05/joseph-mercola/covid-vaccines-may-bring-avalanche-of-neurological-disease/>

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**From:** Christopher Graycen  
**Sent:** Monday, May 24, 2021 9:47 PM  
**To:** # Board of Trustees  
**Subject:** [EXTERNAL] COVID Vaccine Policy

To the Rancho Santiago Community College District Board of Trustees,

I am writing this evening in support of mandatory COVID-19 vaccines for students and employees of SAC, SCC, and the District Office. This policy would be in line with the rest of the local higher education institutions including UCI, Cal State Fullerton, and Chapman University.

We know that health outcomes are worse for the working class and communities of color. In order to better protect these communities and the members in them, including many of our RSCCD students,

faculty, and staff members, we must ensure that those who arrive on our campuses are vaccinated and following the latest in community health protocols.

If you are unable or unwilling to set such a mandate, I ask that you consider remote work and instruction for all individuals (students, faculty, and staff) who may feel unsafe being subjected to unvaccinated individuals. Please think about the health of our community and all who reside here.

Much appreciated,

Chris Graycen  
Orange Resident

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**SANTA ANA COLLEGE – ACADEMIC AFFAIRS**

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of College and Career Access Pathways, a Dual Enrollment Partnership Agreement 2021-2026 with Santa Ana Unified School District	
Action:	Request for Approval	

**BACKGROUND**

Santa Ana College (“SAC”) and Santa Ana Unified School District (“SAUSD”) would like to enter into this College and Career Access Pathways (“CCAP”) Agreement for 2021-2026 to expand dual enrollment opportunities consistent with the provisions of AB 288. The goal is to develop seamless pathways from high school to community college. Dual Enrollment is one of the five commitments associated with the Santa Ana Promise. This Agreement will help further strengthen the collaboration between SAC and SAUSD. ([Link Here](#))

**ANALYSIS**

The Agreement will allow SAC to close dual enrollment classes to the public and, in most cases, collect apportionment that could not be collected without its implementation. The Agreement will also offer additional opportunities for SAUSD students to complete identified pathways while they are high school students. It shall be effective for five years, beginning July 1, 2021 and ending on June 30, 2026. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the College and Career Access Pathways, a Dual Enrollment Partnership Agreement 2021-2026 with Santa Ana Unified School District, located in Santa Ana, California, as presented.

Fiscal Impact:	None	Board Date: June 21, 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	

**COLLEGE AND CAREER ACCESS PATHWAYS  
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT  
2021-2026**

This is a College and Career Access Pathway Partnership Agreement (CCAP) hereinafter known as "Agreement" between Rancho Santiago Community College District (RSCCD) on behalf of Santa Ana College hereinafter known as "COLLEGE" and Santa Ana Unified School District hereinafter known as "SCHOOL DISTRICT".

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Rancho Santiago Community College District; and

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

WHEREAS, the SCHOOL DISTRICT continues to find ways to broaden advanced educational opportunities for students including college preparatory and college credit courses; and desires to expand dual enrollment opportunities for students; and

WHEREAS, the COLLEGE is willing to offer college courses at the SCHOOL DISTRICT high school campuses which will benefit SCHOOL DISTRICT students by providing a convenient location and schedule; and

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

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school , and those seeking a career technical education credential or certificate." Sec. I (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office and COLLEGE;

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 660 I 0.4 and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2(k)(3)

NOW THEREFORE, the COLLEGE and SCHOOL DISTRICT agree as follows:

## **1. TERM OF AGREEMENT**

- 1.1. The term of this CCAP Agreement shall be for five years beginning on July 1, 2021, and ending on June 30, 2026, and requires entering into a new agreement every five years by July 1, unless otherwise terminated in accordance with Section 22 of this Agreement.
  - a. This agreement may be terminated by either Party, acting with or without cause, upon giving at least ninety (90) days prior written notice to the other Party except that any Student already assigned to and accepted by the Agency shall be allowed to complete any in-progress clinical practicum assignment at the Agency.
  - b. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the thirty-day period.
  - c. This Agreement shall immediately terminate if 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.
- 1.2. This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3. The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2(c)(2)
- 1.4. A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2(c)(3)
- 1.5. COLLEGE and SCHOOL DISTRICT shall present this CCAP agreement at a public meeting of their respective governing boards, allowing for public comments prior to consideration for approval of this CCAP agreement.

## **2. COMMUNITY COLLEGE DISTRICTS AUTHORIZING THE CCAP PARTNERSHIPS WITH SCHOOL DISTRICTS**

## **DEFINITIONS**

- 2.1. CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of RSCCD and applicable law. Sec. 2 (a)
- 2.2. Consistent with AB 288, this CCAP Agreement may include "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. I(d)
- 2.3. High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011. SAUSD students will not be required to pay the Health Fee, however, SAUSD will be expected to: provide appropriate health support to students and staff. Any fees deemed to be required by law will be paid from the Early College Endowment established as part of the Santa Ana Partnership's Innovation Award (and housed at the Santa Ana College Foundation).

### **3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY**

- 3.1. Student Eligibility - Students who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. I (d)
- 3.2. Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria will be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and RSCCD standards and policies.
- 3.3. College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and RSCCD policy.
- 3.4. Student Records - It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to



the SCHOOL DISTRICT unless otherwise specified in the Appendix.

- 3.5. Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program.
- 3.6. As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7. Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3):
  - a. The units constitute no more than four community college courses per term.
  - b. The units are part of an academic program that is part of a CCAP partnership agreement established pursuant to this article.
  - c. The units are part of an academic program that is designed to award students both a high school diploma and an associate degree or a certificate or credential.
- 3.8. Students participating in a CCAP Agreement at Middle College High School may enroll in up to a maximum of 11 units per term (Ed. Code §76001(d).
- 3.9. Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.10. Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

#### **4. COLLEGE APPLICATION PROCEDURE**

- 4.1. The COLLEGE will be responsible for processing student applications.
- 4.2. The COLLEGE will provide the necessary admission and registration forms and procedures and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements.

- 4.3. The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

## **5. PARTICIPATING STUDENTS**

- 5.1. A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (t)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 761 40, 76223, 76300, 76350, and 79121.
- 5.2. The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne collaboratively by COLLEGE and SCHOOL DISTRICT.
- 5.3. Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring.)
- 5.4. Both COLLEGE and SCHOOL DISTRICT will be jointly responsible for providing matriculation services for students enrolling in the dual enrollment program classes.
- 5.5. All SCHOOL DISTRICT students must be fully matriculated to the college prior to taking COLLEGE courses including application, assessment, and orientation.
- 5.6. Dual enrollment students will have access to COLLEGE services such as the library, tutoring, student I.D. cards etc.
- 5.7. Student identification, recruitment, and selection into the dual enrollment program will be the responsibility of both the COLLEGE and SCHOOL DISTRICT

## **6. CCAP AGREEMENT COURSES**

- 6.1. A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(I)
- 6.2. The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.3. The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE in consultation with the SCHOOL DISTRICT and with the approval of the COLLEGE Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(I)

- 6.4. Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly selected and approved.
- 6.5. COLLEGE courses offered at SCHOOL DISTRICT sites will adhere to COLLEGE scheduling practices and the annual academic calendar. Exceptions may be made with approval of the SAC Vice President of Academic Affairs.
- 6.6. Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with RSCCD academic standards.
- 6.7. Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations course descriptions, numbers, titles, and credits. Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department. Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by RSCCD Business Procedure.
- 6.8. Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites, and standards applicable to the COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.9. A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.10. Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with RSCCD guidelines, policies, pertinent statutes, and regulations.
- 6.11. COLLEGE has the sole right to control and direct the instructional activities for all dual enrollment courses of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.12. This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11 , as determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

- 6.13. Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority to separately approve those courses locally.

## **7. INSTRUCTOR(S)**

- 7.1. All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE.
- 7.2. The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(l)
- 7.3. This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4. Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.5. Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.6. Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.7. Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, addressing course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.8. Faculty performance shall be evaluated by the COLLEGE for the college courses using the adopted evaluation of process and standards for faculty of the COLLEGE, subject to the approval of RSCCD.
- 7.9. The COLLEGE and SCHOOL DISTRICT will work jointly to recruit and select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of RSCCD

specifically with regard to their duties as instructors.

- 7.10. The appropriate COLLEGE administrator, in consultation with the appropriate SCHOOL DISTRICT administrator, will grant final approval to SCHOOL DISTRICT teachers eligible to teach dual enrollment courses. RSCCD /SAC will orient the approved faculty member.
- 7.11. COLLEGE instructors will notify SCHOOL DISTRICT school counselors or higher education coordinators when a student enrolled in a college course provided under this CCAP agreement begins to struggle and will refer the student for additional support.
- 7.12. COLLEGE and SCHOOL DISTRICT instructors for dual enrollment courses will take attendance and notify the designated high school administrator/counselor of any attendance issues.
- 7.13. Instructors teaching dual enrollment courses will coordinate with and notify the designated high school administrator/counselor prior to dropping a student from their course.
- 7.14. SCHOOL DISTRICT instructors teaching dual enrollment college courses must submit grades to both the COLLEGE and SCHOOL DISTRICT.

## **8. MATERIALS and TEXTBOOKS**

- 8.1. The COLLEGE and the SCHOOL DISTRICT will furnish all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students if courses are taught outside of the regular high school bell schedule. The cost of such materials will be borne by the party collecting apportionment or ADA for the course. The parties understand that such equipment and materials are the purchaser's sole property.
- 8.2. The COLLEGE and the DISTRICT shall determine type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. Textbooks, equipment, and materials purchased by the school district shall be adopted for a term no less than five years.
- 8.3. The COLLEGE and the DISTRICT agree to store textbooks and physical course materials purchased by either party at DISTRICT school sites and facilities and utilize DISTRICT library and logistic systems to catalog and distribute textbooks and materials.
- 8.4. Textbooks purchased by the COLLEGE will be transferred to the DISTRICT for cataloging and distribution to school sites.

## **9. ASSESSMENT OF LEARNING AND CONDUCT**

- 9.1. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 9.2. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.

- 9.3. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 9.4. Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

## **10. LIAISON AND COORDINATION OF RESPONSIBILITIES**

- 10.1. The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement; who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with RSCCD policies and standards. Sec. 2 (c)(2)
- 10.2. The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2(c)(2)
- 10.3. The COLLEGE shall designate a dual enrollment coordinator, to be specified in the Appendix to this CCAP Agreement; who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with RSCCD policies and standards. Sec. 2 (c)(2)
- 10.4. The SCHOOL DISTRICT shall designate a dual enrollment coordinator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2(c)(2)
- 10.5. The dual enrollment coordinators from the COLLEGE and the SCHOOL DISTRICT will work collaboratively to perform services specified in I 0.8 as part of their regular assignments.
- 10.6. The SCHOOL DISTRICT shall designate a dual enrollment coordinator access to student information system and allow for data sharing agreement. The dual enrollment coordinator will follow protocol and data sharing agreement guidelines provided by the SCHOOL DISTRICT.
- 10.7. The COLLEGE and SCHOOL DISTRICT dual enrollment coordinators will work together on the processes, procedures, and tracking mechanisms that will ensure compliance with dual enrollment course policies, regulations, and standards, including the necessary qualifications and student documentation prior to students taking courses.
- 10.8. The COLLEGE and SCHOOL DISTRICT dual enrollment administrators and coordinators will ensure that SAUSD teachers adhere to course requirements, standards, learning materials, course logistics (including developing a schedule that adapts the COLLEGE course schedule to the student's regular high school schedule), and COLLEGE standards, policies, expectations, and systems. The COLLEGE and SCHOOL DISTRICT will maintain the existing coordination arrangement for MCHS,

which is co-led by the MCHS principal and a Vice President from the COLLEGE

- 10.9. This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(I) (A-D)
- a. The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2(t)(1)(A)
  - b. The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(I) (B)
  - c. The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
  - d. The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec.2 (t)(1)(D)

## 11. APPORTIONMENT

- 11.1 COLLEGE shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 11.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 11.3 When the COLLEGE pays for instructors, the COLLEGE will collect apportionment. When SCHOOL DISTRICT pays for instructors, SCHOOL DISTRICT will collect ADA unless the instruction extends beyond the state mandated 240 instructional minutes per day for students attending comprehensive high schools and 180 minutes per day for students attending Educational Options schools and programs. When SCHOOL DISTRICT instruction exceeds the minimum number of minutes required by the SCHOOL DISTRICT, the COLLEGE will also collect apportionment, in addition to the SCHOOL DISTRICT receiving ADA.
- 11.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s) Standard FTES computation rules, support documentation, course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and tit.5.

## **12. CERTIFICATIONS**

- 12.1. The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 12.2. RSCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 12.3. The SCHOOL DISTRICT agrees and acknowledges that RSCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement, as outlined in I 0.3A and I 0.3B.
- 12.4. This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 12.5. This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 12.6. This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 12.7. The COLLEGE certifies that:
  - a. A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(I)
  - b. A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
  - c. The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 660 I 0.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)
- 12.8. This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (I)

## **13. PROGRAM IMPROVEMENT**

- 13.1. A joint COLLEGE and SCHOOL DISTRICT Dual Enrollment Committee will meet regularly to review the program and develop suggestions for improvement.



- 13.2. The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and school counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

#### **14. RECORDS**

- 14.1. Permanent records of student attendance, grades and achievement will be maintained by both the SCHOOL DISTRICT and COLLEGE for SCHOOL DISTRICT students who enroll in course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades, and achievement for COLLEGE students shall be maintained by COLLEGE.
- 14.2. Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.
- 14.3. SCHOOL DISTRICT instructors will submit grades to the COLLEGE when due according to the COLLEGE schedule. The SCHOOL DISTRICT will include all criteria identified by the COLLEGE for grading purposes. Upon completion of the SCHOOL DISTRICT semester, dual enrollment teachers will submit change of grade forms, when applicable, for students whose grades have changed since the end of the COLLEGE's semester.
- 14.4. Dual enrollment courses completed by SCHOOL DISTRICT students will be identified on both the COLLEGE and high school transcripts in the standard format and will not be identified as dual enrollment.

#### **15. CCAP AGREEMENT DATA MATCH AND REPORTING**

- 15.1. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- 15.2. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

#### **16. PRIVACY OF STUDENT RECORD**

- 16.1. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in a CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- 16.2. Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to

Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

- 16.3. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- 16.4. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation.

## 17. REIMBURSEMENT

- 17.1. The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

## 18. FACILITIES

- 18.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to RSCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 18.2 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

## 19. INDEMNIFICATION AND INSURANCE

- 19.1. **Liability.** The Parties agree to allocate potential liability between themselves with the intent that the SCHOOL DISTRICT shall generally be responsible for the acts and omissions of its own employees, and RSCCD shall generally be responsible for the acts and omissions of its own employees, as specifically set forth below in Section B, Mutual Indemnification.
- 19.2. **Mutual Indemnification**
  - a. **RSCCD Indemnity.** RSCCD agrees to defend, indemnify and hold the SCHOOL DISTRICT its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RSCCD, its officers, agents or employees. RSCCD shall not defend, indemnify or hold harmless the SCHOOL DISTRICT from any liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent or intentional acts or omissions of any student(s) or other third parties that may come on the SAC campus.

- b. **SCHOOL DISTRICT Indemnity.** the SCHOOL DISTRICT agrees to defend, indemnify and hold The RSCCD, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the SCHOOL DISTRICT its officers, agents or employees. the SCHOOL DISTRICT shall not defend, indemnify or hold harmless the SCHOOL DISTRICT from any liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent or intentional acts or omissions of any student(s) or other third parties that may come on the SAC campus.

**20. INSURANCE.** Each Party, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

20.1. **General Liability.** General Liability Insurance (including broad form property damage and contractual liability) with limits of liability not less than two million dollars (\$2,000,000) each occurrence, and five million dollars (\$5,000,000) annual aggregate. Insurance afforded by the SCHOOL DISTRICT commercial general liability policy shall be endorsed to provide coverage to RSCCD as an additional insured.

20.2. **Automobile Liability Insurance** with a limit liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned,” “hired,” and “non-owned” vehicles, or coverage for “any auto.”

20.3. **Workers Compensation.** Workers’ Compensation coverage limits shall be as required under California State law.

20.4. **Additional Insurance.** Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the SCHOOL DISTRICT and RSCCD against other insurable risks relating to performance of this Agreement. The SCHOOL DISTRICT and RSCCD may, in their own respective discretion obtain such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement.

a. **Abuse-Molestation Insurance.** A policy of abuse-molestation insurance (“Abuse Policy”) that:

- i. Is written on an “occurrence” basis;
- ii. Has coverage limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate;
- iii. Provides coverage for direct and vicarious liability associated with sexual misconduct and other physical abuse, and for verbal, emotional, mental, and other non-physical abuse;
- iv. Covers acts and omissions by, among others, the RSCCD staff;
- v. Provides coverage for the District prior to any determination that an accused abuser is guilty; and

20.5. **Insurance and Limits of Liability.** It should be expressly understood, however, that the

insurance coverages and limits required under this Section shall not in any way limit the liability of either Party.

**20.6. Additional Insureds.** Each of the General Liability Policy, the Vehicle Liability Policy, and the Abuse Policy shall name (or be endorsed to name) as additional insureds in connection with this Agreement and the Consultants Services:

- a. the District, the District Board and each individual member thereof, and the District's other officers, employees, and agents (collectively, but not including the District, the "District Agents"). The additional insured endorsements must be ISO form CG 2010 11/85 or alternative approved in advance by the District, in its reasonable discretion. For purposes of this Section, and without otherwise limiting the District's discretion to determine an alternative to form CG 2010 11/85, a combination of ISO forms CG 2010 10/01 and CG 2037 10/01 shall be deemed an acceptable alternative to ISO form CG 2010 11/85.

## **21 NON-DISCRIMINATION**

21.1 Neither the SCHOOL DISTRICT nor the COLLEGE shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

## **22 TERMINATION**

22.1 This Agreement may be terminated upon written notice by either Party as provided below. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. Notification of termination must be submitted six (6) months prior to the beginning of the semester for which it will be in effect. The effective date of termination shall be the end of the then current academic year to avoid unreasonable disruption to both Parties and its students.

## **23 MODIFICATION AND AMENDMENT**

23.1 This Agreement may be amended only with the mutual consent of the Parties. All amendments must be in writing and must be approved by the Parties' respective governing Boards.

## **24 GOVERNING LAWS**

24.1 This agreement shall be interpreted according to the laws of the State of California.

## **25 COMMUNITY COLLEGE DISTRICT BOUNDARIES**

25.1 For locations outside the geographical boundaries of RSCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 55300 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

## **26 SEVERABILITY**

26.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

## **27 COUNTERPARTS**

27.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

## **28 FORCE MAJEURE**

28.1 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.

Executed on: -

**Agency:** Santa Ana Unified School District

**District:** Rancho Santiago Community College District

Signature \_\_\_\_\_

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

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

Name: Adam O'Connor

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

Title: Interim Vice Chancellor,  
Business Operations/Fiscal Services

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

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

**APPENDIX  
COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT  
PARTNERSHIP AGREEMENT**

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL

DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(I)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(I)

NOW THEREFORE the COLLEGE and SCHOOL DISTRICT agree as follows:

**1. COLLEGE AND SCHOOL DISTRICT POINT OF CONTACT**

<b>LOCATION</b>	<b>NAME AND TITLE</b>	<b>TELEPHONE</b>	<b>EMAIL</b>
College	Dr. Fernando Ortiz Dean of Academic Affairs	(714) 564-5230	Ortiz_fernando@sac.edu
School District	Dr. Lorraine Perez Director, Secondary Education	(714) 558-5724	Lorraine.Perez@sausd.us

2. **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: Peter Hardash, Vice Chancellor,  
 Business Operations/Fiscal Services  
 2323 North Broadway  
 Santa Ana, California 92706

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

92706

If to Agency:

Santa Ana Unified School District  
 Attn: Dr. Lorraine Perez  
 1601 East Chestnut Ave.  
 Santa Ana, CA 92701

3. **CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)**
- a. Scheduling. No later than March of each year, the COLLEGE and the DISTRICT shall each designate a representative to review the availability of facilities for the following academic year and begin planning potential course offerings.
  - b. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE



**CCAP AGREEMENT PROGRAM YEAR FALL 2021- SPRING 2026**

THE COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

- PROGRAM YEAR: 2021-2026 COLLEGE: Santa Ana College SCHOOL DISTRICT: Santa Ana Unified School District

**HIGH SCHOOL: Advanced Learning Academy**  
**EDUCATIONAL PROGRAM: IGETC Pathways**

*\*Expected plan for the academic year subject to change .Number of cap students varies per course division.*

TOTAL NUMBER OF STUDENTS TO BE SERVED: 700 | TOTAL PROJECTED FTES:

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	Estimate #of Students	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Study Skills: College Learning Skills	STDY-109	FALL & SPRING	1:30-3:11	M-Th	25*-45	SAC FACULTY	SAC	Advanced Learning Academy Secondary Campus
Theatre Arts	THEA-100	FALL & SPRING	ONLINE	ONLINE	25*-45	SAC FACULTY	SAC	Advanced Learning Academy Secondary Campus
Career/ Life Planning and Personal Exploration	CNSL-116	FALL & SPRING	10:19 am-11:15am and after school	M/W /HYBRID	25*-45	SAC FACULTY	SAC	Advanced Learning Academy Secondary Campus
Ethnic Studies	ETHN-101	SPRING	after school	M/W	25*-45	SAC FACULTY	SAC	Advanced Learning Academy Secondary Campus
Elementary Spanish I	SPAN-101	FALL	10:19 am-11:15am and after school	MTWThF	25*-45	SAC FACULTY	SAC	Advanced Learning Academy Secondary Campus
Elementary Spanish II	SPAN-102	SPRING	10:19 am-11:15am and after school	MTWThF	25*-45	SAC FACULTY	SAC	Advanced Learning Academy Secondary Campus
Communication Studies: Public Speaking	CMST-102	SPRING	AFTER SCHOOL	MW	25*-45	SAC FACULTY	SAC	Advanced Learning Academy Secondary Campus

**HIGH SCHOOL: Century High School**

EDUCATIONAL PROGRAM: IGETC PATHWAY, CHILD DEVELOPMENT, & ENTREPRENEURSHIP

*\*Expected plan for the academic year subject to change .Number of cap students varies per course division.*

TOTAL NUMBER OF STUDENTS TO BE SERVED: 700 | TOTAL PROJECTED FTES:

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	Estimate #of Students	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Study Skills: College Learning Skills	STDY-109	SUMMER	8:00am -8:56am	MTWThF	25*-45	Mireya Vazquez	SAUSD	Century High School
Career/ Life Planning and Personal Exploration	CNSL-116	FALL & SPRING	8:00am -8:56am	MTWThF	25*-45	Mireya Vazquez	SAUSD	Century High School
Elementary Spanish I	SPAN-101	FALL	10:19 am-11:15am and after school	MTWThF	25*-45	SAC FACULTY	SAC	Century High School
Elementary Spanish II	SPAN-102	SPRING	10:19 am-11:15am and after school	MTWThF	25*-45	SAC FACULTY	SAC	Century High School
Introduction to Microsoft Office	BA-179	FALL & SPRING	8:00am -8:56am	MTWThF	25*-45	C. LEE	SAUSD	Century High School
Theatre Arts	THEA-100	SUMMER	ONLINE	ONLINE	25*-45	SAC FACULTY	SAC	Century High School
Personal Fitness Training	KNAC-123	FALL & SPRING	ONLINE	ONLINE	25*-45	SAC FACULTY	SAC	Century High School
Introduction to Art Concepts	ART-100	SUMMER	ONLINE	ONLINE	25*-45	SAC FACULTY	SAC	Century High School
Introduction to Psychology	PSCY-100	FALL	AFTERSCHOOL	M/W	25*-45	SAC FACULTY	SAC	Century High School
Communication Studies: Public Speaking	CMST-102	SPRING	AFTERSCHOOL	MW	25*-45	SAC FACULTY	SAC	Century High School
Statistics and Probability	MATH-219	FALL	7:00am-8:00am	MTWThF	25*-45	G.CHEN	SAC	Century High School
Math for Liberal Arts Students	MATH-105	SPRING	7:00am-8:00am	MTWThF	25*-45	G.CHEN	SAC	Century High School
Freshman Composition	ENGL-101	FALL	ONLINE	M/W	25*-45	SAC FACULTY	SAC	Century High School
Freshman Composition	ENGL-101	FALL	ONLINE	M/W	25*-45	SAC FACULTY	SAC	Century High School
Freshman Composition	ENGL-101	FALL	ONLINE	M/W	25*-45	SAC FACULTY	SAC	Century High School
Freshman Composition	ENGL-101	FALL	ONLINE	M/W	25*-45	SAC FACULTY	SAC	Century High School
Introduction to Psychology of Adulthood and Aging	PSCY-140	SPRING	10:19 am-11:15am	MTW	25*-45	SAC FACULTY	SAC	Century High School
School-Age Child Care...	CDEV-120A	FALL	08:00AM - 08:56AM	Online W/Some on Campus Mtg(s) HYBRID	25*-45	SAC FACULTY	SAC	Century High School
School-Age Child Care...	CDEV-120B	SPRING	08:00AM - 08:56AM	Online W/Some on Campus Mtg(s) HYBRID	25*-45	SAC FACULTY	SAC	Century High School
Introduction to Innovation	ENTR-100	SPRING	10:19 am-11:15am	MTWThF	25*-45	A.GERSTEN	SAUSD	Century High School
Introduction to Innovation	ENTR-100	SPRING	09:15AM - 10:10AM	MTWThF	25*-45	A.GERSTEN	SAUSD	Century High School
Introduction to Biotechnology	BIOL-190	FALL	ONLINE	ONLINE	25*-45	SAC FACULTY	SAC	Century High School
Biotechnology Lab	BIOL-190L	SUMMER	ONLINE	ONLINE	25*-45	SAC FACULTY	SAC	Century High School

3.1 (22)

**HIGH SCHOOL: Lorin Griset High School**

EDUCATIONAL PROGRAM: College Bridge Pathway

TOTAL NUMBER OF STUDENTS TO BE SERVED: 60 | TOTAL PROJECTED FTES:

*\*Expected plan for the academic year subject to change .Number of cap students varies per course division.*

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/ HOURS	Estimate #of Students	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
<b>Lifelong Understanding and Self-Development</b>	CNSL 100	Spring LGS A Quarter 3	9:18am - 10:08am	MTWThF	25*-45	Adrian Rios	SAUSD	Lorin Griset Academy
<b>Effective Study Techniques</b>	STDY- 109	Spring LGS A Quarter 4	9:18am - 10:08am	MTWThF	25*-45	Adrian Rios	SAUSD	Lorin Griset Academy

3.1 (23)

**HIGH SCHOOL: Godinez High School**

EDUCATIONAL PROGRAM: IGETC PATHWAY

*\*Expected plan for the academic year subject to  
change number of cap students varies per course division*

TOTAL NUMBER OF STUDENTS TO BE SERVED: 700

TOTAL PROJECTED FTES:

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS / HOURS	Estimate #of Students	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Mathematics for Liberal Arts Students	MATH 105	FALL	8:00am-9:00am	MTWThF	25*-45	Chi Tran	SAUSD	Godinez High School
Mathematics for Liberal Arts Students	MATH 140	FALL	1:50am - 2:47am	MTWThF	25*-45	Chi Tran	SAUSD	Godinez High School
Statistics and Probability	MATH 219	SPRING	8:00am - 9:00am	MTWThF	25*-45	Chi Tran	SAUSD	Godinez High School
Statistics and Probability	MATH 180	SPRING	1: 50am-2:47am	MTWThF	25*-45	Chi Tran	SAUSD	Godinez High School
Freshman Composition	ENGL-101	FALL	ONLINE	M/W	25*-45	SAC FACULTY	SAC	Godinez High School
Freshman Composition	ENGL-101	FALL	ONLINE	M/W	25*-45	SAC FACULTY	SAC	Godinez High School
Freshman Composition	ENGL-101	FALL	ONLINE	M/W	25*-45	SAC FACULTY	SAC	Godinez High School
Elementary Spanish I	SPAN-101	FALL	10:19 am-11:15am and after school	MTWThF	25*-45	SAC FACULTY	SAC	Godinez High School
Elementary Spanish II	SPAN-102	SPRING	10:19 am-11:15am and after school	MTWThF	25*-45	SAC FACULTY	SAC	Godinez High School
Introduction to Psychology	PSCY-100	FALL	AFTERSCHOOL	M/W	25*-45	SAC FACULTY	SAC	Godinez High School

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (Sec. 2 (c)(J)):

3.1 (24)

SCHOOL DISTRICT counselors selected students based on academic readiness and the alignment of the course content to students; educational and career goals. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses using the following criteria: 1) alignment with high school pathways and college program of study; 2) the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

**HIGH SCHOOL: Valley High School**

EDUCATIONAL PROGRAM: CULINARY PATHWAY, BUSINESS PATHWAY

*\*Expected plan for the academic year subject to change. Number of cap students varies per course division.*

TOTAL NUMBER OF STUDENTS TO BE SERVED: 200 | TOTAL PROJECTED FTES:

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS / HOURS	Estimate #of Students	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Fundamentals of Business	BUS-100	FALL	8:55AM - 9:50AM	MTWThF	25*-45	B.Scanlon	SAUSD	Valley High School
Fundamentals of Business	BUS-100	FALL	7:55AM - 8:50AM,	MTWThF	25*-45	B.Scanlon	SAUSD	Valley High School
Introduction to International	BUS-125	SPRING	11:20AM - 12:15PM	MTWThF	25*-45	B.Scanlon	SAUSD	Valley High School
Introduction to International	BUS-125	SPRING	1: 50am- 2:47am	MTWThF	25*-45	B.Scanlon	SAUSD	Valley High School
Intro to Baking & Pastry	CULN-140	FALL	1:50PM - 3:55PM	M/T	25*-45	T.Hermans	SAC	Valley High School
Adv. Culinary Restaurant Mgmt	CULN-130	SPRING	1:50PM - 3:55PM	M/T	25*-45	T.Hermans	SAC	Valley High School

3.1 (25)

**HIGH SCHOOL: Segerstrom High School**

EDUCATIONAL PROGRAM: Computer Science & IGETC

*\*Expected plan for the academic year subject to change .Number of cap students varies per course division.*

TOTAL NUMBER OF STUDENTS TO BE SERVED: 200 | TOTAL PROJECTED FTES:

COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS / HOURS	Estimate #of Students	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Java Programming	CMPR-112	FALL	7:00AM - 7:50AM	T/TH/FR	25*-45	N.Quach	SAC	Segerstrom High School
Introduction to Programming	CMPR-120	SPRING	7:00AM - 7:50AM	T/TH/FR	25*-45	N.Quach	SAC	Segerstrom High School
Freshman Composition	ENGL-101	FALL	7:00AM - 7:50AM	M/W	25*-45	SAC FACULTY	SAC	Segerstrom High School
Freshman Composition	ENGL-101	SPRING	7:00AM - 7:50AM	M/W	25*-45	SAC FACULTY	SAC	Segerstrom High School
Career/ Life Planning and Personal Exploration	CNSL-116	SUMMER	7:45AM - 12:20PM	T/TH	25*-45	SAC FACULTY	SAC	Segerstrom High School
Lifelong Understanding...	CNSL-100	SUMMER	7:45AM - 12:20PM	T/TH	25*-45	SAC FACULTY	SAC	Segerstrom High School

3.1 (26)

- 2. **BOOKS AND INSTRUCTIONAL MATERIALS** - The cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district when a course is offered during the school day. The cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by the college when a course is offered before or after the school day.

COURSE NAME	TEXT	COST	OTHER INSTR UCTIONAL MAT ERIALS	COST

3.1 (27)

**3. FACILITIES USE**

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.

<b>BUILDING</b>	<b>CLASSROOM</b>	<b>DAYS</b>	<b>HOURS</b>
<b>Advanced Learning Academy</b>	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
<b>Century High School</b>	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
<b>Cesar Chavez High School</b>	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
<b>Godinez High School</b>	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
<b>Lorin Grisct Academy</b>	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
<b>Middle College High School</b>	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
<b>Saddleback High School</b>	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
<b>Santa Ana High School</b>	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
<b>Segerstrom High School</b>	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility
<b>Valley High School</b>	Determined by course taught and site availability	Determined by course taught and site and instructor availability	Determined by student need and master schedule flexibility

3.1 (28)



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College –School of Continuing Education**

To: Board of Trustees	Date: June 21, 20201
Re: Approval of Joint Use Agreement between Santa Ana Unified School District and Rancho Santiago Community College District for Middle College High School (MCHS)	
Action: Request for Approval	

**BACKGROUND**

Santa Ana Unified School District (SAUSD) and Rancho Santiago Community College District (RSCCD) have a well-established relationship and long-standing history of collaboration on education and community assistance projects. Through the early college partnership between Middle College High School (MCHS) and Santa Ana College (SAC), Ninth (9<sup>th</sup>) through Twelfth (12<sup>th</sup>) grade MCHS students are provided SAUSD core-graduation courses and services for completion of the high school diploma and those same students are provided SAC courses and services for use in satisfying high school graduation requirements and a SAC certificate, degree, and/or transfer credit curriculum.

**ANALYSIS**

MCHS and SAC recognize their mutual interest in serving the local community and the shared benefit of collaboration for student achievement and success. Eighty-two percent (82%) of students graduate with an Associate’s Degree from SAC. More than ninety percent (90%) graduate with at least one year of college credits completed. This Joint Use Agreement Between Santa Ana Unified School District and Rancho Santiago Community College District for Middle College High School (MCHS) (“Agreement”) renews the partnership and offers SAUSD students a competitive advantage to prepare for the rigors of college and career by enrolling in high school and college academic courses in a college environment. The term of this Agreement is July 1, 2021 through June 30, 2026 and it carries no fiscal impact.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Joint Use Agreement between Santa Ana Unified School District and Rancho Santiago Community College District for Middle College High School (MCHS), as presented.

Fiscal Impact: None	Board Date: June 21, 2021
Prepared by: James Kennedy, Ed.D., Vice President, School of Continuing Education	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

**Joint Use Agreement  
Between  
Santa Ana Unified School  
District and  
Rancho Santiago Community College  
District For Middle College High  
School (MCHS)**

In accordance with California Education Code EDC § 81420, this Joint Use Agreement is entered into by and between the Santa Ana Unified School District, hereafter referred to as “SAUSD,” and Rancho Santiago Community College District, hereafter referred to as “RSCCD.” SAUSD and RSCCD are collectively referred to herein as “the Parties” and individually as “a Party.”

**RECITALS**

**WHEREAS**, Santa Ana College (“SAC”) is a community college situated in Santa Ana, California and is a college operated by RSCCD.

**WHEREAS**, SAUSD is a K-12 public school district and operates high schools in Santa Ana, California.

**WHEREAS**, SAUSD and SAC have a well-established relationship and long-standing history of collaboration on education and community assistance projects.

**WHEREAS**, SAUSD wishes to operate a Middle College High School on the SAC campus in order for SAUSD high school students to access post-secondary education opportunities at SAC.

**WHEREAS**, SAUSD and RSCCD recognize their mutual interest in serving their local community, and the shared benefit of collaboration for student achievement. Through the early college partnership, SAUSD’s ninth through twelfth grade students are provided SAUSD core-graduation courses and services for completion of the high school diploma, and those same students are provided SAC courses and services for use in satisfying high school graduation requirements and a SAC certificate, degree, and/or transfer credit curriculum.

**WHEREAS**, the SAUSD-MCHS Initiative requires college level courses be offered as an integral part of the program; MCHS students access to SAC course offerings will meet the college level course requirements.

**WHEREAS**, SAUSD and RSCCD enter into this Agreement for the delineation of operational responsibilities and resources for SAUSD’s operation of the MCHS at SAC, as set forth below. Unless and until an agreement is reached providing different operation responsibilities and resources, the following shall apply.

**NOW THEREFORE**, for good and valuable consideration, the adequacy and receipt of which is acknowledged by the Parties, the Parties agree as follows:

**1. TERM OF THE AGREEMENT.** The Term of this Agreement is July 1, 2021 through June 30, 2026. This agreement may be terminated in accordance with Section 10. In accordance with California Education Code EDC § 81423 this agreement may be renewed on the same or different conditions at the end of this term through mutual agreement by the parties.

**2. DEFINITIONS/COMMON TERMINOLOGY**

**2.1. Articulation:** Credit for high school courses awarded on community college transcripts (e.g., CCTE Articulated Pathways).

- 2.2. **Concurrent Enrollment:** A high school student who independently attends college classes outside the regular school day in addition to the student's regular academic program.
- 2.3. **Dual Credit:** Awarding of credit on a student's high school and college transcripts for a college course. The grade earned from a college course earns equivalent SAUSD core course graduation credit whenever possible.
- 2.4. **Dual Enrollment:** A high school student attends college classes, as taught by high school or community college faculty, on the high school campus, during the student's regular instructional day as part of the academic program, which allows the student to experience college level courses, explore career options, and shorten the time required to complete an Associate Degree.
- 2.5. **Early College High School:** Small high schools designed so that students can earn both a high school diploma and an Associate's degree or up to two years of credit toward a Bachelor's degree. Early college high schools have the potential to improve high school graduation rates and better prepare all students for high-skill careers by engaging them in a rigorous, college preparatory curriculum, while compressing the number of years to a college degree.
- 2.6. **Early/Middle College High School:** A blended high school and college program in which a high school campus may be located on a college campus that offers a college/career preparatory curriculum and reduced student-adult ratio, flexible scheduling to allow for work internships or apprenticeships, community service experience, and interaction with community college student role models.
- 2.7. **Partnership Agreement:** Formal written agreement between the SAUSD and a college/university for a program offered at a specific high school. Partnership Agreements require Board of Education approval.
- 2.8. **Student Services and Outreach:** College assessment, transfer planning, orientation/tours, financial aid, career planning, and academic advisement provided to high school students by college personnel.

### 3. DESCRIPTION OF PARTNERSHIP

- 3.1. **Calendar.** SAC and SAUSD will meet and confer to develop and establish a MCHS instructional calendar at SAC that is consistent with the needs, requirements, and academic calendars of both Parties and its respective collective bargaining units. The MCHS calendar will assure that the number of days the MCHS teachers work will not exceed the SAUSD contract and that the instructional hours and school days will meet the guidelines for the state and respective Parties.
- 3.2. **Personnel**
  - 3.2.1. **SAUSD Personnel.** SAUSD shall be responsible to employ staff members to provide all high school education services, including, but not limited to a Site Administrator (Principal or Vice Principal), a dedicated SAUSD Safety Officer, appropriate custodial/janitorial staff and maintenance and operation personnel consistent with section 3.3.3 of this Agreement. In addition to the foregoing, as required for Special Education students enrolled in MCHS, SAUSD will provide staffing as needed to provide required Individualized

Education Program (IEP) services for Special Education students.

- 3.2.2. SAC Personnel.** SAC faculty shall be limited to and subject to the type and number of courses offered. All instructors teaching COLLEGE courses offered as part of this agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the COLLEGE. Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this Agreement.
- 3.2.3. Site Administrators.** Any issues arising out of and/or relating to MCHS operations shall be initially addressed and resolved by the following individuals: (i) SAUSD designated MCHS Site Administrator; and (ii) appropriate SAC Vice President, or his/her designee. All communications between the Parties shall be made through the designated representatives of each Party and each Party shall immediately notify the other of any incidents or other issues that may arise.
- 3.2.4. SAUSD/RSCCD Employees Status.** Employees of SAUSD and RSCCD engaged in MCHS operations are not deemed an officer, agent or employee of the other Party. Neither SAUSD nor RSCCD, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other Party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

### **3.3. Premises**

- 3.3.1. SAC Classroom and Office Space (“SAC Premises”).** Upon the execution of this Agreement, and during the first year of this Agreement, SAC will provide facilities consisting of fourteen (14) classrooms and one (1) office space (as shown in Appendix 1) to SAUSD for the use of the MCHS Program. Starting no later than July 1, 2023, SAC will provide expanded facilities consisting of sixteen (16) classrooms and one (1) office space (as shown in Appendix 2) to SAUSD for the use of the MCHS Program inclusive of the classrooms that were constructed as part of the June 1<sup>st</sup>, 2001 Agreement between RSCCD and SAUSD. From time to time, and during the term of this Agreement, SAUSD may request the use of other facilities through the RSCCD facilities request procedure (Administrative Regulation AR 6601.1).
- 3.3.2. SAUSD Use of SAC Premises.** SAUSD will use the SAC premises only for the specific purposes of conducting the MCHS program thereon. SAUSD shall not modify or alter any part of the SAC Premises. However, if modifications or alterations to any part of the SAC Premises are necessary for conduct of the MCHS thereon, SAUSD shall notify SAC in writing of such required modifications or alterations. SAC will have the sole and exclusive discretion as to whether or not to complete the requested modifications or

alterations. If SAC elects to make modifications or alterations requested by SAUSD to the SAC Premises, such modifications or alterations will be completed only if mutual agreement is reached between SAUSD and SAC of the portion of costs to be borne by SAUSD and SAC at a mutually agreed upon split (50/50). SAUSD is liable to SAC for damage or destruction to the SAC premises, furniture, fixtures, equipment, or any portion thereof, reasonable wear and tear excepted. Upon the termination of this Agreement, SAUSD shall return the SAC Premises, furniture, fixtures, and/or equipment in the condition received, reasonable wear and tear excepted.

**3.3.3. SAC Premises Furnishings and Services.** SAUSD shall provide custodial/janitorial/landscaping, and low voltage data (internet, video, computer and phone) services and be responsible for maintenance and operations of the SAC Premises (inclusive of building interior, exterior, and adjacent building hardscape and landscape), excluding surveillance camera systems and all door key cores which shall be maintained and operated by SAC. SAC shall provide SAUSD with all necessary keys as needed to access the building and such keys shall be distributed through SAC Campus Safety. SAC shall provide natural gas, electrical power and HVAC utility services for the classrooms and office space dedicated for MCHS use. SAUSD shall provide all furnishings and equipment to be used by MCHS, including data/internet and phone services. SAC and SAUSD shall be responsible for a 50/50 cost sharing split for any construction or modifications related to the improvement of the MCHS facility upon mutual agreement between the parties. This would include any maintenance and improvements needed for utility infrastructure and the perimeter that is being constructed as part of this Agreement. All work shall be in accordance with Board Policy BP 6601 and Administrative Regulation AR 6601, the RSCCD Facility Modification and New Construction process.

**3.3.4. SAC Parking.** A valid student or daily parking permit is required to park motor vehicles in the SAC Parking Lots. All participating MCHS faculty, staff, students and/or visitors must purchase parking permits to park on the SAC Parking Lots. The use of SAC Parking Lots shall be subject to compliance with SAC parking and traffic regulations (AR 6750).

#### **4. SAFETY**

**4.1. Student Supervision.** SAUSD shall be responsible for supervising the conduct of MCHS students while at SAC during school hours and during MCHS events occurring outside of school hours. SAUSD shall also be responsible for the discipline of MCHS students. SAC shall report to the designated SAUSD Site Administrator any disciplinary action regarding MCHS student misconduct of which SAC receives notice and occurs on SAC premises and SAUSD shall notify the SAC Vice President of Student Services regarding any misconduct regarding an MCHS student that SAUSD receives notice and occurs on SAC premises. MCHS hours will be approximately from 7:55 am to 4:00 pm. SAC requires that students have an educational purpose to be on campus. MCHS students taking SAC courses will be allowed to participate in most SAC campus activities under general supervision of SAUSD personnel including use of the library, bookstore, Learning Resource Center, and other SAC facilities consistent with the educational purposes of MCHS students. SAUSD will provide parent/student orientation sessions prior to commencement of each school year to educate parents and students on the opportunities and safety issues of having underage students attend SAC.

**4.2. Student Discipline.** Students enrolled in MCHS are subject to the disciplinary policy

of SAUSD, which is written in the SAUSD Student/Parent handbook. In addition, MCHS students are also subject to SAC discipline policies and to all other relevant SAC policies at all times while on the SAC campus, including, without limitation, the SAC Student Code of Conduct. SAUSD will take appropriate disciplinary action in response to misconduct of MCHS students who are enrolled in SAC classes. SAC reserves the right to ask that the student be removed from SAC for Code of Conduct violations while on SAC premises. SAC will report misconduct of MCHS students to the (i) SAUSD Site Administrator; and (ii) SAC Vice President of Student Services, or their respective designees. SAC reserves the right to withdraw consent for a MCHS student to remain on the SAC campus if the student disrupts the orderly operation of the SAC campus, including Student Code of Conduct violations. If, in the professional judgment of the designated SAC Disciplinary Officer, a disciplinary violation warrants removal of a MCHS student from the SAC Campus, the Coordinator of Student Services at SAUSD will reassign the involved MCHS student to an alternate SAUSD school site.

- 4.3 MCHS Student Expectations.** It is acknowledged between the Parties that while both Parties desire to establish a safe and secure environment for all students, the SAC campus is primarily an open adult learning environment. While RSCCD and SAC will provide the same level of security to MCHS students that it provides to all SAC students, MCHS students taking courses at or moving throughout the SAC campus are expected to exhibit proper conduct, maturity, and responsibility to act safely on their own behalf. MCHS students, as well as all other SAC students, are expected to comply with the SAC Student Code of Conduct. To enhance the safe learning experience of MCHS students, SAUSD will provide designated areas for MCHS students to allow for safe and secure after-school gathering, studying, waiting for rides, or waiting for evening classes to begin. The Parties acknowledge that RSCCD and SAC assume no responsibility for the safety of MCHS students outside of the SAC Premises than it affords all other SAC students. It is expected that MCHS and parents of MCHS students have discussed the unique experience afforded MCHS students while maintaining a proper level of personal safety operating on a college campus.
- 4.4 MCHS Student Safety Education.** SAUSD shall ensure all MCHS students are aware of RSCCD/SAC policies concerning safety and security procedures, and are provided with copies of such procedures. SAUSD shall also develop a comprehensive safety plan for MCHS students and be primarily responsible for coordinating efforts for MCHS student safety and security while on the SAC campus. Throughout each school year, SAUSD shall maintain and employ periodic continuing education for MCHS students on safety precautions and protocols, including, but not limited to, education regarding self-awareness, avoiding unnecessary dangers, identifying social dangers and warning signs (which shall include techniques concerning how to interact with adult college students, avoidance of sexual situations on campus, and reporting of sexual assaults and other incidences), how to contact authorities for help and assistance, and how to properly identify and report unlawful behavior. SAUSD shall provide all parents of MCHS students with RSCCD/SAC policies concerning safety and security.
- 4.5 Emergency Procedures.** SAUSD must develop MCHS emergency response plans for the SAC premises that align with the SAC emergency response plans. The MCHS emergency plans must include procedures for evacuations, student reunification, procedures for lockdowns and for shelter in place and emergency

notifications to students, parents and to the proper SAUSD personnel. These plans must be shared with the SAC Campus Safety Office. MCHS students and staff will participate in SAC emergency drills that are scheduled for the Spring semester and Fall semesters. The requirement for SAUSD staff to be responsible for supervising MCHS students while at SAC during school hours extends to emergency situations. SAC and SAUSD will develop a plan that enables the on-site SAUSD safety officer from SAUSD to be able to communicate directly with the Campus Safety Staff at SAC during emergencies whether it be via cell phone or 2-way radio.

- 4.6 Security.** The security of people, equipment, and property located in MCHS classrooms and offices is the exclusive responsibility of MCHS and the SAUSD Safety Office. SAUSD Safety Office will coordinate with SAC Campus Safety and or Santa Ana Police Department to provide general law enforcement services. MCHS personnel will work through the SAUSD Safety Office for the purpose of contacting SAC Campus Safety Officers for the purpose of emergency and preparedness planning. SAC will supply keys to MCHS classrooms and offices to individuals authorized by the MCHS Site Administrator. MCHS faculty and staff will not loan, transfer, duplicate or use the keys in a manner inconsistent with the written rules on the key application. MCHS staff will advise SAC Campus Safety and Security whenever MCHS personnel leave the MCHS program and will be responsible for the return of keys to SAC Campus Safety and Security. MCHS faculty or staff will reimburse SAC for the cost of replacing or re-keying system locks, if either MCHS staff requests it or the loss of keys require it. SAC reserves the right to enter MCHS facilities for maintenance, custodial, and emergency services. SAC Campus Safety and SAC Facilities Services personnel have master keys for the MCHS premises.
- 4.7 Crime Reporting.** RSCCD/SAC has a reputation for maintaining safe campuses, where staff, students and faculty can work and study without fear for their personal safety or property. All crimes occurring on SAC property must be reported to SAC Campus Safety and Security. If crime reports are prepared by SAUSD, a copy must be forwarded to SAC Campus Safety and Security upon completion. SAC will prepare reports and disclosures required under the Clery Act. Disciplinary referrals will be reported by SAC to SAUSD and responsibility for reporting such referrals for Clery purposes will be with SAUSD, if reporting is required of SAUSD under the Clery Act. The Federal Student Right-to-Know, Crime Awareness and Campus Security requires colleges and universities to publish and distribute a report concerning campus crime statistics and security policies. MCHS students can access the Annual Report for Rancho Santiago Community College District via <https://www.rscdd.edu/Departments/Security-and-Public-Safety/Pages/crime-statistics.aspx>. SAC campus is accessible to individuals with varied backgrounds as they pursue their goals within higher education. Public information regarding sex offenders in California may be obtained by viewing the Megan's Law website. MCHS will include the crime awareness message in their Student/Parent Orientation.
- 4.8 Title IX Investigations -** Matters of Title IX investigations involving both RSCCD/SAC and SAUSD will be handled cooperatively between the appropriate RSCCD/SAC and SAUSD administrators and Title IX investigators. If either Party to this Agreement learns of a Title IX concern regarding one of their students or staff members and the other Party's student or staff members they will immediately notify the other Party and cooperate with the investigation.
- 4.9 Application and Orientation –** SAUSD staff will ensure all MCHS students are fully matriculated to the college prior to taking SAC courses including application and assessment. SAUSD will ensure that all students and parents are oriented to the MCHS program which will include disclaimers and responsibilities associated with minor students taking college credit classes with adult students.

## 5. DATA SHARING/OWNERSHIP

- 5.1. **FERPA.** When considering the dissemination of student data, all FERPA (Family Educational Rights and Privacy Act) guidelines will be followed by SAUSD, MCHS staff, and SAC. Parent initiated questions and concerns regarding college coursework and student performance will be handled through the MCHS office. Parents of MCHS students may not contact SAC staff directly. SAUSD will require that parents of MCHS enrolled students sign a parent agreement at the beginning of each academic school year, to prevent FERPA violation for SAC and SAUSD. The form and content of the parent agreement is subject to SAC review and acceptance.
- 5.2. **Grade Reporting.** SAC will provide the MCHS Site Administrator access to the students' grades in the college courses within one week after the course ends.

## 6. FUNDING AND EXPENSES

- 6.1. **Apportionment.** MCHS students shall receive college credit for all college classes offered by SAC. SAC and SAUSD shall each claim the attendance for their own course enrollment.
- 6.2. **Textbook and Instructional Materials.** Instructional material costs for the SAUSD courses will be covered 100% by SAUSD. Instructional material costs for the SAC courses which MCHS students are enrolled include the college-course textbooks, workbooks, lab fees and related student-course materials will be paid by SAUSD.
- 6.3. **Enrollment Fees.** SAC agrees to waive the enrollment fee for all concurrently enrolled SAUSD high school students attending SAUSD.
- 6.4. **Student Identification Cards.** MCHS students will possess two student identification cards as follows:
1. A card provided by MCHS connoting high school status; and
  2. A card provided by SAC to use at the bookstore, library and campus events.

## 7. INDEMNIFICATION AND INSURANCE

- 7.1. **Liability.** The Parties agree to allocate potential liability between themselves with the intent that SAUSD shall generally be responsible for the acts and omissions of its own employees and students, and RSCCD shall generally be responsible for the acts and omissions of its own employees and students, as specifically set forth below in Section 7.2, Mutual Indemnification.
- 7.2. **Mutual Indemnification**
- 7.2.1. **RSCCD Indemnity.** RSCCD agrees to defend, indemnify and hold SAUSD its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RSCCD, its officers, agents or employees. RSCCD shall not defend, indemnify or hold harmless SAUSD from any liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent, reckless, criminal, or intentional acts or omissions of any SAUSD employee, any student(s) or other third parties that may come on the SAC campus.
- 7.2.2. **SAUSD Indemnity.** SAUSD agrees to defend, indemnify and hold SAC and RSCCD, its officers, employees and agents harmless from and against any



and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SAUSD its officers, agents or employees. SAUSD shall not defend, indemnify or hold harmless RSCCD from any liability, loss, expense, attorneys' fees, or claims for injury or damages caused by or resulting from the negligent, reckless, criminal, or intentional acts or omissions of any SAC or RSCCD employee, any student(s) or other third parties that may come on the SAC campus.

- 8. INSURANCE.** Each Party, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
  - 8.1. General Liability.** General Liability Insurance (including broad form property damage and contractual liability) with limits of liability not less than two million dollars (\$2,000,000) each occurrence, and five million dollars (\$5,000,000) annual aggregate. Insurance afforded by the SAUSD commercial general liability policy shall be endorsed to provide coverage to RSCCD as an additional insured.
  - 8.2. Automobile Liability Insurance** with a limit liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired," and "non-owned" vehicles, or coverage for "any auto."
  - 8.3. Workers Compensation.** Workers' Compensation coverage limits shall be as required under California State law.
  - 8.4. Additional Insurance.** Such other insurance, as may be reasonably requested in writing by a Party, in such amounts which from time to time may be required by the mutual consent of SAUSD and RSCCD against other insurable risks relating to performance of this Agreement. SAUSD and RSCCD may, in their own respective discretion obtain such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the Agreement.
  - 8.5. Insurance and Limits of Liability.** It should be expressly understood, however, that the insurance coverages and limits required under this Section shall not in any way limit the liability of either Party.
- 9. AMENDMENT.** This Agreement may be amended only with the mutual consent of the Parties. All amendments must be in writing and must be approved by the Parties' respective governing Boards.
- 10. TERMINATION.** This Agreement may be terminated upon written notice by either Party as provided below. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct. Notification of termination must be submitted six (6) months prior to the beginning of the semester for which it will be in effect. The effective date of termination shall be the end of the then current academic year to avoid unreasonable disruption to both Parties and its students.
- 11. ASSIGNMENT.** Neither Party may assign or transfer any interests, rights, or obligations contained in this Agreement without the prior written consent of the other Party.

**12. NOTICES.** Notices of the Parties to the other shall be by United States Mail, postage fully prepaid or courier services. Notices by United States Mail are effective the third (3rd) working day after the postmark date. Notices by courier services are effective upon proof of delivery. Notices shall be delivered as follows:

SAUSD	SAC
Superintendent  Santa Ana Unified School District 1601 E Chestnut Ave Sana Ana, CA 92701	Vice Chancellor Business Operations/Fiscal Services Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706  Copy sent to: President Santa Ana College 1530 W. 17 <sup>th</sup> St. Santa Ana, CA 92706

**13. INCORPORATION OF RECITALS AND EXHIBITS.** All of the recitals set forth in this Agreement, and all of the exhibits attached to this Agreement, are by this reference incorporated in and made a part of this Agreement as though fully set forth herein.

**14. CONSTRUCTION.** The parties acknowledge that each party and its counsel have reviewed and revised (or has had an opportunity to review and revise) this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

**15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single

**16. ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes any and all other written or oral understanding. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement or its exhibits.

**17. CAPTIONS.** Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof, and in no way define, limit or prescribe the scope or intent of this Agreement or any provisions thereof.

**18. SEVERABILITY.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

- 19. FURTHER ASSURANCES.** Each party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.
- 20. NO THIRD-PARTY BENEFICIARIES.** The parties hereto acknowledge and agree that no provision in this Agreement may be enforced by any third party.
- 21. WARRANTY OF AUTHORITY.** The individuals executing this Agreement on behalf of RSCCD and SAUSD are authorized by RSCCD or SAUSD, as applicable, to execute this Agreement on behalf of RSCCD or SAUSD and to bind RSCCD and SAUSD to the terms hereof upon ratification/approval of this Agreement by the RSCCD and SAUSD Boards of Trustees.

The duly authorized representatives of the Parties sign this Agreement below.

Santa Ana Unified School District

Rancho Santiago Community College  
District

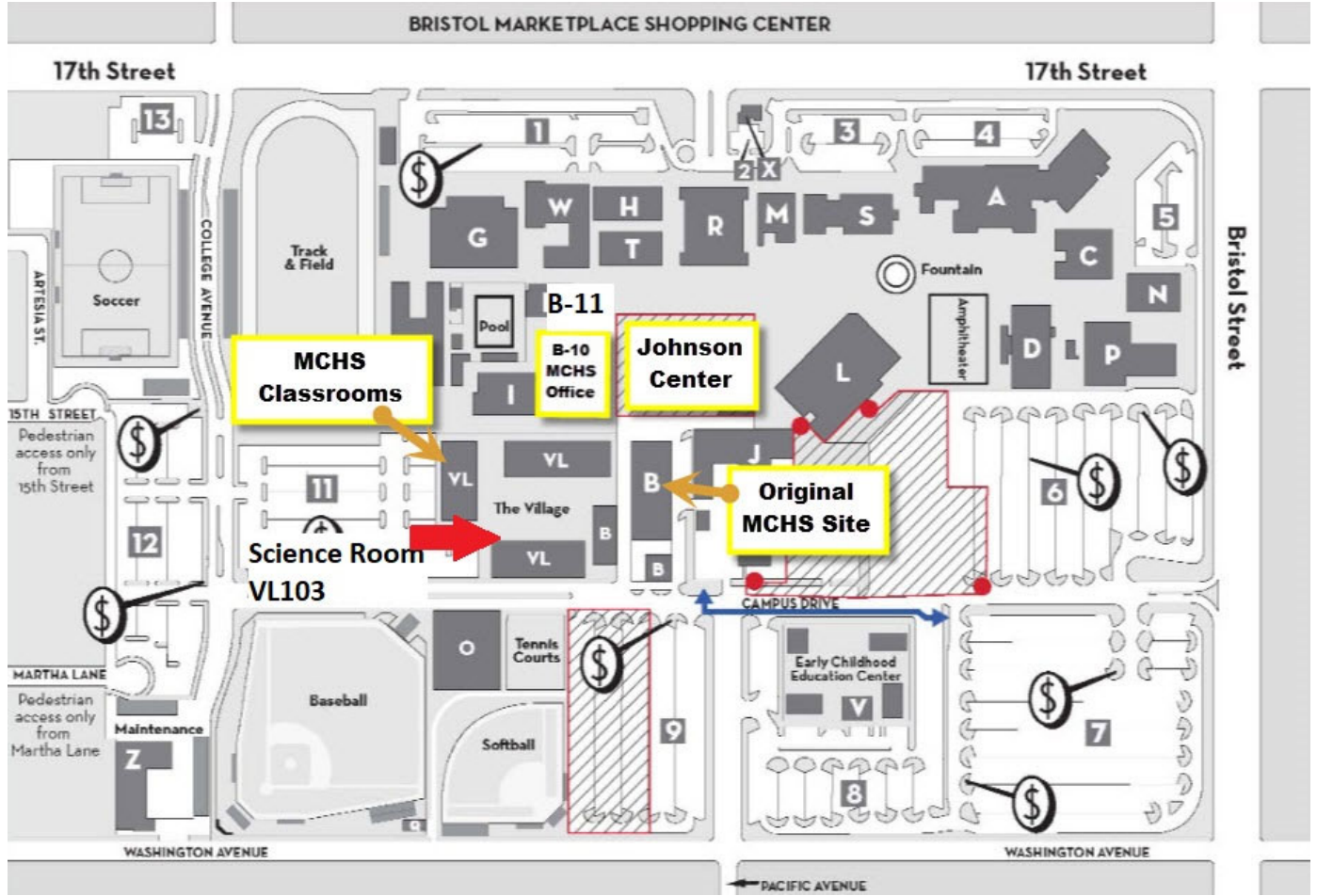
Jerry Almendarez  
Superintendent

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

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

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

## Appendix 1 2021-2022 Map and Room Utilization



### Room Utilization

VL-306	VL-305	VL-304	VL-303	VL-302	VL-301
VL-307	VL-308	VL-309	VL-310	VL-311	VL-312

V-103

MCHS  
Office

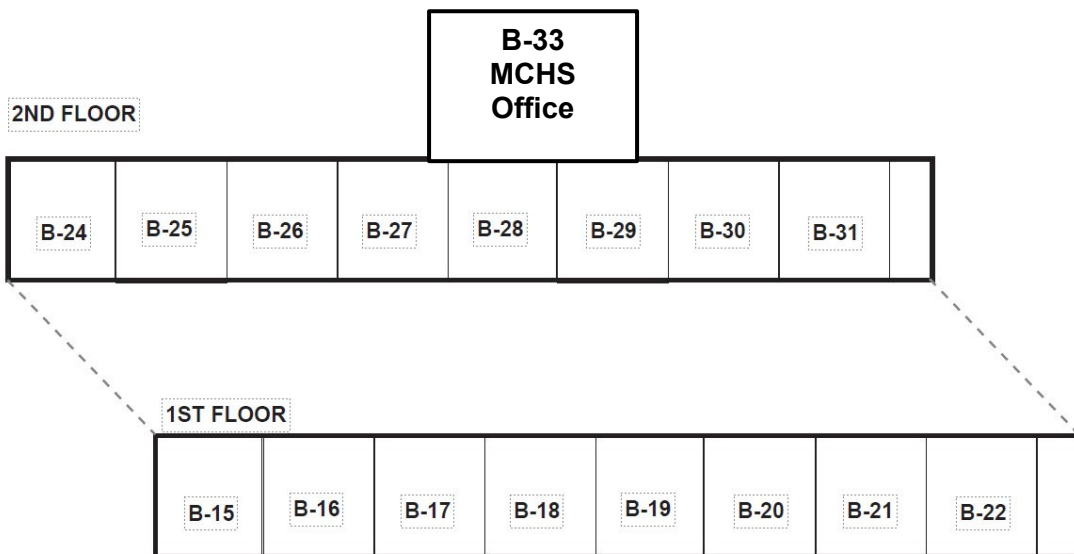
B-11

## Appendix 2 2022-2026 Map and Room Utilization



**MCHS Operational Area**

### Room Utilization



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

To: Board of Trustees	Date: June 21, 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 continue their collaboration by providing continued testing and related services for SAC’s staff, students, athletes and related personnel. The testing first began on Tuesday, February 16, 2021 under the original Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in association with Eastside Family Medical Associates, Inc. (“Agreement”), which was approved by the Rancho Santiago Community College District Board of Trustees at its February 22, 2021 meeting ([Find document here](#)).

**ANALYSIS**

SAC is requesting the Board ratify the new Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in association with Eastside Family Medical Associates, Inc. (“Second Agreement”), which was signed by Chancellor Martinez on June 16, 2021. The Second 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 Second Agreement shall be effective retroactively to June 5, 2021 and continue through July 12, 2021, unless terminated earlier pursuant to the terms and conditions. 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 Second 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: June 21, 2021
Prepared and Submitted by: Marvin Martinez, Chancellor, RSCCD	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

## AGREEMENT FOR COVID-19 TESTING SERVICES

This **AGREEMENT FOR COVID-19 TESTING SERVICES** (“Agreement”), dated as of June 5, 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 July 12, 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: \_\_\_\_\_  
Tel.: \_\_\_\_\_

Notice to Medica: Medica Test Group, Inc.  
Attention: Fred Flores  
3 Pointe Drive, Suite 107  
Brea, California 92821  
Email: \_\_\_\_\_  
Tel.: \_\_\_\_\_

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: \_\_\_\_\_

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of First Amendment to Educational Affiliation Agreement between Rancho Santiago Community College District and Interface Rehab, Inc.	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

The original Educational Affiliation Agreement with Interface Rehab, 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. The Agreement remains in effect until September 28, 2023. This First Amendment to Educational Affiliation Agreement between Rancho Santiago Community College District and Interface Rehab, Inc. (“Amendment”) addresses the name correction of the facility, and adding the phrase: “*Scope. This agreement pertains to all facilities owned and operated by Interface Rehab, Inc.*” It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the First Amendment to Educational Affiliation Agreement between Rancho Santiago Community College District and Interface Rehab, Inc., located in Placentia, California, as presented.

Fiscal Impact:	None	Board Date: June 21, 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	

**FIRST AMENDMENT TO EDUCATIONAL AFFILIATION AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND INTERFACE REHAB, INC.**

This First Amendment to Agreement is dated effective as of the later of 6/21/2021 or the date fully executed by both parties ("Effective Date") and is entered into by and between Rancho Santiago Community College District ("District"), and Interface Rehab, Inc.. (hereinafter called "Contractor").

District and Contractor entered into a certain Agreement originally dated effective September 28, 2018 (the "Agreement").

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

1. The opening paragraph of the original agreement incorrectly stated the name of the contractor as Interface Rehab, LLC. The opening paragraph will be amended to state the name of the contractor as Interface Rehab, Inc.
2. A new section will be added to the original agreement as follows:  
"Scope. This agreement pertains to all facilities owned and operated by Interface Rehab, Inc."
3. 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.
4. 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.
5. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

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

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

Rancho Santiago Community College District

BY: Jansen Vu  
Signature of Authorized Person

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

Print Name: Jansen Vu

Print Name: Adam M. O'Connor

Print Title: CFO

Title: Interim Vice Chancellor Bus Ops/Fiscal Services

Date: 04/26/2021

Date:

SAC-18-046-A

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Santiago Canyon College – Academic Affairs**

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of Proposed Revisions for the 2021 - 2022 Santiago Canyon College Catalog	
Action:	Request for Approval	

**BACKGROUND**

The attached memo is a summary of actions taken by the Santiago Canyon College Curriculum and Instruction Council during 2021. It includes new courses, course revisions, course deletions, and other curricula changes that will be reflected in the 2021 - 2022 Santiago Canyon College Catalog.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the proposed revisions for the 2021 - 2022 Santiago Canyon College Catalog.

Fiscal Impact:	None	Board Date: June 21, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Corinna Evett, Chair of the Curriculum and Instruction Council	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	



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CURRICULUM AND INSTRUCTION COUNCIL

DATE June 21, 2021

TO Jose Vargas, Interim President of Santiago Canyon College

FROM Corinna Evett, Chair of the Curriculum and Instruction Council  
Martin Stringer, Interim Vice President, Academic Affairs

RE **PROPOSED REVISIONS FOR THE 2021-2022 SANTIAGO CANYON COLLEGE CATALOG**

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

Santiago Canyon College's CIC is chaired by Darlene Diaz, Designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 17 faculty representatives (including the Chair of the Committee), an Articulation Officer, a Curriculum Specialist, and a student representative.

The changes initiated at Santiago Canyon College for the 2021-2022 Santiago Canyon College Catalog.

**GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A)**

No changes

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

No changes

**INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C)**

No changes

**NEW PROGRAMS, DEGREES, AND CERTIFICATES**

(See Attachment #1)

Three (3) new program control number will be requested from the California Community colleges Chancellor's Office for the upcoming academic year in accordance with California Code of Regulations §55130.

**REVISED PROGRAMS, DEGREES, AND CERTIFICATES**

(See Attachment #2)

Twelve (12) revised programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and recommendations from state agencies.

**DEACTIVATED PROGRAMS, DEGREES, AND CERTIFICATES**

No changes

**NEW COURSES**

(See Attachment #3)

Eight (8) new courses were approved due to new and/or expanded programs or major changes in the discipline.

**REVISED COURSES**

(See Attachment #4)

One-hundred and twenty-six (126) course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four-year schools and recommendations from advisory committees or state agencies.

**HONORS COURSES**

(See Attachment #5)

Four (4) honor course revisions were approved which reflected changes in title, units, hours, or content because of changes in requirements for four year schools and recommendations from advisory committees or state agencies.

**DEACTIVATED COURSES**

(See Attachment #6)

Five (5) courses were deactivated.

**DISTANCE EDUCATION OFFERINGS**

(See Attachment #7)

One-hundred and twenty-three (123) courses were separately reviewed and approved in accordance with California Code of Regulations §55206. These courses were designed with portions of the instruction, which the instructor and student are separated by distance and interact through the assistance of communication technology in lieu of face-to-face interaction.

**STAND ALONE**

No courses were proposed for Stand Alone status.

CC Craig Rutan, Academic Senate President, Santiago Canyon College  
Martin Stringer, Vice-President of Academic Affairs, Santiago Canyon College  
Corinna Evett, Chair of the Curriculum and Instruction Council, Santiago Canyon College  
Syed Rizvi, Vice-President of Student Services, Santiago Canyon College  
Jim Kennedy, Vice-President of Continuing Education, Orange Education Center  
Elizabeth Arteaga, Dean of Business and Career Education, Santiago Canyon College  
Jennifer Coto, Dean of Counseling and Student Support Services, Santiago Canyon College  
Aaron Voelcker, Dean of Institutional Effectiveness, Library & Learning Support, Santiago Canyon College  
Joanne Armstrong, Interim Dean of Arts, Humanities and Social Sciences, Santiago Canyon College  
Denise Bailey, Interim Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College  
Marilyn Flores, Interim President of Santa Ana College  
Jeffrey Lamb, Vice-President of Academic Affairs, Santa Ana College  
Monica Zarske, Academic Senate President, Santa Ana College  
Brian Sos, Chair of the Curriculum and Instruction Council, Santa Ana College



**NEW PROGRAMS, DEGREES, AND CERTIFICATES**

**Credit**

Chemistry, AS-UCTP  
Water System Automation, CA

**Noncredit**

Financial Advisor Preparation, CC

**REVISED PROGRAMS, DEGREES, AND CERTIFICATES**

**Credit**

Communication Studies, AA-T  
Construction Inspection, AS  
Construction Inspection, CA  
Construction Management, AS  
Construction Management, CA  
Environmental Management, AS  
Environmental Management, CA  
Liberal Arts: Mathematics and Sciences, AA  
Liberal Arts: Social and Behavioral Sciences, AA  
Social Work and Human Services, AA-T  
Sociology, AA-T

**Noncredit**

English as a Second Language Program, Certificate of Competency

**NEW COURSES**

**Credit**

Counseling 160A, The Helping Professions Seminar  
Counseling 160B, Fieldwork Experience for the Helping Professions  
Electronics Technology 110, DC Circuits  
Electronics Technology 120, AC Circuits  
Electronics Technology 130, Programmable Logic Controllers  
Kinesiology 170A, Basic Golf

**Noncredit**

Vocational: Business 160, Introduction to Financial Services  
Vocational: Business 161, Introduction to Bitcoin and Digital Assets

**REVISED COURSES****Credit**

Apprenticeship Operating Engineers 073A, Structural Steel/Welding  
 Apprenticeship Operating Engineers 073B, Structural Steel/Bolting  
 Biology 109H, Honors Fundamentals of Biology  
 Biology 109HL, Honors Fundamentals of Biology Laboratory  
 Cinema Studies 104, History of Film From 1945  
 Cinema Studies 105, Mass Media and Society  
 Cinema Studies 107, Great Directors  
 Cinema Studies 108, Film Genres  
 Cinema Studies 122, Screenwriting for Digital Media  
 Cinema Studies 130, Film Appreciation  
 Cinema Studies 150A, Film/TV Producing I  
 Cinema Studies 150B, Film/TV Producing II  
 Computer Information Systems 159, Introduction to iOS/iPhone Mobile App Development  
 Computer Information Systems 159, Introduction to iOS/iPhone Mobile App Development  
 Computer Information Systems 259, Advanced iOS/iPhone Mobile App Development  
 Computer Information Systems 259, Advanced iOS/iPhone Mobile App Development  
 Counseling 106, Inquiries Into Higher Education  
 Counseling 110, University Transfer Research  
 Counseling 111, Learning Skills Development  
 Criminal Justice 101, Introduction to Criminal Justice  
 Education 110, The Teaching Experience: Exploration  
 Education 220, Introduction to Secondary Teaching  
 Geography 101H, Honors Introduction to the Natural  
 History 101, World Civilizations to the 16th Century  
 Kinesiology 100, Introduction to Kinesiology  
 Kinesiology 101, First Aid and CPR  
 Kinesiology 102, Nutrition and Fitness  
 Kinesiology 104, Healthful Living  
 Kinesiology 109, Sport in US Society  
 Kinesiology 110, Women's Health Issues  
 Kinesiology 111, Sports Psychology  
 Kinesiology 119, Personal Fitness Evaluation  
 Kinesiology 125A, Basic Cardio Kickboxing  
 Kinesiology 125B, Intermediate Cardio Kickboxing  
 Kinesiology 126A, Basic Spin  
 Kinesiology 126B, Intermediate Spin  
 Kinesiology 127A, Basic Yoga  
 Kinesiology 127B, Intermediate Yoga  
 Kinesiology 127C, Advanced Yoga  
 Kinesiology 128A, Basic Tai Chi  
 Kinesiology 140A, Basic Circuit Weight Training  
 Kinesiology 140B, Intermediate Circuit Weight Training  
 Kinesiology 140C, Advanced Circuit Weight Training  
 Kinesiology 146B, Intermediate Strength  
 Kinesiology 146B, Intermediate Strength Training  
 Kinesiology 146C, Advanced Strength

**REVISED COURSES (Continued)****Credit**

Kinesiology 146C, Advanced Strength Training  
 Kinesiology 160A, Basic Basketball  
 Kinesiology 160B, Intermediate Basketball  
 Kinesiology 163A, Basic Indoor Soccer  
 Kinesiology 168A, Basic Volleyball  
 Kinesiology 168B, Intermediate Volleyball  
 Kinesiology 185A, Basic Swimming  
 Kinesiology 185B, Intermediate Swimming  
 Kinesiology 185C, Advanced Swimming  
 Kinesiology 200, Conditioning for Athletes-Men  
 Kinesiology 201, Conditioning for Athletes-Co-Ed  
 Kinesiology 202, Conditioning for Athletes-Women  
 Kinesiology 203, Speed and Agility-Men  
 Kinesiology 204, Speed and Agility-Women  
 Kinesiology 240, Basketball Team- Men  
 Kinesiology 241, Basketball Team- Women  
 Kinesiology 242, Basketball Team Off-Season Men  
 Kinesiology 245, Volleyball Team- Men  
 Kinesiology 246, Volleyball Team- Women  
 Kinesiology 247, Volleyball Team Off-Season - Men  
 Kinesiology 248, Volleyball Team Off-Season - Women  
 Kinesiology 255, Cross Country Team-Men  
 Kinesiology 256, Cross Country Team-Women  
 Kinesiology 257, Cross Country Team-Off Season  
 Kinesiology 270, Soccer Team- Men  
 Kinesiology 271, Soccer Team- Women  
 Kinesiology 272, Soccer Team Off Season-Men  
 Kinesiology 273, Soccer Team Off Season-Women  
 Kinesiology 274, Theory of Soccer  
 Kinesiology 281, Softball Team-Women  
 Kinesiology 283, Softball Team Off Season-Women  
 Kinesiology 284, Theory of Softball  
 Mathematics 219, Statistics and Probability  
 Mathematics 219H, Honors Statistics and Probability  
 Mathematics 220, Statistics and Probability with Integrated Review  
 Mathematics 280, Intermediate Calculus  
 Nutrition & Food 115, Nutrition  
 Nutrition & Food 120, Food and Culture  
 Philosophy 106H, Honors Introduction to Philosophy  
 Spanish 194, Beginning Conversational Spanish  
 Survey/Mapping Sciences 205, Computer Aided Drafting Fundamentals For Surveyors  
 Survey/Mapping Sciences 222, Advanced Problems in Surveying II  
 Survey/Mapping Sciences 229, Legal Aspects of Land Surveying I  
 Surveying/Mapping Sciences 221, Advanced Problems in Surveying I  
 Water Utility Science 063, Electrical Wiring and Controls for Operators

**REVISED COURSES (Continued)****Noncredit**

Substantial Disabilities 200, Issues and Concepts for Adults With Developmental Disabilities  
 Substantial Disabilities 787, Employment Preparation for Adults with Developmental Disabilities  
 Substantial Disabilities 788, Independent Living Skills for Adults with Developmental Disabilities  
 Substantial Disabilities 793, Physical Activities for Adults with Developmental Disabilities  
 Vocational: Business 010, Introduction to Web Design using Adobe Dreamweaver  
 Vocational: Business 013, Introduction to Personal Management using Microsoft Outlook  
 Vocational: Business 014, Introduction to Mobile and Social Media Tools  
 Vocational: Business 030, How to Build a Home-Based Business  
 Vocational: Business 040, Accounting for Non-Accountants  
 Vocational: Business 096, Introduction to Use of Digital Cameras  
 Vocational: Business 097, Introduction to Personal Commerce on the Internet  
 Vocational: Business 101, Introduction to 3D Modeling using Blender  
 Vocational: Business 102, Introduction to Desktop Publishing using Adobe InDesign  
 Vocational: Business 103, Introduction to MS Project  
 Vocational: Business 105, Introduction to 3D Animation using Blender  
 Vocational: Business 107, Seminar in Adobe Tools  
 Vocational: Business 109, Introduction to Desktop Video Editing using Adobe Premiere  
 Vocational: Business 117, Introduction to Document Processing using Adobe Acrobat  
 Vocational: Business 118, Microsoft Windows Overview  
 Vocational: Business 119, Introduction to Keyboarding and Basic Windows  
 Vocational: Business 120, Introduction to Animations using Adobe Animate  
 Vocational: Business 121, Introduction to Computer Software Applications  
 Vocational: Business 130, Introduction to 3D Printing  
 Vocational: Business 140, Introduction to Google Applications for Work  
 Vocational: Business 150, Introduction to Digital Marketing  
 Vocational: Business 152, Introduction to Digital Marketing Analytics  
 Vocational: Business 242, Introduction to Vector Graphics using Adobe Illustrator  
 Vocational: Business 257, Seminar in Business Applications  
 Vocational: Business 258, Navigating the Internet  
 Vocational: Business 260, Introduction to Word Processing using MS Word  
 Vocational: Business 262, Introduction to Spreadsheets using MS Excel  
 Vocational: Business 302, Introduction to Web Page Development using HTML  
 Vocational: Business 303, Introduction to Electronic Imaging using Adobe Photoshop  
 Vocational: Medical 090, Introduction to Medical Coding  
 Workforce Preparation 005, Safety on the Job  
 Workforce Preparation 009, Beginning Computers  
 Workforce Preparation 016, Long Term Competitive Employment Training

**HONORS COURSES**

**Credit**

Biology 109H, Honors Fundamentals of Biology  
Biology 109HL, Honors Fundamentals of Biology Laboratory  
Geography 101H, Honors Introduction to the Natural  
Philosophy 106H, Honors Introduction to Philosophy

**Noncredit**

None

**DEACTIVATED COURSES**

**Credit**

None

**Noncredit**

English as a Second Language 430, Beginning ESL 3 (ESL Integrated)

English as a Second Language 460, Intermediate ESL 1

English as a Second Language 470, Intermediate ESL 2

English as a Second Language 480, Intermediate ESL 3

Spanish N51, Spanish for Public Personnel



**DISTANCE EDUCATION OFFERINGS****Credit**

Biology 109H, Honors Fundamentals of Biology  
 Biology 109HL, Honors Fundamentals of Biology Laboratory  
 Cinema Studies 104, History of Film From 1945  
 Cinema Studies 105, Mass Media and Society  
 Cinema Studies 107, Great Directors  
 Cinema Studies 108, Film Genres  
 Cinema Studies 122, Screenwriting for Digital Media  
 Cinema Studies 130, Film Appreciation  
 Cinema Studies 150A, Film/TV Producing I  
 Cinema Studies 150B, Film/TV Producing II  
 Counseling 106, Inquiries Into Higher Education  
 Counseling 110, University Transfer Research  
 Counseling 111, Learning Skills Development  
 Counseling 160A, The Helping Professions Seminar  
 Counseling 160B, Fieldwork Experience for the Helping Professions  
 Criminal Justice 101, Introduction to Criminal Justice  
 Disabilities Substantial Disabilities 793, Physical Activities for Adults with Developmental Disabilities  
 Education 110, The Teaching Experience: Exploration  
 Education 220, Introduction to Secondary Teaching  
 Electronics Technology 110, DC Circuits  
 Electronics Technology 120, AC Circuits  
 Electronics Technology 130, Programmable Logic Controllers  
 Geography 101H, Honors Introduction to the Natural  
 History 101, World Civilizations to the 16th Century  
 Kinesiology 100, Introduction to Kinesiology  
 Kinesiology 101, First Aid and CPR  
 Kinesiology 102, Nutrition and Fitness  
 Kinesiology 104, Healthful Living  
 Kinesiology 109, Sport in US Society  
 Kinesiology 110, Women's Health Issues  
 Kinesiology 111, Sports Psychology  
 Kinesiology 119, Personal Fitness Evaluation  
 Kinesiology 125A, Basic Cardio Kickboxing  
 Kinesiology 125B, Intermediate Cardio Kickboxing  
 Kinesiology 126A, Basic Spin  
 Kinesiology 126B, Intermediate Spin  
 Kinesiology 127A, Basic Yoga  
 Kinesiology 127B, Intermediate Yoga  
 Kinesiology 127C, Advanced Yoga  
 Kinesiology 128A, Basic Tai Chi  
 Kinesiology 140A, Basic Circuit Weight Training  
 Kinesiology 140B, Intermediate Circuit Weight Training  
 Kinesiology 140C, Advanced Circuit Weight Training  
 Kinesiology 160A, Basic Basketball  
 Kinesiology 160B, Intermediate Basketball

**DISTANCE EDUCATION OFFERINGS (Continued)****Credit**

Kinesiology 163A, Basic Indoor Soccer  
 Kinesiology 168A, Basic Volleyball  
 Kinesiology 168B, Intermediate Volleyball  
 Kinesiology 170A, Basic Golf  
 Kinesiology 185A, Basic Swimming  
 Kinesiology 185B, Intermediate Swimming  
 Kinesiology 185C, Advanced Swimming  
 Kinesiology 200, Conditioning for Athletes-Men  
 Kinesiology 201, Conditioning for Athletes-Co-Ed  
 Kinesiology 202, Conditioning for Athletes-Women  
 Kinesiology 203, Speed and Agility-Men  
 Kinesiology 204, Speed and Agility-Women  
 Kinesiology 240, Basketball Team- Men  
 Kinesiology 241, Basketball Team- Women  
 Kinesiology 242, Basketball Team Off-Season Men  
 Kinesiology 245, Volleyball Team- Men  
 Kinesiology 246, Volleyball Team- Women  
 Kinesiology 247, Volleyball Team Off-Season - Men  
 Kinesiology 248, Volleyball Team Off-Season - Women  
 Kinesiology 255, Cross Country Team-Men  
 Kinesiology 256, Cross Country Team-Women  
 Kinesiology 257, Cross Country Team-Off Season  
 Kinesiology 270, Soccer Team- Men  
 Kinesiology 271, Soccer Team- Women  
 Kinesiology 272, Soccer Team Off Season-Men  
 Kinesiology 273, Soccer Team Off Season-Women  
 Kinesiology 274, Theory of Soccer  
 Kinesiology 281, Softball Team-Women  
 Kinesiology 283, Softball Team Off Season-Women  
 Kinesiology 284, Theory of Softball  
 Mathematics 280, Intermediate Calculus  
 Nutrition & Food 115, Nutrition  
 Nutrition & Food 120, Food and Culture  
 Philosophy 106H, Honors Introduction to Philosophy  
 Spanish 194, Beginning Conversational Spanish  
 Water Utility Science 063, Electrical Wiring and Controls for Operators

**DISTANCE EDUCATION OFFERINGS (Continued)****Noncredit**

Substantial Disabilities 200, Issues and Concepts for Adults With Developmental  
 Substantial Disabilities 787, Employment Preparation for Adults with Developmental  
 Substantial Disabilities 788, Independent Living Skills for Adults with Developmental  
 Survey/Mapping Sciences 205, Computer Aided Drafting Fundamentals For Surveyors  
 Survey/Mapping Sciences 222, Advanced Problems in Surveying II  
 Survey/Mapping Sciences 229, Legal Aspects of Land Surveying I  
 Surveying/Mapping Sciences 221, Advanced Problems in Surveying I  
 Vocational: Business 010, Introduction to Web Design using Adobe Dreamweaver  
 Vocational: Business 013, Introduction to Personal Management using Microsoft Outlook  
 Vocational: Business 014, Introduction to Mobile and Social Media Tools  
 Vocational: Business 030, How to Build a Home-Based Business  
 Vocational: Business 040, Accounting for Non-Accountants  
 Vocational: Business 096, Introduction to Use of Digital Cameras  
 Vocational: Business 097, Introduction to Personal Commerce on the Internet  
 Vocational: Business 101, Introduction to 3D Modeling using Blender  
 Vocational: Business 102, Introduction to Desktop Publishing using Adobe InDesign  
 Vocational: Business 103, Introduction to MS Project  
 Vocational: Business 105, Introduction to 3D Animation using Blender  
 Vocational: Business 107, Seminar in Adobe Tools  
 Vocational: Business 109, Introduction to Desktop Video Editing using Adobe Premiere  
 Vocational: Business 117, Introduction to Document Processing using Adobe Acrobat  
 Vocational: Business 118, Microsoft Windows Overview  
 Vocational: Business 119, Introduction to Keyboarding and Basic Windows  
 Vocational: Business 120, Introduction to Animations using Adobe Animate  
 Vocational: Business 121, Introduction to Computer Software Applications  
 Vocational: Business 130, Introduction to 3D Printing  
 Vocational: Business 140, Introduction to Google Applications for Work  
 Vocational: Business 150, Introduction to Digital Marketing  
 Vocational: Business 152, Introduction to Digital Marketing Analytics  
 Vocational: Business 160, Introduction to Financial Services  
 Vocational: Business 161, Introduction to Bitcoin and Digital Assets  
 Vocational: Business 242, Introduction to Vector Graphics using Adobe Illustrator  
 Vocational: Business 257, Seminar in Business Applications  
 Vocational: Business 258, Navigating the Internet  
 Vocational: Business 260, Introduction to Word Processing using MS Word  
 Vocational: Business 262, Introduction to Spreadsheets using MS Excel  
 Vocational: Business 302, Introduction to Web Page Development using HTML  
 Vocational: Business 303, Introduction to Electronic Imaging using Adobe Photoshop  
 Vocational: Medical 090, Introduction to Medical Coding  
 Workforce Preparation 005, Safety on the Job  
 Workforce Preparation 009, Beginning Computers  
 Workforce Preparation 016, Long Term Competitive Employment Training

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: June 21, 2021
Re: Approval of 2021-2022 California/Nevada Training Trust Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with California/Nevada Training Trust Joint Apprenticeship and Training Committee (CAL/NEVA). The CAL/NEVA is a formal training program for students. The purpose for these programs is to provide entry to journey level skills training to the California/Nevada Training Trust Joint Apprenticeship and Training Committee workforce in the technical, vocational and trades occupations.

**ANALYSIS**

Through this Cost Agreement, RSCCD-SCC will partner with CAL/NEVA to train students to become Power Lineman. Per California Education Code, Section 8150, with respect to the Related and Supplemental Instruction (RSI) Formula, RSCCD-SCC will receive \$6.44 per student attendance hour. Per the formula, the revenue will be split 80% to CAL/NEVA (not to exceed \$462,732) and 20% to RSCCD-SCC. The student attendance hours are reported separately from the traditional FTES calculations. At the conclusion of the apprenticeship program, students are eligible to apply and receive a Certificate of Achievement and/or an Associate of Science Degree in Power Lineman. The agreement outlines the roles and responsibilities of each party and covers the period of July 1, 2021 through June 30, 2022.

**RECOMMENDATION**

It is recommended the Board approve the 2021-2022 California/Nevada Training Trust Master Cost Agreement as presented.

Fiscal Impact:	Approximately \$96,402 Revenue	Board Date: June 21, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CALIFORNIA/NEVADA TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2021, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the CALIFORNIA/NEVADA TRAINING TRUST, hereinafter referred to as CAL/NEVA:

WITNESSETH:

It is the intent of RSCCD and CAL/NEVA to enter into an agreement whereby RSCCD will reimburse CAL/NEVA for all instructional materials and curriculum development used by and for RSCCD indentured power linemen apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice power lineman in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, CAL/NEVA is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and CAL/NEVA desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

## ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice power linemen duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and CAL/NEVA's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the CAL/NEVA under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by CAL/NEVA.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

## ARTICLE III - RESPONSIBILITIES OF CAL/NEVA

### A. Instruction and Curriculum

1. CAL/NEVA shall provide instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
2. CAL/NEVA shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. CAL/NEVA shall provide clerical support to maintain training records.
4. CAL/NEVA instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
5. CAL/NEVA shall provide funds for and administer one (1) instructor workshop annually.
6. CAL/NEVA shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

### B. Facilities, Equipment and Supplies

1. CAL/NEVA shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, CAL/NEVA will be responsible for the maintenance of these facilities.

2. CAL/NEVA shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. CAL/NEVA shall provide instructional supplies and materials.

#### ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2021) and will continue until the end of the fiscal year (June 30, 2022), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by CAL/NEVA and performing services for their training committee shall be solely employees of CAL/NEVA. CAL/NEVA will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay CAL/NEVA an amount equal to eighty percent (80%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the California/Nevada Training Trust, 9846 Limonite Ave., Riverside, CA 92509, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. 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. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College  
Business & Career Education Office  
8045 E. Chapman Avenue  
Orange, CA 92869

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

To CAL/NEVA: California/Nevada Training Trust  
9846 Limonite Ave.  
Riverside, CA 92509  
ATTN: Don Jamison, Director  
Phone: (951) 685-8658 ext. 14  
Email: djamison@calnevjatc.org

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
  
6. Each party shall maintain and secure comprehensive general liability and property damage insurance 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. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
  
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
  
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - a. Emergency conditions resulting from acts of God.
  - b. Non-performance of the terms of this Agreement.
  
9. RSCCD agrees to provide CAL/NEVA with records indicating attendance, income and expenditure data.
  
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

CALIFORNIA/NEVADA TRAINING TRUST

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

\_\_\_\_\_  
Don Jamison  
Director

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

Approved by Governing Board,

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



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College – Business &amp; Career Education

To: Board of Trustees	Date: June 21, 2021
Re: Approval of 2021-2022 JTS Services Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with JTS Services. Cosmetology is one of the apprenticeship programs the college offers students in preparation for the California Department of Consumer Affairs, Board of Barbering and Cosmetology license.

**ANALYSIS**

Through this Cost Agreement, RSCCD-SCC will partner with JTS Services to train students to become Cosmeticians. Per California Education Code, Section 8150, with respect to the Related and Supplemental Instruction (RSI) Formula, RSCCD-SCC will receive \$6.44 per student attendance hour. Per the formula, the revenue will be split 80% to JTS Services (not to exceed \$7,658) and 20% to RSCCD-SCC. The student attendance hours are reported separately from the traditional FTES calculations. At the conclusion of the apprenticeship program, students receive a Certificate of Achievement in Cosmetology making them eligible for state licensure. The agreement outlines the roles and responsibilities of each party and covers the period of July 1, 2021 through June 30, 2022.

**RECOMMENDATION**

It is recommended the Board approve the 2021-2022 JTS Services Master Cost Agreement as presented.

Fiscal Impact:	Approximately \$1,596 Revenue	Board Date: June 21, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**AND**

**JTS SERVICES TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2021, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the JTS SERVICES, hereinafter referred to as JTS:

WITNESSETH:

It is the intent of RSCCD and JTS to enter into an agreement whereby RSCCD will reimburse JTS for all instructional materials and curriculum development used by and for RSCCD indentured cosmetology apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the cosmetology apprentice in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, JTS has established a "unilateral apprenticeship training committee" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and JTS desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

## ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for cosmetology apprentices duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and JTS's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the JTS under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished JTS
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

## ARTICLE III - RESPONSIBILITIES OF JTS

### A. Instruction and Curriculum

1. JTS shall provide instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
2. JTS shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. JTS shall provide clerical support to maintain training records.
4. JTS instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
5. JTS shall provide funds for and administer one (1) instructor workshop annually.
6. JTS shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

### B. Facilities, Equipment and Supplies

1. JTS shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, JTS will be responsible for the maintenance of these facilities.

2. JTS shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. JTS shall provide instructional supplies and materials.

#### ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2021) and will continue until the end of the fiscal year (June 30, 2022), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by JTS and performing services for their training committee shall be solely employees of JTS. JTS will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay JTS an amount equal to eighty percent (80%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the JTS Services, 1905 E. 17<sup>th</sup> St., #316, Santa Ana, CA, 92705, within sixty (60) days of receipt of final positive attendance hours and grades each semester.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. 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. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College  
Business & Career Education Office  
8045 E. Chapman Avenue  
Orange, CA 92869

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

To JTS: JTS Services  
1905 E. 17<sup>th</sup> St., #316  
Santa Ana, CA 92705  
ATTN: John Sanders, Administrator  
Office: (714) 542-4000  
Email: js2008197@gmail.com

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
  
6. Each party shall maintain and secure comprehensive general liability and property damage insurance 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. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
  
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
  
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - a. Emergency conditions resulting from acts of God.
  - b. Non-performance of the terms of this Agreement.
  
9. RSCCD agrees to provide JTS with records indicating attendance, income and expenditure data.
  
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

JTS SERVICES

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

\_\_\_\_\_  
John Sanders  
Chair, Cosmetology Apprenticeship

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

Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business & Career Education

To: Board of Trustees	Date: June 21, 2021
Re: Approval of 2021-2022 Metropolitan Water District of Southern California Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with the Metropolitan Water District (MWD) Joint Apprenticeship & Training Committee (JATC). Metropolitan’s Apprenticeship Mechanical and Electrical Operations Technician Programs are formal structured training programs developed by MWD in collaboration with Santiago Canyon College. The purpose for these programs is to provide entry to journey level skills training to Metropolitan’s workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to apply and receive Certificates of Achievement and Associate of Science Degrees in Maintenance Mechanic & Electrician.

**ANALYSIS**

Through this Cost Agreement, RSCCD-SCC will partner with the MWD JATC to train students to become Maintenance Mechanics and Electricians. Per California Education Code, Section 8150, with respect to the Related and Supplemental Instruction (RSI) Formula, RSCCD-SCC will receive \$6.44 per student attendance hour. Per the formula, the revenue will be split 80% to MWD JATC (not to exceed \$47,966) and 20% to RSCCD-SCC. The student attendance hours are reported separately from the traditional FTES calculations. At the conclusion of the apprenticeship program, students are eligible to apply and receive a Certificate of Achievement and/or an Associate of Science Degree in Maintenance Mechanic or Electrician. The agreement outlines the roles and responsibilities of each party and covers the period of July 1, 2021 through June 30, 2022

**RECOMMENDATION**

It is recommended the Board approve the 2021-2022 Metropolitan Water District of Southern California Master Cost Agreement as presented.

Fiscal Impact:	Approximately \$9,993 Revenue	Board Date: June 21, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

This Agreement made and entered into this 1st day of July, 2021, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT hereinafter referred to as RSCCD, and METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, hereinafter referred to as MWD:

WITNESSETH:

It is the intent of RSCCD and MWD to enter into an agreement whereby RSCCD will reimburse MWD for instructional materials and curriculum development used by and for RSCCD indentured maintenance mechanic apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice maintenance mechanic in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, MWD has established a “joint apprenticeship training committee” (JATC) and “local apprenticeship program sponsor” within the meaning of California Education Code Section 8150 et seq and California Labor Code Section 3074, and

Whereas, RSCCD and MWD desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice maintenance mechanics duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and MWD's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the MWD under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the activities of the instructional staff furnished by MWD.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.
5. RSCCD will be responsible to secure related instruction funding for this program.

ARTICLE III - RESPONSIBILITIES OF MWD

A. Instruction and Curriculum

1. MWD shall provide instructor manuals and other teaching aids necessary to instruct the classes.
2. MWD shall monitor the students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and the State of California.
3. MWD shall provide clerical support to maintain training records.
4. MWD instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
5. MWD shall provide funds for and administer one (1) instructor workshop annually.
6. MWD shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors. They will assist the instructors in the restoring of the shop areas to a neat and orderly condition and in the return of tools, equipment and surplus materials to the proper storage areas after classes.

B. Facilities, Equipment and Supplies



1. MWD shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, MWD will be responsible for the maintenance of these facilities.
2. MWD shall provide, install, and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. MWD shall provide instructional supplies and materials.

#### ARTICLE IV - GENERAL PROVISIONS

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2021) and will continue until the end of the fiscal year (June 30, 2022) unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by MWD and performing services for MWD shall be solely employees of MWD and not employees of RSCCD. MWD shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay MWD an amount equal to eighty percent (80%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Metropolitan Water District, 700 N. Alameda St., Los Angeles, CA 90012, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all responsibility for the submission and accuracy of positive hours of attendance to the State of California.
- D. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. 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. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College  
Business & Career Education Office  
8045 E. Chapman Avenue  
Orange, CA 92869

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

To MWDJATC: Metropolitan Water District  
Apprenticeship Program  
33752 Newport Road  
Winchester, CA 92596  
ATTN: Melissa, Wassenaar, Training Administrator  
Phone: (951) 926-7013  
Email: mwassenaar@mwdh2o.com

- E. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
- F. Each party shall maintain and secure comprehensive general liability and property damage insurance 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. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
- G. This Agreement and the rights and duties there under shall not be assigned in whole or in part without the written consent of both said parties.
- H. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - 1. Emergency conditions resulting from acts of God.
  - 2. Non-performance of the terms of this Agreement.
- I. RSCCD agrees to provide MWD with monthly accumulative reports indicating attendance, income and expenditure data.
- J. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

METROPOLITAN WATER DISTRICT OF  
SOUTHERN CALIFORNIA

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

\_\_\_\_\_  
James F. Green  
Group Manager, Water System Operations

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

Approved by Governing Board

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Marcia L. Scully, General Counsel

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: June 21, 2021
Re: Approval of 2021-2022 Operating Engineers Training Trust JATC Master Cost Agreement	
Action: Request Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with the Operating Engineers Training Trust Joint Apprenticeship and Training Committee (OEJATC). The Operating Engineers Training Trust JATC is a formal training program for the heavy-duty repairers, heavy equipment operators, and plant equipment/rock, sand and gravel and special inspector engineer students. The purpose for these programs is to provide entry to journey level skills training to the Operating Engineers Training Trust JATC workforce in the technical, vocational and trades occupations.

**ANALYSIS**

Through this Cost Agreement, RSCCD-SCC will partner with the OEJATC to train students to become Heavy-duty Repairers and Heavy Equipment Operators. Per California Education Code, Section 8150, with respect to the Related and Supplemental Instruction (RSI) Formula, RSCCD-SCC will receive \$6.44 per student attendance hour. Per the formula, the revenue will be split 80% to OEJATC (not to exceed \$604,615) and 20% to RSCCD-SCC. The student attendance hours are reported separately from the traditional FTES calculations. At the conclusion of the apprenticeship program, students are eligible to apply and receive a Certificate of Achievement and/or an Associate of Science Degree in Heavy-Duty Repairers, Heavy Equipment Operators, Plant Equipment/Rock, Sand and Gravel and Special Inspector Engineer. The agreement outlines the roles and responsibilities of each party and covers the period of July 1, 2021 through June 30, 2022.

**RECOMMENDATION**

It is recommended the Board approve the 2021-2022 Operating Engineers Training Trust JATC Master Cost Agreement as presented.

Fiscal Impact:	Approximately \$125,961 Revenue	Board Date: June 21, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
OPERATING ENGINEERS TRAINING TRUST JATC**

This Agreement, made and entered into this 1st day of July, 2021, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the OPERATING ENGINEERS TRAINING TRUST JATC, hereinafter referred to as OETTJATC:

WITNESSETH:

It is the intent of RSCCD and OETTJATC to enter into an agreement whereby RSCCD will reimburse OETTJATC for all instructional materials and curriculum development used by and for RSCCD indentured operating engineer apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice operating engineers in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, OETTJATC is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and OETTJATC desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will provide courses in related instruction for apprentice and journeymen operating engineers duly registered with RSCCD.
2. RSCCD shall arrange for utilizing the instructional staff employed by the OETTJATC under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by OETTJATC.
3. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF OETTJATC

A. Instruction and Curriculum

1. OETTJATC will conduct classes and related instruction for apprentice and journeymen operating engineers duly registered with RSCCD.
2. OETTJATC will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD curriculum and the OETTJATC training committee standards.
3. OETTJATC shall provide manuals, instructional supplies, and other teaching aids necessary to instruct classes.
4. OETTJATC shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
5. OETTJATC shall provide clerical support to maintain training records.
6. OETTJATC instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.
7. OETTJATC shall provide funds for and administer one (1) instructor workshop annually.
8. OETTJATC shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities, Equipment and Supplies

1. OETTJATC shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, OETTJATC will be responsible for the maintenance of these facilities.
2. OETTJATC shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. OETTJATC shall provide instructional supplies and materials.

#### ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2021) and will continue until the end of the fiscal year (June 30, 2022), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OETTJATC and performing services for their training committee shall be solely employees of OETTJATC. OETTJATC will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OETTJATC an amount equal to eighty percent (80%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Operating Engineers JATC, 2190 S. Pellissier Place, Whittier, CA 90601, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. 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. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College  
Business & Career Education Office  
8045 E. Chapman Avenue  
Orange, CA 92869

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

To OETTJATC: Operating Engineers JATC  
2190 S. Pellissier Place  
Whittier, CA 90601  
ATTN: Larry Hopkins, Director of Training  
Phone: (562) 695-0611  
Email: lhopkins@oett.net

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance 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. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - a. Emergency conditions resulting from acts of God.
  - b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide OETTJATC with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

OPERATING ENGINEERS JATC

---

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

---

Larry Hopkins  
Administrator

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



Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: June 21, 2021
Re: Approval of the 2021-2022 Orange County Electrical Training Trust Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

The Rancho Santiago Community College Districts-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with Orange County Electrical Training Trust (OCETT), Joint Apprenticeship and Training Committee (JATC). The Orange County Electrical Training Trust is a formal training program for the electrical, transportation and telecommunication students. The purpose for these programs is to provide entry to journey level skills training to the Orange County Electrical Training Trust workforce in the technical, vocational and trades occupations.

**ANALYSIS**

Through this Cost Agreement, RSCCD-SCC will partner with the OCETT to train students to become Electricians. Per California Education Code, Section 8150, with respect to the Related and Supplemental Instruction (RSI) Formula, RSCCD-SCC will receive \$6.44 per student attendance hour. Per the formula, the revenue will be split 80% to OCETT (not to exceed \$513,922) and 20% to RSCCD-SCC. The student attendance hours are reported separately from the traditional FTES calculations. At the conclusion of the apprenticeship program, students are eligible to apply and receive a Certificate of Achievement and/or an Associate of Science Degree in Electrical-Industrial, Intelligent Transportation, Sound Installer and Sound Technician. The agreement outlines the roles and responsibilities of each party and covers the period of July 1, 2021 through June 30, 2022.

**RECOMMENDATION**

It is recommended the Board approve the 2021-2022 Orange County Electrical Training Trust Master Cost Agreement as presented.

Fiscal Impact:	Approximately \$107,067 Revenue	Board Date: June 21, 2021
Prepared by:	Martin Stringer, Interim Vice-President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
ORANGE COUNTY ELECTRICAL TRAINING TRUST**

This Agreement, made and entered into this 1st day of July, 2021, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the ORANGE COUNTY ELECTRICAL TRAINING TRUST, hereinafter referred to as OCETT:

WITNESSETH:

It is the intent of RSCCD and OCETT to enter into an agreement whereby RSCCD will reimburse OCETT for instructional materials and curriculum development used by and for RSCCD indentured electrical apprentices and electrical trainees.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplement instruction for the apprentice electrician and electrical trainee in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, OCETT is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and OCETT desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice electricians and electrical trainees duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and OCETT's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by OCETT under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by OCETT.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF OCETT

A. Instruction and Curriculum

1. OCETT shall provide instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
2. OCETT shall monitor the students, maintain records of work experience and be responsible for student evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. OCETT shall provide clerical support to maintain training records.
4. OCETT instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code be certified as adjunct faculty for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses or college credit electrical trainee courses.
5. OCETT shall provide funds for and administer one (1) instructor workshop annually.
6. OCETT shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

B. Facilities, Equipment and Supplies

1. OCETT shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, OCETT will be responsible for the maintenance of these facilities.
2. OCETT shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. OCETT shall provide instructional supplies and materials.

#### ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2021) and will continue until the end of the fiscal year (June 30, 2022), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OCETT and performing services for their training committee shall be solely employees of OCETT. OCETT will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OCETT an amount equal to eighty percent (80%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Orange County Electrical Training Trust, 717 S. Lyon St., Santa Ana, CA 92705, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. 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. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College  
Business & Career Education Office  
8045 E. Chapman Avenue  
Orange, CA 92869

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

To OCETT: Orange County Electrical Training Trust  
717 S. Lyon St.  
Santa Ana, CA 92705  
ATTN: Jerome Thomas, Training Director  
Phone: (714)245-9988  
Email: jthomas@ocett.org

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - a. Emergency conditions resulting from acts of God.
  - b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide OCETT with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

ORANGE COUNTY ELECTRICAL  
TRAINING TRUST

---

Adam M. O'Connor  
Interim Vice Chancellor

---

Jerome Thomas, Training Director

Business Operations/Fiscal Services

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

Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: June 21, 2021
Re: Approval of the 2021-2022 Southern California Surveyors Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long standing, on-going relationship with the Southern California Surveyors Joint Apprenticeship Training Committee. The Southern California Surveyors (SCS) is a formal training program for students. The purpose for these programs is to provide entry to journey level skills training to the SCS workforce in the technical, vocational and trades occupations.

**ANALYSIS**

Through this Cost Agreement, RSCCD-SCC will partner with the SCS to train students to become Surveyors. Per California Education Code, Section 8150, with respect to the Related and Supplemental Instruction (RSI) Formula, RSCCD-SCC will receive \$6.44 per student attendance hour. Per the formula, the revenue will be split 80% to SCS (not to exceed \$176,951) and 20% to RSCCD-SCC. The student attendance hours are reported separately from the traditional FTES calculations. At the conclusion of the apprenticeship program, students are eligible to apply and receive a Certificate of Achievement and/or an Associate of Science Degree in Surveying Chainman and Chief of Party. The agreement outlines the roles and responsibilities of each party and covers the period of July 1, 2021 through June 30, 2022.

**RECOMMENDATION**

It is recommended the Board approve the 2021-2022 Southern California Surveyors Master Cost Agreement as presented.

Fiscal Impact:	Approximately \$36,865 Revenue	Board Date: June 21, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Ph.D., Chancellor	



**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
SOUTHERN CALIFORNIA SURVEYORS**

This Agreement made and entered into this 1st day of July, 2021, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the SOUTHERN CALIFORNIA SURVEYORS, hereinafter referred to as SCS:

**WITNESSETH:**

It is the intent of RSCCD and SCS to enter into an agreement whereby RSCCD will reimburse the SCS for instructional materials and curriculum development used by and for RSCCD indentured surveyor apprentices.

**ARTICLE I - RECITALS**

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice surveyors in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, SCS is a "joint apprenticeship training committee" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code 3074, and

Whereas, RSCCD and SCS desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

## **ARTICLE II - RESPONSIBILITIES OF RSCCD**

1. RSCCD will conduct classes and related instruction for apprentice surveyors duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and SCS's Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the SCS under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by SCS.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

## **ARTICLE III - RESPONSIBILITIES OF FUND/SCS**

### **A. Instruction, Supplies and Curriculum**

1. SCS shall provide instructor, instructional supplies and materials, including but not limited to text and reference books and shall also provide the services of members of the SCS staff for the purpose of introducing the apprentices enrolled in the program to the functions of the SCS operations as they relate to the program. The cost of providing the specified instructional materials shall be included in the amount to be paid per clock hour of teaching time as set forth hereunder. No additional payments will be made by the RSCCD for instructional materials provided by the SCS.
2. SCS is responsible for the development of curriculum for instruction, and the administration and supervision of related and supplemental instruction for apprentices, coordination of instruction with job experiences, and in cooperation with the RSCCD, the selection and the training of teachers. SCS shall provide such coordinators as are required to implement and maintain the program as specified herein.
3. SCS shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and the State of California.
4. SCS shall provide clerical support to maintain training records.
5. SCS instructors will meet the minimum qualifications for instructors as stated in Section 53413 of Title 5 of the California Administrative Code and will be instructors of record for RSCCD and will be certified as adjunct instructors for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college credit apprenticeship courses.

6. SCS shall provide funds for and administer one (1) instructor workshop annually.
7. SCS shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.

**B. Facilities and Equipment**

1. SCS shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, SCS will be responsible for the maintenance of these facilities.
2. SCS shall provide, install and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.

**ARTICLE IV - GENERAL PROVISIONS**

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2021) and will continue until the end of the fiscal year (June 30, 2022), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by SCS and performing services for their training committee shall be solely employees of SCS. SCS will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay SCS an amount equal to eighty percent (80%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Southern California Surveyors Joint Apprenticeship Committee, within sixty (60) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. 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. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College  
Business & Career Education Office  
8045 E. Chapman Avenue  
Orange, CA 92869

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

To SCS: Southern California Surveyors Joint Apprenticeship Committee  
9480 Utica Ave., Suite 604  
Rancho Cucamonga, CA 91730  
ATTN: Raymond Diaz, Administrator  
Phone: (909) 243-7973  
Email: ray@scsurveyjac.org

5. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
6. Each party shall maintain and secure comprehensive general liability and property damage insurance 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. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - a. Emergency conditions resulting from acts of God.
  - b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide SCS with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SOUTHERN CALIFORNIA SURVEYORS

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

\_\_\_\_\_  
Raymond Diaz  
Administrator

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

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

Approved by Governing Board:

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College-Business &amp; Career Education

To: Board of Trustees	Date: June 21, 2021
Re: Approval of the 2021-2022 Southwest Carpenters Training Fund and Southwest Carpenter and Affiliated Trades Joint Apprenticeship and Training Committee Master Cost Agreement	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long-standing, on-going relationship with Southwest Carpenters Training Fund (SCTF) and Southwest Carpenter and Affiliated Trades Joint Apprenticeship and Training Committee (JATC). Southwest Carpenters Training Fund and Southwest Carpenter and Affiliated Trades JATC are formal training programs for students. The purpose for these programs is to provide entry to journey level skills training to SCTF and Southwest Carpenter and Affiliated Trades JATC workforce in the technical, vocational and trades occupations.

**ANALYSIS**

Through this Cost Agreement, RSCCD-SCC will partner with the SCTF to train students to become Carpenters. Per California Education Code, Section 8150, with respect to the Related and Supplemental Instruction (RSI) Formula, RSCCD-SCC will receive \$6.44 per student attendance hour. Per the formula, the revenue will be split 80% to SCTF (not to exceed \$2,216,920) and 20% to RSCCD-SCC. The student attendance hours are reported separately from the traditional FTES calculations. At the conclusion of the apprenticeship program, students are eligible to apply and receive a Certificate of Achievement and/or an Associate of Science Degree in Carpentry. The agreement outlines the roles and responsibilities of each party and covers the period of July 1, 2021 through June 30, 2022.

**RECOMMENDATION**

It is recommended the Board approve the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement as presented.

Fiscal Impact:	Approximately \$461,858 Revenue	Board Date: June 21, 2021
Prepared by:	Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	

**MASTER COST AGREEMENT**

**BETWEEN**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**AND**

**SOUTHWEST CARPENTERS TRAINING FUND**

**AND**

**SOUTHWEST CARPENTER AND AFFILIATED TRADES JOINT  
APPRENTICESHIP AND TRAINING COMMITTEE**

This Agreement, made and entered into this 1st day of July, 2021, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD and SOUTHWEST CARPENTERS TRAINING FUND hereinafter referred to as FUND and SOUTHWEST CARPENTER AND AFFILIATED TRADES JOINT APPRENTICESHIP AND TRAINING COMMITTEE hereinafter referred to as SCATJATC:

WITNESSETH:

It is the intent of RSCCD and FUND/SCATJATC to enter into an agreement whereby RSCCD will reimburse the FUND/SCATJATC for instructional materials and curriculum development used by and for RSCCD indentured carpenter apprentices.

**ARTICLE I - RECITALS**

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice carpenter in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, FUND/SCATJATC is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code Section 3074, and

Whereas, RSCCD and FUND/SCATJATC desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice and journeyman carpenters duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and SCATJATC'S Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the FUND/SCATJATC under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by FUND/SCATJATC.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF FUND/SCATJATC

A. Instruction and Curriculum

1. FUND/SCATJATC shall provide instructor manuals and other teaching aids necessary to instruct the classes.
2. FUND/SCATJATC shall monitor the students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California.
3. FUND/SCATJATC shall provide clerical support to maintain training records.
4. FUND/SCATJATC instructors will meet the minimum qualifications for instruction as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct instructors for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college-credit apprenticeship courses.
5. FUND/SCATJATC shall provide funds for and administer one (1) instructor workshop annually.



B. Facilities, Equipment and Supplies

1. FUND/SCATJATC shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, SCATJATC will be responsible for the maintenance of these facilities.
2. FUND/SCATJATC shall provide, install, and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. FUND/SCATJATC shall provide instructional supplies and materials.
4. RSCCD utilizes the following real property, 7111 Firestone Blvd., Buena Park, CA 90621; 10015 Rose Hills Road, Whittier, CA 90601; 412 Dawson Drive, Camarillo, CA 93012; 2301 A Street, Santa Maria, CA 93455; 3250 E. Shelby St., Ontario, CA 91764; 6147 River Crest Dr., Riverside, CA 92507; 8595 Miralani Drive, San Diego, CA 92126; 15885 Valley View Court, Sylmar, CA 91342 costs of which are included in this Master Cost Agreement.

ARTICLE IV - GENERAL PROVISIONS

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2021) and will continue until the end of the fiscal year (June 30, 2022), unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by FUND/SCATJATC and performing services for FUND/SCATJATC shall be solely employees of FUND/SCATJATC and not employees of RSCCD. FUND/SCATJATC shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
- C. RSCCD shall pay FUND/SCATJATC an amount equal to eighty percent (80%) of the amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, 533 S. Fremont Ave., Suite 401, Los Angeles, California 90071-1706, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all responsibility for the submission and accuracy of positive hours of attendance to the State of California.
- D. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. 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. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College  
Business & Career Education Office  
8045 E. Chapman Avenue

Orange, CA 92869

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

To FUND: Southwest Carpenters Training Fund  
3250 E. Shelby Street, Suite 210  
Ontario, CA 91764

To SCATJATC: Southwest Carpenter and Affiliated Trades Joint Apprenticeship and  
Training Committee  
3250 E. Shelby Street, Suite 210  
Ontario, CA 91764  
ATTN: Louis Ontiveros, Executive Director  
Office: (909) 373-4670  
Email: lontiveros@swctf.org

- E. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
- F. Each party shall maintain and secure comprehensive general liability and property damage insurance 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. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
- G. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
- H. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
  - 1. Emergency conditions resulting from acts of God.
  - 2. Non-performance of the terms of this Agreement.
- I. RSCCD agrees to provide SCATJATC with records indicating attendance, income and expenditure data.

J. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SOUTHWEST CARPENTER AND AFFILIATED TRADES JOINT  
APPRENTICESHIP AND TRAINING COMMITTEE

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

\_\_\_\_\_  
Sean Hartranft

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

Approved by Governing Board:

SOUTHWEST CARPENTERS TRAINING FUND

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

\_\_\_\_\_  
Louis Ontiveros

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

(Santiago Canyon College - Business &amp; Career Education)

To: Board of Trustees	Date: June 21, 2021
Re: Approval of Instructional Service Agreement with Santa Ana Beauty Academy	
Action: Request for Approval	

**BACKGROUND**

Santa Ana Beauty Academy (SABA) seeks to renew its contract with the Rancho Santiago Community College District (RSCCD), on behalf of Santiago Canyon College (SCC), to continue administering the Cosmetology and Esthetician programs. SCC in partnership with SABA offers the programs to Career Education students. SABA is approved by the California Bureau for Private Postsecondary Education and nationally accredited by the National Accrediting Commission of Career Arts & Sciences. The cosmetology program will prepare student for careers as licensed Cosmetologist and Esthetician. This program may lead to a California State License in Cosmetology or Esthetician, a Certificate of Achievement and/or an Associates of Science Degree in Cosmetology.

**ANALYSIS**

During this contract period, SCC will receive State apportionment and pay SABA \$4.35 per student attendance hour, not-to-exceed \$220,000 (50,574 hours). Additional roles and responsibilities of each party are outlined on the attached Instructional Services Agreement and is effective from July 1 2021 through June 30, 2022.

**RECOMMENDATION**

It is recommended the Board approve the instructional service agreement with Santa Ana Beauty Academy as presented.

Fiscal Impact: Apportionment	Board Date: June 21, 2021
Prepared by: Martin Stringer, Interim Vice President, Academic Affairs Elizabeth Arteaga, MBA, Dean, Business & Career Education	
Submitted by: Jose F. Vargas, Interim President	
Recommended by: Marvin Martinez, Chancellor	

**INSTRUCTIONAL SERVICES AGREEMENT  
BETWEEN  
SANTA ANA BEAUTY ACADEMY  
AND THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**THIS AGREEMENT** is entered into this 21<sup>st</sup> day of June, 2021, which date is enumerated for purposes of reference only, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “RSCCD,” and SANTA ANA BEAUTY ACADEMY, hereinafter referred to as “SABA.”

**WITNESSETH:**

**WHEREAS**, the District, through Santiago Canyon College, intends to provide a vocational education program for the benefit of eligible students of the District, under the State Plan for Vocational Education and the Federal Vocational and Technical Education Act of 1998, through this agreement with the Contractor in order to prepare such students for the vocations of licensed cosmetologist, and/or licensed Cosmetologist/Esthetician and it being understood that such program shall be so designed and conducted that it may lead to a California State License in Cosmetology, or Cosmetologist/Esthetician for such students; and

**WHEREAS**, the Board of Trustees for Rancho Santiago Community College District has approved the contracting out of the cosmetology program pursuant to Education Code 78015; and

**WHEREAS**, the District has an obligation under Sections 55607, 55620, and 55630 of Title 5 to report on vocational education contracts with Private Postsecondary institutions to the State Chancellor’s Office; and

**WHEREAS**, the District also intends to limit the hours of instruction up to a maximum of 50,574 student positive attendance hours, the enrollment pattern may consist of full-time students (a maximum of 8 hours per day, forty hours per week) or part-time students attending less than 8 hours per day, but shall not exceed 50,574 total student attendance hours for the Agreement. The total number of students enrolled shall not exceed a number at which the District funded program may operate effectively; and

**WHEREAS**, Contractor represents that it is a non-public vocational school with extensive capabilities and experience in vocational instruction and training and holds a current institutional approval issued by the Bureau for Private Post-secondary Education as required under California Education Code section 94893 and 94894 and Title 5 of the California Code of Regulations Code section 71660.

**WHEREAS**, Contractor represents that each instructor of the Contractor in this program possesses a certificate of authorization for service in a California Private Postsecondary Educational Institution pursuant to California Education Code Article 3, Division 10, Part 59, Chapter 8 (94948). "Licensure" includes any license, certificate, permit, or similar credential that a person must hold to lawfully engage in a profession, occupation, trade, or career field; and a valid license to teach issued by the State Board of Barbering and Cosmetology; and valid minimum qualifications for faculty to teach in cosmetology as stated and required by Administrative Regulations Title 5, Section 55530(e) and approved by the Rancho Santiago Community College Board of Trustees.

**WHEREAS**, Contractor represents that its financial resources are adequate to insure operation for the duration of the student training period and the Contractor operates on the basis of sound administrative policies and adheres to non-discriminatory practices and does not and shall not discriminate on the basis of sex, race, color, religion, ancestry, national origin, age, citizenship, medical condition, physical handicap or marital status; and

**WHEREAS**, Contractor represents that its physical facilities meet requirements of State and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance; and

**WHEREAS**, Contractor represents that it maintains current, accurate records of both student attendance based on time cards and progress. The Contractor consents to inspection of these records by authorized representatives of the District, California Community College Board of Governors, other regulatory and administrative agencies and the California Board of Barbering and Cosmetology; and

**WHEREAS**, Contractor represents that it is free of any pending or existing proceedings against its license or that of any of its instructors; or in the alternative, that it can show to the satisfaction of the District by way of written evidence that such proceedings are without merit and will be disposed of in favor of the license;

**WHEREAS**, the District intends to provide, for the benefit of selected, eligible students of the District, a vocational education program under the State Plan for Vocational Education through this agreement with the Contractor, in order to prepare such students for the vocation of Cosmetology/Esthetician, it being understood that such program shall be so designed and conducted that it may lead to a California State License in Cosmetology/Esthetician for such students; and,

**WHEREAS**, the Contractor operates as a private, post-secondary, vocational school offering instruction and training in Cosmetology/Esthetician;

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

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**A. RECITALS:**

All the above recitals are true and correct.

**B. TERMS:**

The term of this Agreement shall be for twelve (12) months, commencing July 1, 2021 and terminating June 30, 2022, unless earlier terminated by either party in the manner set forth herein.

**C. OPTIONAL TERMINATION:**

Santa Ana Beauty Academy or Rancho Santiago Community College District may terminate this Agreement, without cause, at the end of any semester or summer session, upon thirty (30) days written notice to the other party.

**D. RESPONSIBILITIES OF RSCCD:**

- a. The District shall provide the normal administrative functions relating to admissions, counseling, registration, permanent achievement records, program monitoring, and awarding evidence(s) of completion; it being understood that during such times as any District student is in attendance in the Contractor's school, such student will be subject to the Contractor's rules and regulations relating to conduct, health, and safety; and operating procedures; it being understood that disciplinary action leading to suspension or dismissal of a District student shall be taken only by the District after consultation with the Contractor.
- b. The District shall enroll a maximum number of students up to capacity with no minimum in the Contractor's school; it being understood that the District does NOT guarantee any set number of students will be enrolled in the Contractor's school at any time.
- c. The curriculum shall be as described in the Rancho Santiago Community College District's Catalog and the program and course outlines on file in the Instruction Office as approved by the Curriculum Council, the Chancellor, the Board of Trustees of DISTRICT, and the Chancellor's Office of the California Community Colleges.
- d. Courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.

- e. Instruction to be claimed for apportionment by DISTRICT under this Agreement shall be under the immediate supervision and control of an employee of the DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California Community College.
- f. The Cosmetology and the Esthetician program is operated onsite by the Santa Ana Beauty Academy, and Rancho Santiago Community College District – Santiago Canyon College is responsible for the educational program.
- g. DISTRICT shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. DISTRICT shall assure that the courses offered through this agreement, and the faculty and the students, are held to a level of rigor comparable to that of the other sections of noncredit education courses offered within the DISTRICT.
- h. Accordingly, SABA staff that is used, as instructors will be required to enter into written individual instructor service agreements with DISTRICT regarding their responsibilities for delivery the curriculum called for in this Agreement.
- i. DISTRICT shall have the primary right to control and direct instructional activities of the instructor while instructor is conducting a class, or classes, given through an instructional services agreement between DISTRICT and SABA.
- j. DISTRICT shall claim state apportionment or student attendance generated in classes covered by this Agreement. SABA shall not claim state apportionment for the same student attendance hours claimed by DISTRICT.
- k. Permanent records of student attendance, grades and achievement will be maintained by the public agency or college (determined by the DISTRICT). Records will be open for review at all times by the SCC officials and submitted on a schedule developed by the community college district.
- l. The DISTRICT must certify that it does not receive full compensation for the direct education costs of the courses from any public or private agency, individual, or group.
- m. Degree and certificate programs must have been approved by the California Community Colleges Chancellor's Office and courses that make up the programs must be part of the approved programs, or the college must have received delegated authority separately approve those courses locally.

## **E. RESPONSIBILITIES OF SABA:**

The Contractor shall comply with all provisions of The California Education Code and Title 5 of the California Code of Administrative Regulations applicable to said Contractor's school to which the District's students are to be assigned, including, but not limited to the holding by Contractor of this valid certificate of course approval and a license as a private, post- secondary vocational school for instruction and training in cosmetology; it being agreed that

- a. The Contractor shall submit to the District evidence of compliance with this certificate and license requirement prior to the assignment by the District of any of its students to the Contractor's school; and
- b. The Contractor shall continue to operate such a school during the term of this Contract.
- c. The Contractor's school shall either be currently accredited by an accrediting agency recognized by the United States Office of Education or shall conform to the applicable portion of the Western Association of School and Colleges guidelines on contractual relationships with non-accredited organizations.
- d. The Contractor shall provide, operate, and maintain at its school, physical facilities that comply with requirements of all federal and state laws and statues including safety and health regulations, applicable to its operations as a private, post-secondary vocational school for instruction and training in cosmetology.
- e. Cosmetology/Esthetician courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
- f. The Contractor shall provide and maintain at its school, approved equipment and instructional materials for the courses offered, and the number of students in attendance.
- g. The Contractor shall comply with applicable provisions of the Higher Education Act of 1965, as amended, and, prior to the assignment by the District of any of its students to the Contractor's school, shall submit to the District evidence of such compliance.
- h. The Contractor shall comply with applicable provisions of Title VI of the Civil Rights Act of 1964 and ADA (the Americans With Disabilities Act), and, prior to the assignment by the District of any of its students to the Contractor's school, shall submit to the District evidence of such compliance. Contractor agrees that it will not unlawfully discriminate

against any person because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status or sex of such person and shall provide reasonable accommodations.

- i. The Contractor shall provide for sixteen hundred (1600) hours of approved instruction and training per student in Cosmetology, or six hundred (600) hours of approved Esthetician instruction per student constitutes the State prescribed educational program to be completed prior to the Board Examination and License of students. For each District student, Contractor shall provide staff, facilities, non-personal equipment, supervision and related services required for such instruction and training for each of the students of the District authorized to attend the Contractor's school located at 2231 N. Tustin Avenue, Santa Ana, CA 92705 as established elsewhere in this contract; and it being further understood that the actual number of hours of such instruction and training available to any such authorized student at the expense of the District shall be limited by the period of time between the enrollment date of the student and the final termination date of this contract and the limitations on hours of instruction as established elsewhere in this Contract.
- j. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, or six hundred (600) hours per student in Esthetician instruction as detailed above for the respective fields shall be in accordance with applicable requirements of appropriate California State Board(s) or licensing agencies having responsibility for admission to examination for a certificate and/or a license in those fields.
- k. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, or six hundred (600) hours per student in Esthetician shall be given in a proportionate manner over a period of three college semesters or two-college semester and a summer session from the date of enrollment for a full-time forty (40) hours per week student. A student who attends part-time may complete the program in any other combination until a total of 1600 hours in cosmetology, or 600 hours in esthetician has been completed. Instruction and training for an individual student shall be limited to eight (8) hours on any day for a minimum of 20-24 hours and a maximum of 40 hours in any calendar week. Instruction time shall be provided by the Contractor for all students who wish such instruction during the school holidays (excluding legal holidays), winter recess and summer vacation provided such instructional time does not exceed the total hours stipulated within this Agreement.
- l. The scope, content, and scheduling of the instruction and training to be provided under this Contract shall be subject to the prior written approval of the authorized representative of the District, it being understood that the District, acting through its representative, has the right to modify the scope, content, and/or scheduling of instruction and training, if, in the opinion

of such representative, modification is necessary to achieve the vocational objective of the instruction and training.

- m. The approved instruction and training for sixteen hundred (1600) hours per student in Cosmetology, or six hundred (600) hours per student in Esthetician shall be given under the direct supervision of California licensed cosmetology instructors holding valid California teaching credentials authorizing services in the area of cosmetology in career technical education programs in a community college or possessing equivalent qualifications as established by the District, proof of minimum qualifications to be maintained by the District, and all District students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors.
- n. Should it become necessary for one or more District student(s) to transfer to the Contractor from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post- secondary, career education schools for instruction and training in cosmetology, the Contractor agrees to accredit each of such students with one hour of credit for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.
- o. Any student of the District who completes sixteen hundred (1600) hours of approved instruction and training in Cosmetology, or six hundred (600) hours of approved Esthetician instruction, and has not had the minimum instruction and training required for certification to take the examination for a certificate of registration and/or license because of deficiency in one or more areas of required expertise, shall receive from the Contractor such instruction, training, and preparation as may be necessary, forthwith, at no cost to either the student or the District.
- p. The Contractor shall participate in a program review and validation conducted by the District and at the discretion of the District. Said program review shall include, but is not limited to, advisory committee minutes, student completion statistics, student surveys, student evaluations, a review of Contractor's curriculum, units of instruction, methods of instruction, instructional supplies and materials, physical resources, record keeping process and practices, governance, and Contractor-District relationship. In the event a program review is requested, Contractor shall be given at least sixty (60) days written notice. Contractor shall complete a self-appraisal in the format supplied by District and submit said self- appraisal to District thirty (30) days prior to a site visitation by District representatives.
- q. The Contractor shall provide, without additional charges to the District or the District's students covered by the Contract, all necessary instructional materials and supplies as ordinarily supplied by the District without cost to students in this or other career education offerings of said District; and may require students covered by this Contract to purchase

such offerings of said types and/or kinds of instructional materials as the District ordinarily requires students in this or other vocational offerings of said District to furnish without cost to said District; it being agreed that each student covered by this Contract shall furnish his/her personal textbook(s) and personal tools and/or equipment and uniforms. All material and equipment supplied by the Contractor shall remain the property of the Contractor and shall not be removed from the Contractor's premises without the permission of the Contractor.

- r. The Contractor agrees to accept new students during each enrollment period established by the District.
- s. The Contractor will provide those administrative functions essential for the operation of his/her facility at his/her own expense.
- t. The Contractor shall maintain accurate records of attendance, financial aid and progress for each student and evaluations of each student at the request of the District, and shall submit to the District such information from such records as is requested by the authorized representative(s) of the District; it being understood that such submittals may be upon a regular schedule and /or upon special requests and it being further understood that there shall be no release of information from such records to any party other than such representative(s). Contractor shall insure that such information shall be used only for purposes directly related to the academic or professional goals of the District.
- u. The Contractor shall permit inspections by authorized representatives of the District, the Bureau of School Approvals of the California State Board of Finance, the California Community Colleges, and/or any state, county, or local licensing board and/or agency having jurisdiction in matters relating to the operation of the Contractor's school; it being understood that when such inspections are made, it shall be made possible for said representatives to evaluate course offerings; examine, and, is required, audit school records; interview students and others; and/or evaluate physical plant, instructional aide equipment, and classes in session.
- v. Contractor shall provide all students who complete the program and pass the State Board of Cosmetology examinations with job placement services. Such placement records shall be kept and recorded to the District annually.

## **F. RESPONSIBILITIES OF RSCCD AND SABA:**

- a. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
- b. The District and the Contractor shall comply with all applicable general provisions of the California State Plan for Vocational Education and all special provisions in such Plan relating to instruction in the vocational area of which cosmetology is a part.
- c. The Contractor and the District shall ensure that ancillary and support services as relating to counseling, guidance and placement are provided for the students.
- d. The District shall be financially committed to the cosmetology program only for the amount of monies adopted by the Rancho Santiago Community College District Board of Trustees for this program during the 2021/2022 calendar year starting on July 1, 2021 and expires on June 30, 2022. In the event that monies are exhausted, the Contractor's school agrees to continue the program for each student enrolled for the remainder of the contract period or until the student has completed the course, whichever comes first, at no additional cost to the District or the student.
- e. RSCCD and SABA will make available as appropriate support services such as counseling, guidance and placement assistance for the students.
- f. RSCCD and SABA will supervise students and evaluate student progress.
- g. RSCCD and SABA will determine the withdraw prior to completion of a course.
- h. The enrollment period for instructional programs under this agreement is determined by RSCCD and is unique to this program. RSCCD determines the number of class hours sufficient to meet the stated performance objectives.

## **G. PAYMENT:**

- a. RSCCD payments shall be made upon completion of modules. Payment shall be based upon a certification of the hours of such attendance during the previous calendar months at the Contractor's place of instruction and training; it being agreed that each certification shall be on forms supplied by the RSCCD, and shall be based upon daily attendance records maintained by the Contractor, and subject to review and/or audit by an authorized representative of the District.
- b. RSCCD will receive apportionment for students enrolled in this program. RSCCD will contract with SABA to provide the facility and instructional services. SABA will be compensated based on a revenue sharing formula of actual positive attendance hours generated on a per student basis. During this contract period, RSCCD will pay SABA \$4.35 per student attendance hour, up to a maximum of hours 50,574 (\$220,000) per fiscal year. The hours claimed under this Agreement must be certified to RSCCD for actual attendance during the preceding month for all properly enrolled students. Such payment is considered full payment to cover all of SABA contract cost of operating the instructional programs covered by this Agreement.
- c. SABA billing shall include evidence of positive attendance in accordance with State regulations. At the end of each month, RSCCD will send the total attendance hours posted for the month to SABA designee for reconciliation and confirmation/certification so that an invoice can be generated. All billings shall include the total number of actual student attendance hours.
- d. The Contractor shall not be reimbursed for more than a total of sixteen hundred (1600) hours of instruction and/or training for any one student.
- e. In the event a District student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the District shall be responsible to the Contractor for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
- f. In the event that the District determines that the total direct and indirect cost to provide the same sixteen hundred (1600) hour program of instruction and training, or a recognized portion thereof, in an operating school of the District, or the tuition the Contractor charges its private students for such program or portion thereof, is less than the amount computed as noted herein before, the Contractor agrees to enter into an amendment to this Contract to provide for a reduction in hourly rate to produce no more than the lower of such total cost of instruction or tuition.



g. Contractor states that 40% of the above hourly rate represents actual costs of instructors, including all salary related benefits, 20% of the above hourly rate represents rental of equipment, and 40% of the above hourly rate represents rental of facilities.

h. SABA shall submit certified statements and billing monthly to:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Santiago Canyon College  
Business & Career Education  
8045 E. Chapman Ave  
Orange, CA 92869  
ATTENTION: Dean, Business and Career Education

i. RSCCD shall reimburse SABA within twenty (30) days after receipt of billing.

#### **H. NOTICES:**

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

**RSCCD/Santiago Canyon College:**

8045 E. Chapman Ave.  
Orange, CA 92869  
Attention: Dean, Business and Career Education

**Santa Ana Beauty Academy**

2231 N. Tustin Avenue  
Santa Ana, CA 92705  
714-865-1211  
Attention: Phuong-Dung (Tammy) Nguyen, Owner

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

#### **I. STATUS OF SABA AND RSCCD:**

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

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

**J. ALTERATION OF TERMS:**

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

**K. CERTIFICATION BY RSCCD:**

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

**L. CERTIFICATION BY SABA:**

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

**M. INSURANCE**

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

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

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

## **N. INDEMNIFICATION**

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

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Signature:

Date:

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

**Santa Ana Beauty Academy**

Signature:

Date:

\_\_\_\_\_  
Phuong-Dung (Tammy) Nguyen  
Santa Ana Beauty Academy  
2231 N. Tustin Avenue,  
Santa Ana, CA 92705  
714-865-1211

**Attachment A**  
**SANTIAGO CANYON COLLEGE - BUSINESS AND CAREER EDUCATION**  
**COURSES OF INSTRUCTION**

Cosmetology 005 Health and Safety

Cosmetology 040 Cosmetology

Cosmetology 080 Esthetician

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

To: Board of Trustees	Date: June 21, 2021
Re: Approval of the Professional Services Agreement with PGINET Consulting	
Action: Request for Approval	

**BACKGROUND**

The attached is a Rancho Santiago Community College District Professional Services Agreement (“PSA”) with PGINET Consulting. The current pandemic has highlighted the need for improved scheduling processes, registration processes and enhanced communication for students and staff.

**ANALYSIS**

This PSA with PGINET Consulting shall be effective as of the date signed by both parties until December 31, 2021 or until termination by written notice of either party and will carry a cost of \$65,100 utilizing California Adult Education Program funds (CAEP). This agreement will integrate new functionality in the current Substitute Application System and Student Communication System to include faculty related functions such as submittal of availability for assignments, substitute availability, information regarding census dates and drop dates for sections, and allowing faculty to automate their onboarding communications with new students. Additionally, this agreement will include the development of an administrative dashboard with course section statistics to facilitate scheduling decisions, improvements to the current student communications system, minor updates to the registration workflow system and the completion of the transition to Self-Service. The agreement also includes support for existing application developed by PGI Consulting in partnership with the District.

**RECOMMENDATION**

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

Fiscal Impact:	\$65,100.00 (CAEP Categorical Funds)	Board Date: June 21, 2021
Prepared by:	James Kennedy, Ed.D., Vice President of Continuing Education	
Submitted by:	Jose F. Vargas, Interim President, Santiago Canyon College 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 Santiago Canyon College, Division of Continuing Education and Santa Ana College, School of Continuing Education and PGINET Consulting, having its principal business address located at P.O. Box 3306 Fullerton, CA 92834 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

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

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

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

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

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

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 1, 2021, whichever is later, and shall continue in full force and effect thereafter until and including December 31, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and

its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

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

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Sixty Five Thousand One Hundred Dollars Dollars (\$65,100.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations,



limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by

Contractor pursuant to this Contract are intended as “works made for hire” and shall be the exclusive property of the District. If any such work products contain Contractor’s intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless. Contractor shall defend, indemnify and hold 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 Contractor, its officers, agents, or employees. District shall defend, indemnify and hold Contractor 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, or Students.
  
10. Insurance Requirements. Contractor (and all subcontractors) agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with an AM Best Rating of A-VII or higher:
  - a. Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate and must include coverage for property damage, bodily injury, personal & advertising injury, products and completed operations, liability assumed under an insured Contract (including tort of another assumed in a business contract), and independent contractor’s liability, written on an "occurrence" form;
  - b. Business Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). (Business Auto Liability is required when a vendor is operating a vehicle on District premises for other than commute purposes or the vehicle is an integral part of their services).
  - c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability

Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District (“Confidential Information”). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District’s policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

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

Santa Ana, CA 92704

Contractor: Paul Gallagher/PGINET  
P.O. Box 3306  
Fullerton, CA 92834

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

- voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility
33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
  34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

Print Name: Adam M. O'Connor

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

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

CONTRACTOR : PGINET Consulting

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

Print Name:\_\_\_ Paul Gallagher

Print Title:\_\_\_ Owner

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

## Exhibit A

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

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

#### Projects-

Development of Faculty Management and Communications System

SAC Continuing Education and SCC Continuing Education

\*Allow for faculty to select communications preferences regarding newly enrolled students in their sections

\*Allow for faculty to upload student welcome message per section to be sent in an automated manner to students upon registration in section

\*Integration and improvements to current student communications system

\*Faculty availability, assignment letters and census dates communicated in one place (online)

\*Integration of substitute system

\*Dashboard for administrators to view sections statistics for next term scheduling

Finalization of work on implementation of ADFS to support Single Sign On and Data Exchange

Finalization on Work on Online Searchable Schedule and Registration Workflow which has allowed for a streamlined registration process for both SAC Continuing Education and SCC Continuing Education

Continued support on previously developed applications and projects

#### Fee/Terms

The total compensation (including, any reasonable costs, expenses or reimbursements) payable by the District to the Contractor shall not exceed the Cost of Services as set forth in Section 4.0.

To the extent that the Schedule of Compensation includes any travel, hotel or other reimbursable expenses, such expenses shall be for actual and reasonable expenses incurred in the performance of the Scope of Services.

The Contractor and the District agree that the Contractor shall earn its compensation according to the following method:

The District agrees to pay Contractor, at a rate of \$105 per hour to work on the scope of services identified in Exhibit A; District shall pay for the services after the Contractor submits the invoice to the District; given that the services set forth in Exhibit A will be performed and all deliverables will have been accepted by the District. The payment will be in the sum of \$105 per hour.

District is contracting for 620 hours of programming services.

This work will be performed before December 31, 2021.

**TOTAL AMOUNT NOT TO EXCEED \$65,100**



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of Professional Services Agreement with Interact Communications, Inc.	
Action:	Request for Approval	

**BACKGROUND**

SB 85 amended the Budget Act of 2020 by adding \$121.1 Million in one-time local assistance funds. Of that SCC was awarded \$137 Thousand for student retention and enrollment outreach efforts. This funding is to “engage former community college students that may have withdrawn from college due to the impacts of COVID-19, as well as with current community college students that may be hesitant to remain in college and prospective students that may be hesitant to enroll in a community college due to COVID19.” Santiago Canyon College, seeks to enter into a Professional Services Agreement with Interact Communications, Inc. for the purpose of launching a campus-wide marketing campaign to improve and expand marketing, communication and recruitment efforts for students. The attached Professional Services Agreement describes the scope of work, cost of services, and deliverables.

**ANALYSIS**

SCC will work with Interact Communications to implement a 4-month (July 1, 2021 through October 31, 2021) marketing and media buying plan with the goal to increase brand loyalty, increase awareness of credit offerings to prospective students, and increase student enrollment for new and continuing students. This agreement will enhance similar initiatives that have been completed by the RSCCD Marketing team, but with a new focus on capturing registrations, emphasizing SCC’s proactive approach to dismantling COVID-19 related barriers

**RECOMMENDATION**

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

Fiscal Impact:	\$50,000 (SB 85)	Board Date: June 21, 2021
Prepared by:	LaKyshia Perez, Director of Special Programs Syed Rizvi, Vice President, Student Services	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez, Chancellor	



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

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santiago Canyon College and Interact Communications, having its principal business address located at 502 Main St., 3<sup>rd</sup> Floor, La Crosse, WI 54601 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

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

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

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

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

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

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 1, 2021, whichever is later, and shall continue in full force and effect thereafter until and including October 31, 2021 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

- giving a written notice of termination.
- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, certification, insurance, or certificate that Contractor must hold to provide services under this Contract or in the event of filing for bankruptcy Termination.
  - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
  - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
  - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.
4. Payment.
- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Fifty Thousand Dollars (\$50,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
  - B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
  - C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
  - D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
  - E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

### Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)  
Insert Name of District/College Contact  
Insert title of contact  
Insert address of contact  
Insert City, State, Zip

Contractor: Interact Communications

502 Main St, 3<sup>rd</sup> Floor  
La Crosse, WI, 54601

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

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

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

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

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

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

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

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

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

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



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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District


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

Print Name: Adam M. O'Connor

Print Title: Interim Vice Chancellor, Bus Ops/Fiscal Svcs

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

CONTRACTOR

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

Print Name: \_\_Anthony Jones

Print Title: \_\_ VP, Technology & Operations

Date: 6/1/2021

## Exhibit A

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

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

Insert detailed Scope of Work & Payment Schedule

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of Santiago Canyon College Media Campaign with Spectrum Reach	
Action:	Request for Approval	

**BACKGROUND**

SB 85 amended the Budget Act of 2020 by adding \$121.1 Million in one-time local assistance funds. Of that SCC was awarded \$137 Thousand for student retention and enrollment outreach efforts. This funding is to “engage former community college students that may have withdrawn from college due to the impacts of COVID-19, as well as with current community college students that may be hesitant to remain in college and prospective students that may be hesitant to enroll in a community college due to COVID19.” Santiago Canyon College seeks to enter into an agreement with Spectrum Reach to conduct a campus-wide marketing campaign to improve and expand marketing, communication, and enrollment efforts. The attached agreement describes the scope of work, cost of services, and deliverables.

**ANALYSIS**

SCC will work with Spectrum Reach to implement a 6.5 month (June 22, 2021, through January 2, 2022) marketing and media buying plan to increase brand loyalty and raise awareness of credit offerings to prospective students. Three commercials will be produced by Spectrum Reach; one to promote the Fall 2021 semester, a second to promote Fall 2021 -Great eight weeks, and a third to promote the Spring 2021 Intersession. This agreement will enhance similar initiatives that the RSCCD Marketing team has completed, but with a new focus on capturing registrations, emphasizing SCC’s proactive approach to dismantling COVID-19 related barriers.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Santiago Canyon College media campaign with Spectrum Reach as presented.

Fiscal Impact:	\$57,000 ( SB 85)	Board Date: June 21, 2021
Prepared by:	LaKyshia Perez, Director of Special Programs Syed Rizvi, Vice President, Student Services	
Submitted by:	Jose F. Vargas, Interim President	
Recommended by:	Marvin Martinez Chancellor	

# Santiago Canyon College

Streaming & Traditional TV



Lynn Barclay, Account Executive

05.18.21

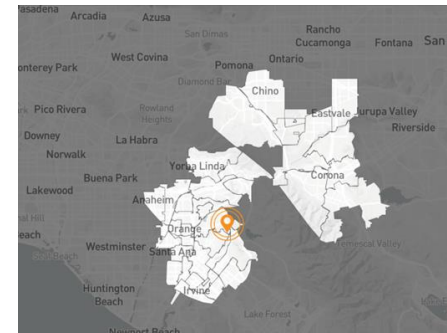
# Zip Code/Zone Match

## 5 Primary Zones

- Chino/Corona/Diamond Bar
- Riverside
- Irvine
- S. Orange County
- C. Orange County

## 2 Ancillary Zones

- South OC U-Verse
- North OC U-Verse



Shared Zip Code/SysCode Match App **Spectrum REACH**

ZIP CODE	SYS CODE	SYSNAME
91708	1834	Spectrum/Chino-Corona-Diamond Bar, CA
91709	1834	Spectrum/Chino-Corona-Diamond Bar, CA
91710	1834	Spectrum/Chino-Corona-Diamond Bar, CA
92879	1834	Spectrum/Chino-Corona-Diamond Bar, CA
92880	1834	Spectrum/Chino-Corona-Diamond Bar, CA
92881	1834	Spectrum/Chino-Corona-Diamond Bar, CA
92882	1834	Spectrum/Chino-Corona-Diamond Bar, CA
ZIP CODE	SYS CODE	SYSNAME
91752	1574	Spectrum/Riverside, CA
92860	1574	Spectrum/Riverside, CA
ZIP CODE	SYS CODE	SYSNAME
92602	1676	Spectrum/Irvine, CA
92602	1753	Spectrum/South OC U-verse, CA
92604	1676	Spectrum/Irvine, CA
92604	1753	Spectrum/South OC U-verse, CA
92606	1676	Spectrum/Irvine, CA
92606	1753	Spectrum/South OC U-verse, CA
92614	1676	Spectrum/Irvine, CA
92614	1753	Spectrum/South OC U-verse, CA
92620	1676	Spectrum/Irvine, CA
92620	1753	Spectrum/South OC U-verse, CA
92705	1676	Spectrum/Irvine, CA
92705	1753	Spectrum/South OC U-verse, CA
92782	1676	Spectrum/Irvine, CA
92782	1753	Spectrum/South OC U-verse, CA
ZIP CODE	SYS CODE	SYSNAME
92706	1753	Spectrum/South OC U-verse, CA
92706	3394	Spectrum/South Orange County, CA
92707	1753	Spectrum/South OC U-verse, CA
92707	3394	Spectrum/South Orange County, CA

Shared Zip Code/SysCode Match App **Spectrum REACH**

ZIP CODE	SYS CODE	SYSNAME
92780	1676	Spectrum/Irvine, CA
92780	1753	Spectrum/South OC U-verse, CA
92780	3231	Spectrum/Central Orange County, CA
92869	1676	Spectrum/Irvine, CA
92869	1753	Spectrum/South OC U-verse, CA
92869	3231	Spectrum/Central Orange County, CA
ZIP CODE	SYS CODE	SYSNAME
92805	1744	Spectrum/North OC U-verse, CA
92805	3231	Spectrum/Central Orange County, CA
92806	1744	Spectrum/North OC U-verse, CA
92806	3231	Spectrum/Central Orange County, CA
92807	1744	Spectrum/North OC U-verse, CA
92807	3231	Spectrum/Central Orange County, CA
92808	1744	Spectrum/North OC U-verse, CA
92808	3231	Spectrum/Central Orange County, CA
ZIP CODE	SYS CODE	SYSNAME
92861	1753	Spectrum/South OC U-verse, CA
92861	3231	Spectrum/Central Orange County, CA
92865	1753	Spectrum/South OC U-verse, CA
92865	3231	Spectrum/Central Orange County, CA
92866	1753	Spectrum/South OC U-verse, CA
92866	3231	Spectrum/Central Orange County, CA
92867	1753	Spectrum/South OC U-verse, CA
92867	3231	Spectrum/Central Orange County, CA
92868	1753	Spectrum/South OC U-verse, CA
92868	3231	Spectrum/Central Orange County, CA
ZIP CODE	SYS CODE	SYSNAME
92886	1563	Spectrum/North Orange County, CA
92886	1744	Spectrum/North OC U-verse, CA
92887	1563	Spectrum/North Orange County, CA
92887	1744	Spectrum/North OC U-verse, CA

3.16 (3)

# Santiago Canyon College Media Campaign 2021



Media	Target Audience	Zip Code Targeted	Network Targeted	Gross Rate	Flight Dates	Total Cost
Streaming TV :30 Second Video	Adults 18-24 SAH Mom's  Latino African American All Others  Underserved Communities	92701,92705,92780, 92866,92707,92868, 92869,92805,92806, 92886,92879, 92706,92614,92606, 92782,92602,91710, 91752,91708,92880, 92860,92882,92881, 92808,92887,92807, 92861,92867,92865, 91709,92620,92604 (32)	A & E, AMC, BET, Bravo, Cartoon Network, CNN, Comedy Central, Crackle, Crunchyroll, Discovery, E!, ESPN, ESPN2, FOOD, FOX NEWS, FSWA, FSPT, Freeform, FUSE, FUBO, FX, FXM, FXX, Hallmark, HGTV, Lifetime, MSNBC, MTV, Nat Geo., NFLN, NBCSN, OWN, Paramount, Pluto, POP, ROKU Lifestyle, ROKU Movie & TV, ROKU Music, ROKU Sports, ROKU TV Everywhere, SNLA, Spectrum News, SYFY, TBS, TNT, Tru TV, Tubi, TLC, Travel Channel, USA, VH1, WE, XUMO, YES Network	\$37 CPM	6/22-21 – 8/20-21 Fall Enroll 9 weeks  8/20/21-10/08/21 Accelerated 8 weeks  12/13/21 – 2/18/22 Spring Enroll 9 weeks	<b>Total: \$ 26,650.00</b> \$ 9,250.00 250,000 IMP *\$ 1,028/week  \$ 8,150.00 220,270 IMP *\$1,015/week  \$ 9,250.00 250,000 IMP *\$ 1,028/week *approximate
Traditional TV :30 Second Video	High Profile Award Shows  Olympics 2021 Package  News 1 Sponsorship Local Community Zone Targeted	<b>Primary Zone Targeted</b> China/Corona; Irvine; S. OC; C OC; Riverside <b>Secondary Zone Targeted</b> South OC U-verse North OC U-Verse  <b>News 1 Zone Package:</b> Chino/Corona; Irvine; S. OC; C. OC; Riverside	<b>High Profile:</b> •ESPY Awards ESPN 6/20/21 -11P •BET Awards BET 6/27/21 8-11P •VMA Awards MTV August 2021 •EMMYS Live Carpet ENT September 2021  •Olympics 2021 Package June 14-August 8, 2021 Bravo, CNBC, NBCSN, USA, MSNBC, Spectrum Sports Network, Bally Sports West  <b>Spectrum News 1 Local Zone News Sponsor Package: 26 weeks</b>	200,000 IMP CPM \$55     1,680,000 IMP CPM \$10	June 22– September 19 • \$ 11, 439.40   July 5 – January 2, 2022 • \$ 16,094.00 26 Weeks	<b>Total: \$ 27,533.40</b> June: \$ 1,494.00 July: \$ 2,382.82 August: \$ 7,249.00 September \$ 315.00  July: \$ 1,857.00 August: \$ 3,095.00 September: \$ 2,476.00 October: \$ 3,095.00 November: \$ 2,476.00 December: \$ 2,476.00 January: \$ 619.00
Kernel Production (editing) :30 Second Video AD	Voice Over Graphics Scripting	\$150.00/Hour Estimate per edit: \$350-\$450				3 Edits Estimated Total \$1,200.00

**PO required for credit terms.**

**\$ 55,383.40**

3.16 (4)

Business Name (Print)

Client Name (Print)

Client Signature

Date

Account Executive (Print)

Sales Office

# Spectrum News 1 LA - By the Numbers, March 2021

Spectrum News ranked **as the #1 most viewed cable network** by total monthly hours in Spectrum Homes.  
(Hours from unique HH's tuned-in for 5+ consecutive minutes – Total Day)

## Household Facts

**1,089,019**

HH's tuned-in last month for  
5+ consecutive minutes

**79%**

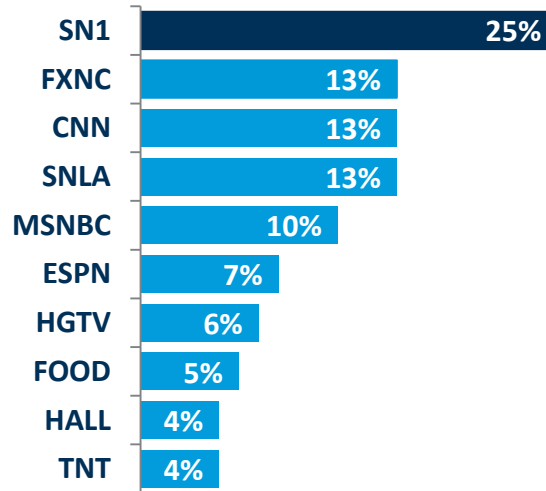
Reach of all Spectrum Homes  
that watched TV last month

Monthly Tune-Ins

**15,618,785**

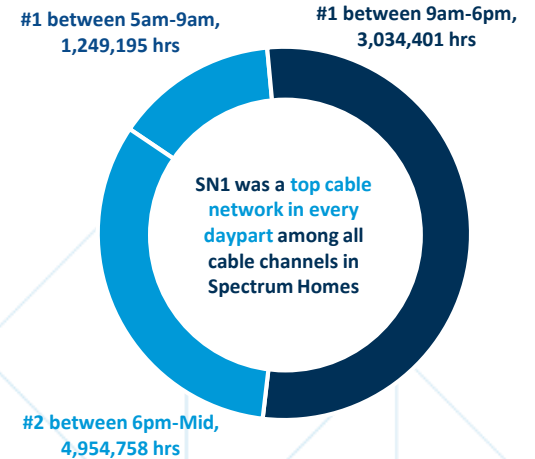
## Television Intel

**Share of Top 10 Cable – Hours Viewed**  
(hours from unique HH's tuned-in for 5+ consecutive minutes – Total Day)



## Daypart Digest

**Monthly Hours by Daypart**  
(hours from unique HH's tuned-in for  
5+ consecutive minutes – Mon-Sun)



3.16 (5)

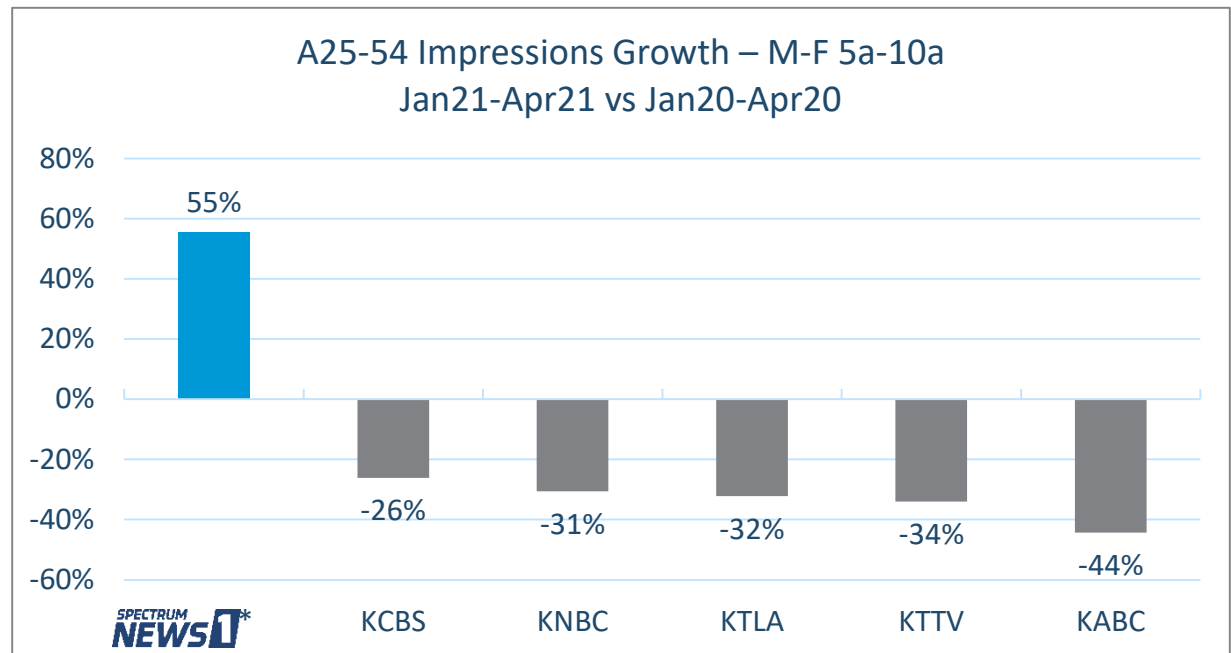
Source: Spectrum Reach Internal Set-Top-Box Data from Audience Measurement – Extrapolated from Alteryx. All metrics are calculated out of Los Angeles DMA. All metrics based on unique HH's tuned-in for 5 consecutive minutes of viewing during time period; 4/01/2021 – 4/30/2021. Date Accessed 5/14/21.



# Viewership rises in the mornings



Spectrum News 1's morning viewership has **grown 55%** this year compared to last year, even as broadcast viewership has fallen.



3.16 (6)

Source: Nielsen Arianna Overnights, 1/1/20-4/29/20 & 1/1/21-4/29/21, LA DMA L+SD, demo and daypart as listed in chart.  
\*S1LA = 1/30/20-4/29/20 vs 1/30/21-4/29/20

# Invested in the success of your business and the community



Anyone  
Anywhere  
Any screen

- More Spectrum households watch Spectrum News than any cable network or local broadcast channel<sup>1</sup> ...at home or on the go



Find new  
customers, reach  
them directly

- Viewers watch live
- Fewer, uncluttered breaks
- Weather every 10 minutes<sup>2</sup>
- Non-preemptible sponsorships



Focus on  
the right  
neighborhoods

- Affordably reach your customers
- Target communities where they live and work



Go beyond w/  
multi-screen

- Community-focused
- Balanced newscast
- Featured in doctors' offices, restaurants, and public areas

Find new customers, reach them directly, and know that it worked.

3.16 (7)

Source: (1) Spectrum Reach Internal Set-Top-Box Data from Audience Measurement – Extrapolated from Alteryx. All metrics are aggregated across the top 30 Spectrum News markets. Qualified Audiences Only: Tuned-in for 5 consecutive minutes during time period. Unique HHs & Station Hours Metrics from 12a-12a Daypart, July 1-31 2020. Ranking includes all measured networks (Broadcast, Cable, & Premium) from Set-Top-Boxes. (2) Some Spectrum News markets may vary.

Spectrum  
REACH

SPECTRUM  
NEWS 1

# Spectrum News 1

Los Angeles:

2021 Local Zone Half Annual Sponsorships



Spectrum News 1 delivers 24/7. Each hour contains up-to-date local and state news, local weather forecast, sports updates, and information that is compelling and relevant to viewers. Associate your brand with the state's only 24-hour local news outlet.

Note: Billboards that do not air due to breaking news coverage, special Spectrum News programming, technical issues or missing creative copy are not made good. Should the digital or Live Stream portion of this sponsorship under-deliver, we reserve the right to move those dollars to linear. Weekly investment is based on 26 weeks and :30 creative. Sponsorship rates subject to change for creative lengths other than :30. Bookends or other spot length formats subject to availability and not guaranteed.

\*M-Su 12:01a – 11:59p is \$0 and PC 40. Sponsor has first right of renewal on the sponsorship 60 days prior to the end of the assets expiration date.

\*\*25 Zip codes required, inventory check must be completed.

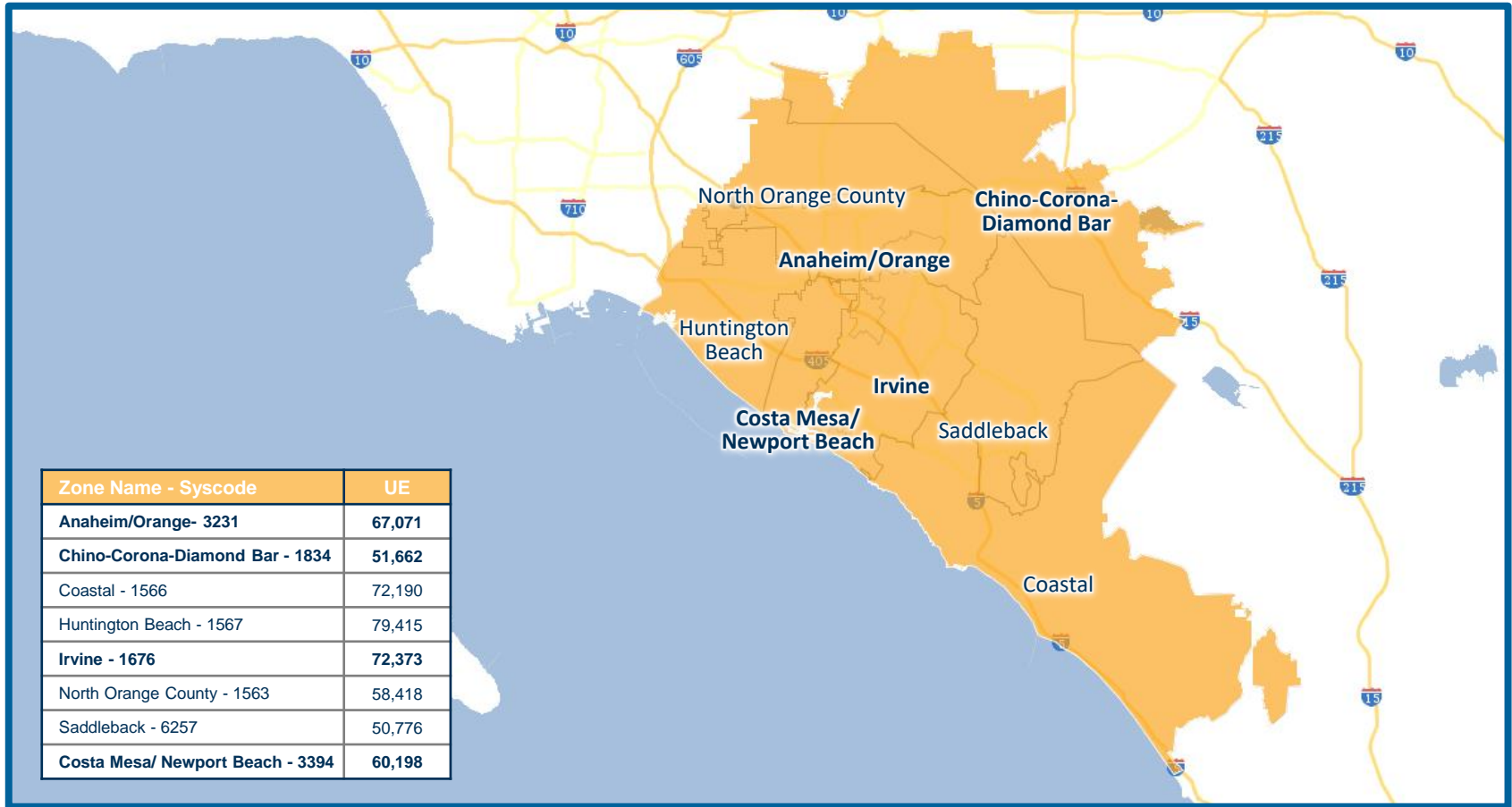
## Sponsorship Campaign & Elements Per Zone

:30-Spot Dayparts	Weekly	Half Annual
M-Su 5a-12m	5	130
M-Su 5a-10a	4	104
M-Su 10a-6p	4	104
M-Su 6p-12m	4	104
M-Su 12:01a-11:59p*	8	208
M-Su 5a-12a :10-Billboards	30	780
<b>:30 Spots + :10 VBB Subtotal</b>	<b>55</b>	<b>1,430</b>
<b>Weekly Total</b>	<b>\$619.00</b>	

ZONES	COST
<input type="checkbox"/> Anaheim/Orange	\$4,160
<input type="checkbox"/> Corona	\$2,041
<input type="checkbox"/> Costa Mesa/Newport	\$4,706
<input type="checkbox"/> Irvine (Cox)	\$3,146
<input type="checkbox"/> Riverside	\$2,041

3.16 (8)

# Spectrum News 1 Orange County (South) Programming Zone



3.16 (9)

Source: AMS-CableTrack Q4 2020. Neustar ElementOne. Universe Estimates for Q4 2020.





**Summer Olympic fans** include nearly 60% of Americans, uniformly admired by all four regions of the United States. The quadrennial event typically draws in families and is often watched in groups.\*



**51%**

female

**50%**

A18-49

**50%**

A25-54

**74%**

A35+

**74K**

median HHI

**68%**

any college

**68%**

own home

**33%**

more likely to stream sports

Olympic fans also watch these nets:



Discovery



NATIONAL GEOGRAPHIC



SPECTRUM NEWS



3.16 (11)

# 2021 SUMMER OLYMPICS

July 23 to August 8, 2021

*The show must go on...and it will. The 2021 Summer Olympics (the games of the XXXII Olympiad) will take place this summer in Tokyo, Japan, the 4<sup>th</sup> time in history that the Olympics have been held in that country and the second time as a summer Olympiad. This year's global celebration of the world's best athletes will feature 339 medal events over 41 sports. Baseball and Softball return for the first time since the 2008 games. New sports added for this year's event include Basketball 3x3, Climbing, Karate, Skateboarding and Surfing. Included in the more than 7,000 hours of coverage across all NBC platforms are live and taped coverage on NBCSN, MSNBC, Bravo, USA, CNBC and GOLF.*

--- Estimates\* ---

NETWORK	HH Rtg	RA25-54	RA35-64	RM25-54	RM35-64	RW25-54	RW35-64
NBCSN	0.7	0.3	0.4	0.4	0.5	0.2	0.3
USA	0.5	0.2	0.3	0.3	0.3	0.2	0.3
MSNBC	0.5	0.2	0.3	0.2	0.3	0.1	0.2
BRAVO	0.4	0.2	0.2	0.2	0.2	0.2	0.2
GOLF	0.4	0.1	0.2	0.2	0.2	0.1	0.1
CNBC	0.3	0.2	0.2	0.2	0.2	0.1	0.2
All Networks	0.4	0.2	0.2	0.3	0.3	0.2	0.2

\* Estimates are based on 2016 Summer Olympic actuals.

Source: Nielsen NLTV Los Angeles DMA, Live+SD, 2016 Summer Olympics, NBCSN, MSNBC, Bravo, CNBC, USA, Golf, All M-Su Weekday and Weekend Day, Prime and Late telecasts, 8/5 to 8/21/16.

AB: 4.7.21

# Reach All Audiences Without Limits



Video On Demand Bingers



Authenticated  
Cable Subscribers



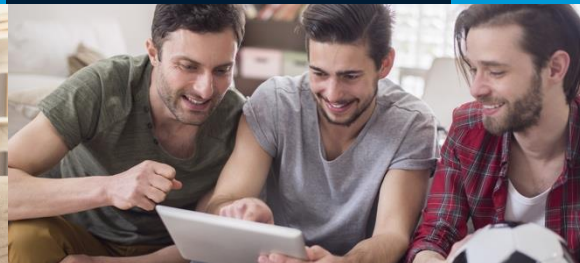
Spectrum TV App Streamers



Cord Stackers



Satellite Subscribers



OTT Cord Cutters



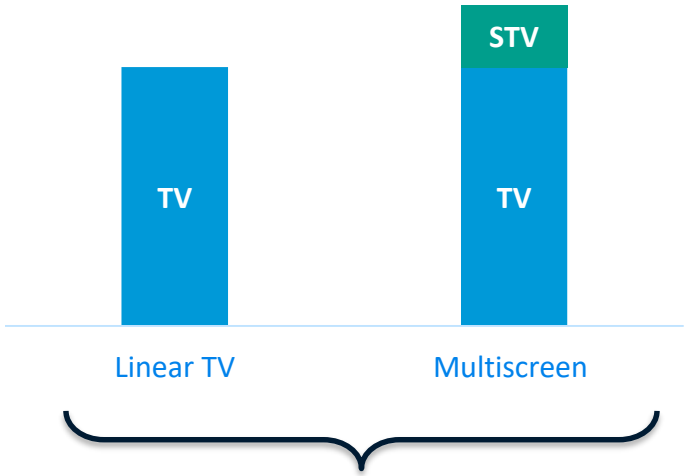
Cord Nevers

3.16 (12)

**Strategic Targeting. Significant Scale. Simple Execution.**

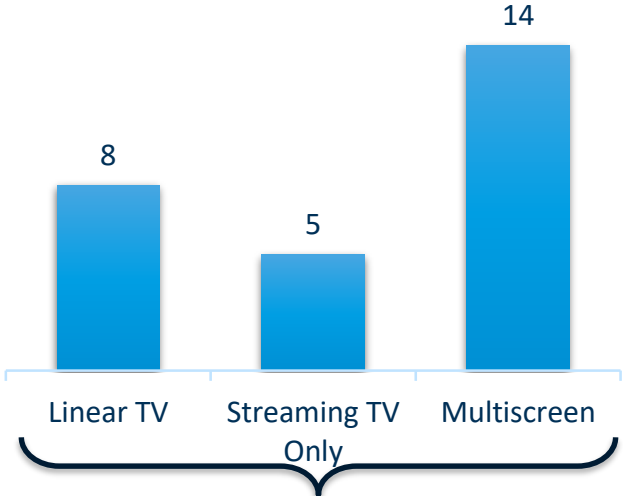
# TV + Streaming TV = More Reach and Frequency

## Reach



On average, adding Streaming TV to a Linear campaign will deliver an **incremental 17% lift in Reach\***

## Frequency



The average **Frequency of a Multi-Screen campaign is 14**, compared to an 8 with TV only, and a 5 with Streaming TV only\*

3.16 (13)

Source: Spectrum Reach AM Campaign Data. Date – 1<sup>st</sup> & 2<sup>nd</sup> Quarter 2020. O&O Only. \*Includes all campaigns with Streaming TV & Linear. N = Total Campaigns – 1202. Linear = 85% Reach/Streaming TV = 20% Reach. Duplication = 6%. Streaming TV Lift - % of new HHS reached



# Multiscreen TV Significantly Impacts Online Activity

## When leveraging Multiscreen TV, brands saw:

% increase in activity after adding TV and switching from a Streaming TV only campaign to a Multiscreen TV campaign



**83% rise** in unique website traffic



**312% increase** in search queries



**206% lift** in online views



**177% more** social actions

3,16 (14)

Source: VAB: Digital actions based on VAB analysis of iSpot.tv data and reflects TV commercial-related searches (Google, Bing, Yahoo!), social actions (posts, likes, shares and comments related to TV ads on Facebook, Twitter, YouTube, iSpot.tv) and earned, not promoted, online video views of TV ads (YouTube, iSpot.tv). Digital actions are correlated to TV ad airing data.

# Streaming TV

## Streaming TV without limits

Expect more. Reach anyone, anywhere, on any screen.

## Exclusive Content You Can Only Get from Us

Unmatched reach across every device, with exclusivity on the Spectrum TV App, VOD, and satellite/telco providers, and priority placement for your message.

## Data-informed Targeting

Find the right audience using our proprietary first-party viewership data to maximize your spend.

## Brand Safety Standards

We partner directly with premium programmers to deliver on full-episodic, brand-safe content to reach the quality viewers you want.

## Transparent Reporting

Measure your campaign performance with access to detailed metrics 24/7 on our AudienceTrak dashboard.



# Expect More with Spectrum's Streaming TV

Reach all Streaming audiences with access to more inventory....that you can't get anywhere else

Exclusive access on Spectrum TV app, Spectrum VOD and Top Satellite and Telco Partners\*



Spectrum TV App



Set Top Box  
VOD



AT&T



DIRECTV



fios  
by verizon

Guaranteed Priority Access on over 250+ Networks

CRACKLE

ESPN

SCI

CN  
CARTOON NETWORK

MSNBC

MOTOR  
TREND

nick

PLUTO™

TV LAND

COMEDY  
CENTRAL



TLC

tbs

cheddar

Trvl  
CHANNEL

food  
network

xumo

CNN  
tubitv

FOX  
NEWS  
HGTV

FX

tru™

ID

SPECTRUM  
NEWS

crunchyroll

PLUS...

Exclusive Local Market Access on Spectrum News\* and Regional Sports Networks\*

3.16 (16)

Spectrum News and Regional Sports Networks are available in select markets.

Based on market availability; partners may not have coverage or are available through Spectrum Reach.

Note: Sling TV impressions are only available for local, single, and multi-DMA campaigns.

# Reach Our Footprint and Beyond...With Exclusivity

**300**

**distributors**

**ONLY SPECTRUM REACH GIVES YOU  
GUARANTEED PRIORITY ACCESS TO...**

Spectrum TV App | Spectrum Video On Demand | Affiliate/Partner Apps

**YOU CAN REACH THEM ON THESE  
PLATFORMS, NETWORKS, AND SHOWS...**

Cable Network Apps | Streaming Apps | vMVPD/Aggregators

**CONSUMERS ACCESS  
CONTENT ON THESE DEVICES**

**CONSUMER**

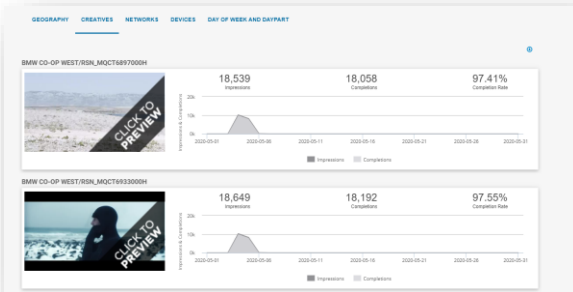


3.16 (17)

# Transparent Reporting

24/7 access to Streaming TV campaign reporting with 100% transparency

## Creative



## Network/Platform

STREAMING TV NETWORKS

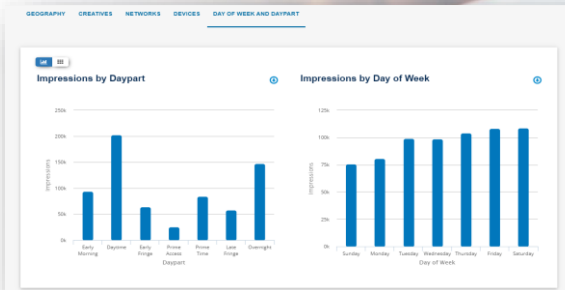
Networks	Impressions	Contribution
ESPN	245,000	24.45%
CNN	79,450	19.87%
FXM	93,904	6.47%
MSNBC	45,556	6.91%
Investigation Discovery	41,836	9.76%
BMC	17,871	2.46%

## Device

STREAMING TV DEVICES

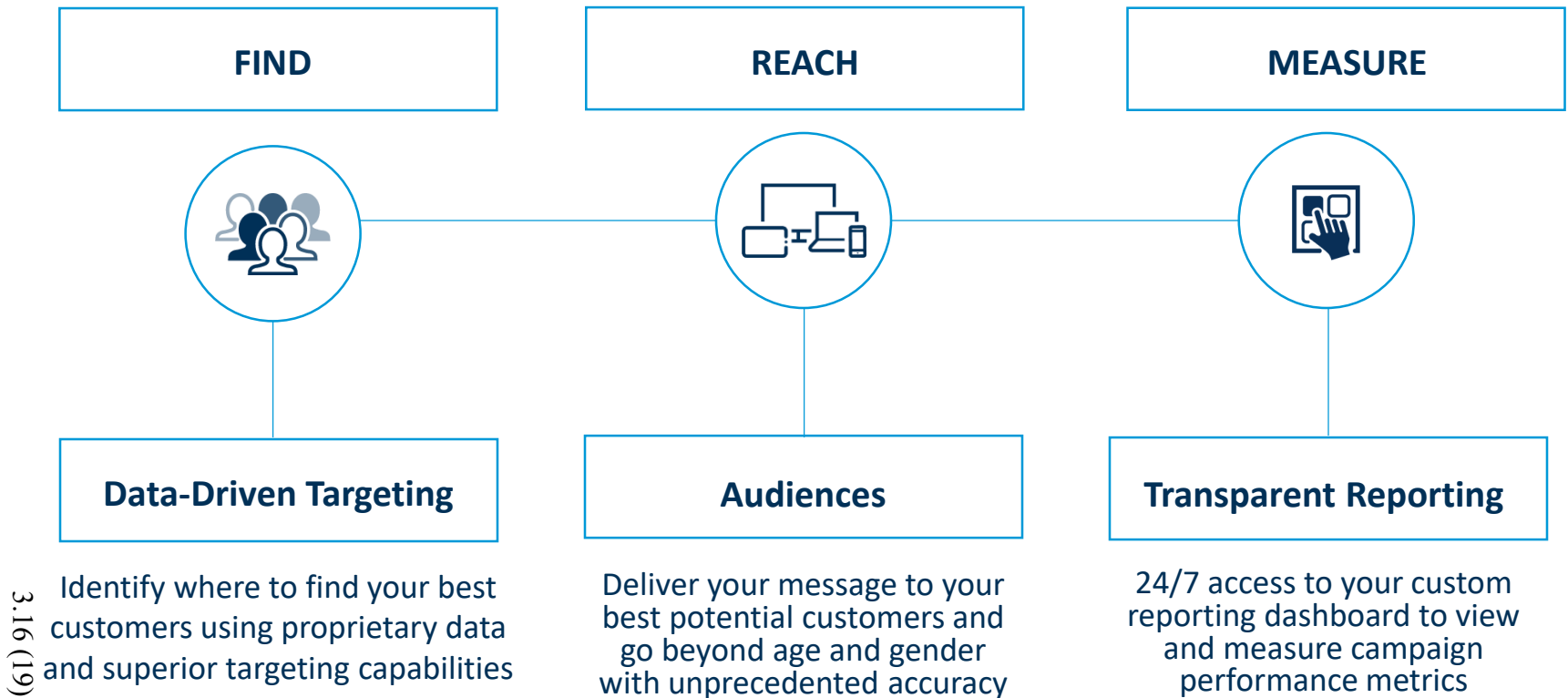
DEVICE	IMPRESSIONS	CONTRIBUTION
VARIOUS DEVICES ON SPD HAPPY APPS	146,595	27.46%
IPAD	146,026	23.19%
ROKU	128,990	18.97%
DESKTOP	91,497	12.92%
APPLE TV	36,288	5.28%
APP PRE-ROLL	21,282	2.96%

## Day of Week/Daypart



# Our Winning Approach Driven By Data

Spectrum Reach solutions makes your advertising dollars work harder and more effective than ever before



3.16 (19)

# Benefits of Partnering with Spectrum Reach



## Data-driven Targeting

Reach your best prospects using our proprietary viewership insights and platforms to inform the best targeting options for your campaign



## Brand-safe Inventory

We earned the TAG certified against fraud seal and follow the highest safety standards to protect your brand on premium ad placements



## Benefits of Big

As a \$2 Billion media-buying powerhouse we negotiate to get priority access in premium placements for your message – at the best prices



## Campaign Transparency

24/7 access to your custom reporting dashboard to view and measure campaign performance



## Strategic Creative

Let us boost your performance with a consistent messaging strategy tailored for every screen



## Reach without Limits

Reach our subscribers and non-subscribers at scale – across every screen, anywhere, and on programming you can only get from us

**Spectrum Reach was voted the most trusted ad sales organization in America.**

The Meyers Report, May 5<sup>th</sup>, 2020

Rancho Santiago Comm Coll District  
 Bank Code: 92 District Funds

Board Meeting of 06/21/21  
 Check Registers Submitted for Approval  
 Checks Written for Period 05/11/21 Thru 06/07/21

AP0020  
 Page: 1

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68893	General Fund Unrestricted	2,598,857.82	0.00	2,598,857.82	92*0548847	92*0548942
68900	General Fund Unrestricted	39,322.82	0.00	39,322.82	92*0548966	92*0549015
68904	General Fund Unrestricted	201,901.43	0.00	201,901.43	92*0549038	92*0549156
68910	General Fund Unrestricted	22,748.00	0.00	22,748.00	92*0549193	92*0549279
68911	General Fund Unrestricted	17,303.67	0.00	17,303.67	92*0549290	92*0549322
68914	General Fund Unrestricted	82,732.92	0.00	82,732.92	92*0549343	92*0549454
68918	General Fund Unrestricted	2,450.75	0.00	2,450.75	92*0549467	92*0549493
68919	General Fund Unrestricted	732.00	0.00	732.00	92*0549494	92*0549495
68920	General Fund Unrestricted	354.00	0.00	354.00	92*0549496	92*0549496
68921	General Fund Unrestricted	256,815.00	0.00	256,815.00	92*0549497	92*0549655
68928	General Fund Unrestricted	8,242.00	0.00	8,242.00	92*0549715	92*0549750
68929	General Fund Unrestricted	2,267.00	0.00	2,267.00	92*0549751	92*0549765
<b>Total Fund 11 General Fund Unrestricted</b>		<b><u>\$3,233,727.41</u></b>	<b><u>\$0.00</u></b>	<b><u>\$3,233,727.41</u></b>		



Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68865	General Fund Restricted	0.00	3,453.19	-3,453.19	92*0547983	92*0548063
68874	General Fund Restricted	0.00	3,600.00	-3,600.00	92*0548444	92*0548444
68887	General Fund Restricted	0.00	8,000.00	-8,000.00	92*0548692	92*0548692
68893	General Fund Restricted	940,644.13	0.00	940,644.13	92*0548846	92*0548946
68899	General Fund Restricted	67,500.00	0.00	67,500.00	92*0548957	92*0548957
68900	General Fund Restricted	620,802.08	0.00	620,802.08	92*0548959	92*0549012
68904	General Fund Restricted	5,133,637.10	0.00	5,133,637.10	92*0549030	92*0549162
68911	General Fund Restricted	343,273.84	0.00	343,273.84	92*0549280	92*0549332
68914	General Fund Restricted	433,183.67	0.00	433,183.67	92*0549337	92*0549455
68921	General Fund Restricted	1,890,514.03	0.00	1,890,514.03	92*0549500	92*0549660
<b>Total Fund 12 General Fund Restricted</b>		<b><u>\$9,429,554.85</u></b>	<b><u>\$15,053.19</u></b>	<b><u>\$9,414,501.66</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68745	GF Unrestricted One-Time Func	0.00	668.00	-668.00	92*0545250	92*0545250
68893	General Fund Unrestricted	16,354.06	0.00	16,354.06	92*0548844	92*0548931
68900	GF Unrestricted One-Time Func	2,184.17	0.00	2,184.17	92*0548958	92*0549014
68904	GF Unrestricted One-Time Func	138,105.74	0.00	138,105.74	92*0549029	92*0549163
68911	GF Unrestricted One-Time Func	53,628.56	0.00	53,628.56	92*0549305	92*0549331
68914	GF Unrestricted One-Time Func	29,013.22	0.00	29,013.22	92*0549336	92*0549456
68921	GF Unrestricted One-Time Func	101,184.30	0.00	101,184.30	92*0549498	92*0549657
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b>\$340,470.05</b>	<b>\$668.00</b>	<b>\$339,802.05</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68894	Child Development Fund	6,111.09	0.00	6,111.09	92*0548947	92*0548948
68905	Child Development Fund	12,833.60	0.00	12,833.60	92*0549164	92*0549181
68915	Child Development Fund	4,875.62	0.00	4,875.62	92*0549457	92*0549461
68922	Child Development Fund	7,595.86	0.00	7,595.86	92*0549661	92*0549677
<b>Total Fund 33 Child Development Fund</b>		<b>\$31,416.17</b>	<b>\$0.00</b>	<b>\$31,416.17</b>		

Checks Written for Period 05/11/21 Thru 06/07/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68895	Capital Outlay Projects Fund	3,308.00	0.00	3,308.00	92*0548949	92*0548949
68901	Capital Outlay Projects Fund	27,898.09	0.00	27,898.09	92*0549016	92*0549023
68906	Capital Outlay Projects Fund	54,547.40	0.00	54,547.40	92*0549182	92*0549185
68916	Capital Outlay Projects Fund	125,774.84	0.00	125,774.84	92*0549462	92*0549464
68923	Capital Outlay Projects Fund	306,814.65	0.00	306,814.65	92*0549678	92*0549694
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b><u>\$518,342.98</u></b>	<b><u>\$0.00</u></b>	<b><u>\$518,342.98</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68896	Bond Fund, Measure Q	4,800.00	0.00	4,800.00	92*0548950	92*0548951
68902	Bond Fund, Measure Q	43,691.92	0.00	43,691.92	92*0549024	92*0549026
68907	Bond Fund, Measure Q	244,441.50	0.00	244,441.50	92*0549186	92*0549188
68917	Bond Fund, Measure Q	23,855.11	0.00	23,855.11	92*0549465	92*0549466
68924	Bond Fund, Measure Q	666,020.49	0.00	666,020.49	92*0549695	92*0549702
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b>\$982,809.02</b>	<b>\$0.00</b>	<b>\$982,809.02</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68903	Property and Liability Fund	1,862.97	0.00	1,862.97	92*0549027	92*0549028
68908	Property and Liability Fund	3,967.50	0.00	3,967.50	92*0549189	92*0549189
68925	Property and Liability Fund	21,701.38	0.00	21,701.38	92*0549703	92*0549706
<b>Total Fund 61 Property and Liability Fund</b>		<b><u>\$27,531.85</u></b>	<b><u>\$0.00</u></b>	<b><u>\$27,531.85</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68897	Workers' Compensation Fund	600.13	0.00	600.13	92*0548952	92*0548953
68912	Workers' Compensation Fund	7,005.86	0.00	7,005.86	92*0549333	92*0549333
68926	Workers' Compensation Fund	19,620.39	0.00	19,620.39	92*0549707	92*0549709
<b>Total Fund 62 Workers' Compensation Fu</b>		<b><u>\$27,226.38</u></b>	<b><u>\$0.00</u></b>	<b><u>\$27,226.38</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68898	Student Financial Aid Fund	738,496.00	0.00	738,496.00	92*0548954	92*0548956
68909	Student Financial Aid Fund	2,800.00	0.00	2,800.00	92*0549190	92*0549192
68913	Student Financial Aid Fund	48,935.00	0.00	48,935.00	92*0549334	92*0549335
68927	Student Financial Aid Fund	1,577,291.00	0.00	1,577,291.00	92*0549710	92*0549714
<b>Total Fund 74 Student Financial Aid Fund</b>		<b><u>\$2,367,522.00</u></b>	<b><u>\$0.00</u></b>	<b><u>\$2,367,522.00</u></b>		



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**SUMMARY**

Total Fund 11 General Fund Unrestricted	3,233,727.41
Total Fund 12 General Fund Restricted	9,414,501.66
Total Fund 13 GF Unrestricted One-Time Fund	339,802.05
Total Fund 33 Child Development Fund	31,416.17
Total Fund 41 Capital Outlay Projects Fund	518,342.98
Total Fund 43 Bond Fund, Measure Q	982,809.02
Total Fund 61 Property and Liability Fund	27,531.85
Total Fund 62 Workers' Compensation Fund	27,226.38
Total Fund 74 Student Financial Aid Fund	2,367,522.00
Grand Total:	<u><u>\$16,942,879.52</u></u>

Checks Written for Period 05/11/21 Thru 06/07/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A2105315	SAC Diversified Agency Fund	2,589.38	0.00	2,589.38	1A*0002504	1A*0002508
1A2105422	SAC Diversified Agency Fund	3,724.23	0.00	3,724.23	1A*0002509	1A*0002511
1A2105529	SAC Diversified Agency Fund	6,672.43	0.00	6,672.43	1A*0002512	1A*0002521
1A2106105	SAC Diversified Agency Fund	1,385.00	0.00	1,385.00	1A*0002522	1A*0002523
<b>Total 1A SAC Diversified Agency Fund</b>		<b>\$14,371.04</b>	<b>\$0.00</b>	<b>\$14,371.04</b>		

Checks Written for Period 05/11/21 Thru 06/07/21

<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>
1B2105422	SAC Bookstore Fund	153.64	0.00	153.64	1B*0002820	1B*0002820
1B2105529	SAC Bookstore Fund	52.00	0.00	52.00	1B*0002821	1B*0002821
1B2106105	SAC Bookstore Fund	1,379.50	0.00	1,379.50	1B*0002822	1B*0002823
<b>Total 1B SAC Bookstore Fund</b>		<b><u>\$1,585.14</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,585.14</u></b>		

Checks Written for Period 05/11/21 Thru 06/07/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1C2105315	SAC Community Education Fund	647.76	0.00	647.76	1C*0001321	1C*0001321
1C2105422	SAC Community Education Fund	4,475.30	0.00	4,475.30	1C*0001322	1C*0001325
1C2105529	SAC Community Education Fund	1,962.00	0.00	1,962.00	1C*0001326	1C*0001327
<b>Total 1C SAC Community Education Fund</b>		<b>\$7,085.06</b>	<b>\$0.00</b>	<b>\$7,085.06</b>		

Checks Written for Period 05/11/21 Thru 06/07/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S2105315	SAC Associated Students Fund	1,507.03	735.89	771.14	1S*0001812	1S*0001819
1S2105422	SAC Associated Students Fund	1,730.96	0.00	1,730.96	1S*0001820	1S*0001823
1S2105529	SAC Associated Students Fund	338.58	169.29	169.29	1S*0001824	1S*0001825
1S2106105	SAC Associated Students Fund	907.81	0.00	907.81	1S*0001826	1S*0001828
<b>Total 1S SAC Associated Students Fund</b>		<b>\$4,484.38</b>	<b>\$905.18</b>	<b>\$3,579.20</b>		

Checks Written for Period 05/11/21 Thru 06/07/21

<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>
1T2105315	SAC Diversified Trust Fund	1,350.36	0.00	1,350.36	1T*0002166	1T*0002168
1T2105422	SAC Diversified Trust Fund	3,378.70	0.00	3,378.70	1T*0002169	1T*0002172
1T2105529	SAC Diversified Trust Fund	1,769.93	0.00	1,769.93	1T*0002173	1T*0002176
1T2106105	SAC Diversified Trust Fund	4,878.50	90.00	4,788.50	1T*0002177	1T*0002187
<b>Total 1T SAC Diversified Trust Fund</b>		<b><u><u>\$11,377.49</u></u></b>	<b><u><u>\$90.00</u></u></b>	<b><u><u>\$11,287.49</u></u></b>		

**SUMMARY**

Total Fund 1A SAC Diversified Agency Fund	14,371.04
Total Fund 1B SAC Bookstore Fund	1,585.14
Total Fund 1C SAC Community Education Fu	7,085.06
Total Fund 1S SAC Associated Students Fun	3,579.20
Total Fund 1T SAC Diversified Trust Fund	11,287.49
<b>Grand Total:</b>	<b><u><u>\$37,907.93</u></u></b>

Checks Written for Period 05/11/21 Thru 06/07/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A2105422	SCC Diversified Agency Fund	1,490.00	0.00	1,490.00	2A*0001901	2A*0001903
2A2105529	SCC Diversified Agency Fund	775.00	0.00	775.00	2A*0001904	2A*0001905
2A2106105	SCC Diversified Agency Fund	438.98	219.49	219.49	2A*0001906	2A*0001907
2A2106207	SCC Diversified Agency Fund	159.00	0.00	159.00	2A*0001908	2A*0001908
<b>Total 2A SCC Diversified Agency Fund</b>		<b>\$2,862.98</b>	<b>\$219.49</b>	<b>\$2,643.49</b>		



Checks Written for Period 05/11/21 Thru 06/07/21

<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>
2B2106105	SCC Bookstore Fund	33,162.01	17,948.88	15,213.13	2B*0002467	2B*0002476
2B2106207	SCC Bookstore Fund	57,954.79	57,302.04	652.75	2B*0002477	2B*0002478
<b>Total 2B SCC Bookstore Fund</b>		<b><u>\$91,116.80</u></b>	<b><u>\$75,250.92</u></b>	<b><u>\$15,865.88</u></b>		

Checks Written for Period 05/11/21 Thru 06/07/21

<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>
2C2105422	SCC Community Education Fund	972.00	0.00	972.00	2C*0001240	2C*0001241
2C2105529	SCC Community Education Fund	92.34	0.00	92.34	2C*0001242	2C*0001242
<b>Total 2C SCC Community Education Fund</b>		<b><u>\$1,064.34</u></b>	<b><u>\$0.00</u></b>	<b><u>\$1,064.34</u></b>		

Checks Written for Period 05/11/21 Thru 06/07/21

<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>
2S2106207	SCC Associated Students Fund	300.82	0.00	300.82	2S*0001479	2S*0001484
<b>Total 2S SCC Associated Students Fund</b>		<u><u>\$300.82</u></u>	<u><u>\$0.00</u></u>	<u><u>\$300.82</u></u>		

Checks Written for Period 05/11/21 Thru 06/07/21

<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>
2T2105422	SCC Diversified Trust Fund	5,386.62	0.00	5,386.62	2T*0001596	2T*0001601
2T2105529	SCC Diversified Trust Fund	218.88	0.00	218.88	2T*0001602	2T*0001602
2T2106105	SCC Diversified Trust Fund	2,707.42	0.00	2,707.42	2T*0001603	2T*0001605
<b>Total 2T SCC Diversified Trust Fund</b>		<b><u><u>\$8,312.92</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$8,312.92</u></u></b>		

**SUMMARY**

Total Fund 2A SCC Diversified Agency Fund	2,643.49
Total Fund 2B SCC Bookstore Fund	15,865.88
Total Fund 2C SCC Community Education Fu	1,064.34
Total Fund 2S SCC Associated Students Fun	300.82
Total Fund 2T SCC Diversified Trust Fund	8,312.92
<b>Grand Total:</b>	<b><u><u>\$28,187.45</u></u></b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT**  
**From 05/11/2021 To 06/07/2021**  
**Board Meeting on 06/21/2021**

**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>			
2000	CLASSIFIED SALARIES	7,037	
3000	EMPLOYEE BENEFITS	2,463	
4000	SUPPLIES & MATERIALS	45,705	
5000	OTHER OPERATING EXP & SERVICES		57,815
6000	CAPITAL OUTLAY	2,610	
<b>Total Transfer Fund 11</b>		<b>\$57,815</b>	<b>\$57,815</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
1000	ACADEMIC SALARIES		540,850
2000	CLASSIFIED SALARIES	64,182	
3000	EMPLOYEE BENEFITS		79,569
4000	SUPPLIES & MATERIALS	76,613	
5000	OTHER OPERATING EXP & SERVICES	1,157,117	
6000	CAPITAL OUTLAY		528,888
7000	OTHER OUTGO		148,605
<b>Total Transfer Fund 12</b>		<b>\$1,297,912</b>	<b>\$1,297,912</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
1000	ACADEMIC SALARIES	51,086	
3000	EMPLOYEE BENEFITS	8,762	
4000	SUPPLIES & MATERIALS		974
5000	OTHER OPERATING EXP & SERVICES		120,138
6000	CAPITAL OUTLAY	1,264	
7900	RESERVE FOR CONTINGENCIES	60,000	
<b>Total Transfer Fund 13</b>		<b>\$121,112</b>	<b>\$121,112</b>
<b><u>Fund 31: Bookstore Fund</u></b>			
4000	SUPPLIES & MATERIALS	7,200	
5000	OTHER OPERATING EXP & SERVICES		7,200
<b>Total Transfer Fund 31</b>		<b>\$7,200</b>	<b>\$7,200</b>
<b><u>Fund 33: Child Development Fund</u></b>			
4000	SUPPLIES & MATERIALS	13,000	
6000	CAPITAL OUTLAY		13,000
<b>Total Transfer Fund 33</b>		<b>\$13,000</b>	<b>\$13,000</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
6000	CAPITAL OUTLAY		6,197,835
7900	RESERVE FOR CONTINGENCIES	6,197,835	
<b>Total Transfer Fund 41</b>		<b>\$6,197,835</b>	<b>\$6,197,835</b>
<b><u>Fund 43: Bond Fund, Measure Q</u></b>			
4000	SUPPLIES & MATERIALS		180
6000	CAPITAL OUTLAY	180	
<b>Total Transfer Fund 43</b>		<b>\$180</b>	<b>\$180</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 05/11/2021 To 06/07/2021  
Board Meeting on 06/21/2021**

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
8100	FEDERAL REVENUES	6,322,182	
8600	STATE REVENUES	(107,175)	
1000	ACADEMIC SALARIES		8,901
2000	CLASSIFIED SALARIES		99,936
3000	EMPLOYEE BENEFITS		38,329
4000	SUPPLIES & MATERIALS		(111,707)
5000	OTHER OPERATING EXP & SERVICES		5,900,752
6000	CAPITAL OUTLAY		(113,599)
7000	OTHER OUTGO		392,395
<b>Total Increases (Decreases) Fund 12</b>		<b>\$6,215,007</b>	<b>\$6,215,007</b>
<b><u>Fund 33: Child Development Fund</u></b>			
8100	FEDERAL REVENUES	4,200	
7000	OTHER OUTGO		4,200
<b>Total Increases (Decreases) Fund 33</b>		<b>\$4,200</b>	<b>\$4,200</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
8100	FEDERAL REVENUES	5,855,692	
8600	STATE REVENUES	107,175	
7000	OTHER OUTGO		5,962,867
<b>Total Increases (Decreases) Fund 74</b>		<b>\$5,962,867</b>	<b>\$5,962,867</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 05/11/2021 To 06/07/2021**  
**Board Meeting on 06/21/2021**

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 11: General Fund Unrestricted</u></b>		
<b>BC9ZGCV0YN      05/31/21</b>		
4000      SUPPLIES & MATERIALS	30,000	
5000      OTHER OPERATING EXP & SERVICES		30,000
<b>Total Reference BC9ZGCV0YN</b>	<b>30,000</b>	<b>30,000</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Payment of ATT Bills		
<b><u>Fund 12: General Fund Restricted</u></b>		
<b>B027019            06/03/21</b>		
4000      SUPPLIES & MATERIALS	229,656	
5000      OTHER OPERATING EXP & SERVICES		229,656
<b>Total Reference B027019</b>	<b>229,656</b>	<b>229,656</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> License renewal for TRI and cover negative balances		
<b>B027021            06/04/21</b>		
5000      OTHER OPERATING EXP & SERVICES	133,461	
7000      OTHER OUTGO		133,461
<b>Total Reference B027021</b>	<b>133,461</b>	<b>133,461</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Loss revenue entry for SAC Health Center		
<b>BC04TE1G9Y      05/17/21</b>		
2000      CLASSIFIED SALARIES		77,387
3000      EMPLOYEE BENEFITS		32,853
5000      OTHER OPERATING EXP & SERVICES	110,240	
<b>Total Reference BC04TE1G9Y</b>	<b>110,240</b>	<b>110,240</b>
<b>Reason:</b> New Budget		
<b>Description:</b> SCE CARES HEERFII: Student Response Center		
<b>BC0XABLVUW      06/04/21</b>		
4000      SUPPLIES & MATERIALS		69,000
5000      OTHER OPERATING EXP & SERVICES	69,000	
<b>Total Reference BC0XABLVUW</b>	<b>69,000</b>	<b>69,000</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Hot spot expense for Continuing Education Center		
<b>BC2LM8INCF      05/27/21</b>		
1000      ACADEMIC SALARIES		125,788
3000      EMPLOYEE BENEFITS		26,315
5000      OTHER OPERATING EXP & SERVICES	152,103	
<b>Total Reference BC2LM8INCF</b>	<b>152,103</b>	<b>152,103</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> SAC CARES HEERF II: PT counseling salaries/benefits, reimaged Digital Dons laptops		



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 05/11/2021 To 06/07/2021  
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<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>Fund 12: General Fund Restricted</b>			
<b>BC8NXUITA5</b>	<b>05/13/21</b>		
2000	CLASSIFIED SALARIES	184,476	
3000	EMPLOYEE BENEFITS	82,841	
4000	SUPPLIES & MATERIALS	500	
5000	OTHER OPERATING EXP & SERVICES		268,817
6000	CAPITAL OUTLAY	1,000	
<b>Total Reference BC8NXUITA5</b>		<b>\$268,817</b>	<b>\$268,817</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> K14 Technical Assistance Provider: OC region, return of FY18-19 unexpended funds			
<b>BCEKLNXGBS</b>	<b>05/14/21</b>		
1000	ACADEMIC SALARIES		52,761
3000	EMPLOYEE BENEFITS		10,964
5000	OTHER OPERATING EXP & SERVICES	63,725	
<b>Total Reference BCEKLNXGBS</b>		<b>\$63,725</b>	<b>\$63,725</b>
<b>Reason:</b> New Budget			
<b>Description:</b> SCE CARES (HEERF II): SAC PT coordination, loaner laptop distribution			
<b>BCFDLAWP3Y</b>	<b>05/14/21</b>		
1000	ACADEMIC SALARIES		216,500
3000	EMPLOYEE BENEFITS		45,291
5000	OTHER OPERATING EXP & SERVICES	261,791	
<b>Total Reference BCFDLAWP3Y</b>		<b>\$261,791</b>	<b>\$261,791</b>
<b>Reason:</b> New Budget			
<b>Description:</b> SCE CARES HEERF II: SAC part-time counseling			
<b>BCFWM6USZ8</b>	<b>05/13/21</b>		
2000	CLASSIFIED SALARIES	184,476	
3000	EMPLOYEE BENEFITS	82,841	
4000	SUPPLIES & MATERIALS	500	
5000	OTHER OPERATING EXP & SERVICES		268,817
6000	CAPITAL OUTLAY	1,000	
<b>Total Reference BCFWM6USZ8</b>		<b>\$268,817</b>	<b>\$268,817</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> K14 Technical Assistance Provider: LA region, return of FY18-19 unexpended funds			
<b>BCK2S8HI0J</b>	<b>05/27/21</b>		
1000	ACADEMIC SALARIES		40,000
3000	EMPLOYEE BENEFITS		8,100
5000	OTHER OPERATING EXP & SERVICES	48,100	
<b>Total Reference BCK2S8HI0J</b>		<b>\$48,100</b>	<b>\$48,100</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Funds for SAC Veterans Resource Center counselors			
<b>BCM1AL0E5P</b>	<b>05/17/21</b>		
1000	ACADEMIC SALARIES		92,375
3000	EMPLOYEE BENEFITS		19,325
5000	OTHER OPERATING EXP & SERVICES	111,700	
<b>Total Reference BCM1AL0E5P</b>		<b>\$111,700</b>	<b>\$111,700</b>
<b>Reason:</b> New Budget			
<b>Description:</b> SCE CARES HEERF II: Career Ed Canvas and professional development			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
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<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>Fund 12: General Fund Restricted</b>			
<b>BCMJ89N2OF</b>	<b>05/21/21</b>		
1000	ACADEMIC SALARIES	26,928	
2000	CLASSIFIED SALARIES	17,847	
3000	EMPLOYEE BENEFITS	7,411	
4000	SUPPLIES & MATERIALS	1,814	
6000	CAPITAL OUTLAY		54,000
<b>Total Reference BCMJ89N2OF</b>		<b>\$54,000</b>	<b>\$54,000</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Equipment purchase for Beaverfit (Fire Academy project 2181)			
<b>BCMWUBJO26</b>	<b>05/14/21</b>		
2000	CLASSIFIED SALARIES		29,487
3000	EMPLOYEE BENEFITS		10,013
5000	OTHER OPERATING EXP & SERVICES	39,500	
<b>Total Reference BCMWUBJO26</b>		<b>\$39,500</b>	<b>\$39,500</b>
<b>Reason:</b> New Budget			
<b>Description:</b> SCE CARES HEERF II: Career Ed staffing			
<b>BCP1UC45OZ</b>	<b>05/31/21</b>		
4000	SUPPLIES & MATERIALS		9,990
5000	OTHER OPERATING EXP & SERVICES	414,990	
6000	CAPITAL OUTLAY		405,000
<b>Total Reference BCP1UC45OZ</b>		<b>\$414,990</b>	<b>\$414,990</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Funding equipment and supplies budget for SCC Continuing Education (4310/6412)			
<b>BCSK6AN3JX</b>	<b>05/11/21</b>		
2000	CLASSIFIED SALARIES		83,988
3000	EMPLOYEE BENEFITS		48,012
5000	OTHER OPERATING EXP & SERVICES	132,000	
<b>Total Reference BCSK6AN3JX</b>		<b>\$132,000</b>	<b>\$132,000</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> K12 SWP 19-20 admin costs to support staff costs			
<b>BCSM8GX3NH</b>	<b>05/11/21</b>		
2000	CLASSIFIED SALARIES		126,085
3000	EMPLOYEE BENEFITS		54,615
5000	OTHER OPERATING EXP & SERVICES	180,700	
<b>Total Reference BCSM8GX3NH</b>		<b>\$180,700</b>	<b>\$180,700</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Remaining balance owed to fiscal agent for FY18-19			
<b>BCV3TZMU5I</b>	<b>05/14/21</b>		
4000	SUPPLIES & MATERIALS		69,000
5000	OTHER OPERATING EXP & SERVICES	69,000	
<b>Total Reference BCV3TZMU5I</b>		<b>\$69,000</b>	<b>\$69,000</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Webcams/headsets for staff as part of return to work plan/OWLS for instructional use			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
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<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>BCVY15HM38</b>	<b>05/27/21</b>		
1000	ACADEMIC SALARIES		21,853
3000	EMPLOYEE BENEFITS		4,572
5000	OTHER OPERATING EXP & SERVICES	26,425	
<b>Total Reference BCVY15HM38</b>		<b>\$26,425</b>	<b>\$26,425</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> SCE CARES HEERF II: SAC DE part-time coordinators			
<b>BCW7P48FK0</b>	<b>05/11/21</b>		
4000	SUPPLIES & MATERIALS	11,000	
5000	OTHER OPERATING EXP & SERVICES	16,778	
6000	CAPITAL OUTLAY		27,778
<b>Total Reference BCW7P48FK0</b>		<b>\$27,778</b>	<b>\$27,778</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Equipment to aid with SCE remote instruction due to COVID-19 (SAC)			
<b>BCYCIUNH2T</b>	<b>05/31/21</b>		
4000	SUPPLIES & MATERIALS		16,230
5000	OTHER OPERATING EXP & SERVICES	30,950	
6000	CAPITAL OUTLAY		14,720
<b>Total Reference BCYCIUNH2T</b>		<b>\$30,950</b>	<b>\$30,950</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Funding for planned HEERF II expenses (SCC)			
<b>BCZF5AQEUX</b>	<b>05/17/21</b>		
1000	ACADEMIC SALARIES		23,373
3000	EMPLOYEE BENEFITS		4,892
5000	OTHER OPERATING EXP & SERVICES	28,265	
<b>Total Reference BCZF5AQEUX</b>		<b>\$28,265</b>	<b>\$28,265</b>
<b>Reason:</b> New Budget			
<b>Description:</b> SCE CARES HEERF II: HSS curriculum development (SAC)			
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
<b>BC8UASCGXL</b>	<b>05/19/21</b>		
1000	ACADEMIC SALARIES	30,296	
3000	EMPLOYEE BENEFITS	4,552	
5000	OTHER OPERATING EXP & SERVICES		34,848
<b>Total Reference BC8UASCGXL</b>		<b>\$34,848</b>	<b>\$34,848</b>
<b>Reason:</b> Adjustment			
<b>Description:</b> Fund CEC Summer marketing campaign			
<b>BCH6TYWVLI</b>	<b>06/02/21</b>		
5000	OTHER OPERATING EXP & SERVICES		60,000
7900	RESERVE FOR CONTINGENCIES	60,000	
<b>Total Reference BCH6TYWVLI</b>		<b>\$60,000</b>	<b>\$60,000</b>
<b>Reason:</b> Adjustment			
<b>Description:</b> General counsel legal expense: Alvarado Smith APC			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 05/11/2021 To 06/07/2021  
Board Meeting on 06/21/2021

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
<b>BCX2LZGDUC</b>	<b>05/27/21</b>		
1000	ACADEMIC SALARIES	20,790	
3000	EMPLOYEE BENEFITS	4,210	
5000	OTHER OPERATING EXP & SERVICES		25,000
<b>Total Reference BCX2LZGDUC</b>		<b>\$25,000</b>	<b>\$25,000</b>
<b>Reason:</b>	Correction		
<b>Description:</b>	Correction: Fund CEC Summer marketing campaign		
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>			
<b>B027005</b>	<b>05/12/21</b>		
6000	CAPITAL OUTLAY		25,000
7900	RESERVE FOR CONTINGENCIES	25,000	
<b>Total Reference B027005</b>		<b>\$25,000</b>	<b>\$25,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Funds to CEQA Consulting Services with LSA Assoc (SP 3560)		
<b>B027009</b>	<b>05/19/21</b>		
6000	CAPITAL OUTLAY		6,000,000
7900	RESERVE FOR CONTINGENCIES	6,000,000	
<b>Total Reference B027009</b>		<b>\$6,000,000</b>	<b>\$6,000,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Funds to RHR project to reduce Health Science building unfunded liability		
<b>B027011</b>	<b>05/27/21</b>		
6000	CAPITAL OUTLAY		72,835
7900	RESERVE FOR CONTINGENCIES	72,835	
<b>Total Reference B027011</b>		<b>\$72,835</b>	<b>\$72,835</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Allocate funds to building improvement: contracted services for MEDECO		
<b>B027012</b>	<b>05/27/21</b>		
6000	CAPITAL OUTLAY		100,000
7900	RESERVE FOR CONTINGENCIES	100,000	
<b>Total Reference B027012</b>		<b>\$100,000</b>	<b>\$100,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Allocate funds to provide on-call architectural design services		
<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B027015</b>	<b>05/27/21</b>		
8600	STATE REVENUES	(28,000)	
7000	OTHER OUTGO		(28,000)
<b>Total Reference B027015</b>		<b>\$(28,000)</b>	<b>\$(28,000)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	Disburse student stipends in Fund 12 Project 2557 as awards through financial aid		
<b>B027020</b>	<b>06/04/21</b>		
8100	FEDERAL REVENUES	5,930,510	
5000	OTHER OPERATING EXP & SERVICES		5,930,510
<b>Total Reference B027020</b>		<b>\$5,930,510</b>	<b>\$5,930,510</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	Set up new budget for ARP HEERF Round 3 Inst SCC		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 05/11/2021 To 06/07/2021  
Board Meeting on 06/21/2021

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>BCPNXJBT3Q</b>	<b>05/11/21</b>		
8600	STATE REVENUES	(101,500)	
1000	ACADEMIC SALARIES		(13,866)
3000	EMPLOYEE BENEFITS		(6,770)
4000	SUPPLIES & MATERIALS		(20,000)
6000	CAPITAL OUTLAY		(2,562)
7000	OTHER OUTGO		(58,302)
<b>Total Reference BCPNXJBT3Q</b>		<b>\$(101,500)</b>	<b>\$(101,500)</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Grants: transfer to EOPS fund 74			
<b>GLBUJB210001</b>	<b>05/25/21</b>		
8100	FEDERAL REVENUES	97,085	
1000	ACADEMIC SALARIES		8,793
2000	CLASSIFIED SALARIES		64,009
3000	EMPLOYEE BENEFITS		27,158
4000	SUPPLIES & MATERIALS		(2,875)
<b>Total Reference GLBUJB210001</b>		<b>\$97,085</b>	<b>\$97,085</b>
<b>Reason:</b> Adjustment			
<b>Description:</b> FY20/21 WIOA Augmentation Budget for CEC			
<b>GLBUJB210002</b>	<b>05/25/21</b>		
8100	FEDERAL REVENUES	36,813	
1000	ACADEMIC SALARIES		13,365
2000	CLASSIFIED SALARIES		12,963
3000	EMPLOYEE BENEFITS		9,500
4000	SUPPLIES & MATERIALS		1,015
5000	OTHER OPERATING EXP & SERVICES		(30)
<b>Total Reference GLBUJB210002</b>		<b>\$36,813</b>	<b>\$36,813</b>
<b>Reason:</b> Adjustment			
<b>Description:</b> FY20/21 WIOA Augmentation Budget for OEC			
<b>GLBUJB210003</b>	<b>06/04/21</b>		
8100	FEDERAL REVENUES	257,774	
1000	ACADEMIC SALARIES		609
2000	CLASSIFIED SALARIES		22,964
3000	EMPLOYEE BENEFITS		8,441
4000	SUPPLIES & MATERIALS		(89,854)
5000	OTHER OPERATING EXP & SERVICES		(29,728)
6000	CAPITAL OUTLAY		(111,037)
7000	OTHER OUTGO		456,379
<b>Total Reference GLBUJB210003</b>		<b>\$257,774</b>	<b>\$257,774</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Cover negative balance and adjust balance in funds 12 and 74			
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
<b>B027006</b>	<b>05/14/21</b>		
8100	FEDERAL REVENUES	(6,113,466)	
7000	OTHER OUTGO		(6,113,466)
<b>Total Reference B027006</b>		<b>\$(6,113,466)</b>	<b>\$(6,113,466)</b>
<b>Reason:</b> New Budget			
<b>Description:</b> Set up new budget for ARP HEERF III Student Portion (SCC)			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT- ATTACHMENT**  
From 05/11/2021 To 06/07/2021  
Board Meeting on 06/21/2021

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
<b>B027007</b>	<b>05/14/21</b>		
8100	FEDERAL REVENUES	6,113,466	
7000	OTHER OUTGO		6,113,466
<b>Total Reference B027007</b>		<b>\$6,113,466</b>	<b>\$6,113,466</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Reverse B027006: Set up new budget for ARP HEERF III Student Portion (SCC)			
<b>B027008</b>	<b>05/14/21</b>		
8100	FEDERAL REVENUES	6,113,466	
7000	OTHER OUTGO		6,113,466
<b>Total Reference B027008</b>		<b>\$6,113,466</b>	<b>\$6,113,466</b>
<b>Reason:</b> New Budget			
<b>Description:</b> Set up new budget for ARP HEERF III Student Portion (SCC)			
<b>B027014</b>	<b>05/27/21</b>		
8600	STATE REVENUES	28,000	
7000	OTHER OUTGO		28,000
<b>Total Reference B027014</b>		<b>\$28,000</b>	<b>\$28,000</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Disburse student stipends in Fund 12 Project 2557 as awards through financial aid			
<b>BC8CZQ4BU3</b>	<b>05/11/21</b>		
8600	STATE REVENUES	101,500	
7000	OTHER OUTGO		101,500
<b>Total Reference BC8CZQ4BU3</b>		<b>\$101,500</b>	<b>\$101,500</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> EOPS grants (SCC)			
<b>GLBUJB210003</b>	<b>06/04/21</b>		
8100	FEDERAL REVENUES	(257,774)	
7000	OTHER OUTGO		(257,774)
<b>Total Reference GLBUJB210003</b>		<b>\$(257,774)</b>	<b>\$(257,774)</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Cover negative balance and adjust balance in funds 12 and 74			

**RECOMMENDATION**

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

4.2 (9)

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

To:	Board of Trustees	Date: June 21, 2021
Re:	Adoption of Resolution No. 21-10 to Establish Agency Fund No. 89	
Action:	Request for Adoption	

**BACKGROUND**

On May 24, 2021, Rancho Santiago Community College District (RSCCD) Board of Trustees approved Fiscal Agent Services Agreement #C21-0010 between the California Community College Chancellor's Office (CCCCO) and RSCCD. Under this agreement, RSCCD agreed to serve as a fiscal agent on behalf of the CCCCCO. As the fiscal agent, RSCCD will hold, account for, and disburse Proposition 98 funds at the discretion of the CCCCCO for the benefit of the California Community Colleges. RSCCD will not make expenditure decisions, but will enter into subcontracts on behalf of the CCCCCO, manage accounts payable, receivables, and reporting on behalf of the CCCCCO. The terms of this fiscal agent services agreement include fiscal controls specifically requiring that RSCCD deposit funds into a single interest-bearing account in trust for the benefit of the California Community Colleges.

**ANALYSIS**

The California Community Colleges Budget and Accounting Manual, in accordance with Education Code Section 70901 and 59010, requires that fiduciary activities, such as the receipt and disbursement of funds made in an agency capacity, be accounted for separately from regular district operations, and provides for the establishment of an Agency Fund for this purpose. As RSCCD does not currently have an Agency Fund with the County Treasurer, the attached resolution must be adopted to establish Agency Fund No. 89 with the County Treasurer.

**RECOMMENDATION**

It is recommended the Board of Trustees adopt Resolution No. 21-10 to establish Agency Fund No. 89.

Fiscal Impact:	None	Board Date: June 21, 2021
Prepared by:	Erika Almaraz, Fiscal Services Manager	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

## BOARD OF TRUSTEES

### Resolution to Establish Agency Fund No. 89

#### Resolution No. 21-10, dated this 21st day of June 2021

**Whereas**, on May 24, 2021, Rancho Santiago Community College District (RSCCD) Board of Trustees approved fiscal agent services agreement #C21-0010 in which RSCCD agreement to serve as a fiscal agent of the California Community College Chancellor's Office (CCCCO);

**Whereas**, the fiscal agent services agreement requires that RSCCD hold, account for, and disburse State funds at the discretion of the CCCCCO for the benefit of the California Community Colleges.

**Whereas**, the fiscal agent services agreement requires fiscal controls and specifically requires that RSCCD deposit funds into a single interest-bearing account in trust for the benefit of the California Community College Chancellor's Office;

**Whereas**, the California Community Colleges Budget and Accounting Manual, in accordance with Education Code Section 70901 and 59010, requires that fiduciary activities, such as the receipt and disbursement of funds made in an agency capacity, be accounted for separately from regular district operations, and provides for the establishment of an Agency Fund for this purpose;

**Whereas**, the Orange County Department of Education, in complying with the said code sections, has established Fund 89 as an Agency Fund; and

**Whereas**, RSCCD must comply with Education Code provisions and the terms of its fiscal agent agreements;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees authorizes RSCCD to establish an Agency Fund with the County Treasurer for the purpose of accumulating and expending funds received through fiscal agent services agreements effective June 21, 2021.

I, Marvin Martinez, Secretary to the Board of Trustees of Rancho Santiago Community College District, hereby certify that on June 21, 2021, this Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Marvin Martinez  
Secretary to the Board of Trustees



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of the 2021-22 Tentative Budget	
Action:	Request for Approval	

**BACKGROUND**

In accordance with the California Code of Regulations, Title 5, Section 58305, the governing board of each community college district shall adopt a tentative budget by July 1<sup>st</sup> of each year.

**ANALYSIS**

A bound copy of the proposed Tentative Budget has been provided for review. The electronic version is available on the Budget Summary [website](#). The Tentative Budget contains budgets for all of the funds under the District’s purview including the following: General Fund (restricted and unrestricted), Bond Interest and Redemption Funds, Bookstore Fund, Child Development Fund, Capital Outlay Projects Fund, General Obligation Bond Fund, Self-Insurance Funds, Retiree Health Benefits Funds, Associated Students Fund, Representation Fee Trust Fund, Student Financial Aid Fund, Community Education Fund, and the Diversified Trust Fund.

The Tentative Budget is considered a placeholder budget for operational purposes and was prepared based on the best available information including proposals included in the governor’s May Revise, and is balanced using the increased Cost of Living Adjustment (COLA) of 4.05% as well as using approximately \$4 million in Higher Education Emergency Relief Funds (HEERF) to offset lost revenue and earned indirect cost. The Tentative Budget was reviewed and recommended to District Council by the Fiscal Resources Committee (FRC), and in turn was reviewed and recommended to the Chancellor by District Council.

The proposed Adopted Budget, which will include updated information known at that point, is scheduled to be presented for approval at the September 13, 2021 Board meeting.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the 2021-22 proposed Tentative Budget as presented.

Fiscal Impact:	As Identified in the Tentative Budget	Board Date: June 21, 2021
Prepared by:	Thao Nguyen, Manager of Budget, Forecasting and Analysis	
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: June 21, 2021
Re:	Approval of Agreement with Brailsford & Dunlavey, Inc. - Development Planning for Centennial Education Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND**

On May 8, 2020, Rancho Santiago Community College District (District) entered into an 80-year and 10-month ground lease with the City of Santa Ana (City) for the Santa Ana College Continuing Education Center located at the City's Centennial Park at 2900 West Edinger Ave which supersedes a previous license agreement that began on November 5, 1979. As per the terms of the agreement, the District and the City agreed that the lease shall be conditioned upon the District making significant improvements for the public's benefit to the site lease premises, upon the National Park Service's approval of the lease or approval of a land conversion related to deed restrictions on the Park. The City is still awaiting a response from the National Park Service.

The lease agreement further stipulates the District must make a one-time capital contribution in the amount of \$1 million to improve areas adjacent the lease premises such as sidewalks, landscaping surface parking lots or similar items. Additionally, the parties must come to an agreement about the scope of work and the significant improvements to be undertaken at the site within a four and a half year timeline from commencement of the ground lease agreement for the redevelopment of the existing Centennial Education Center.

In response to the terms of the agreement, the District issued a Request for Qualifications/Request for Proposal (RFQ/RFP) to solicit expert advice to assist the District in exploring redevelopment options, including identifying the best potential partners for the redevelopment scenarios. The RFQ/RFP requests data collection surveys, strategic planning with the College, real estate market research, potential development options, facilitation of engaging stakeholders and work group committees, preliminary conceptual site design/siting concepts and viable financing options, including but not limited to public-private and/or public-public partnerships.

**ANALYSIS**

A Request for Qualifications/Request for Proposal (RFQ/RFP) #2021-295 for professional consulting services for Development Planning for Centennial Education Center at Santa Ana College was solicited on February 22, 2021 to interested consultants, advertised on the District's website and on the Coalition for Community Colleges Foundation (CCFC) website. The District received five proposals including ALMA Strategies (Sacramento), Brailsford & Dunlavey, Inc. (Costa Mesa), M. Arthur Gensler, Jr. & Associates, Inc. (Newport Beach), SVA Architects, Inc. (Santa Ana), and Perkins Eastman (Costa Mesa). A screening panel of six members convened

on April 7, 2021 to review the proposals and interviewed Brailsford & Dunlavey, Inc. and M. Arthur Gensler, Jr. & Associates, Inc. on April 16, 2021. The selection panel unanimously recommends Brailsford & Dunlavey, Inc. based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, and fee. It is recommended that the District enter into an agreement with Brailsford & Dunlavey, Inc. for Development Planning for Centennial Education Center at Santa Ana College. Please [click here](#) to see the agreement.

The services covered by this agreement shall commence June 22, 2021 and end December 31, 2022. The contract is a not to exceed fee of \$209,690. The District has reviewed the fee and it is reasonable and within industry standards.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the agreement with Brailsford & Dunlavey, Inc. for professional consulting services for Development Planning for Centennial Education Center at Santa Ana College as presented.

Fiscal Impact:	\$209,690	Board Date: June 21, 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: 6/21/2021**

Project: Development Planning Services

Site: **Centennial Education  
Center at Santa Ana College**

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Consultants: **Brailsford & Dunlavey, Inc.**

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Type of Service: Professional Consultant Services for Development Planning

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<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Duration</b>	
			<b>Start</b>	<b>End</b>
Original Contract Amount	\$209,690.00		6/22/2021	12/31/2022
<b>Total Agreement Amount</b>	\$209,690.00			

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**AGREEMENT NO: 0417.00/ DESCRIPTION:**

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This agreement #0417.00 is incorporated herein by reference and included as part of the agenda.

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**Total Proposed Amount:** **\$209,690.00**

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

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: June 21, 2021
Re:	Award of Bid #1407 Science Center - Owner Furnished Furnishings and Equipment Project at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND**

This is an approval for the award of Bid #1407 for the Science Center Owner Furnished Furnishings and Equipment project at Santa Ana College. The Science Center will house laboratories, classrooms and divisional faculty offices. The project consists of installing surface mounted wall backing, seismic bracing and equipment anchorage for owner furnished owner installed equipment (OFOI), as well as minor millwork, mounting of safety mirrors, installation of lectern plaques and signage work. Contractor is to include delivery, leveling, anchoring, cleaning, and debris removal as required to provide complete, functional, and ready to use furniture, fixtures, and equipment.

**ANALYSIS**

Bid #1407 for the Science Center Owner Furnished Furnishings and Equipment project at Santa Ana College was advertised in the Orange County Register on April 18, 2021 and April 25, 2021. A Notice Inviting Formal Bids was sent to 153 contractors from the District’s qualified contractors list on April 19, 2021.

A mandatory job walk was conducted on April 27, 2021, and there were four attendees. Bids were opened on May 11, 2021, as noted on the attached bid summary. The District received two bids for the project. Ramco General Engineering Contractors (Orange) submitted the lowest responsive bid in the amount of \$158,000. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements. After review of the bid received, the District recommends approval of award of Bid #1407 to Ramco General Engineering Contractors.

The anticipated start date is July 13, 2021. The estimated construction duration is 60 calendar days.

This project is funded by Capital Outlay Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees award Bid #1407 to Ramco General Engineering Contractors for the Science Center Owner Furnished Furnishings and Equipment Project at Santa Ana College as presented.

Fiscal Impact:	\$158,000	Board Date: June 21, 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 #1407**

**PROJECT:** Science Center Owner Furnished Furnishings and Equipment

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

**DATE: May 11, 2021**

**BIDDERS**

**TOTAL BASE BID AMOUNT**

RAMCO General Engineering Contractors  
PO Box 920878  
Sylmar, CA 91392

\$158,000

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

\$233,000

**2 TOTAL BIDDERS**

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

<b>To:</b>	Board of Trustees	<b>Date:</b> June 21, 2021
<b>Re:</b>	Ratification of Award of Bid #1405 – Building D Elevator Modernization Project at Santiago Canyon College	
<b>Action:</b>	Request for Ratification	

**BACKGROUND**

This is ratification for the award of Bid #1405 for the Building D Elevator Modernization project at Santiago Canyon College.

This project will correct the Building D elevator accessibility deficiencies identified as part of the Office of Civil Rights (OCR) 2016 College Compliance Review Report as a result of a site visit to the college that occurred in April of 2016. This is one of several projects occurring on campus to address accessibility deficiencies noted in both the Blaser Settlement and OCR Compliance Review Report. Elevators were identified in the OCR report as needing upgrades to meet accessibility requirements. The elevator is a primary route of travel for persons with a disability to the second floor and existing original equipment will need to be updated to meet accessibility codes and requirements. Additionally, the elevator cab has been in operation since the construction of the building in 1989. Both the elevator and its components are nearing the end of its useful life and in need of upgrades to ensure its continued safe operation.

This project includes upgrades to doors, cab finishes, signage, visual and audible accessories, elevator pit, machine room, electrical, mechanical, and all related elevator equipment. The ADA scope of work includes upgrades to hall buttons, elevator buttons, in-car direction signs, elevator handrails, hands-free phone, and other code corrections meeting the most current ADA compliance requirements. The project will also include upgrades to the fluid tank, motor, cylinder, submersible motor, machine room controller, electrical, and all other required equipment upgrades to modernize the elevator and extend the longevity of the equipment.

As required by the Division of Industrial Relations, Cal/OSHA (California Occupational Safety and Health Administration), Elevator Safety Orders, and Title 8 of the California Code of Regulations, all elevator upgrades are required to be completed by qualified elevator companies possessing a conveyance license and certification. Upon completion of the project, a state elevator inspector will review the elevator upgrades and will approve the use of the elevator.

This is a Scheduled Maintenance project.



**ANALYSIS**

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1405 for the Building D Elevator Modernization project at Santiago Canyon College was advertised on the District’s website, and a notice inviting bids was sent to thirteen contractors from the District’s qualified contractors list on March 19, 2021.

A mandatory job walk was conducted on March 30, 2021, and there were nine attendees. Bids were opened on April 20, 2021, as noted on the attached bid summary. The District received one bid for the project. Excelsior Elevator Corporation (Santa Ana) submitted the lowest responsive bid in the amount of \$189,600. 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 Excelsior Elevator Corporation.

The anticipated start date is June 3, 2021. The estimated construction duration is 210 calendar days.

The project is funded by State Scheduled Maintenance Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees ratify the award of Bid #1405 – Building D Elevator Modernization Project at Santiago Canyon College as presented.

Fiscal Impact:	\$189,600	Board Date: June 21, 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**

<b>BID #1405</b>	<b>PROJECT:</b> Building D Elevator Modernization at Santiago Canyon College	<b>TIME: 2:00 P.M.</b> <b>DATE: April 20, 2021</b>
<b>BIDDERS</b>		<b>TOTAL BASE BID AMOUNT</b>
Excelsior Elevator Corporation 1961 Blair Avenue Santa Ana, CA 92705		\$189,600
<b>1 TOTAL BIDDER</b>		

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

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of Amendment to Agreement with Cannon Corporation - On-Call District-wide Land Survey Services	
Action:	Request for Approval	

**BACKGROUND**

This is an amendment to an existing agreement to extend time only. There are no additional costs for this amendment. On June 13, 2016 the Board of Trustees approved an agreement with Cannon Corporation (formerly PENCO) for on-call district-wide land survey services. The firm was previously qualified under a Request for Qualifications #1314-38 in 2016. To see the original agreement, please [click here](#).

The District is in need of extending this on-call agreement with Cannon Corporation to continue the existing survey work at Santiago Canyon College and the Bristol & 17<sup>th</sup> Street property associated with Santa Ana College as it relates to acquisition and fee title issues and encumbrances on the properties. This will allow the District to continue its work with the surveyor to assist in a variety of tasks including, but not limited to: reviewing legally recorded instruments; review of legal descriptions of parcels acquired; easements and right of way dedications; review of existing and legacy surveys; research and assistance to determine if there are outstanding encumbrances on the property at time of acquisition that need further clarification; assist if necessary preparing documents to be used for easements, dedications; developing exhibits for submittal to County, City, or other agencies as needed. The surveyor will also assist in other specific topographic survey work when time is of the essence. By utilizing the existing consultant for on-call services, continuity is maintained for these projects. Current projects that Cannon Corporation is working on with the District include: 1) Bristol and 17<sup>th</sup> Street at Santa Ana College, 2) Campus Entrance Improvements project at Santiago Canyon College, and 3) Boundaries and encumbrances at Santiago Canyon College.

**ANALYSIS**

The services covered by this agreement commenced on June 14, 2016 and the new end date is being extended from June 30, 2021 to December 31, 2021. There are no additional costs for this amendment. The agreement remains based on a total not-to-exceed fee of \$150,000.

This agreement is funded by Capital Outlay Funds.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the amendment to agreement with Cannon Corporation - On-Call District-wide Land Survey Services as presented.

Fiscal Impact:	N/A	Board Date: June 21, 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: 6/21/2021**

Project: On-Call District-wide Land Survey Services

Site: **District-wide**

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Consultants: **Cannon Corporation (formerly PENCO)**

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Type of Service: Land Survey Services

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Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$98,000.00	\$2,000.00	6/14/2016	6/30/2018
Amendment #1	\$50,000.00			6/30/2019
Amendment #2				6/30/2021
Amendment #3				12/31/2021
<b>Total Agreement Amount</b>	<b>\$150,000.00</b>			

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**AGREEMENT NO: 0199.00/ DESCRIPTION:**

Amendment #3 for an extension of time only.

This agreement #0199.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

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**Total Proposed Amount:**

**N/A**

**Contract End Date:**

**12/31/2021**

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**THIRD AMENDMENT TO LAND SURVEY SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **22nd** day of **JUNE** in the year **2021**, between **CANNON CORPORATION**, 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. 0199.00 entered into on June 14, 2016 and amended on June 11, 2018 and June 18, 2019 to provide ON-CALL DISTRICT-WIDE LAND SURVEY SERVICES. Please amend the AGREEMENT to include the following:
  - 1. By extending the contract completion date from June 30, 2021 to be through December 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. 0199.00, effective June 14, 2016, shall remain in full force and effect.

**CANNON CORPORATION**

**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  
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: June 21, 2021
Re:	Approval of Renewal of Services with Rave Mobile Safety for Rave Alert and the addition of Rave Guardian	
Action:	Request for Approval	

**BACKGROUND**

District Safety and Security currently utilizes two internet platforms as safety communication tools on each campus and districtwide. They are Rave Alert and LiveSafe mobile app.

The Rave Alert platform has been utilized for Districtwide Emergency Mass Communication since June 1, 2017 and gives District Safety and Security the ability to deliver timely, emergency notifications and warnings to students, staff and campus visitors. Rave Alert is a single sign-on emergency mass communication system that offers the widest possible range of communication channels. This communication reaches our target audience by recorded voice, text to speech, SMS, TTY, RSS, email, social media and common altering protocol (CAP). The ability to provide these notifications are a requirement of the Jeanne Clery Act.

Since 2016, the LiveSafe app has been offered free of charge to all students and staff throughout RSCCD and allows users to report crimes and communicate with Campus Safety. Currently, there are 2440 users of the app. Users of the mobile app have a direct communication tool to Campus Safety enabling them to contact officers while on campus and to report incidents. The app also provides other pertinent safety information to the user.

**ANALYSIS**

Rave Mobile Safety offers a product called Rave Guardian which provides the same platform services as the LiveSafe app and can be integrated with Rave Alert, making the LiveSafe app redundant and unnecessary, and could be confusing during an actual emergency. In the event of a Campus or Districtwide emergency, communication is vital and must be timely. Two different platforms could lead to confusion or miscommunication in the event of a real-world crisis.

The proposed Rave Guardian app provides the same safety features and resources as the LiveSafe app however, the services are enhanced by integrating Rave Alert with Rave Guardian as those with Rave Guardian will receive Rave alerts. Having the Rave Guardian app integrated with the Rave Alert will strengthen the emergency tools districtwide from District Safety and Security to ensure timely notifications.

By replacing LiveSafe app with Rave Guardian, there is a savings of approximately \$7,000 for the fiscal year.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the renewal of services with Rave Mobile Safety for Rave Alert and the addition of Rave Guardian as presented and authorize the Interim Vice Chancellor of Business Operations/Fiscal Services to enter into the agreement for a five-year renewal.

Fiscal Impact:	\$40,666.53/year	Board Date: June 21, 2021
Prepared by:	Ralph Webb, Chief, District Safety & Security	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	





492 Old Connecticut Path, 2<sup>nd</sup> Floor  
Framingham, MA 01701  
Renewals@ravemobilesafety.com

## RAVE MOBILE SAFETY RENEWAL

Hello,

Your Alert service contract is set to expire on **July 1, 2021**. Enclosed on Page 2 is a Rave Mobile Safety Renewal Quote for your review. Please return a signed copy of this Renewal Quote 30 days prior to your Renewal Date.

Thank you,  
Rave Renewals Team  
Renewals@ravemobilesafety.com

### INSTRUCTIONS FOR COMPLETING RENEWAL:

1. Complete required Billing Information section
2. Sign in signature block at bottom of Renewal Quote
3. Return via email or fax:  
E: Renewals@ravemobilesafety.com  
F: (917) 591-9105

THIS IS NOT AN INVOICE



492 Old Connecticut Path, 2<sup>nd</sup> Floor  
Framingham, MA 01701  
Renewals@ravemobilesafety.com

RENEWAL QUOTE

Date: April 23, 2021  
Quote #0065A00001bmxoVQAQ

Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, California 92706

<input type="checkbox"/> 5 Year Renewal	
<b>1st yr of 5 yr Renewal – July 1, 2021 through June 30, 2022</b>	
Rave Alert Basic Annual License	\$21,698.72
Premium SMS Messaging for Rave Alert	\$3,045.43
Premium SMS Messaging for Rave Alert	\$2,169.88
Rave Smart Loader Annual Integration	\$2,055.67
Rave Voice Add-on Annual License	\$1,812.75
CAP inbound/outbound API for Rave Alert	\$1,142.04
Rave Alert Social Media Integration	\$1,142.04
Rave Guardian	\$7,600.00
<b>Annual Cost:</b>	<b>\$40,666.53</b>
<i>Total Contract Value:</i>	<i>\$203,317.65</i>
<i>(To be paid in the amount of \$40,666.53 per year)</i>	

All terms and conditions of the fully executed agreement shall remain in full force and effect. Renewal Quote does not include Sales Tax, if applicable.

**THIS IS NOT AN INVOICE**

**New! Optional Training Sessions**

Are you interested in including a one-time online training engagement to your renewal? It is a great way to keep your staff current on all new and enhanced features of our products.

To purchase a Standard 4-hour online training session, please check this box

Please note: Training must be used within the 12-month period of your annual subscription period.

Customized training is also available upon request. Please contact [sales@ravemobilesafety.com](mailto:sales@ravemobilesafety.com) for further details.

**\* BILLING INFORMATION (Required):**

\* Billing Contact: \_\_\_\_\_

\* Billing Phone: \_\_\_\_\_

\* Billing Email: \_\_\_\_\_

\* PO Required?  If YES, enter PO #: \_\_\_\_\_

Please Note: If a PO is required for payment purposes, please provide a PO # within 7 days of submitting your signed quote or upon receipt of Auto-Renewal Invoice

**BILLING INFORMATION:**

1. Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.
2. Is the contracting entity exempt from sales tax? If yes, please upload a copy of your tax exemption form

Please ensure that your proof of exemption is a State Tax Exemption for your billing state. We cannot accept proof of IRS Federal Tax Exemption or W-9 forms in lieu of proof of state tax exemption.

Invoices for this order will be emailed automatically from [collections@ravemobilesafety.com](mailto:collections@ravemobilesafety.com). Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

**QUOTE ACCEPTED BY:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed or Typed): \_\_\_\_\_ Title: \_\_\_\_\_

2<sup>nd</sup> Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(If required)

Name (Printed or Typed): \_\_\_\_\_ Title: \_\_\_\_\_

Rave Mobile Safety Renewal

*R*  
**CONTENTS  
RALPH  
WEBB 4/23/21  
NOTED**

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

To: Board of Trustees	Date: June 21, 2021
Re: Approval of Contract for Full Service Maintenance Program with Case Emergency Systems	
Action: Request for Approval	

**BACKGROUND**

District Safety and Security is responsible for the maintenance of the emergency blue phones. The aging yellow call boxes at the campuses and various district sites were recently replaced with the new emergency blue phones that provide better technology and connection to Campus Safety and Security. The emergency blue phones are located at SAC, SCC, DMC, OCRSTA and CEC. These phones are highly visible and allow staff, students and visitors to reach Campus Safety and Security 24 hours a day, 7 days a week.

The emergency blue phones were purchased approximately three years ago through CMAS (California Multiple Award Schedule). The servicing of the blue phones is proprietary and sole source maintained by the manufacturer, Case Emergency Systems. The original purchase price included maintenance costs which have now expired. The renewal of the maintenance program is necessary in order to continue on-going servicing of the blue phones.

**ANALYSIS**

Rancho Santiago Community College District has a total of 45 blue phones that require maintenance. The Full Service Maintenance Program will include daily system monitoring for system health visibility as well as a discount on parts when repairs are needed. The contract for the Full Service Maintenance Program will cover all 45 units through June 30, 2022.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the contract for Full Service Maintenance Program with Case Emergency Systems, as presented.

Fiscal Impact:	\$18,000	Board Date: June 21, 2021
Prepared by:	Ralph Webb, Chief, District Safety & Security	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

2021-03-09 18:34:45

ATTN: Adam O'Connor- Interim Vice-Chancellor Business Operations /Fiscal Services  
**Rancho Santiago Community College District (RSCCD)**

2323 N. Broadway, Santa Ana, CA, 92706  
Phone: 7144807514

**JOB DESCRIPTION:**

Rancho Santiago Community College District (RSCCD) Full Service Maintenance Program  
2021-2022 from July 1, 2021 to June 30, 2026

The contract will auto-renew annually for a 5-year term. The proposal will be sent 90 days prior to contract expiration to allow for proper PO processing and issuance for Rancho Santiago Community College District (RSCCD)'s business office.

**WORK TO BE PERFORMED:**

CASE will provide full-service maintenance (FSM) to Rancho Santiago Community College District (RSCCD)'s emergency phone system. Rancho Santiago Community College District (RSCCD) has 45 units to maintain. Please review the attached information about CASE's FSM Program to review our program details. Please indicate Quarterly or Annual Billing on the P.O. to be issued.

The current warranty that is set to expire for the units not covered until June 30, 2021 will be covered until the beginning of the total system's warranty commencement date on July 1, 2021. CASE will continue to support the system until the new Full-Service Maintenance program begins if Rancho Santiago Community College District should choose to adopt the program.

Name	Price	QTY	SKU	Subtotal
<b>Annual Option: Proposal #558-1807-YR</b>				
<input type="checkbox"/> <b>Annual Full Service Maintenance</b> Per unit pricing for continued Blue Light Emergency Phone maintenance and monitoring support after one (1) year warranty,  Program includes daily alarm reporting for system health visibility. Monitoring (CASE Alert). CASE Alert, CASE's proprietary monitoring program, which is included with the purchase of any CASE Emergency phone's manufacturer's warranty for one (1) year.  CASE Alert will monitor system performance and send designated contacts daily alarm report emails to give end user full visibility of their CASE Emergency Phone System.  Adoption of this program will also allow for 10% discount on parts outside of program description.  Annual Billing Option - For FY: July 1, 2021 to June 30, 2022	\$400.00	45	8000-0007	\$18,000.00

Quarterly Option: Proposal #558-1807-QTR				
<p><input type="checkbox"/> Quarterly Full Service Maintenance</p> <p>Per unit pricing for continued Blue Light Emergency Phone maintenance and monitoring support after one (1) year warranty,</p> <p>Program includes daily alarm reporting for system health visibility. Monitoring (CASE Alert). CASE Alert, CASE's proprietary monitoring program, which is included with the purchase of any CASE Emergency phone's manufacturer's warranty for one (1) year.</p> <p>CASE Alert will monitor system performance and send designated contacts daily alarm report emails to give end user full visibility of their CASE Emergency Phone System.</p> <p>Adoption of this program will also allow for 10% discount on parts outside of program description.</p> <p>Quarterly Billing Option - For FY: July 1, 2021 to June 30, 2022</p> <p>\$100/unit/quarter x 45 units = \$4,500/quarter x 4 quarters = \$18K Annually</p>	\$4,500.00	4	8000-0007-QTR	\$18,000.00

*This price is valid for 90 days.*

2021-03-09 18:34:45



**Signed Agreement:**

***Thank you for choosing CASE Emergency Systems!***

<p>Submitted for <b>CASE Emergency Systems</b></p> <p>Proposal Created by: Chrisann Lawson/Vice President Phone: (949) 988-7500 Fax: (949) 988-7521 Cell: (949) 291-0806 Email: plee@casees.com</p>	<p>Accepted by (Company): Rancho Santiago Community College District (RSCCD) <b>Payment:</b> Select One... P.O. To Be Issued Zip Code: _____ Name: _____ CC#: _____ Expires: _____</p>
---	--





Accepted by **CASE Emergency Systems**

*Chrisann Lawson*

By \_\_\_\_\_ Date 06/08/2021

Printed Name: Chrisann Lawson

Title: Vice President  
949-378-3124

Accepted by Client:

By: \_\_\_\_\_ Date 04/20/2021

Printed Name: Adam O'Connor

Title: Interim Vice Chancellor of Business  
Operation/Fiscal Services  
\_\_\_\_\_

**General Terms:** Prices are less, duties, and taxes. CASE, FOB Irvine, Payment Terms: COD, credit card or **Net 30**. Confirmed orders are non-cancellable. Lead times are generally 6-8 weeks after receipt of order-subject to confirmation. **Please Note:** If paying by Visa/MC, a 5.3% processing fee be incurred. (AMEX is 7%).

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

To:	Board of Trustees	Date: June 21, 2021
Re:	Accept and Award of RFP #1403 – Legal Counsel for Districtwide Services	
Action:	Request for Approval	

**BACKGROUND**

The District utilizes a number of law firms for specialized legal services, currently there are eight law firms on retainer through June 30, 2021. In order to enter into new agreements with legal service providers, the District issued a request for proposals from law firms providing expertise in various practice areas to include Business Operations; Construction Law; Environmental Law; Fiscal Services; General Employment/Labor Law, Human Resources and Investigations; Labor Negotiations and Employee Unions; Data Security and Privacy; Public Contracting Law; Public Finance/Bond Counsel; Real Estate/Facilities; Risk Management; Student Affairs and Title IX as needed by the District.

**ANALYSIS**

On March 22 and 29, 2021 the District advertised RFP #1403 – Legal Counsel for Districtwide Services in the Orange County Register and on the District website. The RFP was emailed to 13 law firms and an additional 18 law firms downloaded the RFP from the District website. Proposals were due on April 22, 2021, the District received ten proposals from interested law firms. The award of agreements shall commence on July 1, 2021 for a three year term to conclude on June 30, 2024.

On April 30, 2021 an evaluation team consisting of members from various departments included the Interim Vice Chancellor, Business/Fiscal; Assistant Vice Chancellor, Facility Planning; Assistant Vice Chancellor, Human Resources; Director, Purchasing Services and the Board's General Counsel reviewed and discussed the ten proposals received. Based on the evaluations, the District is recommending engaging in services with the following law firms who provide services in practice areas requested by RSCCD (please click on law firm name to review agreement):

1. [Atkinson, Andelson, Loya, Ruud & Romo](#)
2. [Leal Trejo](#)
3. [Liebert Cassidy Whitmore](#)
4. [Orbach Huff + Henderson, LLP](#)
5. [Public Agency Law Group](#)
6. [Zweiback, Fiset & Coleman, LLP](#)

Hourly rates vary from \$155-\$200 for Paralegals; \$258-\$295 for Associates; \$285-\$475 for Partners/Sr. Partners/Of Counsel. The fiscal impact of each agreement will be based on utilization. Legal services are funded by the District's general operating fund.

**RECOMMENDATION**

It is recommended the Board of Trustees accept and award RFP #1403 – Legal Counsel for Districtwide Services to the six law firms and the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related agreements on behalf of the District as presented.

Fiscal Impact:	Based on Utilization	Board Date: June 21, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date:	June 21, 2021
Re:	Approval of Agreement for General Counsel Services – AlvaradoSmith		
Action:	Request for Approval		

**BACKGROUND**

The District utilizes a number of law firms for specialized legal services. In May 2016 the board of trustees engaged AlvaradoSmith to serve as General Counsel with Ruben Smith, Esq. as Supervising Attorney.

**ANALYSIS**

The hourly rate for service as General Counsel is \$305 per hour for the first 20 hours. For work performed relating to district business, AlvaradoSmith (the Firm) shall charge a rate of \$305 per hour for work performed by shareholders and \$265 per hour for work performed by associates attending Board meetings or other general meetings at the district/college, meetings with the Chancellor, staff and Board Members, as well as for telephone calls. All other matters not relating to general district business shall be billed at the rate of \$330 per hour for matters handled by shareholders and \$285 per hour for matters handled by associates. Paralegal services are billed at \$145 per hour. Reasonable expenses will be billed without premium or markup.

The Firm will provide up to four in-service training seminars to the district at no cost each fiscal year.

The term of this agreement is from July 1, 2021 through June 30, 2024.

**RECOMMENDATION**

It is recommended that the Board of Trustees authorize the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and AlvaradoSmith as presented.

Fiscal Impact:	Based upon utilization	Board Date:	June 21, 2021
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Marvin Martinez, Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

# Rancho Santiago Community College District

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "AGREEMENT") is dated as of July 1, 2021, is entered into by and between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (the "DISTRICT"), and ALVARADOSMITH, A PROFESSIONAL CORPORATION (the "FIRM").

### RECITALS

- A. WHEREAS, the FIRM has the legal competence, experience and expertise to provide professional legal services to the DISTRICT; and
- B. WHEREAS, the DISTRICT desires to retain the FIRM to provide professional services as General Counsel for the District.
- C. NOW, THEREFORE, the DISTRICT and the FIRM mutually agree as follows:

### AGREEMENT

In consideration of the foregoing recitals and the mutual covenants contained in this AGREEMENT, it is agreed between and among each of the parties hereto as follows:

#### **1. TERM OF PROFESSIONAL SERVICES AGREEMENT**

The term of this AGREEMENT shall begin July 1, 2021 and shall continue thereafter until June 30, 2024 unless terminated earlier as set forth herein. If the DISTRICT continues to seek services from FIRM beyond end of the term, then the AGREEMENT shall have been considered to have been extended on a month-to-month basis until terminated by either party. The District has the right to terminate this AGREEMENT at anytime upon written notice. This Agreement shall supersede and replace any prior agreements between the parties relating to the provision of legal services.

#### **2. SCOPE OF REPRESENTATION**

The FIRM agrees to provide such legal services within the FIRM's area of legal competence and expertise, including but not limited to providing advice, recommendations and legal opinions to the DISTRICT and representing the DISTRICT as counsel of record in administrative or court proceedings as may be requested by the DISTRICT or its designee in writing during the term of this AGREEMENT.

#### **3. THE FIRM'S SERVICES AND RESPONSIBILITIES:**

**Supervising Attorney: The FIRM appoints Ruben Smith as the "General Counsel" and the**

**“Supervising Attorney” for work performed for the DISTRICT under this AGREEMENT. Any changes in this designation shall be promptly communicated in writing to the DISTRICT and is subject to prior written approval of the DISTRICT. The FIRM's Supervising Attorney shall have full authority to act for the FIRM on all matters under this AGREEMENT and shall serve as or designate lead counsel for all proceedings in which the substantive rights of the DISTRICT may be adjudicated or determined. The FIRM's designation of General Counsel shall be subject to prior approval by the Board of Trustees of the DISTRICT.**

- a. **Legal Representation:** The FIRM shall provide the DISTRICT with high quality legal advice and representation consistent with this AGREEMENT, the Rules of Professional Conduct, and all applicable laws and court rules. The FIRM shall keep the DISTRICT informed of all significant developments in each case or matter assigned to the FIRM. If requested by DISTRICT, any verbal legal advice provided by the FIRM to the DISTRICT shall be provided in writing to the DISTRICT.
- b. **Non-Exclusivity:** The FIRM acknowledges that nothing in this AGREEMENT is intended, nor will be construed, as creating any exclusive contract between the DISTRICT and the FIRM related to the providing of legal services. As such, nothing in this AGREEMENT shall be interpreted to restrict or prohibit the DISTRICT from obtaining similar professional services from other attorneys, law firms, or sources.
- c. **Anti-Discrimination:** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there is no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The FIRM agrees to comply with applicable federal and State laws, including, but not limited to, the California Fair Employment and Housing Act, Government Code Section 12900 et seq. In addition, the FIRM agrees to require such compliance by all of its employees working on DISTRICT assigned work.
- d. **Certification Regarding Suspension and Debarment:** The FIRM certifies that to the best of its knowledge and belief that the FIRM and its principals or affiliates utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.
  - i. If the debarment/suspension occurs during the term of the contract, such attorney or firm shall cease representing the DISTRICT and the DISTRICT may elect to terminate this AGREEMENT.
- e. **Adherence to Board Policy 3821 Gift Ban Policy:** The FIRM is notified that the DISTRICT's Board adopted the Board Policy 3821 Gift Ban Policy.

**"5. Gift** shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be deemed

to be gifts:

- a.* Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization.

FIRM acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

#### 4. THE DISTRICT'S RESPONSIBILITIES:

- a.* **Documents and Information:** The DISTRICT shall cooperate with counsel to make available to the FIRM all documents and other information possessed by the DISTRICT as may be necessary and relevant to any case or other matter assigned to the FIRM under this AGREEMENT. The DISTRICT shall also assist the FIRM in obtaining the DISTRICT's records and/or information necessary to respond to discovery and to help familiarize the FIRM with the DISTRICT's operations and policies.
- b.* **Cooperation with the FIRM:** The DISTRICT agrees to fully respond to appropriate and reasonable inquiries made to it by the FIRM, and provide such written materials or documents that are in the DISTRICT's possession, custody or control in a timely manner, and otherwise provide the FIRM with any and all information necessary for the prosecution and/or defense of litigation or transactional matters that the FIRM is handling on the DISTRICT's behalf.

#### 5. COMPENSATION:

- a.* **Billing Requirements:** The FIRM shall provide legal services under this AGREEMENT in compliance with the DISTRICT's "Billing Requirements", attached hereto as Attachment "A" and incorporated herein by this reference. The Billing Requirements may be amended by the DISTRICT from time to time. The DISTRICT shall provide the FIRM with any amended Billing Requirements promptly after they are promulgated. Whenever amended Billing Requirements are made available to the FIRM, the FIRM shall within no later than thirty (30) days from the next billing month conform all of its future services and invoices to the DISTRICT's amended Billing Requirements. Additionally, the FIRM's request for reimbursement for costs and expenses incurred and presented shall be in accordance with the DISTRICT's Billing Requirements.
- b.* **Legal Fees:** The FIRM shall provide legal services at the hourly billing rates for attorneys and paralegals or paraprofessionals as set forth in Attachment "B" to this AGREEMENT. The billing rates set forth in Attachment B shall be set for the initial term of this Agreement. After the initial term the billing rates may be subject to periodic review and adjustment or modification as agreed between the DISTRICT and the FIRM. Any extension of the term of this Agreement and any billing rate change shall be in writing and be executed as an amendment to this AGREEMENT.

- c. **Reimbursable Costs and Expenses:** The DISTRICT will pay and reimburse only for the actual and ordinary costs for reasonable expenses without any premiums or markups. The maximum allowable actual costs for black and white photocopies and facsimiles are \$.10 per page and \$.25 for color copies. A more complete description of reimbursable costs and expenses are set forth in the DISTRICT's Billing Requirements.
- d. **Non-Reimbursable Expenses:** Certain expenses incurred by the FIRM in providing services under this AGREEMENT shall be considered as part of the FIRM's overhead and shall not be reimbursed by the DISTRICT, and shall be borne by the FIRM as expenses included within the hourly billing rates set forth in Attachment "B". Non-Reimbursable Expenses which will not be reimbursed and which should not be billed are more fully described in the DISTRICT's Billing Requirements.
- e. **Invoices:** The FIRM shall submit its invoices for services and for reimbursable expenses monthly in arrears in accordance with the Billing Requirements. The firm shall first submit its invoices to DISTRICT's General Counsel for review. The FIRM shall maintain in a form subject to audit, and in accordance with generally accepted accounting principles, backup documentation to support all entries included in the monthly billing statement. Such documentation shall be available to the DISTRICT upon request.
- f. **Payment to the FIRM:** The DISTRICT shall make payment(s) for services rendered under this AGREEMENT within sixty (60) days upon receipt of FIRM'S invoice, provided they are approved by the District. FIRM'S invoice shall be billed in arrears based on the itemized billing statement(s) that the FIRM submits to the DISTRICT as noted above in Section 5(e). DISTRICT personnel shall review all billing statements for reasonableness of the time billed as well as full compliance with this AGREEMENT and all Billing Requirements. The DISTRICT shall make its best effort to process payments promptly after receiving the FIRM's billing statement. However, the DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

## 6. TERMINATION:

- a. **Termination and/or Suspension for the DISTRICT's Convenience:** The FIRM's services performed under this AGREEMENT may be terminated or suspended, in whole or in part, by the DISTRICT at any time, when the DISTRICT, in its sole discretion, deems such termination or suspension is in the DISTRICT's best interest. The DISTRICT shall terminate or suspend services by delivering to the FIRM a written notice specifying the extent to which services are terminated or suspended and the effective date of the termination or suspension.
  - i. After receiving a Notice of Termination or Suspension, unless otherwise directed by the DISTRICT, the FIRM shall: 1) stop services on the date and to the extent specified in the Suspension or Termination Notice; and 2) complete services not terminated or suspended by the Notice.

Within fifteen (15) days upon any termination or suspension, the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated or suspended. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution of counsel with the court when instructed by the DISTRICT. Notwithstanding the foregoing, the DISTRICT may at its sole discretion terminate this AGREEMENT.

- b. **Notice of Termination:** The DISTRICT shall give written notice to the FIRM of the FIRM's default under this AGREEMENT. The DISTRICT, in its sole discretion, shall decide whether the default is of such a nature that the FIRM should be given a period to cure the default, and, if so, the cure period shall be specified in the notice. If the DISTRICT wholly or partially terminates services under this AGREEMENT, replacement services may be obtained from another law firm or any other source with terms and in a manner the DISTRICT deems appropriate.
  
- c. **Termination for Professional Conflict of Interest:** If either the FIRM or the DISTRICT determines a matter of professional conflict has arisen during the FIRM's engagement, which should not or cannot be postponed until the conclusion of the FIRM's representation of the DISTRICT, the FIRM or the DISTRICT may immediately give written notice to terminate this AGREEMENT. Within fifteen (15) days the FIRM shall, at its own cost, deliver to the DISTRICT all evidence, files, and attorney work product for each case or matter for which work under this AGREEMENT has been terminated. This includes any computerized indices, programs, and document retrieval systems created or used for the case or matter. If the FIRM's services include pending litigation, the FIRM shall file the appropriate substitution(s) of attorney with the court when instructed by the DISTRICT. The FIRM shall continue to provide high quality, professional legal representation until the appropriate substitution(s) of attorney can be filed.

7. **DISPUTE RESOLUTION.** In the event the DISTRICT becomes dissatisfied with any aspect of the relationship, the DISTRICT will bring such concerns to the FIRM's attention immediately. If the DISTRICT and the FIRM are unable to resolve any dispute to their mutual satisfaction, the DISTRICT will first comply with any mandatory dispute resolution procedures that may apply to any such dispute including, bringing the claim before the mandatory Fee Arbitration Committee in Orange County, California, in accordance with the state bar rules for mandatory fee arbitration.

If the DISTRICT and the FIRM are unable to resolve any dispute, regardless of its nature, and after mandatory dispute resolution procedures have been waived or exhausted (including but not limited to, Mandatory Fee Arbitration), the parties shall submit such dispute to final and binding arbitration in Orange County, California before the American Arbitration Association and pursuant to its Commercial Arbitration Rules, unless the parties agree in writing to a different arbitration method or forum. The FIRM acknowledges and agrees that in arbitration there is no right to a trial by jury, and the arbitrator's legal and factual determinations are generally not subject to appellate review.



The initial resort to the courts by either party shall not be considered a waiver of that party's right to compel binding arbitration under this provision. Arbitration shall be in accordance with the laws of the State of California. Unless otherwise provided by law, reasonable attorneys' fees and costs incurred in connection with any such arbitration, litigation or dispute shall be awarded to the prevailing party.

8. **NOTICES:** Notices and required reports may be hand-delivered, sent by electronic mail or mailed by first class, postage prepaid, addressed to the DISTRICT or the FIRM at the addresses below, or at any other address the DISTRICT or the FIRM shall provide in writing to each other:

To the DISTRICT:  
Mr. Marvin Martinez  
Chancellor  
Rancho Santiago Community College District  
2323 N Broadway, Suite 410  
Santa Ana, CA 92706  
Email: martinez\_marvin@rsccd.edu

To the FIRM:  
Ruben A. Smith, Esq.  
AlvaradoSmith, APC  
1 MacArthur Place, Suite 200  
Santa Ana, Ca 92707  
EMAIL: rsmith@alvaradosmith.com

9. **ASSIGNMENT:** No part of this AGREEMENT or any right or obligation arising from it is assignable without the DISTRICT's written consent. Any attempt by the FIRM to assign or subcontract services relating to this AGREEMENT without the DISTRICT's prior written consent shall constitute a material breach of this AGREEMENT.
10. **INDEMNIFICATION:** FIRM shall indemnify, defend and hold harmless DISTRICT and its board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to the FIRM's, negligent performance of the services provided hereunder, or any action involving intentional actions or omissions to act or other wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against DISTRICT, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of client. The foregoing indemnification shall apply to services rendered effective as of the date of this AGREEMENT.
11. **INSURANCE:** Without limiting the FIRM's indemnification of the DISTRICT and its board members, officers, agents, employees, and volunteers, the FIRM shall provide and maintain at its own expense the following programs of insurance covering the FIRM's operations during the term of this AGREEMENT. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A. The FIRM shall use insurer(s) satisfactory to the DISTRICT and shall deliver evidence of satisfactory insurance to

the DISTRICT on or before the effective date of this AGREEMENT. Such evidence shall specifically identify this AGREEMENT and shall contain express conditions that the DISTRICT is to be given written notice at least thirty (30) days in advance of any modification or termination of any insurance program.

- a. **Liability Insurance:** Such insurance shall be primary to and not contributing with any other insurance maintained by the DISTRICT, shall specifically name the DISTRICT, its officers, agents, employees, and volunteers as an additional insured, and shall include, but not be limited to:
  - i. Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury with a combined single limit of not less than \$2,000,000 per occurrence.
  - ii. The above insurance must be provided or written on an occurrence basis.
- b. **Workers' Compensation Insurance:** The FIRM will procure and maintain statutory workers' compensation insurance covering all employees of the FIRM as required by law in the State of California and in compliance with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.
- c. **Professional Liability Insurance (Errors and Omissions):** FIRM will procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of services under this Agreement. FIRM's coverage shall reflect a minimum of \$2,000,000 per occurrence and at least a minimum of \$4,000,000 annual aggregate.
- d. Failure on the part of the FIRM to procure or maintain required insurance shall constitute a material breach for which the DISTRICT may immediately terminate or suspend this AGREEMENT.

**12. INDEPENDENT CONTRACTOR STATUS:** This AGREEMENT is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the DISTRICT and the FIRM. As such, the FIRM understands and agrees that the FIRM's personnel who furnish services to the DISTRICT under this AGREEMENT are employees solely of the FIRM and not of the DISTRICT for purposes of workers' compensation liability. The FIRM shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of the FIRM for injuries arising from services performed under this AGREEMENT.

**13. GOVERNING LAWS:** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this AGREEMENT shall be brought in Orange County.

**14. ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT between the parties pertaining to the subject matter of this AGREEMENT and supersedes all prior and

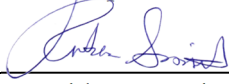
contemporaneous agreements and understandings of the parties. There are no warranties, representations or other agreements between the parties pertaining to the subject matter of this AGREEMENT except as expressly set forth in this AGREEMENT. No supplementation, modification, waiver or termination of this AGREEMENT shall be binding unless executed in writing by the DISTRICT to be bound thereby.

15. **WAIVER:** No waiver of a breach of any provision of this AGREEMENT by either party shall constitute a waiver of any other breach of the provision or any other provision of this AGREEMENT. The failure of either party to enforce any provision of this AGREEMENT at any time shall not be construed as a waiver of that provision. The DISTRICT's remedies as described in this AGREEMENT shall be cumulative and additional to any other remedies in law or equity.

AGREEMENT FOR PROFESSIONAL SERVICES

EXECUTED AS SET FORTH HEREINABOVE:

AlvaradoSmith,  
a Professional Corporation

By:  \_\_\_\_\_  
Ruben Smith, Managing Shareholder

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTACHMENT "A" TO AGREEMENT FOR PROFESSIONAL SERVICES  
DISTRICT BILLING REQUIREMENTS

**A. Billing Submissions**

Bills that reflect fees for professional services rendered and expenses incurred shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. The Firm is responsible for obtaining all outstanding invoices from outside vendors, including experts, before submitting the final bill to the DISTRICT. Unless there are exigent circumstances, bills submitted after the final bill will not be paid. Any necessary extraordinary postage charges (such as certified mail, overnight service, or oversized packages) must be delineated on the bill with an explanation of the nature and purpose of the charge.

**B. Approval and Payment**

Before any payment is made, all bills must be sent to the Vice Chancellor of Business Services who, after review to assure the billing is in accord with the AGREEMENT and otherwise in order, will then forward the bills for final review and payment.

Ruben Smith, Esq.  
AlvaradoSmith APC  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Tel: 714-852-6800  
rsmith@alvaradosmith.com

**C. Billing Format**

Billing statements must have a cover page that summarizes all matters on one page and the billing statements must accurately itemize in detail all work performed on a matter in a task or activity based format. Attorneys and paralegals are to bill actual time incurred. If an activity warrants a minimum billing entry

it shall not exceed 1110th (.10) of an hour. Minimum charges for any activity in any amount above 1110th (.10) of an hour are not acceptable. Each bill must include the following: Law firm name and address; Date of the bill; Law firm tax identification number; Plaintiff(s) name(s) or legal subject matter; Date(s) of the task and/or activity; Detailed description of the task and/or activity so as to permit the DISTRICT to determine the exact name, purpose, and necessity of the expense; Actual time spent, in increments of 1/10th of an hour for each entry or task; Summary at the end of the bill of the number of hours for each specific billing rate and the name and initials of each attorney and paralegal; Summary at the end of the bill of the totals for fees, costs and experts; Each billing entry must indicate the name or initials of the timekeeper who performed the work, the date the work was performed, the hours billed, a detailed description of the services performed, and the total amount billed for that entry. Narrative or block/bundled billing is not permitted; Final bills should be so designated; Bills must reflect activity for only one case or matter; Billing entries on each invoice are to be structured chronologically (in order of occurrence) and not sub-divided by individual or task. If numerous tasks are undertaken in one day, each task must be separately identified with a specified time for performing that task, e.g., a telephone call, a court appearance, a meeting, and legal research; Travel costs should identify the person who traveled and the reason for the travel. Telephone calls must specify the participants and the subject matter discussed.

The FIRM must review and approve all vendor invoices before submitting them to the DISTRICT.

### **C. Level of Work Performed**

The FIRM'S staffing on all cases will be commensurate with the type of case, number of parties and complexity of the factual and legal issues that are involved in the matter. Partners or shareholders may supervise the work performed by associates/paralegals or provide strategic and supplementary review. The billing descriptions should clearly indicate the reason and difference in the work being performed by the partner/shareholder and the associate/paralegal.

The legal work should be assigned to those individuals who are most appropriate for the task in terms of their competency and experience. The FIRM should exercise reasonable judgment to assign a certain task or activity to a less expensive biller as long as there is no loss in efficiency or competency. The FIRM may assign paralegals for work and tasks which do not require an attorney's involvement, but paralegals shall not perform tasks usually performed by secretaries, clerks, and messengers (i.e., photocopying, filing and delivering materials).

Clerical, secretarial, and administrative work is a part of law office overhead and non-billable, regardless of who performs it.

The DISTRICT will not pay any form of general administration fee or charges, including any monthly administration fees

Unless authorized in writing in advance by the DISTRICT, there should be no more than two (2) attorneys and one (1) paralegal doing the work and billing time on a single case.

Firm personnel may occasionally have to

work on a case because of job departures, vacations, illnesses, schedule conflicts, etc., but this is to be the exception not the rule and requires prior written approval. These occasional billers will not record more than ten percent ( 10%) of the total run time on a case. The DISTRICT will not pay for "learning" time or "orientation" time as occasional billers become involved in a matter and are brought up to speed on the facts and issues. Such time should be written off by the FIRM on its own or noted as a "No Charge" to the DISTRICT.

If new or inexperienced attorneys are going to be working on a case in any capacity, the DISTRICT will not pay for "training" time, that is, time spent on research or other matters which would likely be within the knowledge of more experienced attorneys. If the DISTRICT is retaining FIRM for its expertise in a given field, attorneys should not need to learn that area of the law and any such time should be written off by the FIRM. The time of summer associates shall not be billed without the prior approval of the DISTRICT.

The DISTRICT may decide to waive or modify some or all of the above billing requirements as the situation demands. However, the FIRM is expected to adhere to these billing requirements as written, unless the FIRM is specifically exempted or exception is authorized from any of these provisions.

### **D. Maximum Allowable Charges**

The following guidelines are provided regarding maximum allowable charges: The DISTRICT will pay only the actual costs for reasonable expenses without any premiums or markups; The FIRM shall limit the making of photocopies and, wherever cost effective, to use the resources of designated

copy services. Bill entries for photocopies must provide the number of copies made, the per page rate, and the total amount billed. The \$.10 per page rate may be exceeded only when the FIRM cannot control costs, such as certified copies from the courthouse; **Mileage:** The applicable federal rate at the time of travel. Indicate the actual number of miles driven; Air travel is limited to coach or economy rate. Receipts for airfare should identify the fare as economy/coach class; **Telephone:** Actual long distance charges only. **FAX:** Actual long distance charges only. No charge for an incoming FAX. No per-page fax charge.

#### **E. Travel**

The Firm shall not charge for travel time to and from the DISTRICT. Prior to traveling more than 50 miles each way, the FIRM must obtain the written approval of the DISTRICT. Rental cars are acceptable only if such vehicles are the most economical means of accomplishing necessary business; reimbursement is limited to the mid-size class; Any rental cars and overnight stay costs must be approved in writing by the DISTRICT. Reasonably priced meals when counsel is out of town overnight are allowed; Incidentals and entertainment costs, such as movies, alcohol, and entertainment, are not allowed; Travel time shall be prorated if the travel includes time spent on non- DISTRICT related business, e.g., incoming/outgoing phone calls to other clients, etc.. Unless otherwise agreed, travel billing should indicate the actual travel time, reduced by the traveler's usual commuting time from home to office or vice versa, if appropriate.

#### **F. Disallowed Charges**

In addition to the information contained in section C, D, and E above, the DISTRICT will not reimburse for the following items:

- (1) Local telephone calls and all cellular phone charges;
- (2) Per-page fax charges;
- (3) Routine postage, such as U.S. Postal Service rates for letters;
- (4) File opening, file organization, or other administrative charges;
- (5) Books, magazines, subscriptions, or library charges, unless prior written specific approval by the DISTRICT is obtained;
- (6) Intra-office conferences between members of the FIRM, including assigning files or tasks to members of the FIRM (however, the DISTRICT will pay for one attorney charging for intra-office conferencing regarding strategy of the case);
- (7) Intra-office conferences of an administrative, supervisory or educational purpose are not compensable;
- (8) Case administration (e.g., reviewing status of assignments given to associates and paralegals, reviewing bills);
- (9) Clerical tasks (e.g., transcription, pulling files, photocopying documents, arranging for copying, labeling documents for production, communication with court clerks, updating master case caption, preparing proofs of service, indexing pleadings, faxing.);
- (10) More than one attorney or other timekeeper at motions, interviews, depositions, hearings, trials, court appearance, arbitration, mediation, third party meeting, conference call, or any similar event, without prior DISTRICT approval;
- (11) Meals, except in conjunction with travel as authorized by the DISTRICT;
- (12) Entertainment;
- (13) Staff overtime charges;
- (14) Routine or elementary legal research, including issues considered to be common knowledge among reasonably experienced counsel in the local jurisdiction (e.g., research on local rules, special verdict forms, standards for motions for summary judgment);
- (15) Billing more than once for documents which are reproduced for multiple witnesses, such as subpoenas; Routine file review and learning time to get

up to speed; (16) Staffing inefficiencies caused by the unavailability of the firm's personnel; (17) Routine scheduling or rescheduling of depositions, hearings, and the like; ( 18) All work customarily performed by secretaries and other administrative personnel; (19) Reviewing or analyzing the FIRM's conflict of interest issues; (20) Subscription services (e.g., Westlaw, Lexis-Nexis or other legal database charge), unless the service provides

a case specific reference or invoice for actual charges incurred; (21) Time and/or expenses incurred due to change in resources or attorney departure from the FIRM; (22) Work performed by an attorney not approved by the DISTRICT; (23) Expenses/disbursements without supporting invoices; (24) Receipts are required for all travel expenses and for costs.

ATTACHMENT "B" TO AGREEMENT FOR PROFESSIONAL SERVICES

**HOURLY BILLING RATES FOR ATTORNEYS AND PARALEGALS**

<b>Hourly Rates (Billed at .10 minute increments)</b>	
General Counsel	\$305 For first 20 hours*
Shareholders	\$330
Associates	\$285
Paralegal	\$145
<p>*General Counsel Services                      The Firm shall charge a lower rate of \$305 per hour for shareholders and \$265 for associates attending Board meetings, other general meetings at the college, regardless of which attorney attends the meetings, at the college such as Cabinet Committee Meetings, meetings with the Chancellor of the District, staff and Board Members, as well as for telephone calls relating to general District business ("General District Business"). All other matters not relating to General District Business shall be billed at the discounted rate of \$330 per hour for matters billed by Shareholders and \$285 for associates</p>	

*Training Costs.* The Firm will provide up to 4 in-services training seminars to the District at nocost each fiscal year.



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

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of the 2021-2022 Contract Listing	
Action:	Request for Approval	

**BACKGROUND**

As per Board Policy 6630 and Administrative Regulation 6330, all contracts over \$15,000 require Board of Trustees approval in advance.

**ANALYSIS**

Contract renewal pricing is solicited in the spring of each year for departments throughout the District entering into a new year of service beginning in the new fiscal year, July 1, 2021 through June 30, 2022. The attached spreadsheet lists vendor, department utilizing the services, description of services and estimated cost for the term of service. These contracts exceed the \$15,000 limit, therefore Board of Trustee approval is required. Multi-year contracts that do not expire on June 30, 2021 are not included on this listing as those have prior Board approval.

It is the desire of the District to have all contracts run concurrently with the fiscal year. Other contracts that expire mid-fiscal year along with new contracts will be brought to the Board of Trustees for approval at a later date.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the 2021-2022 contract listing as presented.

Fiscal Impact:	\$741,047.14 (Estimated)	Date: June 21, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Adam M. O'Connor, Interim Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

**District Contract Renewals For 2021-2022  
\$15,000 Above**

Vendor	Department	Service	<u>Estimated</u>	Term	<u>Period</u>	
			Cost for 21-22		From	To
Ad Astra Information System	ITS	Astra Schedule Hosting, Blue (FTE 20,000 or larger, interface maintenance fee) used to track classroom and lab utilization districtwide.	\$17,000	1 year	09-20-21	09-19-22
Certified Transportation	Districtwide	Transportation Services for local trips using school and mini-coach busses	\$45,000	1 year	07-01-21	06-30-22
CollegeSource	ITS	Catalink and TES software support for districtwide access to nationwide college catalogs and archive of SAC & SCC catalogs	\$25,919	1	07-01-21	06-30-22
Community College League of California	ITS	Turnitin academic plagiarism identification software	\$84,000.00	1 year	08-01-21	07-31-22
Community College League of California	Library - SAC	Electronic Library Subscriptions for academic resources including magazines, newspapers, and journals	\$39,400	1 year	07-01-21	06-30-22
Community College League of California	Library - SCC	Electronic Library Subscriptions for academic resources including magazines, newspapers, journals, and ebooks	\$15,500	1 year	07-01-21	06-30-22
Foundation for Calif Community Colleges	Facility Planning - DO	Fusion License for Facilities Utilization & Space Inventory	\$24,007.41	1 year	07-01-21	06-30-22
Gold Coast Tour	Districtwide	Transportation Services for long distance and out-of-state trips	\$45,000	1 year	07-01-21	06-30-22
Hyland LLC	ITS	Perceptive, CaptureNow and ImageNow software licenses support for workflow and imaging solutions used to process approvals for employee absence requests, budget transfer requests, employee status change forms and timecards	\$43,669.07	1 year	07-01-21	06-30-22
Instructure	ITS	Canvas Intelligent Learning Platform for online course management	\$24,851.66	1 year	07-01-21	06-30-22
Kelly Paper	Publications	Paper supplies for printing projects	\$15,000	1 year	07-01-21	06-30-22
Online Computer Library Center (OCLC)	SAC - Library	Worldshare Management Service software for Library resource search engine and operations system.	\$36,200	1 year	07-01-21	06-30-22

Vendor	Department	Service	<u>Estimated</u>		<u>Period</u>	
			Cost for 21-22	Term	From	To
Orkin	SAC, SAC-CDC, CEC, CEC-CDC, OCSRTA	Pest control services	<b>\$16,800</b>	1 year	07-01-21	06-30-22
SectorPoint Inc (Formerly School Web Services)	ITS	Software support - SWS Dynamic Web Suite for SAC, SCC & DO websites	<b>\$72,000</b>	1 year	07-01-21	06-30-22
SectorPoint Inc (Formerly School Web Services)	ITS	Remote service provision (RSP) for support of SAC, SCC, DO & intranet websites to provide software support for change requests	<b>\$60,000</b>	1 year	07-01-21	06-30-22
Veritiv	Publications	Paper supplies for printing projects	<b>\$15,000</b>	1 year (2 of 3)	07-01-21	06-30-22
Wilcon	Districtwide	Dark Fiber Connectivity service fee	<b>\$114,000</b>	1 year (8 of 10)	07-01-21	06-30-22
Wilcon	OEC - CWPC	Dark Fiber Connectivity service fee	<b>\$47,700</b>	1 year (6 of 10)	07-01-21	06-30-22

**Grand Total**

**\$741,047.14**

**PURCHASE ORDERS SUPPLEMENT - RESOLUTION NO. 20-03  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM JANUARY 1, 2021 THROUGH JUNE 8, 2021  
BOARD MEETING OF JUNE 21, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0229010	184.246.4	Renewal of online education license subscriptions for Labster virtual science labs, ESRI educational geographic information systems, NameCoach for student equity and inclusion, NetTutor online tutoring, Pronto online student communication hub, and Proctorio learning integrity platform in support of Temporary Remote Instruction (TRI)	DO -ITS	Approved by Chancellor Marvin Martinez with approval of the Board of Trustees and authorized by Resolution No. 20-03, Resolution Declaring an Emergency and Authorizing Necessary Actions Regarding Novel Coronavirus (COVID-19)

05/02/21 thru 05/22/21

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-B0001928	05/04/21	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	VERNES PLUMBING INC	8,675.00
21-B0001929	05/11/21	79	Auxiliary Services Office-Dist	Other Operating Exp & Services	IPS GROUP, INC.	4,500.00
21-B0001930	05/11/21	79	Auxiliary Services Office-Dist	Other Operating Exp & Services	IPS GROUP, INC.	2,866.46
21-B0001931	05/12/21	71	Student Activities	Other Operating Exp & Services	MICHAEL J MACKENZIE	585.89
21-B0001932	05/13/21	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	MICHAEL J MACKENZIE	392.86
21-B0001933	05/17/21	79	Continuing Education Division	Other Operating Exp & Services	FAO PRINTING	1,882.09
21-P0064312	05/03/21	12	Distance Education	Software License and Fees	AISENSE INC	550.00
21-P0064313	05/03/21	41	Facility Planning Office	Bldg Impr - Contractor Svcs	DE LA TORRE COMMERCIAL	12,895.00
21-P0064314	05/03/21	12	Maintenance	Contracted Services	CLIMATEC LLC	69,675.75
21-P0064315	05/03/21	12	EOPS	Student Gift Cards	DON BOOKSTORE	10,000.00
21-P0064316	05/03/21	12	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	17,318.84
21-P0064317	05/03/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	BLICK ART MATERIALS	104.83
21-P0064318	05/03/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	MY TOWN DM INCORPORATED	434.10
21-P0064319	05/04/21	13	Manufacturing Technology	Contracted Repair Services	ROSALVA PEREZ	975.00
21-P0064320	05/04/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	229.88
21-P0064321	05/04/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	172.54
21-P0064322	05/04/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	196.60
21-P0064323	05/04/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	M F ATHLETIC COMPANY INC	6,598.96
21-P0064324	05/04/21	12	Professional Development	Contracted Services	WEST HEALTH ADVOCATE SOLUTIONS, INC.	1,500.00
21-P0064325	05/04/21	12	Emergency Medical Technician	Software License and Fees	EDUCATIONAL GLOBAL TECHNOLOGIES INC	3,900.00
21-P0064326	05/04/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	SEHI COMPUTER PRODUCTS	7,468.15
21-P0064327	05/04/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	CDW GOVERNMENT INC.	39.35
21-P0064328	05/04/21	33	EHS Administration	Food and Food Service Supplies	SMART & FINAL	500.00
21-P0064329	05/05/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	98.98
21-P0064330	05/05/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	4,771.18
21-P0064331	05/05/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	28.92
21-P0064332	05/05/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	BLICK ART MATERIALS	514.83
21-P0064333	05/05/21	12	Biology	Instructional Supplies	VWR FUNDING INC	6,477.30
21-P0064334	05/05/21	13	Maintenance	Contracted Repair Services	SITEONE LANDSCAPE SUPPLY LLC	538.54
21-P0064335	05/05/21	12	Financial Aid Office	Awards & Incentives	OFFICE DEPOT BUSINESS SVCS	1,421.90
21-P0064336	05/06/21	43	Facility Planning Office	Non-Instructional Supplies	EXEMPLIS LLC	37,675.91
21-P0064337	05/06/21	12	Financial Aid Office	Supplies Paid for Students	PROMO DIRECT	2,341.68
21-P0064338	05/06/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	DJO GLOBAL INC	873.95
21-P0064339	05/06/21	13	Professional Development	Contracted Services	ZIA HELEN	5,000.00
21-P0064340	05/06/21	11	Fine & Performing Arts Office	Contracted Services	INTERACT COMMUNICATIONS	13,920.00
21-P0064341	05/06/21	12	District Wide Technology	Equip-All Other >\$1,000<\$5,000	AVIDEX INDUSTRIES LLC	3,324.17
21-P0064342	05/06/21	12	Diesel	Non-Instructional Supplies	ULINE INC	1,762.32
21-P0064343	05/06/21	12	Upward Bound	Awards & Incentives	AMAZON COM	288.36
21-P0064344	05/07/21	12	Health Sciences Education	Equip-All Other > \$5,000	GOLDEN STAR TECHNOLOGY, INC.	21,415.69
21-P0064345	05/07/21	12	Emergency Medical Technician	Instructional Supplies	DIAMEDICAL USA EQUIPMENT, LLC	2,099.71
21-P0064346	05/07/21	11	Digital Media Center	Contracted Services	HIGH RISE GLASS & DOORS INC	234.00
21-P0064347	05/07/21	11	Digital Media Center	Contracted Services	PROFESSIONAL PLUMBING &	350.00

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No. 4.15

Legend: \* = Multiple Funds for this P.O.

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05/02/21 thru 05/22/21

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0064348	05/10/21	41	Administrative Services Office	Site Improv - Contractor Svcs	A 1 FENCE CO	24,454.00
21-P0064349	05/10/21	41	Facility Planning Office	Bldg Impr-Blueprint/Reprod/Adv	CALIFORNIA NEWSPAPERS PARTNERSHIP	1,307.52
21-P0064350	05/10/21	11	District Wide Technology	Contracted Services	FINAL CONNECTION, INC	5,062.54
21-P0064351	05/10/21	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	GOODWILL INDUSTRIES OF ORANGE COUNTY	5,687.00
21-P0064352	05/10/21	12	Academic Affairs Office	Equip-Fed Prgm >\$1,000< \$5,000	INTERNATIONAL E-Z UP INC	7,302.00
21-P0064353	05/10/21	43	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	VPLS SOLUTIONS LLC	2,012.49
21-P0064354	05/10/21	43	Facility Planning Office	Buildings - Contractor Svcs	DOORTEK SYSTEMS INC	6,000.00
21-P0064355	05/11/21	12	Theatre Arts	Instructional Supplies	AMAZON COM	182.81
* 21-P0064356	05/11/21	12	Continuing Education Division	Contracted Services	LIBERMAN BROADCASTING INC	11,231.20
* 21-P0064356	05/11/21	13	Continuing Education Division	Contracted Services	LIBERMAN BROADCASTING INC	16,846.80
PO Amt Total for * 21-P0064356:						28,078.00
21-P0064357	05/11/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	115.12
21-P0064358	05/11/21	12	Emergency Medical Technician	Instructional Supplies	AED SUPERSTORE	177.64
21-P0064359	05/11/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	96.94
21-P0064360	05/11/21	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	78.75
21-P0064361	05/11/21	12	President's Office	Rental - Facility (Short-term)	ANGELS BASEBALL LP	160,000.00
21-P0064362	05/11/21	11	Digital Media Center	Contracted Services	GMS ELEVATOR	280.00
21-P0064363	05/12/21	12	Student Development	Non-Instructional Supplies	DON BOOKSTORE	1,000.00
21-P0064364	05/12/21	12	LA/OC Regional Consortia	Contracted Services	CHARTER COMMUNICATIONS HOLDINGS, LLC	20,916.54
21-P0064365	05/12/21	12	Upward Bound	Awards & Incentives	MICHAEL J MACKENZIE	447.87
21-P0064366	05/12/21	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	GOLDEN STAR TECHNOLOGY, INC.	2,612.72
21-P0064367	05/12/21	12	Exercise Science	Instructional Supplies	D3 SPORTS INC.	4,498.56
21-P0064368	05/12/21	11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	526.33
21-P0064369	05/12/21	11	Maintenance & Operations	Non-Instructional Supplies	MORSCO SUPPLY, LLC	633.61
21-P0064370	05/12/21	41	Facility Planning Office	Site Improv - Other Services	MARX OKUBO ASSOCIATES INC	665,000.00
21-P0064371	05/12/21	41	Facility Planning Office	Site Improv - Other Services	CORDOBA CORPORATION	315,000.00
21-P0064372	05/12/21	41	Facility Planning Office	Bldg Impr - DSA Project Insp	INSPECTION SERVICE OF CALIF INC	51,000.00
21-P0064373	05/13/21	12	Academic Affairs Office	Equip-Fed Prgm >\$1,000< \$5,000	APPLE COMPUTER INC	2,833.18
21-P0064374	05/14/21	13	Chancellor's Office	Contracted Services	NADAL & ASSOCIATES, INC.	5,000.00
21-P0064375	05/14/21	11	District Wide Technology	Software Support Service-Fixed	DG INVESTMENT INTERMEDIATE HOLDINGS 2, INC.	14,373.00
21-P0064376	05/14/21	41	Facility Planning Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	326.36
21-P0064377	05/14/21	13	Maintenance	Contracted Services	VERNES PLUMBING INC	3,125.00
21-P0064378	05/14/21	12	Upward Bound	Non-Instructional Supplies	DON BOOKSTORE	1,000.00
21-P0064379	05/14/21	13	Athletics	Repair & Replacement Parts	POWERTRON	1,700.00
21-P0064380	05/14/21	13	Maintenance	Contracted Repair Services	VERNES PLUMBING INC	470.00
21-P0064381	05/14/21	11	District Wide Technology	Software License and Fees	DILIGENT CORPORATION	3,445.21
21-P0064382	05/14/21	11	Risk Management	Non-Instructional Supplies	SCHOOL HEALTH SUPPLY CO INC	382.60
21-P0064383	05/17/21	41	Facility Planning Office	Site Improv - Contractor Svcs	AID BUILDERS INC	129,000.00
21-P0064384	05/17/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	768.86
21-P0064385	05/17/21	12	Short-Term Vocational	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	4,883.48
21-P0064386	05/17/21	12	Career Education Office	Advertising	ORANGE COUNTY APT HOUSE ASSOCIATION INC.	250.00
21-P0064387	05/17/21	11	Mailroom	Contracted Repair Services	BOSS INDUSTRIES INC	1,380.00

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Legend: \* = Multiple Funds for this P.O.

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05/02/21 thru 05/22/21

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
21-P0064388	05/17/21	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	EXEMPLIS LLC	10,706.08
21-P0064389	05/18/21	33	EHS Administration	Online Conference & Training	LIEBERT CASSIDY WHITMORE	2,050.00
21-P0064390	05/18/21	12	Student Development	Contracted Services	LINK-SYSTEMS INTERNATIONAL INC	17,250.00
21-P0064391	05/18/21	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	3,000.00
21-P0064392	05/18/21	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
21-P0064393	05/18/21	13	Maintenance	Non-Instructional Supplies	LESLIES POOLMART, INC.	1,500.00
21-P0064394	05/18/21	13	Fire Technology	Equip-All Other >\$1,000<\$5,000	CONVEYOR & STORAGE SOLUTIONS INC	6,591.70
21-P0064395	05/18/21	12	Continuing Education Division	Contracted Services	ORKIN PEST CONTROL	540.00
21-P0064396	05/20/21	33	CDC Administration	Contracted Repair Services	ITW FOOD EQUIPMENT GROUP LLC	951.60
21-P0064397	05/20/21	12	Welding	Instructional Supplies	SIMS ORANGE WELDING SUPPLY	1,150.40
21-P0064398	05/20/21	33	EHS Santa Ana College	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	131.86
21-P0064399	05/20/21	41	Facility Planning Office	Bldg Impr - Contractor Svcs	EXCELSIOR ELEVATOR CORPORATION	189,600.00
21-P0064400	05/20/21	33	EHS Santa Ana College	Non-Instructional Supplies	AMAZON COM	381.67
21-P0064401	05/20/21	12	Short-Term Vocational	Instructional Supplies	HOME DEPOT	5,000.00
21-P0064402	05/21/21	33	CDC Administration	Other Licenses & Fees	NAEYC	650.00
21-P0064403	05/21/21	13	Admin Services Office	Public Agencies' Assess & Fees	SCAQMD	137.63
21-P0064404	05/21/21	13	Maintenance	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	1,881.10
21-P0064405	05/21/21	12	Veterans Resource Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	625.00
21-P0064406	05/21/21	43	Facility Planning Office	Bldg Impr - Relocation/Moving	XEROX CORP	1,019.00
21-P0064407	05/21/21	41	Administrative Services Office	Equip-All Other >\$1,000<\$5,000	SUSAN BLACKWOOD LEEDY	1,999.06
21-P0064408	05/21/21	12	Talent Search	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,057.10
21-P0064409	05/21/21	41	Facility Planning Office	Bldg Impr - Contractor Svcs	KYA SERVICES LLC	21,557.90
21-P0064410	05/21/21	33	EHS Santa Ana College	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	976.39
21-P0064411	05/21/21	12	LAOCRC - Los Angeles	Contracted Services	BRANDIQ, LLC	155,300.00
21-P0219571	05/03/21	12	Resource Development	Contracted Services	SO OC COMMUNITY COLLEGE DISTRICT	179,800.00
21-P0219572	05/05/21	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY COLLEGE DISTRICT	606,000.00
21-P0219573	05/05/21	12	Resource Development	Contracted Services	DOWNEY UNIFIED SCHOOL DISTRICT	5,215,929.00
21-P0219574	05/05/21	12	Resource Development	Contracted Services	NEW DESIGNS CHARTER SCHOOL	885,000.00
21-P0219575	05/14/21	12	Resource Development	Contracted Services	LOS ANGELES COMMUNITY	1,907,600.00
21-P0219576	05/21/21	11	Digital Media Center	Contracted Services	EXCELSIOR ELEVATOR CORPORATION	422.00
<b>Grand Total:</b>						<b>\$10,948,330.36</b>

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-DON003006	5/3/2021	31	SAC BOOKSTORE	General Merchandise	DESIGN SOURCE USA, INC.	\$10,849.00
TX-DON006686	5/3/2021	31	SAC BOOKSTORE	Textbook	VINDY	\$11.04
TX-HAWK004902	5/6/2021	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$390.00
TX-HAWK004903	5/7/2021	31	SCC BOOKSTORE	Textbook	BNI	\$899.40
TX-HAWK004904	5/11/2021	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$172.89
TX-HAWK004905	5/20/2021	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	\$11,406.30
TX-HAWK004906	5/20/2021	31	SCC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$1,500.00
TX-HAWK004907	5/20/2021	31	SCC BOOKSTORE	Textbook	NORTON, INC.	\$3,120.00
						<b>\$28,348.63</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

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-B0001926	05/02/21*	79	COAST ELECTRIC	14,554.72	Administrative Services	TC82689
21-B0001926	05/04/21	79	COAST ELECTRIC	14,554.72		TC82689
<b>21-B0001926 Changed in: Printed Coments</b>						
21-B0001929	05/11/21	79	IPS GROUP, INC.	4,125.00		GC25569
21-B0001929	05/12/21	79	IPS GROUP, INC.	4,500.00		GC25569
<b>21-B0001929 Changed in: PO Amount</b>						
15-P0033332	05/02/21*	42	THE HILL PARTNERSHIP INC	3,145,043.80	AMENDMENT #6, 2/28/18; INCREASE ALLOWANCE BY \$30,000 AND INCREASE REIMBURSABLE EXPENSES BY \$20,000 FOR THE ADDED ADDITIONAL PROJECT SCOPE PER THE SIXTH AMENDMENT TO AGREEMENT DATED 2/27/17. BOARD APPROVED: 2/26/17.	CE28973
15-P0033332	05/12/21	42	THE HILL PARTNERSHIP INC	3,145,043.80	AMENDMENT #7, 5/12/21; EXTEND THE CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2021 OR UNTIL THE NOTICE OF COMPLETION FOR THE CONSTRUCTION WORK, DIVISION OF STATE ARCHITECT CERTIFICATION AND PROJECT CLOSE-OUT HAS BEEN ACHIEVED PER THE SEVENTH AMENDMENT TO THE AGREEMENT DATED MAY 11, 2021. BOARD APPROVED: MAY 10, 2021	DR21189
<b>15-P0033332 Changed in: Printed Coments</b>						
17-P0046335	05/02/21*	41	LSA ASSOCIATES INC	75,000.00		CE28973
17-P0046335	05/18/21	41	LSA ASSOCIATES INC	100,000.00	AMENDMENT #1, 5/18/21; INCREASE PO BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$100,000 AND EXTEND THE CONTRACT DURATION TO BE THROUGH 6/30/22 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/11/21. BOARD APPROVED: 5/10/21	DR21189
<b>17-P0046335 Changed in: PO Amount, Printed Coments</b>						
19-P0052800	05/02/21*	41	MYERS, HOUGHTON & PARTNERS I	150,000.00		CE28973
19-P0052800	05/12/21	41	MYERS, HOUGHTON & PARTNERS I	150,000.00	AMENDMENT #1, 5/12/21; EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2023 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/11/21. BOARD APPROVED: 5/10/21	DR21189
<b>19-P0052800 Changed in: Printed Coments</b>						
20-P0058313	05/10/21	41	PBK ARCHITECTS, INC.	62,000.00		CE28973
20-P0058313	05/12/21	41	PBK ARCHITECTS, INC.	62,000.00	AMENDMENT #1, 5/12/21; EXTEND THE CONTRACT COMPLETION DATE TO BE UNTIL THE NOTICE OF COMPLETION FOR THE CONSTRUCTION WORK, DIVISION OF STATE ARCHITECT CERTIFICATION AND PROJECT CLOSE-OUT HAS BEEN ACHIEVED PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 5/11/21. BOARD APPROVED: 5/10/21	DR21189
<b>20-P0058313 Changed in: Printed Coments</b>						

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\* 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-P0061691	05/02/21*	41	QUEZADA PRO LANDSCAPE INC	14,408.00	VENDOR TO PROVIDE GENERAL LANDSCAPE MAINTENANCE SERVICES FOR THE 17TH & BRISTOL STREET VACANT LOT FOR SANTA ANA COLLEGE, PER THE SCOPE OF WORK AS DETAILED IN THE SOLICITATION OF QUOTES AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF FIELD AGREEMENT FOR SERVICES 21.006, DATED JULY 1, 2020	DE68698
21-P0061691	05/03/21	41	QUEZADA PRO LANDSCAPE INC	14,583.00	CHANGE ORDER #1, 5/3/21; INCREASE LINE ITEM 2 FOR SITE CLEAN-UP BY \$175 PER INVOICE #4880 DATED 10/22/20. VENDOR TO PROVIDE GENERAL LANDSCAPE MAINTENANCE SERVICES FOR THE 17TH & BRISTOL STREET VACANT LOT FOR SANTA ANA COLLEGE, PER THE SCOPE OF WORK AS DETAILED IN THE SOLICITATION OF QUOTES AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF FIELD AGREEMENT FOR SERVICES 21.006, DATED JULY 1, 2020	DR21189
<b>21-P0061691 Changed in: PO Amount, Printed Coments</b>						
21-P0062260	05/03/21	12	CARQUEST AUTO PARTS	5,000.00		BY60596
21-P0062260	05/04/21	12	CARQUEST AUTO PARTS	5,206.66	Change order #1, date 5/4/21. to increase the amount of PO by \$208.66 to be able to pay outstanding invoices as per department request	JM13964
21-P0062260	05/11/21	12	CARQUEST AUTO PARTS	5,208.66	Change order #1, date 5/4/21. to increase the amount of PO by \$208.66 to be able to pay outstanding invoices as per department request	JM13964
<b>21-P0062260 Changed in: PO Amount, Printed Coments</b>						
21-P0062391	05/20/21	12	DON BOOKSTORE	5,000.00		JP21702
21-P0062391	05/21/21	12	DON BOOKSTORE	5,110.00	Change Order #1 5/21/21 Increase PO by \$110.	FC78314
<b>21-P0062391 Changed in: PO Amount, Printed Coments</b>						
21-P0062628	05/07/21	12	OFFICE DEPOT BUSINESS SVCS	5,500.00	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	DE68698
21-P0062628	05/20/21	12	OFFICE DEPOT BUSINESS SVCS	5,425.00	Change order #1, dated 5/20/21. To reduce the PO remaining amount by \$75.00 as per Department request. Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	JM13964
<b>21-P0062628 Changed in: PO Amount, Printed Coments</b>						
21-P0063128	05/02/21*	12	THE GPS STORE, INC	1,655.00		BS93249
21-P0063128	05/07/21	12	THE GPS STORE, INC	1,515.87	Change Order #1, dated 5/6/21. Price has changed to line item #1, to a lower cost. This change is also to match the amount on the PO against revised quote as per department request.	JM13964
<b>21-P0063128 Changed in: PO Amount, Printed Coments</b>						
21-P0063664	05/02/21*	12	ADVENTURES IN ADVERTISING	12,334.53	Face masks for Santa Ana College - Centennial Education Center students.	FC78314
21-P0063664	05/17/21	12	ADVENTURES IN ADVERTISING	12,517.55	CHANGE ORDER #1 5/17/21 ADD ITEM #4 SHIPPING CHARGES. Face masks for Santa Ana College - Centennial Education Center students.	FC78314

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
<b>21-P0063664</b> Changed in: PO Amount, Printed Coments						
21-P0063691	05/02/21*	12	DON BOOKSTORE	350.00		JM13964
21-P0063691	05/18/21	12	DON BOOKSTORE	1,150.00	Change order #1, Dated 5/18/21. to increase the PO amount by \$800. From the original amount of \$350.00 to \$1,150.00 as per department request.	JM13964
<b>21-P0063691</b> Changed in: PO Amount, Printed Coments						
21-P0063823	05/07/21	11	VERNES PLUMBING INC	8,785.00		DE68698
21-P0063823	05/21/21	11	VERNES PLUMBING INC	7,985.00	CHANGE ORDER #1, 5/21/21; REDUCE THE LINE ITEM FOR ALLOWANCE BY \$800 OF UNUSED FUNDS.	DR21189
<b>21-P0063823</b> Changed in: PO Amount, Printed Coments						
21-P0064031	05/02/21*	12	AMAZON COM	5,102.49		FC78314
21-P0064031	05/20/21	12	AMAZON COM	3,580.40	CHANGE ORDER #1 5/20/21 DECREASE PO BY \$1522.09	FC78314
<b>21-P0064031</b> Changed in: PO Amount, Printed Coments						
21-P0064124	05/02/21*	12	TOOL AND EQUIPMENT HOLDINGS,	2,262.00		JM13964
21-P0064124	05/13/21	12	TOOL AND EQUIPMENT HOLDINGS,	2,583.57	Change order #1, dated 5/13/21. To increase the quantity on Line items #2, from qty. of 6 to 12. Line item #4, from qty. 2 to 4. Line item #8, from qty 2 to 4. as per department request.	JM13964
<b>21-P0064124</b> Changed in: PO Amount, Printed Coments						
21-P0064232	05/02/21*	12	SUBWAY	819.38		JM13964
21-P0064232	05/03/21	12	SUBWAY	819.38	Change Order #1, date 5/3/21. Change to the original date of evnt from 6/3/21 to 6/4/21. Per department request.	JM13964
<b>21-P0064232</b> Changed in: Printed Coments						
21-P0064241	05/18/21	13	TEAMWORK PROMOTIONAL	15,756.58		JM13964
21-P0064241	05/18/21	13	DON BOOKSTORE	15,756.58	Change order #1, dated 5/18/21. to Change the vendor name & ID on PO. Don Bookstore has already paid Teamworks to fulfill the order . Therefore Facility will have to pay Don Bookstore as per department request.	JM13964
<b>21-P0064241</b> Changed in: Vendor, Printed Coments						
21-P0064325	05/18/21	12	EDUCATIONAL GLOBAL TECH INC	3,900.00		JM13964
21-P0064325	05/18/21	12	EDUCATIONAL GLOBAL TECHNOLOG	3,900.00		JM13964
<b>21-P0064325</b> Changed in: Vendor						
21-P0064331	05/05/21	12	AMAZON COM	22.93		FC78314

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0064331	05/05/21	12	AMAZON COM	28.92		FC78314
<b>21-P0064331 Changed in: PO Amount</b>						
21-P0064335	05/06/21	74	OFFICE DEPOT BUSINESS SVCS	1,310.91		FC78314
21-P0064335	05/06/21	74	OFFICE DEPOT BUSINESS SVCS	0.00		FC78314
21-P0064335	05/06/21	74	OFFICE DEPOT BUSINESS SVCS	1,310.91		FC78314
<b>21-P0064335 Changed in: PO Amount</b>						
21-P0064352	05/10/21	12	EZ-UP DIRECT.COM LLC	7,302.00	Canopies for SCC Angel Stadium Commencement.	FC78314
21-P0064352	05/11/21	12	INTERNATIONAL E-Z UP INC	7,302.00	CHANGE ORDER #1 5/11/21 AMEND VENDORS BUSINESS NAME TO INTERNATIONAL E-Z UP INC. Canopies for SCC Angel Stadium Commencement.	FC78314
21-P0064352	05/11/21	12	INTERNATIONAL E-Z UP INC	7,302.00	CHANGE ORDER #1 5/11/21 AMEND VENDORS BUSINESS NAME TO INTERNATIONAL E-Z UP INC. Canopies for SCC Angel Stadium Commencement.	FC78314
<b>21-P0064352 Changed in: Vendor, Printed Coments</b>						
21-P0064357	05/11/21	12	AMAZON COM	115.12		FC78314
21-P0064357	05/11/21	12	AMAZON COM	115.12	Items for SCCOEC Adults Class Program	FC78314
<b>21-P0064357 Changed in: Printed Coments</b>						
21-P0064410	05/21/21	33	FARMERS AND MERCHANTS BANK O	1,059.39		JM13964
21-P0064410	05/21/21	33	FARMERS AND MERCHANTS BANK O	976.39		JM13964
<b>21-P0064410 Changed in: PO Amount</b>						
21-P0219101	05/05/21	13	GARV INC	5,200.00		DP29747
21-P0219101	05/12/21	13	GARV INC	1,300.00	CHANGE ORDER #1 5/12/21 CANCEL ENTIRE PO.	FC78314
<b>21-P0219101 Changed in: PO Amount, Printed Coments</b>						
21-P0219260	05/02/21*	13	NESTLE WATERS NORTH AMERICA	6,145.94		FC78314
21-P0219260	05/03/21	13	NESTLE WATERS NORTH AMERICA	0.00	Change Order #1 5/3/21 Cancel entire PO.	FC78314
<b>21-P0219260 Changed in: PO Amount, Printed Coments</b>						
21-P0219430	05/02/21*	12	DESERT COMMUNITY COLLEGE DIS	200,000.00		DR21189
21-P0219430	05/03/21	12	DESERT COMMUNITY COLLEGE DIS	250,000.00	CHANGE ORDER #1, 5/03/21; INCREASE PO BY \$50,000 FOR A TOTAL AGREEMENT AMOUNT OF \$250,000 AND EXTEND THE TERM TO BE THROUGH 12/31/21 PER THE AMENDEMENT TO THE GRANT AGREEMENT	DR21189
<b>21-P0219430 Changed in: PO Amount, Printed Coments</b>						

4.15 (9)

\* 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-P0219445	05/02/21*	12	MOUNT SAN ANTONIO	238,000.00		DE68698
21-P0219445	05/10/21	12	MOUNT SAN ANTONIO	238,000.00	CHANGE ORDER #1, 5/10/21; EXTEND THE PERIOD OF PERFORMANCE TO BE THROUGH SEPTEMBER 30, 2021.	DR21189
<b>21-P0219445 Changed in: Printed Coments</b>						
21-P0219563	05/02/21*	11	CURVATURE INC	100.00		DR21189
21-P0219563	05/11/21	11	CURVATURE INC	220.00	CHANGE ORDER #1, 5/11/21; ADDITION OF LINE ITEMS 6-11 PER UPDATED QUOTE.	DR21189
<b>21-P0219563 Changed in: PO Amount, Printed Coments</b>						

4.15 (10)

\* This entry shows the PO on the given date, not that it changed on this date.

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MAY 2, 2021 THROUGH MAY 22, 2021  
BOARD MEETING OF JUNE 21, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0064314	\$69,675.75	Electronic air cleaners and installation at Santiago Canyon College	SCC -Maintenance	Only authorized vendor under warranty
21-P0064316	\$17,318.84	Class Schedules for Santa Ana College and Santiago Canyon College Schools of Continuing Education	Continuing Education Division	Received Quotations: *1. Advanced Web Offset 2. Southern Offset Printing 3. Trend Offset Printing 4. Advantage Press *Successful Bidder
21-P0064336	\$37,675.91	Chairs and stools to furnish the new Johnson Student Center at Santa Ana College	DO -Facility Planning	Purchased from the Foundation for California Community Colleges (FCCC) Contract #CB-202-18 Board Approved: July 15, 2019
21-P0064344	\$21,415.69	Laptop computers with extended warranties	SAC -Health Sciences Education	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNVP-133 Board Approved: November 9, 2015
21-P0064348	\$24,454.00	Installation of a double swing gate at the main entrance at Santa Ana College	DO -Facility Planning	Received Quotations: *1. A-1 Fence Company *Successful Bidder
21-P0064356	\$28,078.00	Marketing services for the Summer 2021 term at Santa Ana College and Santiago Canyon College Schools of Continuing Education	Continuing Education Division	Board Approved: April 12, 2021

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MAY 2, 2021 THROUGH MAY 22, 2021  
BOARD MEETING OF JUNE 21, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0064361	\$160,000.00	Deposit payment for the Santiago Canyon College Commencement event at the Angel Stadium of Anaheim	SCC -President's Office	Board Approved: May 10, 2021
21-P0064364	\$20,916.54	Early cancellation fees and charges for internet services at the now closed Los Angeles LAOCRC regional office	DO -LAOCRC	
21-P0064370	\$665,000.00	Certified Access Specialist Project (CASP) management and planning consulting services	DO -Facility Planning	Board Approved: May 10, 2021
21-P0064371	\$315,000.00	ADA project management and planning consulting services	DO -Facility Planning	Board Approved: May 10, 2021
21-P0064372	\$51,000.00	Inspector of Record services for the ITS Copper Wire Project at Santa Ana College	DO -Facility Planning	Board Approved: May 10, 2021
21-P0064383	\$129,000.00	ADA and parking lot repairs at the District Operations Center	DO -Facility Planning	Board Approved: May 24, 2021
21-P0064390	\$17,250.00	Live online student tutoring through NeTutor	SCC -Student Development	Board Approved: May 10, 2021
21-P0064399	\$189,600.00	Building D Elevator modernization at Santiago Canyon College	DO -Facility Planning	Bid #1405 Board Approved: June 21, 2021



**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MAY 2, 2021 THROUGH MAY 22, 2021  
BOARD MEETING OF JUNE 21, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0064409	\$21,557.90	Installation of new carpet to the water damaged area on the third floor at the District Operations Center	DO -Facility Planning	Received Quotations: *1. KYA Services *Successful Bidder
21-P0064411	\$155,300.00	Professional services for facilitating and planning the LAOCRC Faculty Innovation Hub	DO -LAOCRC	Board Approved: May 10, 2021
21-P0219571	\$179,800.00	Sub-agreement with South Orange County CCD on behalf of Irvine Valley College to implement FY20/21 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
21-P0219572	\$606,000.00	Sub-agreement with Los Angeles CCD on behalf of West Los Angeles College to implement FY20/21 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
21-P0219573	\$5,215,929.00	Sub-agreement with Downey Unified School District to create, support and/or expand high-quality K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: February 8, 2021
21-P0219574	\$885,000.00	Sub-agreement with New Designs Charter Schools to create, support and/or expand high-quality K12 level and K12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: February 8, 2021

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM MAY 2, 2021 THROUGH MAY 22, 2021  
BOARD MEETING OF JUNE 21, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0219575	\$1,907,600.00	Sub-agreement with Los Angeles CCD on behalf of Los Angeles Trade Tech College to implement FY20/21 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017

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

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of Agreement with ProcureAmerica, Business Intelligence Services	
Action:	Request for Approval	

**BACKGROUND**

The district continues to look at ways to generate cost savings. ProcureAmerica, Business Intelligence Services (ProcureAmerica) has had success finding costs savings for various government and higher education agencies in the areas of utilities, telecommunications, document management, treasury, waste and recycling, and technology.

**ANALYSIS**

ProcureAmerica will analyze the district's policies, procedures, supplier contracts, past invoices and other pertinent information in agreed-upon expense categories and recommend solutions to lower cost as well as meet our operational requirements. The district is not obligated to accept any recommendations. If we decide to implement any of their recommendations, they will continue to consult with the district to ensure proper billing by our vendors and continuously look for efficiencies. If any savings are realized, the district will share 50% of the savings with ProcureAmerica for a 36-month period.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Agreement with ProcureAmerica, Business Intelligence Services as presented.

Fiscal Impact:	Savings to be determined	Board Date: June 21, 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**  
**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 Educational Services and ProcureAmerica, Business Intelligence Services, having its principal business address located at 30900 Rancho Viejo Road, #265 San Juan Capistrano, CA 92675 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

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

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

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

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

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

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 1, 2021, whichever is later, and shall continue in full force and effect thereafter until and including for 36 months as outlined in the Statmemet of Work in Exhibit A Section 4. (“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 Five Hundred Thousand. Any additoinal compensation would require the District Board aproval Dollars (\$500,000.00 Insert dollar amount in numbers) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations,

limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by

Contractor pursuant to this Contract are intended as “works made for hire” and shall be the exclusive property of the District. If any such work products contain Contractor’s intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

#### Other Insurance Requirements

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

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

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

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

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



15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District (“Confidential Information”). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District’s policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

District: Rancho Santiago Community College District  
Attn: Adam 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)  
District Office, Educational Services  
Enrique Perez, J.D., Vice Chancellor

2323 N. Broadway  
Santa Ana, CA 92706

Contractor: Fred Armendariz, Chief Executive Officer  
30900 Rancho Viejo Road, #265  
San Juan Capistrano, CA 92675

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility
33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).
34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

Print Name: Adam M. O'Connor

Print Title: Interim Vice Chancellor, Bus Ops/Fiscal Srvs

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

CONTRACTOR

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

Print Name: \_\_ Fred Armendariz

Print Title: \_\_ Chief Executive Officer

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

## Exhibit A

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

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

See Attached.



## Statement of Work

**1.) STATEMENT OF WORK:** Procure America (PA) is pleased to provide the following cost reduction consulting services to Client (as selected by Client) with the resolve and purpose of reducing or recovering costs.

- |  |  |
|--|--|
| <input type="checkbox"/> Waste & Recycle     | <input type="checkbox"/> Utilities               |
| <input type="checkbox"/> Document Management | <input type="checkbox"/> Treasury Services       |
| <input type="checkbox"/> Telecommunications  | <input type="checkbox"/> Technology Optimization |

PA shall use its best efforts to obtain cost savings for Client's benefit by analyzing Client's policies, procedures, supplier contracts, past invoices and other pertinent information as it relates to the above selected expense categories set for review. PA will further gather information as to Client's needs (past, present and future) from Client's service providers so as to build a solution that not only lowers cost, but also matches Client's operational and corporate requirements and expectations. After analyzing Client's current spending patterns, PA shall provide Client with a full report outlining PA's observations. PA's report will include a review of operations, cost reduction recommendations and potential service level enhancements.

**2.) POST REVIEW PHASE:** For the entire balance of the relationship with Client, PA will continue to consult with Client in an effort to continuously look for efficiencies in the chosen areas of focus. Periodically, the PA team will review Client's invoicing and deliverables to ensure accountability by Client's service providers with respect to the spirit and intent of the agreement between Client and the third party service provider. This monthly review will take into account service levels, cost controls and overall client satisfaction. Further, PA will continuously consult with Client to anticipate changes in service needs to ensure that the proper service provider, contract and procedures are in place to address Client's go forward requirements.

**3.) REVENUE SHARE:** Client has in place certain existing costs as it pertains to the requested expense categories selected for review ("Established Rates"). PA's report will document the Established Rates for each service or product chosen for review and outline the methodology for PA's findings. Client and PA will then discuss, agree and document the Established Rates for the targeted service or product. After the initial review is completed, PA will produce an addendum to this agreement that outlines the Established Rates, billing cycles and other operational details associated to the go forward strategy. If Client elects to proceed with any or all of the recommendations as set forth in PA's report, Client agrees to compensate PA for the savings associated with the proposal. The Revenue Share to PA is fifty percent or half of the actual realized savings measured by the difference between the agreed upon Established Rates and Client's new costs as set forth in PA's report and documented through actual realized savings during the 36 month term.

In some cases, the PA staff may discover over billing, credits, rebates or other sources of revenue. This income is to be considered expense reduction for purposes of this Agreement and will be accounted for in the same manner as the expense reduction savings. This revenue shall be shared with PA after the refunds or other credits are realized by Client. In other cases, PA may have the ability to recover rebates or other compensation by contractors or service providers. PA shall disclose this compensation to Client and both parties shall share this revenue as savings at the time the revenue is received. It may be necessary to institute cost reduction strategies within a specific expense category in stages. If this occurs, then each stage of implementation will be viewed with its own billing cycle.

**4.) CLIENT PARTICIPATION:** Client shall give its full cooperation to PA in providing all required documents, invoices, contracts and staff consultation time to PA's evaluation team in order to conduct the expense reduction review. During the review process, Client agrees not to renegotiate, amend or extend in place contracts or introduce operational procedures/changes that will effect cost/pricing and or contractual obligations of the Client to the supplier. Any cost reduction made, during the specified assessment process will be credited to PA's presence and is therefore treated as such and factored into the shared revenue structure. During the course of the relationship between PA and Client, Client and PA understand that despite PA's recommendations, suggestions, potential suppliers and other proposals, Client has the right not to proceed with said proposals. However, if Client does pursue any or all of the documented review recommendations (with or without PA's further assistance), PA is entitled to the appropriate revenue share as outlined in Section 3 above. Client agrees to grant PA the right to review any materials (books, records, invoices, contracts or other information) related to the review category selected by Client in Section 1 above. Any additional Client request or engagement, written or otherwise, to review expenses in any areas not checked off in Section 1.) Will also be governed by this agreement.

This Agreement shall commence with the Client's first PA invoice per expense category and will be in effect for an initial 36 month term. Each expense reduction category carries its own 36 month term/billing cycle commencing on the first invoice for that particular practice group. All invoices are due upon receipt. Any payments received more than 30 days from invoice date will be charged a 1.5% per month interest fee. If the savings is implemented in stages, each stage will carry its own 36 month term. PA and Client shall have the option to terminate this Agreement after the initial term with a 30 day prior written notice to the other party.

**5.) CONFIDENTIALITY:** Each party shall maintain in strict confidence all information received from the other party in the performance of this Agreement. Client acknowledges and agrees that any intellectual property developed or used by PA shall be the property of PA.

IN WITNESS WHEREOF, Client has executed this Agreement to be effective on the date below.

**Client:** \_\_\_\_\_

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

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

**Signature:** \_\_\_\_\_

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



**PROCUREAMERICA**  
BUSINESS INTELLIGENCE SERVICES

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

**ANALYSIS**

Items for the following categorically funded programs were developed.

<b><u>Project Title</u></b>	<b><u>Award Date</u></b>	<b><u>Amount</u></b>
<b><u>Fiscal Year 2020/2021</u></b>		
1. Early Head Start (District) - <i>Augmentation</i> An augmentation to the non-competitive continuation grant award from the U.S. Department of Health and Human Services, Administration for Children and Families, to support enrollment of children and families into Early Head Start programs. (20/21). <i>Match is waived.</i>	05/11/2021	\$24,239
<b><u>Fiscal Year 2021/2022</u></b>		
2. California Adult Education Program (SAC & SCC) RSCCD received the California Adult Education Program state categorical apportionment (formerly Adult Education Block Grant), Assembly Bill No. 104, from the California Community Colleges Chancellor's Office. The Rancho Santiago Adult Education Consortium will implement regional strategies to better serve educational and workforce needs of adult learners and support seven program areas: Adult Basic Education (ABE) and Adult Secondary Education (ASE); English as a Second Language (ESL) and ESL-Citizenship; workforce preparation; family literacy; adults with disabilities, career technical education, and pre-apprenticeship training. (21/22). <i>No match required.</i>	07/01/2021	\$3,207,811
3. Regional Director for Employer Engagement – Information & Communication Technologies (ICT)/Digital Media (District) Grant award to RSCCD's Los Angeles/Orange Country Regional Consortium from the California Community Colleges Chancellor's Office Workforce & Economic Development Division to host a Regional Director for Employer Engagement to support Los Angeles community colleges to improve ICT/Digital Media workforce training programs and to assist in building connections between the colleges and the industry sectors in the region. (21/22). <i>The match required is \$50,000 that consists of third-party in-kind contributions.</i>	07/01/2021	\$50,000

**RECOMMENDATION**

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

Fiscal Impact:	\$3,282,050	Board Date: June 21, 2021
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	



**SPECIAL PROJECT DETAILED BUDGET #1297**  
**NAME: Early Head Start 2021 - Operating (District)**  
**FISCAL YEAR: 2020/21 and 2021/22**

**CONTRACT PERIOD: 01/01/2021 - 12/31/2021**  
**CONTRACT INCOME:** \$1,986,776  
**Augmentation COLA:** \$24,239  
**TOTAL INCOME:** \$2,011,015

**PROJ. ADM. Janneth Linnell**  
**PROJ. DIR. My Le Pham**

**Date: 05/21/21**

**CFDA No. 93.600**  
**Prime Sponsor: U.S. Department of Health & Human Services/**  
**Fiscal Agent: Rancho Santiago CCD**  
**Prime Award No.: 09CH9178**

Account	Object Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
33-1297-000000-50000-8199	Other Federal Revenues		1,986,776		2,011,015		24,239
33-1297-672000-50000-5865	Indirect Costs	76,414		77,346		932	
33-1297-692000-53320-1270	Child Development Teachers	32,370		32,370			
33-1297-692000-53320-2345	Professional Experts	10,782		10,782			
33-1297-692000-53320-3115	STRS - Non-Instructional	5,204		5,204			
33-1297-692000-53320-3215	PERS - Non-Instructional	2,232		2,232			
33-1297-692000-53320-3315	OASDHI - Non-Instructional	670		670			
33-1297-692000-53320-3325	Medicare - Non-Instructional	611		611			
33-1297-692000-53320-3415	H & W - Non-Instructional	11,375		11,375			
33-1297-692000-53320-3435	H & W - Retiree Fund Non-Inst	478		478			
33-1297-692000-53320-3515	SUI - Non-Instructional	22		22			
33-1297-692000-53320-3615	WCI - Non-Instructional	649		649			
33-1297-692000-53320-3915	Other Benefits - Non-Instruct	750		750			
33-1297-692000-53328-1210	Academic Management	30,836		30,836			
33-1297-692000-53328-1270	Child Development Teachers	106,317		106,317			
33-1297-692000-53328-2130	Classified Employees	33,644		33,644			
33-1297-692000-53328-2345	Professional Experts	25,810		25,810			
33-1297-692000-53328-3115	STRS - Non-Instructional	22,047		22,047			
33-1297-692000-53328-3215	PERS - Non-Instructional	12,307		12,307			
33-1297-692000-53328-3315	OASDHI - Non-Instructional	3,687		3,687			

5.1 (2)

**SPECIAL PROJECT DETAILED BUDGET #1297**  
**NAME: Early Head Start 2021 - Operating (District)**  
**FISCAL YEAR: 2020/21 and 2021/22**

**CONTRACT PERIOD: 01/01/2021 - 12/31/2021**

**PROJ. ADM. Janneth Linnell**

**CONTRACT INCOME: \$1,986,776**

**PROJ. DIR. My Le Pham**

**Augmentation COLA: \$24,239**

**TOTAL INCOME: \$2,011,015**

**Date: 05/21/21**

**CFDA No. 93.600**

**Prime Sponsor: U.S. Department of Health & Human Services/**

**Fiscal Agent: Rancho Santiago CCD**

**Prime Award No.: 09CH9178**

Account	Object Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
33-1297-692000-53328-3325	Medicare - Non-Instructional	2,768		2,768			
33-1297-692000-53328-3415	H & W - Non-Instructional	54,845		58,067		3,222	
33-1297-692000-53328-3435	H & W - Retiree Fund Non-Inst	2,167		2,167			
33-1297-692000-53328-3515	SUI - Non-Instructional	100		100			
33-1297-692000-53328-3615	WCI - Non-Instructional	2,940		2,940			
33-1297-692000-53328-3915	Other Benefits - Non-Instruct	4,680		4,680			
33-1297-692000-53328-4310	Instructional Supplies	2,300		2,300			
33-1297-692000-53328-4610	Non-Instructional Supplies	8,000		8,000			
33-1297-692000-53328-4710	Food and Food Service Supplies	500		500			
33-1297-692000-53329-1210	Academic Management	282,418		282,418			
33-1297-692000-53329-1270	Child Development Teachers	379,439		379,439			
33-1297-692000-53329-2130	Classified Employees	232,394		232,394			
33-1297-692000-53329-2340	Student Assistants - Hourly	21,750		21,750			
33-1297-692000-53329-2345	Professional Experts	22,167		22,167			
33-1297-692000-53329-3115	STRS - Non-Instructional	106,389		106,389			
33-1297-692000-53329-3215	PERS - Non-Instructional	62,492		62,492			
33-1297-692000-53329-3315	OASDHI - Non-Instructional	18,226		18,226			
33-1297-692000-53329-3325	Medicare - Non-Instructional	14,952		14,952			
33-1297-692000-53329-3335	PARS - Non-Instructional	732		732			
33-1297-692000-53329-3415	H & W - Non-Instructional	239,544		259,629		20,085	

5.1  
(3)

**SPECIAL PROJECT DETAILED BUDGET #1297**  
**NAME: Early Head Start 2021 - Operating (District)**  
**FISCAL YEAR: 2020/21 and 2021/22**

**CONTRACT PERIOD: 01/01/2021 - 12/31/2021**

**PROJ. ADM. Janneth Linnell**

**CONTRACT INCOME: \$1,986,776**

**PROJ. DIR. My Le Pham**

**Augmentation COLA: \$24,239**

**TOTAL INCOME: \$2,011,015**

**Date: 05/21/21**

**CFDA No. 93.600**

**Prime Sponsor: U.S. Department of Health & Human Services/**

**Fiscal Agent: Rancho Santiago CCD**

**Prime Award No.: 09CH9178**

Account	Object Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
33-1297-692000-53329-3435	H & W - Retiree Fund Non-Inst	11,583		11,583			
33-1297-692000-53329-3515	SUI - Non-Instructional	464		464			
33-1297-692000-53329-3615	WCI - Non-Instructional	15,794		15,794			
33-1297-692000-53329-3915	Other Benefits - Non-Instruct	23,662		23,662			
33-1297-692000-53329-4310	Instructional Supplies	5,000		5,000			
33-1297-692000-53329-4610	Non-Instructional Supplies	8,050		8,050			
33-1297-692000-53329-4710	Food and Food Service Supplies	1,000		1,000			
33-1297-692000-53329-5100	Contracted Services	39,000		39,000			
33-1297-692000-53329-5220	Mileage/Parking Expenses	7,000		7,000			
33-1297-692000-53329-5300	Inst Dues & Memberships	2,140		2,140			
33-1297-692000-53329-5610	Lease Agreement - Equipment	837		837			
33-1297-692000-53329-5650	Rental - Facility (Short-term)	2,500		2,500			
33-1297-692000-53329-5845	Excess/Copies Useage	1,000		1,000			
33-1297-692000-53329-5850	Fingerprinting	1,000		1,000			
33-1297-692000-53329-5940	Reproduction/Printing Expenses	200		200			
33-1297-692000-53329-5950	Software License and Fees	32,538		32,538			
<b>Total 1297 EHS Operating 2021</b>		<b>1,986,776</b>	<b>1,986,776</b>	<b>2,011,015</b>	<b>2,011,015</b>	<b>24,239</b>	<b>24,239</b>

5.1 (4)

## **PROJECT SUMMARY: ABSTRACT**

At first thought Orange County, California may only conjure images as one of the wealthiest counties in America; however, Orange County is also home to “the hardest city in the U.S. in which to live”.<sup>1</sup> The City of Santa Ana is the largest city in the county with a population of almost 330,000, of which 30,000 are under the age of five.<sup>2</sup> With less than 120 subsidized infant/toddler spaces, there is a significant demand for Early Head Start (EHS) services in Santa Ana.

In an effort to address the needs of our community’s most vulnerable population -- low-income, poverty-stricken expectant mothers and young children birth to age three: *Rancho Santiago Community College District Child Development Services (RSCCD CDS)*; in collaboration with two partners - *MOMS of Orange County* and *Help Me Grow* provide Early Head Start (EHS) services in the city of Santa Ana as part of the RSCCD boundaries.

Each collaborative partner comes to this project with extensive knowledge in their respective field, a strong community presence and reputations that have engendered trust and the capacity to expand their services quickly to provide intensive, flexible, continuous comprehensive EHS services in Santa Ana.

RSCCD Child Development Services, as the Grantee, and its collaborative partners provide a fresh approach to seamless EHS service delivery to serve:

- 34** pregnant women;
- 46** infants and toddlers in center-based care; and
- 60** infants and toddlers in home-based settings.

RSCCD is requesting **\$1,784,985** in funding to continue at current capacity.

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<sup>1</sup> Rockefeller Institute on Government, [An Update on Urban Hardship](#), 2004

<sup>2</sup> U.S. Census Bureau, 2010 Census.

**SPECIAL PROJECT DETAILED BUDGET #2460**  
**NAME: CALIFORNIA ADULT EDUCATION PROGRAM**  
**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NONCREDIT PROGRAMS)**  
**FISCAL YEAR: 2021/2022**

**CONTRACT PERIOD: 07/01/2021 - 12/31/2023**  
**CONTRACT INCOME: \$3,207,811**  
**PRIME SPONSOR: CCC Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**PRIME AWARD #: Categorical Apportionment**

**PRJ. ADMIN.: James Kennedy**  
**PRJ. DIR.: Christine Gascon**  
**Date: 6/2/2021**

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
<b>COLLEGE (CENTENNIAL EDUCATION CENTER)</b>			
<b>12_2460_000000_10000_8629</b>	<b>Other Gen Categorical Apport : Santa Ana Coll</b>		<b>1,246,051</b>
12_2460_679000_10000_5865	Indirect Costs : Santa Ana College (5%)	59,336	
12_2460_601000_18100_5100	Contracted Services : Continuing Education <a href="#">Advertising/Marketing</a>	95,851	
12_2460_601000_18100_5800	Advertising : Continuing Education Division	8,944	
<b>12_2460_619000_18100_1480</b>	<b>Part-Time Reassigned Time : Continuing Ed</b>	5,000	
12_2460_619000_18100_3115	STRS - Non-Instructional : Continuing Educati	796	
12_2460_619000_18100_3325	Medicare - Non-Instructional : Continuing Edu	73	
12_2460_619000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	100	
12_2460_619000_18100_3515	SUI - Non-Instructional : Continuing Educatio	3	
12_2460_619000_18100_3615	WCI - Non-Instructional : Continuing Educatio	75	
12_2460_619000_18100_5815	Class Schedules/Printing : Continuing Educati	20,944	
<b>12_2460_620000_18100_2130</b>	<b>Classified Employees : Continuing Education</b> <b><a href="#">Christina Orozco, A&amp;R II (8-6 +7.5%L @ 100%)</a></b>	64,576	
12_2460_620000_18100_3215	PERS - Non-Instructional : Continuing Educati	14,852	
12_2460_620000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	4,097	
12_2460_620000_18100_3325	Medicare - Non-Instructional : Continuing Edu	958	
12_2460_620000_18100_3415	H & W - Non-Instructional : Continuing Educat	28,770	
12_2460_620000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	1,322	
12_2460_620000_18100_3515	SUI - Non-Instructional : Continuing Educatio	33	
12_2460_620000_18100_3615	WCI - Non-Instructional : Continuing Educatio	991	
12_2460_620000_18100_3915	Other Benefits - Non-Instruct : Continuing Ed	1,500	
<b>12_2460_632000_18100_2130</b>	<b>Classified Employees : Continuing Education</b> <b><a href="#">Jorge Lopez-Galicia, only OOC</a></b> <b><a href="#">10-3 Admin Clerk @ 100%</a></b>	2,927	
12_2460_632000_18100_3215	PERS - Non-Instructional : Continuing Educati	673	
12_2460_632000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	181	
12_2460_632000_18100_3325	Medicare - Non-Instructional : Continuing Edu	42	
12_2460_632000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	59	
12_2460_632000_18100_3515	SUI - Non-Instructional : Continuing Educatio	1	
12_2460_632000_18100_3615	WCI - Non-Instructional : Continuing Educatio	44	
<b>12_2460_649000_18100_2130</b>	<b>Classified Employees : Continuing Education</b> <b><a href="#">Wendy Esparza only OOC</a></b> <b><a href="#">Student Service Coordinator only 15-2 @ 100%</a></b>	3,866	
12_2460_649000_18100_3215	PERS - Non-Instructional : Continuing Educati	889	
12_2460_649000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	240	
12_2460_649000_18100_3325	Medicare - Non-Instructional : Continuing Edu	56	
12_2460_649000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	77	
12_2460_649000_18100_3515	SUI - Non-Instructional : Continuing Educatio	2	

**SPECIAL PROJECT DETAILED BUDGET #2460**  
**NAME: CALIFORNIA ADULT EDUCATION PROGRAM**  
**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NONCREDIT PROGRAMS)**  
**FISCAL YEAR: 2021/2022**

**CONTRACT PERIOD: 07/01/2021 - 12/31/2023**  
**CONTRACT INCOME: \$3,207,811**  
**PRIME SPONSOR: CCC Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**PRIME AWARD #: Categorical Apportionment**

**PRJ. ADMIN.: James Kennedy**  
**PRJ. DIR.: Christine Gascon**  
**Date: 6/2/2021**

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12_2460_649000_18100_3615	WCI - Non-Instructional : Continuing Educatio	58	
12_2460_678000_18100_5100	Contracted Services : Continuing Education	65,000	
12_2460_678000_18100_5555	Telecommunication Circuits : Continuing Educa	27,000	
<b>12_2460_619000_18110_1250</b>	<b>Contract Coordinator : English as a Second Lang</b> <b>Merari Weber, Assistant Professor/Coord. ESL</b> <b>Class VII Step 16 (100%)</b> <b>Jose Lopez Mercedes, Coordinator/ESL</b> <b>Class IV Step 15 (50%)</b> <b>Assistant Professor/Coord. ESL (Vacant)</b> <b>Class VI Step 12 (50%)</b>	<b>238,656</b>	
12_2460_619000_18110_3115	STRS - Non-Instructional : English as a Secon	37,994	
12_2460_619000_18110_3325	Medicare - Non-Instructional : English as a S	3,511	
12_2460_619000_18110_3415	H & W - Non-Instructional : English as a Seco	35,719	
12_2460_619000_18110_3435	H & W - Retiree Fund Non-Inst : English as a	4,843	
12_2460_619000_18110_3515	SUI - Non-Instructional : English as a Second	121	
12_2460_619000_18110_3615	WCI - Non-Instructional : English as a Second	3,632	
12_2460_619000_18110_3915	Other Benefits - Non-Instruct : English as a	3,500	
<b>12_2460_619000_18130_1250</b>	<b>Contract Coordinator : Elementary &amp; Second</b> <b>John Tashima, Assistant Professor/Coord. ABE</b> <b>Class III Step 15 (100%)</b> <b>Donna Khalid, Assistant Professor/Coord. ABE</b> <b>Class VII Step 16 (100%)</b>	<b>236,722</b>	
12_2460_619000_18130_3115	STRS - Non-Instructional : Elementary & Secon	37,686	
12_2460_619000_18130_3325	Medicare - Non-Instructional : Elementary & S	3,483	
12_2460_619000_18130_3415	H & W - Non-Instructional : Elementary & Seco	41,519	
12_2460_619000_18130_3435	H & W - Retiree Fund Non-Inst : Elementary &	4,804	
12_2460_619000_18130_3515	SUI - Non-Instructional : Elementary & Second	120	
12_2460_619000_18130_3615	WCI - Non-Instructional : Elementary & Second	3,603	
12_2460_619000_18130_3915	Other Benefits - Non-Instruct : Elementary &	3,500	
<b>12_2460_619000_18190_1250</b>	<b>Contract Coordinator : Short-Term Vocational</b> <b>Osiel Madrigal, Assistant Professor/Coord. CTE</b> <b>Class VII Step 15 (100%)</b>	<b>123,393</b>	
12_2460_619000_18190_3215	PERS - Non-Instructional : Short-Term Vocatio	28,380	
12_2460_619000_18190_3315	OASDHI - Non-Instructional : Short-Term Vocat	7,759	
12_2460_619000_18190_3325	Medicare - Non-Instructional : Short-Term Voc	1,815	
12_2460_619000_18190_3415	H & W - Non-Instructional : Short-Term Vocati	9,762	
12_2460_619000_18190_3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	2,503	
12_2460_619000_18190_3515	SUI - Non-Instructional : Short-Term Vocation	63	
12_2460_619000_18190_3615	WCI - Non-Instructional : Short-Term Vocation	1,877	
12_2460_619000_18190_3915	Other Benefits - Non-Instruct : Short-Term Vo	1,750	
<b>SUB-TOTAL - SAC/CEC</b>		<b>1,246,051</b>	<b>1,246,051</b>

**SPECIAL PROJECT DETAILED BUDGET #2460**  
**NAME: CALIFORNIA ADULT EDUCATION PROGRAM**  
**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NONCREDIT PROGRAMS)**  
**FISCAL YEAR: 2021/2022**

**CONTRACT PERIOD: 07/01/2021 - 12/31/2023**  
**CONTRACT INCOME: \$3,207,811**  
**PRIME SPONSOR: CCC Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**PRIME AWARD #: Categorical Apportionment**

**PRJ. ADMIN.: James Kennedy**  
**PRJ. DIR.: Christine Gascon**  
**Date: 6/2/2021**

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
<b>SANTIAGO CANYON COLLEGE (ORANGE EDUCATION CENTER)</b>			
<b>12_2460_000000_20000_8629</b>	<b>Other Gen Categorical Apport : Santiago Canyo</b>		<b>1,780,773</b>
12_2460_679000_20000_5865	Indirect Costs : Santiago Canyon College (5%) <b>OEC and Research direct costs at 5% rate</b>	93,417	
<b>12_2460_601000_28100_1210</b>	<b>Academic Management : Continuing Education</b> <b>Eden Quimzon, Interim Exe. Director (C-2) (100%)</b>	<b>156,448</b>	
<b>12_2460_601000_28100_2130</b>	<b>Classified Employees : Continuing Education</b> <b>Alicia Ayers, Sr. Account Clerk (10-6 +6PG) (100%)</b>	<b>68,339</b>	
12_2460_601000_28100_3115	STRS - Non-Instructional : Continuing Educati	24,906	
12_2460_601000_28100_3215	PERS - Non-Instructional : Continuing Educati	15,718	
12_2460_601000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	4,330	
12_2460_601000_28100_3325	Medicare - Non-Instructional : Continuing Edu	3,312	
12_2460_601000_28100_3415	H & W - Non-Instructional : Continuing Educat	26,148	
12_2460_601000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	4,568	
12_2460_601000_28100_3515	SUI - Non-Instructional : Continuing Educatio	114	
12_2460_601000_28100_3615	WCI - Non-Instructional : Continuing Educatio	3,426	
12_2460_601000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	3,600	
12_2460_601000_28100_4610	Non-Instructional Supplies : Continuing Educa	5,000	
12_2460_601000_28100_5100	Contracted Services : Continuing Education Di <b>One-time subcontract Garden Grove USD \$125,000</b>	125,000	
12_2460_601000_28100_5630	Maint Contract - Office Equip : Continuing Edu	500	
12_2460_601000_28100_5815	Class Schedules/Printing : Continuing Educati	53,013	
12_2460_601000_28100_5840	Drinking Water Service : Continuing Education	480	
12_2460_601000_28100_6211	Buildings - Facility Lease : Continuing Educa	176,449	
<b>12_2460_619000_28100_1250</b>	<b>Contract Coordinator : Continuing Education</b> <b>Angela Guevara, Assistant Professor/Coord. AWD</b> <b>Class V Step 16 (100%)</b>	<b>119,805</b>	
12_2460_619000_28100_3215	PERS - Non-Instructional : Continuing Educati	27,555	
12_2460_619000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	7,536	
12_2460_619000_28100_3325	Medicare - Non-Instructional : Continuing Edu	1,763	
12_2460_619000_28100_3415	H & W - Non-Instructional : Continuing Educat	29,176	
12_2460_619000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	2,431	
12_2460_619000_28100_3515	SUI - Non-Instructional : Continuing Educatio	61	
12_2460_619000_28100_3615	WCI - Non-Instructional : Continuing Educatio	1,823	
12_2460_619000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	1,750	
<b>12_2460_631000_28100_2130</b>	<b>Classified Employees : Continuing Education</b> <b>L. Berganza, Graduation Specialist</b> <b>(15-6 +7.5%L +4PG) (25%)</b>	<b>23,114</b>	
12_2460_631000_28100_3215	PERS - Non-Instructional : Continuing Educati	5,316	
12_2460_631000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	1,456	
12_2460_631000_28100_3325	Medicare - Non-Instructional : Continuing Edu	341	

**SPECIAL PROJECT DETAILED BUDGET #2460**  
**NAME: CALIFORNIA ADULT EDUCATION PROGRAM**  
**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NONCREDIT PROGRAMS)**  
**FISCAL YEAR: 2021/2022**

**CONTRACT PERIOD: 07/01/2021 - 12/31/2023**  
**CONTRACT INCOME: \$3,207,811**  
**PRIME SPONSOR: CCC Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**PRIME AWARD #: Categorical Apportionment**

**PRJ. ADMIN.: James Kennedy**  
**PRJ. DIR.: Christine Gascon**  
**Date: 6/2/2021**

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
12 2460 631000 28100 3415	H & W - Non-Instructional : Continuing Educat	7,208	
12 2460 631000 28100 3435	H & W - Retiree Fund Non-Inst : Continuing Ed	470	
12 2460 631000 28100 3515	SUI - Non-Instructional : Continuing Educatio	12	
12 2460 631000 28100 3615	WCI - Non-Instructional : Continuing Educatio	352	
12 2460 631000 28100 3915	Other Benefits - Non-Instruct : Continuing Ed	375	
12 2460 651000 28100 5550	Security Systems & Services : Continuing Educ	1,200	
<b>12_2460_653000_28100_2130</b>	<b>Classified Employees : Continuing Education Div</b> <b>Custodian (vacant) (4-3 +2.5%SS) (47.5%)</b> <b>G. Chavez retired eff. 9/30/20</b>	<b>21,778</b>	
12 2460 653000 28100 3215	PERS - Non-Instructional : Continuing Educati	5,009	
12 2460 653000 28100 3315	OASDHI - Non-Instructional : Continuing Educa	1,394	
12 2460 653000 28100 3325	Medicare - Non-Instructional : Continuing Edu	326	
12 2460 653000 28100 3415	H & W - Non-Instructional : Continuing Educat	9,511	
12 2460 653000 28100 3435	H & W - Retiree Fund Non-Inst : Continuing Ed	450	
12 2460 653000 28100 3515	SUI - Non-Instructional : Continuing Educatio	11	
12 2460 653000 28100 3615	WCI - Non-Instructional : Continuing Educatio	337	
12 2460 653000 28100 3915	Other Benefits - Non-Instruct : Continuing Ed	713	
12 2460 653000 28100 4610	Non-Instructional Supplies : Continuing Educa	5,000	
12 2460 655000 28100 5530	Landscaping : Continuing Education Division	3,900	
12 2460 657000 28100 5515	Electricity : Continuing Education Division	26,867	
<b>12_2460_678000_28100_2130</b>	<b>Classified Employees : Continuing Education Div</b> <b>Howard Chau, Applications Spec. III</b> <b>(19-6 +5%L +3PG) (100%)</b>	<b>113,918</b>	
12 2460 678000 28100 3215	PERS - Non-Instructional : Continuing Educati	26,201	
12 2460 678000 28100 3315	OASDHI - Non-Instructional : Continuing Educa	7,156	
12 2460 678000 28100 3325	Medicare - Non-Instructional : Continuing Edu	1,674	
12 2460 678000 28100 3415	H & W - Non-Instructional : Continuing Educat	28,882	
12 2460 678000 28100 3435	H & W - Retiree Fund Non-Inst : Continuing Ed	2,308	
12 2460 678000 28100 3515	SUI - Non-Instructional : Continuing Educatio	58	
12 2460 678000 28100 3615	WCI - Non-Instructional : Continuing Educatio	1,731	
12 2460 678000 28100 3915	Other Benefits - Non-Instruct : Continuing Ed	1,500	
12 2460 678000 28100 5555	Telecommunication Circuits : Continuing Educa	24,000	
<b>12_2460_619000_28110_1250</b>	<b>Contract Coordinator : English as a Second Lang</b> <b>Rita Van Dyke Kao, Class II Step 12 (100%)</b>	<b>97,970</b>	
12 2460 619000 28110 3115	STRS - Non-Instructional : English as a Secon	15,597	
12 2460 619000 28110 3325	Medicare - Non-Instructional : English as a S	1,446	
12 2460 619000 28110 3415	H & W - Non-Instructional : English as a Seco	29,949	
12 2460 619000 28110 3435	H & W - Retiree Fund Non-Inst : English as a	1,994	
12 2460 619000 28110 3515	SUI - Non-Instructional : English as a Second	50	
12 2460 619000 28110 3615	WCI - Non-Instructional : English as a Second	1,496	
12 2460 619000 28110 3915	Other Benefits - Non-Instruct : English as a	1,750	



**SPECIAL PROJECT DETAILED BUDGET #2460**  
**NAME: CALIFORNIA ADULT EDUCATION PROGRAM**  
**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NONCREDIT PROGRAMS)**  
**FISCAL YEAR: 2021/2022**

**CONTRACT PERIOD: 07/01/2021 - 12/31/2023**  
**CONTRACT INCOME: \$3,207,811**  
**PRIME SPONSOR: CCC Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**PRIME AWARD #: Categorical Apportionment**

**PRJ. ADMIN.: James Kennedy**  
**PRJ. DIR.: Christine Gascon**  
**Date: 6/2/2021**

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
<b>12_2460_619000_28130_1250</b>	<b>Contract Coordinator : Elementary &amp; Second Bas Elaine Pham, Assistant Professor/Coord. ABE/HSS Class V Step 13 (100%)</b>	<b>110,717</b>	
12_2460_619000_28130_3215	PERS - Non-Instructional : Elementary & Secon	25,465	
12_2460_619000_28130_3315	OASDHI - Non-Instructional : Elementary & Sec	6,973	
12_2460_619000_28130_3325	Medicare - Non-Instructional : Elementary & S	1,631	
12_2460_619000_28130_3415	H & W - Non-Instructional : Elementary & Seco	16,308	
12_2460_619000_28130_3435	H & W - Retiree Fund Non-Inst : Elementary &	2,249	
12_2460_619000_28130_3515	SUI - Non-Instructional : Elementary & Second	56	
12_2460_619000_28130_3615	WCI - Non-Instructional : Elementary & Second	1,687	
12_2460_619000_28130_3915	Other Benefits - Non-Instruct : Elementary &	1,750	
<b>12_2460_619000_28190_1250</b>	<b>Contract Coordinator : Short-Term Vocational Daniel Oase, Assistant Professor/Coord. CTE Class VI Step 12 (100%)</b>	<b>110,923</b>	
12_2460_619000_28190_3115	STRS - Non-Instructional : Short-Term Vocatio	17,659	
12_2460_619000_28190_3325	Medicare - Non-Instructional : Short-Term Voc	1,634	
12_2460_619000_28190_3415	H & W - Non-Instructional : Short-Term Vocati	29,159	
12_2460_619000_28190_3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	2,253	
12_2460_619000_28190_3515	SUI - Non-Instructional : Short-Term Vocation	56	
12_2460_619000_28190_3615	WCI - Non-Instructional : Short-Term Vocation	1,690	
12_2460_619000_28190_3915	Other Benefits - Non-Instruct : Short-Term Vo	1,750	
<b>12_2460_493032_28200_2410</b>	<b>Inst Assistant - Ongoing : Orange Educ Ctr-Instruct IAs for AWD/Learning Skills, Learning Disabled \$20.00/hr. x 19 hrs./wk. x 52 wks. X (2) IAs Ana Prochazka, Jasmin Do</b>	<b>18,179</b>	
12_2460_493032_28200_3321	Medicare - Instructional : Orange Educ Ctr-In	264	
12_2460_493032_28200_3331	PARS - Instructional : Orange Educ Ctr-Instru	236	
12_2460_493032_28200_3431	H & W - Retiree Fund Inst : Orange Educ Ctr-I	364	
12_2460_493032_28200_3511	SUI - Instructional : Orange Educ Ctr-Instruc	9	
12_2460_493032_28200_3611	WCI - Instructional : Orange Educ Ctr-Instruc	273	
	<b>SUB-TOTAL - SCC/OEC</b>	<b>1,780,773</b>	<b>1,780,773</b>

**SPECIAL PROJECT DETAILED BUDGET #2460**  
**NAME: CALIFORNIA ADULT EDUCATION PROGRAM**  
**SANTA ANA COLLEGE AND SANTIAGO CANYON COLLEGE (NONCREDIT PROGRAMS)**  
**FISCAL YEAR: 2021/2022**

**CONTRACT PERIOD: 07/01/2021 - 12/31/2023**  
**CONTRACT INCOME: \$3,207,811**  
**PRIME SPONSOR: CCC Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**PRIME AWARD #: Categorical Apportionment**

**PRJ. ADMIN.: James Kennedy**  
**PRJ. DIR.: Christine Gascon**  
**Date: 6/2/2021**

GL Account String	Description	New Budget	
		Debit (+)	Credit (-)
<b>DISTRICT OFFICE (Research Office)</b>			
12_2460_000000_50000_8629	Other Gen Categorical Apport : District Opera		180,987
12_2460_679000_53340_2130	Classified Employees : Research Cristina Gheorghe, Research Coordinator Grade 18-6 +5%L +\$1,250PG (100%)	106,730	
12_2460_679000_53340_3215	PERS - Non-Instructional : Research	24,548	
12_2460_679000_53340_3315	OASDHI - Non-Instructional : Research	6,710	
12_2460_679000_53340_3325	Medicare - Non-Instructional : Research	1,569	
12_2460_679000_53340_3415	H & W - Non-Instructional : Research	36,088	
12_2460_679000_53340_3435	H & W - Retiree Fund Non-Inst : Research	2,165	
12_2460_679000_53340_3515	SUI - Non-Instructional : Research	54	
12_2460_679000_53340_3615	WCI - Non-Instructional : Research	1,623	
12_2460_679000_53340_3915	Other Benefits - Non-Instruct : Research	1,500	
	<b>SUB-TOTAL - District</b>	<b>180,987</b>	<b>180,987</b>
	<b>Total 2460 - Adult Education Program FY 21/22</b>	<b>3,207,811</b>	<b>3,207,811</b>

California Adult Education Program : CFAD : 2021-22 Produced: May 18, 2021, 11:30 PM UTC Chrissy Gascon

## 43 Rancho Santiago Adult Education Consortium

### Fiscal Declaration - Consortium Approved

**Consortium Name:** 43 Rancho Santiago Adult Education Consortium

**Funding Channel:** Direct Funded

**Narrative:** The Rancho Santiago Adult Education Consortium's (RSAEC) planned allocations for 2021-2022 follow the 3-year plan and are consistent with the current annual plan. Member districts will continue to work collaboratively on the main CAEP objectives. These objectives include meeting regional needs, continuing to identify gaps in the region, creating seamless transitions and approaches to accelerate student progress, incorporating shared professional development, and leveraging resources. In addition to the objectives, the consortium is actively working on distance education and breaking down barriers caused by the COVID-19 shutdown.

**Changes:** No Changes

### Member Allocations

Member Name	(2021-22)	(2020-21)	(2019-20)
Garden Grove Unified	\$1,598,661	\$1,611,105	\$1,578,097
Orange Unified	\$7,400	\$7,458	\$7,258
Rancho Santiago CCD	\$3,207,811	\$3,232,780	\$3,166,565
<b>Total Allocated to Members</b>	<b>\$4,813,872</b>	<b>\$4,851,343</b>	<b>\$4,751,920</b>
<b>Total CAEP Funds</b>	<b>\$4,813,872</b>	<b>\$4,742,735</b>	<b>\$4,742,735</b>
<b>Total Remaining</b>	<b>\$0</b>	<b>\$-108,608</b>	<b>\$-9,185</b>

Member Agency	Member Type	Contact	Phone
<a href="#">Garden Grove Unified</a>	Unified School District	M'Liss Patterson	(714) 663-6305
<a href="#">Orange Unified</a>	Unified School District	Lisa Green Orange Unified School District	(714) 628-5446
<a href="#">Rancho Santiago CCD</a>	District	Chrissy Gascon	(714) 628-5969
<a href="#">Orange County Department of Education</a>	County Office of Education (COE)	Fatinah Judeh	(714) 349-3073
<a href="#">Santa Ana Unified</a>	Unified School District	Ryan Murray	(714) 972-7100

**SPECIAL PROJECT DETAILED BUDGET # 2568**  
**NAME: Regional Director for Employer Engagement - Information & Communication**  
**Technologies (ICT)/Digital Media Grant (District)**  
**FISCAL YEAR: 2021/2022**

**CONTRACT PERIOD: 7/1/2021 - 12/31/2021**  
**CONTRACT AWARD: \$50,000**  
**PRIME SPONSOR: California Community Colleges Chancellor's Office**  
**FISCAL AGENT: Rancho Santiago CCD**  
**PRME AWARD #: 20-458-008**  
**CFDA #: N/A**

**PROJ ADM: Enrique Perez**  
**PROJ DIR: Adriene "Alex" Davis**  
**Date: 06/07/2021**

GL Account String	Description	New Budget	
		Debit	Credit
12-2568-000000-50000-8659	Other Reimb Categorical Allow : District Operations		50,000
12-2568-672000-53307-5865	Indirect Costs : LAOCRC - Los Angeles	1,923	
12-2568-684000-53307-5100	Contracted Services : LAOCRC - Los Angeles - PSA/independent consultant for regional director	48,077	
	<b>Total 2568 Regional Director ICT/Digital Media</b>	<b>50,000</b>	<b>50,000</b>

The match required is 1:1 @ \$50,000 to be met entirely by third party in-kind contributions as listed below:			
5000	International Association of Microsoft Channel Partners: 200 hours x \$150.00 per hour	30,000	
5000	Microsoft Windows media technologies: 80 hours x \$200.00 per hour	16,000	
5000	AWS (Amazon Web Services) for information technology: 20 hours x \$200.00 per hour	4,000	
	<b>Total Match Third Party In-kind</b>	<b>50,000</b>	

## **Regional Director: Information & Communication Technologies (ICT)/Digital Media 2020-21**

The Los Angeles Regional Director (RD) of Employer Engagement for ICT/Digital Media was previously hosted by Glendale Community College District (CCD). The California Community Colleges Chancellor's Office has allowed the host to transfer from Glendale to Rancho Santiago CCD for the period July 1, 2021 through December 31, 2021, provided there is no change in personnel. The Chancellor's Office approved the transfer of the unspent funds after Glendale CCD's term as host ends on June 30, 2021. Since RSCCD is both the Fiscal Agent and host district the grant agreement will be signed after the Board approves the new budget at \$50,000 on June 21, 2021. Once the unspent balance is known, an augmentation budget will be submitted to the Board for approval.

### **Grant**

EWD - Regional Director

### **Grant Id**

20-458-008

### **Sector**

Information & Communication Technologies (ICT)/Digital Media

### **Funding Source**

Chancellor's Office

### **Host District (Grantee Fiscal Agent)**

Rancho Santiago CCD

### **Region**

Los Angeles

### **Description**

The Information and Communication Technologies and Digital Media Regional Director Employer Engagement (RDEE), Charlotte Augenstein will provide a critical leadership function within the CA Community College system and the Regional Consortia (RCs) within the Los Angeles Region. The primary role of the Regional Director Employer Engagement: is to engage industry and colleges to deliver the knowledge, relevant skills, and abilities needed for today and tomorrow's careers. The RDEE elevates and brings to life industry priorities, validates sector supply and demand workforce gaps, offers a regional perspective and relationship network, fosters career pathways, and develops relationships with employers to create a pipeline for job opportunities. The five components of this Project are: 1) Regional Collaboration/ Student Career Engagement; 2) Cross-Sector Collaboration/ Employer Engagement; 3) Subject Matter Expertise/ Faculty Engagement and Development; (4) Demonstrates that the competency and skill-based training offered relates directly to jobs and employment for students; (5) Identify emerging industries, research projected workforce needs and prepare colleges to respond.

### **Performance Period**

#### **Start Date**

07/01/2021

#### **Expected End Date**

12/31/2021

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 21, 2021
Re:	Adoption of Resolution No. 21-11 – California Department of Social Services for the General Child Care and Development Programs (Contract #CCTR-1168)	
Action:	Request for Adoption	

**BACKGROUND**

Rancho Santiago Community College District received funding from the California Department of Social Services to provide general child care and development programs services during the performance period of July 1, 2021, through June 30, 2022, in accordance with the funding terms and conditions of Contract No. CCTR-1168.

**ANALYSIS**

As part of the acceptance process, the California Department of Social Services requires the Board of Trustees to adopt a resolution designating and approving an authorized representative of the district to sign any related contractual and amendment documents related to Contract No. CCTR-1168.

The project director is Janneth Linnell, Executive Director of Child Development Services and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

**RECOMMENDATION**

It is recommended that the Board adopt the resolution with the California Department of Social Services and that the Chancellor or his designees be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	none	Board Date: June 21, 2021
Prepared by:	Huong Nguyen, Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez., Chancellor	

## RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to **enter into this contract agreement** with the California Department of Social Services for the purpose of providing general child care and development programs services in the Child Development Centers **and to authorize the designated personnel to sign related contract and amendment documents for the Fiscal Year 2021-2022.**

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### RESOLUTION NO. 21-11

BE IT RESOLVED that the Board of Trustees of the Rancho Santiago Community College District authorizes entering into and executing the contract agreement number **CCTR-1168** with the California Department of Social Services and authorizes the person(s) listed below to sign the contract agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Marvin Martinez</u>	<u>Chancellor</u>	_____
<u>Adam M. O'Connor</u>	<u>Interim Vice Chancellor</u>	_____
<u>Enrique Perez, J.D.</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 21st day of June 2021, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, David Crockett, Clerk of the Board of Trustees of the Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's Signature)

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 21, 2021
Re:	Adoption of Resolution No. 21-12 – California Department of Education for the California State Preschool Program (Contract #CSPP-1358)	
Action:	Request for Adoption	

**BACKGROUND**

Rancho Santiago Community College District received funding from the California Department of Education to provide preschool program services during the performance period of July 1, 2021, through June 30, 2022, in accordance with the funding terms and conditions of Contract No. CSPP-1358.

**ANALYSIS**

As part of the acceptance process, the California Department of Education requires the Board of Trustees to adopt a resolution designating and approving an authorized representative of the district to sign any related contractual and amendment documents related to Contract No. CSPP-1358.

The project director is Janneth Linnell, Executive Director of Child Development Services and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

**RECOMMENDATION**

It is recommended that the Board adopt the resolution with the California Department of Education and that the Chancellor or his designees be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	none	Board Date: June 21, 2021
Prepared by:	Huong Nguyen, Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	



**RESOLUTION**

This resolution is adopted in order to certify the approval of the Board of Trustees to **enter into this contract agreement** with the California Department of Education for the purpose of providing preschool program services in the Child Development Centers **and to authorize the designated personnel to sign related contract and amendment documents for the Fiscal Year 2021-2022.**

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RESOLUTION NO. 21-12

BE IT RESOLVED that the Board of Trustees of the Rancho Santiago Community College District authorizes entering into and executing the contract agreement number **CSPP-1358** with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Marvin Martinez</u>	<u>Chancellor</u>	_____
<u>Adam M. O'Connor</u>	<u>Interim Vice Chancellor</u>	_____
<u>Enrique Perez, J.D.</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 21st day of June 2021, by the Board of Trustees of the Rancho Santiago Community College District of Orange County, California.

I, David Crockett, Clerk of the Board of Trustees of the Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's Signature)

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Educational Services

To: Board of Trustees	Date: June 21, 2021
Re: Approval of Professional Services Agreement with Network Kinecton	
Action: Request for Approval	

**BACKGROUND**

Through the Strong Workforce Program Trailer Bill, the state allocated funds to community colleges to support collaborative regional work to improve the quality of career technical education programs, to increase the number of students who complete these progress Los Angeles & Orange County Region’s Strong Workforce Program – Regional Funds, and is responsible for distributing funds to the region, ensuring that projects are compliant with the funding terms and conditions, providing status reports on the use of funds in the region.

**ANALYSIS**

Network Kinecton will provide intermediary services to connect students and employers. Network Kinecton will:

1. Engage industry employers in providing work-based learning, including paid work experiences to students;
2. Work with colleges to facilitate student participation in work-based learning opportunities.

The performance period is July 1, 2021 through June 30, 2022, using Strong Workforce Program regional funding

**RECOMMENDATION**

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

Fiscal Impact: \$149,240.00	Board Date: June 21, 2021
Prepared by: Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



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

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Los Angeles and Orange County Regional Consortium and Network Kinection, LLC, having its principal business address located at 1142 S. Diamond Bar Blvd. #160, Diamond Bar, CA 91765 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

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

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

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

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

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

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 5, 2021, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2022 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

giving a written notice of termination.

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

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed One hundred forty-nine thousand, two hundred forty Dollars (\$149,240.00) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected

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

9. Indemnification/Hold Harmless.

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

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

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

### Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)  
Dr. Adriene Davis  
Executive Director  
2323 N. Broadway Street  
Santa Ana, CA 92706

Contractor: Network Kinecton, LLC



1142 S. Dimond Bar Blvd. #160  
Diamond Bar, CA 91765

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

Print Name: Adam M. O'Connor

Print Title: Interim Vice Chancellor, Bus Ops/Fiscal Svcs

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

CONTRACTOR

BY: Erick Briggs  
Signature of Authorized Person

Print Name: Erick Briggs

Print Title: CEO

Date: 5/25/2021

## Exhibit A

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

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

Please see attachments for Scope of Work & Payment Schedule:



**Colleges** – Orange County Community Colleges  
**Department:** Career Education (CE)

**Goal:** Network Kinexion will work in partnership with Orange County Community Colleges to create and implement a sustainable job placement model for students enrolled in Career Education disciplines. Details on the execution of this plan are below.

### **Scope & Outcomes**

To achieve the proposed goal of implementing a sustainable internship/job placement program for students enrolled in Career Education programs within Orange County Community Colleges, the following components will be necessary:

#### **Phase 1 (Fall Semester 2021):**

- **Disciplines of Focus** – The following disciplines have been selected as programs of study to focus on during Phase 1 of this project:
  - Manufacturing
  - Advanced Transportation / Logistics
- **Faculty / Staff** - Connecting with CE faculty and staff on campus that would welcome assistance in connecting with employers to enhance work experience for students. Primary staff relationships to build include:
  - Deans
  - Department Charis
  - Faculty (Full-Time & Adjunct)

These connections are to be built through:

- Class Visits
  - Department Meetings
  - Other Presentations
- **Class Visits** - Network Kinexion's process is routed in "active recruitment". This means getting in front of students each semester to make them aware of our services and not passively waiting for them to come find our staff. In order to do this, careful coordination occurs in the following manner:
    - Faculty Coordination – 1-2 weeks prior to the semester, our team begins reaching out to faculty at partner campuses about class visits. For full-time faculty, we sometimes begin this process earlier, but generally have to wait until the semester is about to begin for part-time faculty as they are not as active outside of Spring / Fall. Our request of faculty is to allow us into their classroom for 10-15 minutes during an early semester class to discuss our services.
    - In-Class Presentation with Action Items – Once the class visit is set, we visit the class with a standard presentation that covers the following information:
      - Who is Network Kinexion?
      - What services does Network Kinexion offer?
      - How can I get connected with Network Kinexion?
    - Questionnaire – While Network Kinexion staff is talking, a questionnaire / online google form has already been provided to the students. Students are advised to fill out the questionnaire and hand back into Network Kinexion staff prior to us leaving the room. The questionnaire covers simple information such as:
      - How many hours can the student work during the week?
      - What classes within the student's major have they taken?
      - Is the student currently working? If so, where? (Student can volunteer this info)
      - Does the student want to work with Network Kinexion? If so, what services?

Students are then contacted by Network Kinexion less than 48 hours after the class visit to set up an initial conversation.

5.4 (12)



- **Initial Calls** - Once students have met Network Kinection through a class visit or faculty referral, they will receive a text message from our staff within 48 hours thanking them for listening to our presentation and offering them a one-on-one meeting with a Network Kinection Campus Recruiter. The campus recruiter takes 15-30 minutes during this initial conversation with the student to discuss the following:
    - The student's filled out questionnaire – the Campus Recruiter and student will discuss the questionnaire to get to know the student better. The questions answered on the questionnaire are all aimed at zoning in on what the student is interested in and how much availability they have to take on an internship, job or simply receive work-based learning.
    - Next Steps – The campus recruiter will request a resume from the student towards the end of the call. In addition, the Campus Recruiter will request that the student provide 3-5 employers of interest to them in the local area.
  - **Career Development** - Network Kinection will work with students on a customized placement plan. This plan depends on the student's interest in connecting to employers in the local area and how far along they are in their degree or certificate pathway. Our placement plans for students involve the following:
    - Consistent Engagement – First and foremost, Network Kinection is in touch with students generally 2 times per week. As the semester continues, we will adjust our outreach accordingly to students depending on their availability for career development or placement activities. Our staff will be in constant communication with students to keep their future careers at the front of their mind. With most students already working a job, going to school, etc...we operate as a partner to the student to help them keep progressing in their journey to their career they hope to start in the near future.
    - Job Preparation Assistance / Career Development – Through our experience, Network Kinection has created and utilizes numerous resources to assist students. These career development tools include, but are not limited to:
      - Resume creation / edits
      - Cover letter & application assistance
      - Interview preparation
      - Portfolio development
      - LinkedIn profile development
  - **Employer Outreach** to increase the number of employers that are providing internship and job opportunities for CE students to Orange County Community College students, outreach will be sourced from various areas including, but not limited to:
    - Leveraging Network Kinection's employer database.
    - Database development of local and regional employers specific for Orange County Community Colleges.
    - Working with individual students and staff to identify a target list of employers to contact.
    - Employers who contact the campus and are looking for assistance on how to connect with interested students.
- Primary Outcomes with Employers include:
- Internships
  - Jobs
- Secondary Outcomes with Employers include, but are not limited to:
- Virtual Work-Based Learning
  - Site Tours
  - Class Visits
  - Hiring Events
  - Panel Events
- **Internship / Job Placement** – Although a large emphasis will be placed on developing faculty and student relationships during this initial semester, internship / job placement will also begin. After creating our list



of active students, a determination will be made as to the number of students who are ready for internships and / or jobs based on, but not limited to:

- Students' interests
- Availability outside of school, other jobs, etc...
- Classes taken within their discipline of choice (skills creation)
- **Work-Based Learning** – In addition to job / internship placement, other forms of work-based learning will be utilized to engage students with employers. These include:
  - Networking Sessions – our team will engage employers, small and large to host informational sessions where students can meet with local hiring managers about future opportunities with their company.
  - Panels – employer panels will be utilized in two main formats by Network Kinection. They are as follows:
    - Industry Gatherings – Bring together multiple employers in the same industry for students to see various viewpoints on careers in the field.
    - Entrepreneurship – for students with ambitions of starting their own business, panels can be put together to discuss opening and running a business.
  - Hiring Events – To be utilized when one employer or a small group of employers have similar hiring needs.
- **Data Gathering** – Reporting to capture metrics of the students who participate with Network Kinection will be a necessary piece to this project to show that employers are seeing value in working with Orange County Community Colleges. Below are reporting metrics that should be expected:
  - Employer / Student Outreach Updates – Each month, separate updates will be sent on each employer and student that has connected with Network Kinection regarding the internship/job placement project.
  - Placement numbers – Out of the students engaged with the program, how many are being placed into work-based learning opportunities.
  - Employer Surveys – To be sent about halfway through an internship or after a student has worked at an industry related job for at least a month. Surveys help identify how well students are doing in internships, jobs and indicate if the employer would like to work with the college again.
  - Student Surveys – To be sent about halfway through an internship or after a student has worked at an industry related job for at least a month. This survey will help identify if the employers that Orange County Community Colleges are working with provided students with a positive experience.
  - Success Stories – one-page written summaries that talk about an industry related experience and how it helped the specific student better understand their career path.
  - Class Visit Tracker - During the early part of each semester, Network Kinection will update campus leadership on the status of class visits through a tracking document.

### **Phase 2 (Spring Semester 2022):**

All services listed in phase 1 will be included in phase 2. In addition, the following changes in scope of work will occur:

- **Focus on Job / Internship placement** – After one full semester, relationships will have been established with students, faculty and other college staff. This will allow the Network Kinection team to focus on internship and job placement while providing services to new students met at the beginning of this Spring semester.
- **Additional Discipline** – In addition to the disciplines of focus listed in Phase 1, we will be adding the following disciplines to work with moving forward:
  - ICT / Digital Media



**Invoicing**

Network Kinection will send its invoice to the appropriate Rancho Santiago Community College District contact on a monthly basis along with a monthly report showing student engagement and employer outreach.

**Employer Relationships**

Once an employer has shown interest in working with Orange County Community Colleges, Network Kinection will involve the appropriate college employee(s) to ensure the relationship continues to grow with the college. At the end of the project all introductions will be made to employers who have interest in working with Orange County Community Colleges.

**Metrics**

Primary Metrics (Annually)		
METRIC	Description	Goal
Total Class Visits	Classes visited for recruitment of students.	35-60 Classes
Students Engaged	Students who fill out Network Kinection questionnaire. NOTE: Students will be contacted 3x for intensive services leading to becoming an “active student”. Engaged students will continue to be notified of Network Kinection career development opportunities and job / internship openings.	500-750 Students
Active Students	Students who are engaged and prepared for job / internship opportunities. Active students work with Network Kinection on an ongoing basis.	150-250 Students
Job / Internship Placements	Students who have been placed into a job or internship in their field of study	50-75 Students

**IMPORTANT NOTE:**

Metrics listed in the above table require the following from Orange County Community Colleges:

- Facilitation of introduction between Network Kinection and department chairs of target disciplines at all Orange County Community Colleges.
- Facilitation of introduction between Network Kinection and full-time / adjunct faculty teaching courses within target disciplines at all Orange County Community Colleges.





**Timetable**

Network Kinection, LLC will begin project scope of work on July 5<sup>th</sup>, 2021 and work towards project outcomes by June 30<sup>th</sup>, 2022. As the agreement approaches its expiration, an evaluation will be conducted to determine if a new agreement will be extended.

**Network Kinection, LLC Cost Breakdown**

NK Staff	# of staff	Employee Cost/Hour	Avg. Hours/Week	Weeks on Project	Total Cost
Project Management / Administrative	1	\$100.00/hour	7	52	\$36,400
Employer Relations / Campus Recruitment	1	\$70.00/hour	31	52	\$112,840
				<b>TOTAL</b>	<b>\$149,240</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: June 21, 2021
Re: Approval of Professional Services Agreement with The McNellis Corporation	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program - Regional Funds. Since the beginning of Strong Workforce in the 2016-17 year, the nineteen (19) Los Angeles County colleges in the Los Angeles / Orange County Regional Consortium (LAOCRC) have participated in regional projects with combined funding of more than \$85 million, with additional funding anticipated for the 2021-22 funding cycle.

Compression Planning methodology was used in April 2021 for strategic planning of 2021-22 Strong Workforce Program (SWP) projects, resulting in a slate of applications reflecting nimble responsiveness to current workforce/career education needs. Compression Planning was key in strengthening collaboration during the process, and the region stakeholders expressed interest in conducting additional planning sessions. Compression Planning professional development will allow colleges to plan projects and events in a collaborative fashion using an effective and efficient methodology for the region. The primary audience will be key stakeholders within Los Angeles Career Education deans, directors, project leads, and others involved with Strong Workforce and other Career Education funding.

**ANALYSIS**

The McNellis Corporation will provide a Virtual Compression Planning Institute (VCPI) consisting of 2 ½ days of interactive professional development. VCPI professional development will achieve the following goals: (1) Each participant will be able to identify, address, and likely resolve key challenges and critical problems while learning and applying Compression Planning, and (2) Completers will receive unlimited follow-up coaching to help them design and conduct Compression Planning sessions. The coaching service is a lifelong service to VCPI graduates. The performance period is July 1 through August 31, 2021, using Strong Workforce Program regional funding.

**RECOMMENDATION**

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

Fiscal Impact:	\$18,000.00 (grant-funded)	Board Date: June 21, 2021
Prepared by:	Adriene "Alex" Davis, Ed.D., Assistant Vice Chancellor, Economic and Workforce Development	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between Rancho Santiago Community College District ("District"), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, Los Angeles / Orange County Regional Consortium and The McNellis Corporation, having its principal business address located at 789 Cleland Mill Road, New Castle, PA 16102 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

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

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

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

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

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

### Terms and Conditions

1. **Contractor Scope of Work.** Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively "Services"). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. **Term.** The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 01, 2021, whichever is later, and shall continue in full force and effect thereafter until and including August 31, 2021 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:

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

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

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

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Forty One Thousand Five Hundred Dollars (\$18,000.00) ("Eighteen Thousand"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

5. Independent Contractor. By its signature on this Contract, Contractor acknowledges and agrees that the Services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the Services and any other work performed as a result of this Contract. Contractor represents and warrants that Contractor, its subcontractors, and their employees, and agents are not officers, agents, or employees of District. Contractor acknowledges and agrees any personnel performing the Services under this Contract shall at all times be under Contractor's exclusive direction and control, and that Contractor is solely responsible for payment of all compensation, wages, salaries, benefits, and other amounts due to such personnel. Contractor further acknowledges and agrees that Contractor shall be solely responsible for all federal, state, and local taxes and any and all fees applicable to any Services performed under this Contract, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.
6. Use of Subcontractors. Contractor shall not delegate, by contract, agreement or otherwise, any services or tasks required under this Contract to any other person or entity without the express written permission of District by executed addendum. Consent to any subcontract may be withheld by District at its sole and unrestricted discretion. District shall not be obligated to pay for any services or work performed by an unauthorized person or entity. Contractor shall at all times during the term of this agreement remain fully and independently responsible and liable to District for the full and complete performance of the terms and conditions of this Contract. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Contract, including but not limited to the insurance and indemnification provisions of this Contract, unless otherwise agreed in writing by the District. Prior to performance of Services by any subcontractor, the subcontractor shall provide District with evidence of all insurance, certificates, forms, and licenses required by this Contract.
7. Trademark/Logo Use. Contractor must obtain written approval from the District to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, the District will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.
8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free,

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

9. Indemnification/Hold Harmless.

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

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

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

### Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)  
Los Angeles / Orange County Regional Consortium  
Dr. Adriene Davis / Assistant Vice Chancellor, EWD  
2323 N. Broadway Street #328  
Santa Ana, CA 92706  
714.564.5771

Contractor: The McNellis Corporation  
789 Cleland Mill Road



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

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

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

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

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

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

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

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

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

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

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

**29. Dispute Resolution.**

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

Print Name: Adam O'Connor  
Print Title: Interim Vice Chancellor, Business  
Operations / Fiscal Services

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

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

CONTRACTOR

BY: Patrick McNeillis  
Signature of Authorized Person

Print Name: Patrick McNeillis  
Print Title: President  
Date: 5/24/2021

## Exhibit A

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

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

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

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

Insert detailed Scope of Work & Payment Schedule



May 19, 2021

Los Angeles and Orange County Regional Consortium  
Attn: Audrey Childers, Ed.D., LA Regional Director  
California Community Colleges

Your Compression Planning® Institute for the LA Region's project leads is tentatively scheduled for July 28-30, 2021.

I look forward to continuing to work with the LA Community Colleges in learning and implementing Compression Planning® across the region.

**Scope of work: Hosting a Virtual Institute for your organizations allows your key leaders to:**

- Apply Compression Planning in your strategic planning and day-to-day operations.
- “Think and work” through critical organizational issues and push ideas/concepts into implementation...quickly. Instead of “talking about and admiring a problem/opportunity,” your teams will be able to quickly generate a plan to resolve and remedy your key challenges.
- Find a marked improvement in the quality of group planning sessions – you will never hear someone in a Compression Planning session ask “Why are we here??”
- Reduce the quantity and length of meetings – “Zoomed out” is not something we have heard this year after any Compression Planning session!
- Produce action plans with true accountability
- Identify and invent numerous day-to-day uses of Compression Planning as a result of your Institute.

**Components of your Virtual Compression Planning Institute**

1. Hosting a virtual training allows your group to work on issues that are of immediate concern to your organizations and teams. Not only does learning go on, but a tremendous amount of strategic work gets accomplished during the 2.5 days. Each participant will be able to identify and address (and likely resolve) key challenges and critical problems while learning and applying Compression Planning.
2. This Institute is based on adult learning principles. Therefore, there is a minimum of lecturing (15%) and a maximum of learning by participation (85%). We staff our Institutes to ensure people get real, hands-on experience and one-on-one feedback from expert Compression Planning Coaches.
3. This highly interactive, hands-on learning experience takes participants through each step of Compression Planning and provides constant coaching and feedback.
4. Participants receive on-going “Design Alert Service” – unlimited follow-up coaching to help them design and conduct Compression Planning sessions. This coaching service is a life-long service to all Institute graduates. We do Design Alerts with people who have attended our Institutes over 30 years ago!

5.5 (12)



May 19, 2021

**Each participant will receive the following after signing this agreement.**

- Materials to communicate the objectives, benefits and details of attending the Compression Planning Institute – how to best prepare to maximize the learning during the Compression Planning Institute.
- Criteria to assist in selecting critical projects, challenges, problems and opportunities they face in their day-to-day work to use as the *foundation* of their learning in the Compression Planning Institute.
- Two books: “Exploding the Meeting Myth” as well as “The Compression Planning Advantage: A Blueprint for Resolving Complex Issues”
- A folder of Compression Planning “tools”
- Unlimited access to the Compression Planning Resource website
- Reinforcement of learning through our on-line video series

**Financial Investment: For up to 10 Participants**

- Professional fees: \$19,950 minus \*discount below = \$18,000
- Special LA Region discount for continued support of Compression Planning® - \$1,950.

Included with your Institute is a quarterly “Check-In/Review” Webinar for the first year as well as unlimited access to Design Alerts™ (on-going Compression Planning coaching/feedback of CP Designs). Each webinar is valued at \$1,995 is included in your professional fees.

**Payment Schedule:**

\$9,000.00 upon completion of the purchase order by RSCCD secures the Compression Planning® team for the proposed dates for your group.  
 \$9,000.00 after the successful delivery of the Virtual Compression Planning® Institute.

.....  
**The McNellis Corporation**  
 d.b.a. The Compression Planning® Institute  
 Patrick McNellis, President

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: June 21, 2021
Re: Approval of Professional Services Agreement with UNITE-LA	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District was selected to serve as the Fiscal Agent for the Los Angeles & Orange County Region's Strong Workforce Program - Regional Funds. Since the beginning of Strong Workforce in the 2016-17 year, the nineteen (19) Los Angeles County colleges in the Los Angeles / Orange County Regional Consortium (LAOCRC) have participated in regional projects with combined funding of more than \$85 million, with additional funding anticipated for the 2021-22 funding cycle.

The LAOCRC Governance Council (LA/OC District Leaders) took action on April 22, 2021 to ensure that anchor projects with employment intermediaries are prioritized and supported by Strong Workforce Program regional investments for transitioning students into employment. In order to be successful in employment placement, this requires that students become engaged with work-based learning activities that acclimate them to the work environment that is industry-specific and focused, which comes through engagement with industry intermediaries. Through work-based learning, students are exposed to connecting classroom learning to the workplace. Businesses also reduce recruitment and training costs and colleges better understand the needs of business. The Strong Workforce Program employment metric outcome requires that students be connected to living wage jobs in their field of study.

**ANALYSIS**

UNITE-LA will provide intermediary services to connect students and employers. UNITE-LA will:

1. Engage industry employers in providing work-based learning, including paid work experiences, to students;
2. Work with colleges to facilitate student participation in work-based learning opportunities.

The performance period is July 1, 2021 through June 30, 2022, using Strong Workforce Program regional funding.

**RECOMMENDATION**

It's recommended that the Board approve the Professional Services Agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related agreement on behalf of the district.

Fiscal Impact: \$250,000.00 (grant-funded)	Board Date: June 21, 2021
Prepared by: Adriene "Alex" Davis, Ed.D., Assistant Vice Chancellor, Economic and Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	



## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Los Angeles/Orange County Regional Consortium and UNITE LA, having its principal business address located at 1055 Wilshire Blvd., Suite 1750, Los Angeles, CA 90017 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

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

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

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

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

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

#### Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 1, 2021, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2022 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by



giving a written notice of termination.

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected

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

9. Indemnification/Hold Harmless.

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

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

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

#### Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)  
Rancho Santiago Community College District/Dr. Adriene  
Davis  
Assistant Vice Chancellor, EWD  
2323 N. Broadway  
Santa Ana, CA 90706

Contractor: UNITE LA  
1055 Wilshire Blvd., Suite 1750  
Los Angeles, CA 90017

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

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

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

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

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

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

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

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

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

28. Failure to Perform. As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform

under this Contract, then District, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

Print Name: Adam M. O'Connor

Print Title: Interim Vice Chancellor, Bus Ops/Fiscal Svcs

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

CONTRACTOR

BY: David Rattray  
Signature of Authorized Person

Print Name: David Rattray

Print Title: President & CEO

Date: 5/25/21



## Exhibit A

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

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

Insert detailed Scope of Work & Payment Schedule

## **UNITE-LA**

### **Scope of Work**

#### **Strong Workforce Program Funding**

#### **LAOCRC Objectives / Request**

The Los Angeles/Orange County Regional Consortium would like business intermediary to support 19 community colleges in L.A. with job placement of students and graduates in their field of study for priority and emerging sectors, including: (1) Advanced Manufacturing, (2) Advanced Transportation & Logistics, (3) Bioscience, (4) Business & Entrepreneurship, (5) Global Trade, (6) Energy, Construction & Utilities, (7) Health, (8) ICT & Digital Media, and (9) Retail, Tourism, and Hospitality. UNITE-LA will focus primarily on connecting students to career pathways and employment in the ICT & Digital Media and Health sectors, while also providing services for the other priority and emerging sectors when opportunities arise.

#### **About UNITE-LA**

UNITE-LA is a 501c3 non-profit organizations that has worked for over 20 years as a trusted business intermediary dedicated to supporting the development of an effective local public education system, so that all children and youth succeed in college, career, and beyond. Through the intersection of programming, policy, and systems change efforts, UNITE-LA works to increase access to high-quality early childhood education, improve college access and success, develop career pathways in high-growth industries, and ensure workforce readiness, especially for individuals with high barriers into the workforce.

#### **UNITE-LA Approach**

Our work aims to ensure employers have access to skilled workforce that is representative of local, diverse talent and that talent from underserved communities – particularly those who experience systemic barriers to living wage career pathways – have access to high-demand, living wage careers. To do so, we partner with L.A.'s top employers in health care and tech and develop and sustain strong partnerships with L.A.'s high schools, community colleges, and community-based organizations.

Leveraging over two decades of experience as a workforce development intermediary with deep partnerships across industry and education - including 13 years as a health care intermediary and 7 years of tech pathways partnerships, UNITE-LA will act as an intermediary to support job placement of L.A. community college students and graduates in identified priority industry sectors in the following ways:

1. engage industry employers in providing work-based learning, including paid work experience, to students – thereby increasing their engagement and investment in community college training programs and introducing them to this talent pool;
2. work with colleges to facilitate student participation in work-based learning opportunities provided by industry employers and professionals including: (1) career awareness and exploration opportunities such as guest speakers, career panels, career fairs, job site tours, and job shadows, (2) employer-validated career preparation training and work-readiness assessments (which include resume review and mock interviews), and (3) access to apply and compete for paid work experience opportunities, including part-time/seasonal jobs and/or internships.

Through our Health Care and Tech Pathways programming, we have engaged 175+ employers in providing 2,800+ students in work-based learning programs, including 200+ interns annually. Historically, 40% of students in our tech internship program have gone on to gain competitive employment with our employers upon completion.

#### **Pathway to job placement?**

Community colleges excel at providing career technical education to local, diverse, underserved populations. Being successful in employment and career requires developing skills that are learned outside the classroom and in a work environment as well as networking that comes through engagement with industry professionals.

Through work-based learning,

- students will learn how their in-classroom learnings are connected to the real world of work, which has been shown to help students improve academically; explore career options (even though they may have chosen an industry and/or occupation of study, there is more to learn about different work environment options and career trajectories beyond the first job upon graduation); and practice engaging with industry professionals, who will become part of their professional network and could connect them to a job;
- employers will engage to reduce recruitment and training costs – their participation in WBLs helps them (1) identify new diverse talent sources by getting to know students in the community college talent pipeline in a less high-stakes manner than hiring into a full-time job, (2) shape the talent pipeline by helping students be better prepared as potential employees who understand workplace expectations and are a culture fit, and (3) boost engagement of their existing employees through volunteer opportunities to mentor students interested in their industry;

Both research and our experience demonstrated this model sets up students, employers and colleges for success to reach their mutual goals of getting a job, hiring the right talent, and placing graduates in a job from day one in the student’s program.

### **How UNITE-LA has pivoted to virtual program delivery during COVID-19**

Given the challenges presented by COVID-19 pandemic, UNITE-LA has worked with our employers and education partners to shift our traditional work-based learning programs to be delivered virtually. Distance learning has been a difficult transition for both students and faculty, and UNITE-LA has pivoted its work to better support educational institutions and their students during this time. Below is a description of our student engagement platform and programming that is currently being implemented virtually:

UNITE-LA will use its career planning/technology platform, Guided Compass, to onboard students into our program. Through this platform, UNITE-LA will engage and track student participation in its work-based learning activities, including career panels and job skills workshops. Furthermore, the platform will facilitate opportunities for students to pursue employment opportunities posted by partnering employers. Employers will have access to review student profiles, resumes and assess their interests, skills and qualifications for posted employment opportunities. Guided Compass also provides the tools and support needed for staff to track student employment outcomes. To ensure that students are well-prepared for employment opportunities, the proposed student activities and scope of work include:

1. Career Awareness and Exploration
  - a. Guest Speakers, Industry Panels and Company Tours: Most of our career awareness programming has been moved to virtual platforms such as Zoom and videoconferencing. What was once in-person speakers, panels, and tours all now take place in a virtual environment.
2. Career Preparation
  - a. Mock Interviews are currently hosted via our virtual interviewing platform VidCruiter, where students are automatically matched with our industry volunteers, who then conduct the interview after our vetting. This has made interviewing much more accessible to students who previously had transportation issues and will still be an option for students post-pandemic restrictions on in-person learning, and industry partners who no longer have to program additional volunteer time for travel.

- b. Soft skills development is being conducted virtually through WorkforceReady, an online professional development platform preparing students for the real world of work. Through four virtual learning modules, including ApplicationReady, InterviewReady, JobReady, and CareerReady, and assessments using employer-validated competencies, WorkforceReady helps students acquire and strengthen essential soft skills employers require that are not the focus of traditional in-classroom instruction, including effective communication techniques, professional relationship building, workplace critical thinking and creative problem solving. Course topics include: How to Lead a Meeting, How to Negotiate your Salary, What to Include on Your Resume, How to Conduct an Interview, etc.
- c. Project Based Learning in Tech Pathways continues virtually on a student portal called Guided Compass. In the portal, students participate in project-based learning opportunities that were co-developed by UNITE-LA with community college faculty and employer partners. Students submit their assignments, employers review and offer feedback, and faculty vets and approves before it is sent to students all virtually on Guided Compass.

### **Scope of Work**

Between July 1, 2021 and June 30, 2022, this project will be divided into 3 distinct parts:

#### **1. Work-Based Learning in Health Pathways**

- a. Sample employers engaged: Kaiser Permanente, Cedars-Sinai Medical Center, Children’s Hospital of LA, Dignity Health, L.A. County Department of Public Health, AltaMed, Good Samaritan Hospital, UCLA Health, etc.
- b. Description of activities:
  - i. Career Awareness & Exploration for 400-500 students
    - 1. Career Panels – Webinars that increase student exposure to a diverse group of health care employers and professionals to better understand employment options, expectations, requirements and help further refine career objectives.
  - ii. Career Preparation for 100-200 students
    - 1. Job Skills Workshops / Workforce Ready that develop essential soft skills, build resumes that effectively market their skillset to employers, and acquire/strengthen interview skills.
    - 2. Work Readiness Certification / Mock Interviews that both validate a student’s soft skill readiness for the workplace and prepares students to interview and successfully secure employment.
  - iii. Career Training for 10-15 students
    - 1. Jobs opportunities with a health care employer for work ready students that are contingent on strong partnerships and collaboration with campuses to be talent scouts for job opportunities.

#### **2. Work-Based Learning in ICT / Digital Media Pathways**

- a. Sample employers engaged: MissionCloud, Snap Inc., Cornerstone OnDemand, Pathmatics, Blackline, Stem Disintermedia, Ziprecruiter, OpenPath, Telesign, etc.
- b. Description of activities:
  - i. Career Awareness & Exploration for 400-500 students
    - 1. Career Panels & Fairs – Webinars - and Career Fairs that increase student exposure to different employers in their industry to better understand employment options, expectations, requirements and help further refine career objectives.
    - 2. Employee-to-Student Mentoring that develop student relationship-building skills, expand student professional network, build student social capital, and deepens relationships between employers and local talent pools.

- ii. Career Preparation for 100-200 students
  - 1. Workforce Ready & Certification that develop student soft skills, build resumes that effectively market their skillset and provides validation of a student’s soft skill readiness for the workplace.
  - 2. Mock Interviews that strengthen student interview skills to successfully secure a job.
  - 3. Employer-Led Project Based Learning that build student applied learning, workplace experience and portfolio to be more competitive for future job opportunities. Additionally, projects deepen relationships between an employer and local talent pools.
- iii. Career Training
  - 1. Paid Work Experience for 25-50 students in programs that fall under IT Support, Software Development, User Experience (UX) Design, and Digital Media Arts occupational clusters - List of participating occupational programs in ICT/DM pathways at LA area colleges to be determined with LAOCRC after analysis of fit
  - 2. Jobs for 10-15 students with a tech employer for work ready students that are contingent on strong partnerships and collaboration with campuses to be talent scouts for job opportunities.

**Performance Period:** July 1, 2021 through June 30, 2022

**Strong Workforce Funds Allocation:** \$250,000

Sub-Project	Percentage	Amount
Health Pathways	50%	\$125,000
ICT/Digital Media Pathways	50%	\$125,000
<b>Total</b>		<b>\$250,000</b>

**Full Budget:**

	Deliverables	Budget	Strong Workforce Funds
Providing Work-Based Learning, including paid work experience	<ul style="list-style-type: none"> <li>• 1,000 – 1,400 students in work-based learning programs</li> <li>• 50 – 100 students placed in internship programs</li> <li>• Access to job leads</li> </ul>	\$750,000	\$250,000
	•		
Convening Industry Leaders	<ul style="list-style-type: none"> <li>• 2-4 industry convenings</li> <li>• Individual interviews/surveys as needed</li> </ul>	\$150,000	
Research & Evaluation	<ul style="list-style-type: none"> <li>• Tracking student and employer outcomes and gathering feedback for continuous improvements</li> <li>• 2 reports (one in health and one in ICT/DM)</li> </ul>	\$150,000	
<b>Total</b>		<b>\$1,200,000</b>	<b>\$250,000</b>

**Additional Funding Sources / Sustainability:**

To supplement Strong Workforce Program funding, UNITE-LA will leverage existing funding and in-kind support from employers, colleges, and foundations. Employers provide wages and stipends for internships and provide in-kind support of industry professional time. We will continue to seek funds from other appropriate funding sources, including individual community colleges, private foundations, and state and federal grants.

**Payment Schedule:**

The payment schedule for UNITE-LA is 40% upon completion of the Purchase Order by Rancho Santiago Community College District, 25% in December 2021, and the remaining 35% in June 2022.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Educational Services**

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of Professional Services Agreement with Cumulus Technology Services, LLC	
Action:	Request for Approval	

**BACKGROUND**

On August 10, 2020, the Board of Trustees approved a professional services agreement with Cumulus Technology Services, LLC for ongoing advising services related to cloud migration, cloud architecture, design and strategy for the district to migrate its Enterprise Resource Planning (ERP) and Student Information System (SIS) from the Ellucian cloud to the district's own Amazon Web Services (AWS) or Microsoft Azure cloud. The current term of services will expire June 30, 2021. To view the August 10, 2020 Docket, Page 189, click [here](#).

**ANALYSIS**

The district has been in negotiations with Ellucian to reduce costs by transferring applications to the district's own AWS cloud. These efforts are ongoing. As such, the administration would like to enter into a new one-year professional services agreement with Cumulus Technology Services, LLC for ongoing advising services related to cloud migration, cloud architecture, design and strategy.

The performance period shall be from July 1, 2021 through June 30, 2022. The agreement and scope of work with Cumulus Technology Services, LLC for professional services includes onsite and remote consulting. The total cost of the service engagement will not exceed \$36,000 at an hourly rate of \$160 per hour. The district reserves the right to terminate the agreement by providing thirty days written notice should the project be completed ahead of schedule.

This project will be funded by the ITS operational budget.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the professional services agreement with Cumulus Technology Services, LLC as presented.

Fiscal Impact:	Not to exceed \$36,000	Board Date: June 21, 2021
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	



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

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of the Information Technology Services department and Cumulus Technology Services LLC, having its principal business address located at 2140 Eastman Ave #101, Ventura, CA 93003 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 07-01-2021, whichever is later, and shall continue in full force and effect thereafter until and including 06-30-2022 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the



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

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

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed thirty six thousand Dollars (\$36,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

### Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: ATTN: Jesse Gonzalez  
Assistant Vice Chancellor, Information Technology Services  
Rancho Santiago Community College District  
2323 North Broadway, Suite 240  
Santa Ana, CA 92706-1640

Contractor: David Fuhrman  
Cumulus Technology Services LLC  
2140 Eastman Ave #10  
Ventura, CA, 93003

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

Print Name: Appropriate signer per AR 6150

Print Title:

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

CONTRACTOR

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

Print Name: Dave Fuhrmann

Print Title: Owner

Date: 06-07-2021



## Exhibit A

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

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

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

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

Insert detailed Scope of Work & Payment Schedule

Cumulus proposes to provide remote consulting services for the RSCCD Information Technology Services (ITS) migration of systems and applications to Amazon Web Services (AWS).

1. Advise the Assistant Vice Chancellor of Information Technology Services (AVC-ITS) on cloud migration issues
2. Meet with key stakeholders, as designated by the AVC-ITS, to discuss project objectives
3. Monitor and assess ongoing cloud costs and provide recommendations to optimize costs
4. Participate on application migration teams
5. Attend project meetings (internal ITS meetings and meetings with other vendors)
6. Assess server performance data and provide advice for system sizing
7. Review software licensing and advise AVC-ITS
8. Provide and recommend cloud training for ITS staff
9. Provide as needed status reports to the AVC-ITS and other designees
10. Other tasks and duties as needed

The total cost for this engagement will not exceed \$36,000, not to exceed a total of 240 hours to be billed at a rate of \$150 per hour. Work will be invoiced monthly with Net 30 terms.

Work will commence upon return of the signed agreement and will be completed by June 30, 2022.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of Professional Services Agreement for Managed Threat Detection Services with Tyler Technologies, Inc.	
Action:	Request for Approval	

**BACKGROUND**

On March 12, 2018, the Board of Trustees approved a 36-month agreement for nDiscovery Managed Detection Services with Tyler Technologies Inc., formerly known as Sage Data Security. The nDiscovery solution, now known as Tyler Detect, has provided the district with real-time data security monitoring for system logs through a dedicated team of cybersecurity experts without the need to invest in costly hardware and software or dedicated IT resources. The services have helped the district quickly identify unauthorized access, malware and suspicious activities, which have proven to be extremely beneficial to strengthen institutional cybersecurity posture. To view the March 12, 2018 Docket, Page 194, click [here](#).

**ANALYSIS**

Proactive log monitoring is a critical component of the district's cybersecurity plan and required by AR 3130.1. Detecting active cyber security threats in a timely fashion is critical to help prevent cybersecurity breaches and to protect the data of our students and employees. As such, the administration has negotiated a new agreement with Tyler Technologies Inc. to continue to receive Managed Threat Detection Services. The scope of services includes Tyler Detect log review and analysis services, network surveillance, advanced active threat alerts in real-time, and endpoint protection.

The performance period shall be from June 22, 2021 through June 30, 2024 with a total cost of \$207,480. The annual cost of \$63,840 will be billed in quarterly installments in advance, including a prorated fee of \$15,960 for the services provided through June 30,2021.

This project will be funded by the ITS operational budget.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Professional Services Agreement for Managed Threat Detection Services with Tyler Technologies, Inc.as presented.

Fiscal Impact:	\$207,480	Board Date: June 21, 2021
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	



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

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, and Tyler Technologies, Inc., having offices located at, 1 Tyler Drive, Yarmouth, ME 04096, 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 Agreement, 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 Agreement, 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 and shall continue in full force and effect thereafter until June 30<sup>th</sup>, 2024 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. **Early Termination.** This Agreement 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 Agreement at any time by their mutual written agreement.
  - C. Either party may terminate this Agreement in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 30 days of the date of the notice, then the non-breaching party may terminate this Agreement at any time thereafter by giving a written notice of termination.

- D. Contractor Licensing, etc.: Notwithstanding any other provision herein, District may terminate this Agreement 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 Agreement or in the event of filing for bankruptcy.
- E. In the event of early termination, District shall compensate Contractor for all undisputed fees for all services, including travel expenses incurred, up until the effective date of termination. Disputed fees will be addressed through the dispute resolution process.
- 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. Notwithstanding the foregoing, all Contractor intellectual property within such materials shall remain property of Contractor. There are no works made for hire included in this Agreement. Contractor reserves all rights not expressly granted to District in this Agreement. Contractor's documentation is protected by copyright and other intellectual property laws and treaties. Contractor owns the title, copyright, and other intellectual property rights in the Documentation.

#### 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 contract amount of two hundred seven thousand four hundred eighty dollars (\$207,480), invoiced quarterly in advance for the term of the contract set forth in Exhibit A or such other subsequent schedule of services or similar documents that the parties agree to in writing.. 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 Agreement, 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 Agreement 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 Agreement and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor.

#### 5. Independent Contractor. By its signature on this Agreement, Contractor acknowledges and agrees that the Services to be performed under this Agreement 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 Agreement. 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 Agreement 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 Agreement, 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 Agreement 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 Agreement. Contractor shall be responsible for ensuring that all subcontractors independently satisfy all of the requirements of Contractor under this Agreement, including but not limited to the insurance and indemnification provisions of this Agreement, 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 Agreement.

**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. Indemnification/Hold Harmless.**

Contractor will indemnify and hold harmless District and its agents, officials, trustees, officers, volunteers, representatives and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by Contractor's negligence or willful misconduct; or (b) Contractor's violation of PCI DSS requirements or a law applicable to Contractor's performance under this Agreement. District must notify Contractor promptly in writing of the claim and give Contractor sole control over its defense or settlement. District agrees to provide Contractor with reasonable assistance, cooperation, and information in defending the claim at Contractor's expense.

**9. 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.
- D. Other Insurance Requirements
- Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its auto and GL policy.
  - Contractor shall provide 30 days' notice of cancellation or change in coverage that brings Contractor out of compliance with the insurance provision.
  - Contractor's Insurance to be Primary under claims made against contractor's General Liability or auto policies that arise out of relate to the contract and are between Tyler and the Client.
  - Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District. 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. Tyler agrees to waive subrogation, but only on claims under Tyler's Commercial General Liability or auto policies that arise out of or relate to the contract and are between Tyler and the Client, except to the extent the damage or injury is caused by the Client.
  - 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.

**10. 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. The foregoing notwithstanding, District's consent is not required for an assignment by Contractor as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Contractor's assets.

**11. 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.

**12. 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.

**13. 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.

**14. Confidentiality.** Under the terms of this Agreement, Contractor or District may receive or obtain access to information that is privileged, confidential, not publicly available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District (“Confidential Information”). Contractor and District understand and agree that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held in confidence, at least in accordance with that parties respective policies and procedures for its own information, 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 consent of the party providing the Confidential Information, except as may be required by applicable law. If there is a disclosure of District Confidential Information not permitted under this Agreement or required by applicable law, Contractor will provide notice of such disclosure if and to the extent required by applicable data breach notification law. Notwithstanding the aforementioned, District is responsible for complying with the California Public Records Act.

**15. Entire Agreement/Amendment.** When signed by both Parties, this Agreement (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Agreement 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.

**16. 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 Agreement. 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.

**17. 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.

**18. 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 Agreement)  
ATTN: Jesse Gonzalez  
Assistant Vice Chancellor, Information Technology Services  
Rancho Santiago Community College District  
2323 North Broadway, Suite 240  
Santa Ana, CA 92706-1640

Contractor: Tyler Technologies, Inc.,  
1 Tyler Drive, Yarmouth, ME 04096,  
Attention Chief Legal Officer

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.

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

**20. 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.

**21. 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.

**22. 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.

**23. Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in the state or federal courts serving Orange County, California.

**24. 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.

**25. Failure to Perform.** As used in this Agreement, "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 Agreement, then District, after giving 30 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. Nothing in this provision shall be construed to alter or expand the limitation of liability of this Agreement or indicate that Contractor is District's election to complete the work or obtain Services from another contractor(s).



**Dispute Resolution & Mediation.** If a dispute arises out of or relates to this Agreement, 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 Agreement, 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.

**26. 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.

**27. 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.

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

- A. 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;
- B. 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.

**29. 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.

**30. Limitation of Liability.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, A PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE PARTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED TWO (2) TIMES THE AMOUNTS PAID BY DISTRICT UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO CONTRACTOR'S INDEMNIFICATION OF DISTRICT as described in Section 8. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**31. Disclaimer of Implied Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**32. Invoice Dispute.** If District believes any delivered service does not conform to the warranties in this Agreement, District will provide Contractor with written notice within fifteen (15) days of District's receipt of the applicable invoice. The written notice must contain sufficient detail of the issues District contends are in dispute. Contractor will provide a written response to District that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in District's notice. Parties will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each Party to resolve any issues presented in District's notice. District may only withhold payment of the amount(s) actually in dispute until Contractor completes the action items outlined in the plan. If Contractor is unable to complete the action items outlined in the action plan because of District's failure to complete the items agreed to be done by District, then District will remit full payment of the invoice. Contractor reserves the right to suspend delivery of all services if District fails to pay an invoice not disputed as described above.

**33. Services Warranty.** Contractor will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event Contractor provides services that do not conform to this warranty, Contractor will re-perform such services at no additional cost to District.

**34. Authority to Execute.** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

Print Name: Adam M. O'Connor

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

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

CONTRACTOR

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

Print Name:\_\_\_ Richard K. Simonds

Print Title:\_\_\_ VP & GM, Tyler cybersecurity

Date: \_\_\_\_\_ 05/27/2021 \_\_\_\_\_

## Exhibit A

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

The Work completed herein must meet the services warranty of this Agreement or shall be reperformed by Contractor at no additional cost to District. The Work is subject to District’s general right of inspection to secure the satisfactory completion thereof.

### **Rancho Santiago Community College District Tyler Detect Subscription Agreement**

License	Device	Rate
<b>Enterprise with nPoint</b>	<b>Corporate Firewall Analysis</b> <b>Windows Servers</b> <b>nPoint Windows Monitoring</b>	<b>Total Contract Value of \$207,480</b>
	<b>Supported Network Device Package</b> <b>Includes:</b> Windows server <i>ActiveInventory</i> , <i>nAlert Premium</i> , and unlimited device counts for all IIS/Apache web servers; SQL/Oracle for Windows databases; Switches; Routers; VPN Devices; VCenter Hosts; Email Gateways; VMware Hosts; Wireless Access Points; RSA Authentication Manager; NetScaler; SAN/NAS Devices; Other device types as determined by Tyler Technologies	

Enterprise w/nPoint up to **10,000** workstations and servers with three-year agreement billed quarterly in advance. First year is guaranteed pricing. At one-year anniversary, if client exceeds license level by 10%, the pricing will be adjusted upward for the second year based on the current pricing interval provided that Tyler gives customer 60-day written notice.

**Subscription Services:**

Tyler Detect Fees for Tyler Detect subscription services shall be payable quarterly in advance, beginning on the commencement of the initial term as set forth in Section 2 (Term) above. The first payment will be prorated with an end date of 6/30/21. Your annual Tyler Detect subscription fees are set forth in Section 4a above. Upon expiration of the initial term, your annual Tyler Detect subscription fees will be at our then-current rates.

**Professional Services Agreement:** This Schedule of Services is entered into pursuant to that certain Professional Services Agreement between Rancho Santiago Community College District and Tyler Technologies and incorporates the terms and conditions thereof.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of Professional Services Agreement with VPLS, Inc.	
Action:	Request for Approval	

**BACKGROUND**

On July 13, 2020, the Board of Trustees approved a professional services agreement with VPLS, Inc., to provide database administration consulting, system and network design, resource optimization and high-level and emergency support for the district's email, cloud, network and security systems. These services have proven to be instrumental to help district Information Technology Services staff obtain prompt subject matter expert assistance to support the district's most critical systems through a single support contract. Given that the current contract is expiring on June 30, 2021, the administration would like to enter into a new one-year professional services agreement for ongoing technical support with VPLS, Inc. To view the July 13, 2020 Docket, Page 286, click [here](#).

**ANALYSIS**

The agreement and scope of work with VPLS, Inc. for professional services includes database administration consulting, system and network design, resource optimization and high-level and emergency support for the district's email, network infrastructure and security systems. The service engagement with VPLS, Inc. provides the district a pool of consulting hours to be used as needed, billed only upon consumption, at a fee not to exceed \$80,000. The performance period shall be from July 1, 2021 through June 30, 2022.

This project will be funded by the ITS operational budget.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the professional services agreement with VPLS, Inc. as presented.

Fiscal Impact:	\$80,000	Board Date: June 21, 2021
Prepared by:	Jesse Gonzalez, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	



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

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

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

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

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

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

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

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

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on 7/01/2021, whichever is later, and shall continue in full force and effect thereafter until and including 6/30/2022 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
  - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by

giving a written notice of termination.

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Eighty Thousand Dollars (\$80,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the District. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants District a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no



right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)  
Dane Clacken  
Director, Technology Infrastructure and Support Services  
2323 North Broadway, Suite 250  
Santa Ana, CA 92706-1640

Contractor: Daniel Seah for VPLS, Inc.  
1744 W. Katella Ave #200  
Orange, CA 92867

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and

communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

honesty that seriously and directly affects Contractor's present responsibility

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

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

Print Name: Adam M. O'Connor

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

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

CONTRACTOR

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

Print Name: \_\_Daniel Seah

Print Title: \_\_IT Solutions Manager

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

## Exhibit A

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

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

#### Scope of Work:

VPLS professional services is being offered to assist with the design, implementation, and administration of the following technologies;

- Microsoft Exchange Messaging System
- Microsoft Azure Cloud Infrastructure
- Palo Alto Networks Engineering Professional
- Ruckus Networks Engineering Professional Services
- Extreme Networks Engineering Professional
- Cisco Systems Engineering Professional Services
- Aruba Networks Engineering Professional Services

Services around other technologies are available and can be included based on mutual agreement. Emergency response services are available for the same technologies listed above

Additionally, VPLS will provide comprehensive, on-demand remote DBA support of District database resources as determined. VPLS will assist with preventative maintenance for RSCCD databases and provide architectural and administrative guidance for Microsoft SQL Servers as agreed upon with RSCCD. VPLS Solutions Professional Services Microsoft SQL expertise includes, but is not limited to, the following;

- Microsoft SQL Database Capacity, performance and security audits
- Microsoft SQL Database Proactive Maintenance plans
- Microsoft SQL High Availability/DR Planning and Testing
- Microsoft SQL Database upgrades, installation and configuration
- Microsoft SQL Database Administrator Professional Services
- Microsoft SQL Database Server Infrastructure design
- Microsoft SQL Upgrade and migration planning

#### Schedule of Payment:

- RSCCD is under no obligation under this agreement to use any or all of the hours quoted
- RSCCD will only be billed upon consumption of hours/services
- RSCCD will be invoiced with NET30 terms upon delivery of services
- Time and Materials Hours used are charged at rate listed in quote above for Planned/Scheduled work during business hours
- For planned/scheduled work during business hours, RSCCD can use up to 320 hours based on the predetermined rate (\$250/Hour) and terms of this agreement.
  - o 1 Hour minimum billing for Planned/Scheduled remote work
  - o 2 Hour minimum billing for Planned/Scheduled onsite work
- After Hours planned/scheduled work is debited at 1.5x of the standard rate (\$375/Hour)
- Emergency work (4HR Response) is debited at 2x of the standard rate (\$500/Hour)

- o 2 Hour minimum billing for Emergency remote work
- o 4 Hour minimum billing for Emergency onsite work
- Time and Materials Agreements and Rates are valid until June 30, 2022.
- Travel time (if required) is included to RSCCD District Office and 2 campuses (SCC/SAC)
- Planned/Scheduled services require a recommended 5 business day lead time for resource scheduling
- Business Hours are considered 8AM - 6PM Monday Through Friday PST Excluding Federal Holidays



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: June 21, 2021
Re:	Second Reading and Approval of the Master Agreement template between RSCCD and its Three Auxiliary Foundations	
Action:	Request for approval	

**BACKGROUND**

The Rancho Santiago Community College District and its colleges – Santa Ana College and Santiago Canyon College – are proud to have auxiliary charitable foundations that support the district and each of the colleges:

Rancho Santiago Community College District Foundation  
 Santa Ana College Foundation  
 Santiago Canyon College Foundation

In 1998, the Rancho Santiago Community College District entered into a Master Agreement with each of the college foundations - Santa Ana College Foundation and Santiago Canyon College Foundation – to outline the relationship between the district and each foundation.

On August 7, 2018, the Board Policy Committee recommended the development of an updated Master Agreement template to formalize the relationship between RSCCD and its auxiliary foundations.

**ANALYSIS**

Working with the district's General Counsel, a Master Agreement template was created to outline the relationship between the District and its auxiliary foundations.

The Board received the master agreement at the September 10, 2018 Board of Trustees meeting for a first reading.

**RECOMMENDATION**

It is recommended that the Board approve this Master Agreement template formalizing the relationships between the district and its auxiliary foundations.

Fiscal Impact: None	Board Date: June 21, 2021
Prepared by: Patricia S. Dueñez, Assistant to the Vice Chancellor of Educational Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**MASTER AGREEMENT  
BY AND BETWEEN THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT,  
COLLEGE,  
AND THE FOUNDATION**

This Master Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Rancho Santiago Community College District (the “District”), \_\_\_\_\_ (“College”), and \_\_\_\_\_ Foundation, a California nonprofit corporation (“Foundation”), an auxiliary organization of the District established and operated as an integral part of the District, in accordance with Education Code section 72670, *et seq.* The District, the College and the Foundation may hereinafter individually be referred to as a “Party” and collectively as “Parties”.

**I  
PURPOSE**

The Foundation was formed for the purpose of promoting and advancing the educational opportunities afforded students and the community at the College. Due to the organizational structure of the College and the District, the District, by law, has the ultimate authority over the operations of the College. The Parties want to ensure that the Foundation continues to operate for the benefit of the College, and ultimately the District, and the Parties desire to clarify the roles of the Parties with respect to certain functions, activities and services provided by the Parties in their affiliated relationship,

**II  
AREAS OF SERVICE**

The Foundation, agrees that it may, from time to time, be requested by the District or the College to administer certain programs, activities, functions or activities (collectively, the “Services”) for the benefit of the Parties. In administering the Services, the Foundation shall do so consistent with the California Code of Regulations, California Education Code, District policies, and its mission as defined in its bylaws and Articles of Incorporation, both as may be amended from time to time. Such Services shall be requested by the District or the College in writing from time to time during the term of this Agreement. The Parties agree that each such request for Services (“Request”) shall set forth the terms and conditions for the Services and shall be incorporated into this Agreement. To the extent that any such Request and this Agreement are inconsistent, this Agreement shall prevail.

**III  
LIMITATION OF AUTHORITY AND RESPONSIBILITY  
OF FOUNDATION ORGANIZATIONS  
(Title 5, California Code of Regulations, Section 59257 (j) (3))**

The Foundation shall only engage in those Services that are consistent with state and federal laws, and with the policies, rules, and regulations which have been or may be adopted by the Board of Trustees of the District, and such activities that are not inconsistent with the Foundation’s exempt purpose or as otherwise permitted under federal and state tax exempt entity rules and regulations.

All Services that may be undertaken by the Foundation shall be implemented for the general benefit of the District and the College. The Foundation may undertake those Services, including, without limitation, Services that

- generate and provide resources that allow the District to carry on educationally-related activities that may not be funded by the State, but benefit the College and the District;
- establish or strengthen partnerships with private industry or other entities where a non-profit corporation is required or necessary to facilitate a partnership with the District.
- provide a benefit to the College or District based upon the experience and expertise of the Foundation.
- accomplish any function or service as is authorized in the Title 5 Regulations.
- are first approved by the Board of Governors of the California Community Colleges and the Board of Trustees of the District;

Provided, however, that in all instances, the Services to be provided by the Foundation shall be approved by the Foundation's Board of Directors.

Donations and/or gifts to the Foundation shall be accepted as authorized by the Foundation's policies and regulations; provided, that in all instances, the donations or gifts shall be used for the benefit of the College and for the purposes as directed by the donor, unless such donation or gift is unrestricted, at which point the Foundation can use the funds to further its purpose pursuant to applicable rules, regulations and policies.

#### **IV USE OF FACILITIES**

The Foundation may occupy and use the District or College facilities and property only for those services and functions that are consistent with the policies, rules, and regulations, which have been or may be adopted by the Board of Trustees of the District. All assigned facilities may be shared with other programs, including instructional programs of the College or District.

The Foundation may occupy and use the facilities set forth in Appendix "A", as amended from time to time, all in accordance with the District policies and regulations.

The right to use any of the College or District's facilities or equipment included in this Agreement or amendments shall cease upon thirty (30) days advance written notice to the Foundation and the Board of Trustees by the District Chancellor that the facilities are needed for the exclusive use of the District or the College.

#### **V REIMBURSEMENT FOR SERVICES AND FACILITIES**

The Foundation shall reimburse the College or District, as applicable, for costs associated with the Foundation's use of College or District facilities and property at a rate as provided in Appendix "A" to this Agreement, or as otherwise agreed in writing, in addition to any other costs paid by the District or College on behalf of the Foundation in connection with the Foundation's use of the facilities. Such

charge or rental may be for less than fair rental value to the extent permitted by the Education Code and/or the Title 5 Regulations.

The Foundation shall also reimburse the College or District, as applicable, for costs associated with the Foundation's use of College or District employees providing services to the Foundation. To the extent allowable by law, the Foundation's reimbursement of any District costs under this Article V may be in the form of non-monetary benefits provided to the District by the Foundation. The Chancellor or College President, as applicable, shall decide whether said reimbursement shall be monetary or non-monetary.

## **VI AUDIT**

Pursuant to applicable rules and regulations, an independent CPA firm shall annually audit the Foundation. The Foundation may select its own CPA firm or select the same CPA firm used by the District. If the Foundation selects the same CPA firm as the District, the audit shall be paid by the District; provided, however, that if the same CPA is selected by the Foundation, but the CPA declines the representation for any reason, then the Foundation may select another CPA, subject to the District's approval, and in that instance the District shall pay for the CPA firm. Should the Foundation choose to select a CPA firm without District approval, it may do so, but shall pay the costs of this service from its own operational funds.

## **VII COVENANT**

During the term of this Agreement, the Foundation agrees to maintain its existence and to operate in accordance with Sections 72670-72682 of the California Education Code and with Sections 59250-59276 of the California Code of Regulations, Title 5, as well as the District's policies and regulations. Moreover, the Foundation agrees that it shall not amend any of its governing documents to be inconsistent with the foregoing rules and regulations, and to the extent that the governing documents are currently inconsistent with the foregoing rules and regulations, the Foundation shall take immediate action to bring such documents into compliance.

## **VIII RIGHT OF ENTRY AND INSPECTION**

It is understood and agreed that at any time the District, its officers, employees and agents shall have the right to enter described facilities or any part thereof for the purpose of examination or supervision. Moreover, the District may, upon reasonable written notice, request that the Foundation provide access to the Foundation's books and records for a purpose reasonably related to the District's interest. The District shall have the right, at its sole cost and expense, to make copies of any such financial books and records, subject to the Foundation's right to preserve any rights of privacy or protect its rights in connection with any threatened or pending litigation or claims.

**IX  
DISPOSITION OF EARNINGS**

Income generated by the Foundation in excess of costs, Board of Directors designated reserves, and appropriate provision for its annual budget shall be used to further the educational purposes of the District/College as determined by the Foundation's Board of Directors.

**X  
GOOD STANDING**

The Foundation shall remain in good standing with the State of California and maintain its tax exempt status with the State of California and the Internal Revenue Service, or the District shall, at its sole discretion, have the right to terminate this Agreement and shall have the option to require the Foundation to cease any or all of its activities.

**XI  
EXPENDITURES FOR INDIRECT COSTS**

If the Foundation administers a state or federally-sponsored program, and the District provides support services as requested by the Foundation in connection with such program, then to the extent applicable, the Foundation shall reimburse the District for indirect costs associated with the performance of services by the District for the Foundation. Such reimbursement will take into consideration the District's indirect cost rate and the approved indirect cost allocation, if any, of the state or federal program award.

**XII  
MAINTENANCE AND OPERATING EXPENSES**

The College or District, as is custom and practice, shall provide maintenance and custodial services to the College/District-provided facilities used by the Foundation in the same manner as it provides for its own offices. The Foundation agrees that it will keep and maintain facilities and equipment it uses in a clean and orderly condition. The College or District, as applicable, shall ensure that all equipment is in good and operating condition, and shall take customary steps to repair or replace any equipment provided to Foundation that does not operate as intended. Should any equipment break or be significantly damaged, reasonable wear and tear excepted, by the Foundation or its employees or agents, then the Foundation shall reimburse the College or District, as applicable, for the repair or replacement of the damaged equipment.

**XIII  
REAL PROPERTY MATTERS**

The Foundation's Board of Directors shall not enter into any contract or other business arrangement involving real property without prior approval of the District Chancellor or designee in accordance with District procedures and regulations.

**XIV**

## **FINANCIAL REPORT**

The Foundation shall report to the District and College on its financial operations through quarterly financial reports submitted to the District's Vice Chancellor, Business Operations and Fiscal Services, and to the College President. Such reports shall be submitted after the Foundation Board of Directors' have completed its review.

## **XV SIGNS, FIXTURES, AND EQUIPMENT**

During the term of this Agreement, the Foundation shall have the right to place and attach fixtures, signs, and equipment in or upon facilities as authorized by the Chancellor in writing as to number, size, and locations of such signage. Fixtures, signs, or equipment so erected, placed, or attached by the Foundation shall be and remain the property of the Foundation and be removed therefrom by the Foundation upon termination of this Agreement.

## **XVI THIRD PARTY AGREEMENTS BY THE FOUNDATION**

The Foundation shall not enter into any contract that would obligate the District, its facilities, equipment, or personnel without the prior written approval of the District. Any such contracts must be consistent with the District's policies and regulations.

## **XVII PROGRAM COMPLIANCE**

Prior to commencing any new program or committing any funds to a project or program, the Foundation shall notify the Chancellor to confirm that the proposed project or program does not conflict with any District policy, procedure or ongoing proposal. . Should the District Chancellor determine that any program or appropriation planned by the Foundation is not consistent with the policies of the Board of Trustees, the program or appropriation shall not be implemented or it shall be revised so that it is in compliance with District policies. Further, should a program or appropriation which had received approval subsequently be determined to be operating outside of the scope of the policies of the Board of Trustees, then that program or appropriation shall be discontinued until an appropriate adjustment is made by the Foundation to bring the program into compliance.

Notwithstanding the foregoing, unless the Foundation's proposed program or project is in direct conflict with a District policy or proposal, the Foundation shall be free to pursue such program or project provided that it is compliance with applicable laws, rules, and regulations and furthers the Foundation's exempt purpose.

## **XVIII INSURANCE, INDEMNIFICATION, AND RESTORATION**

The District shall provide for the Foundation all risk liability coverage under the terms and conditions of the District's all risk blanket policy. Further, the District will extend its directors and officers errors and omissions coverage to include the Foundation board members, officers, and managers.

In the event that the District is unable to maintain such coverage for the Foundation, the District shall provide thirty (30) days notification to the Foundation of the District policy cancellation. In the event of such notice of cancellation by the District, the Foundation shall secure the appropriate coverage under its own name.

The Foundation shall be included in the District's insurance policies for all of its regular functions. When special events are sponsored by the Foundation, separate insurance coverage may be required by the District.

The Foundation agrees to indemnify, defend, and save harmless the District, its officers, agents, and employees from any and all loss, damage, or liability that may be suffered or incurred by the District, its officers, agents, and employees caused by, arising out of, or in any way connected with the use of the described facilities by the Foundation or in connection with this Agreement, provided that the loss, damage, or liability arises from the intentional or negligent acts or omissions of the Foundation, its officers, agents, or employees.

The District agrees to indemnify, defend, and save harmless the Foundation, its officers, agents, and employees from any and all loss, damage, or liability that may be suffered or incurred by the Foundation, its officers, agents, and employees caused by, arising out of, or in any way connected with the facilities used by the Foundation or in connection with this Agreement, provided that the loss, damage, or liability arises from the intentional or negligent acts or omissions of the District, its officers, agents, or employees.

Upon termination of this Agreement, the District shall have the option to require the Foundation, at the Foundation's own expense and risk, to restore the facilities as nearly as possible to the condition existing prior to the execution of the Agreement. But if the Foundation shall fail to do so within ninety (90) days after the District exercises said option, the District may restore the property at the risk of the Foundation, and all costs and expenses of such removal or restoration shall be paid by the Foundation upon demand of District. The District shall have the right to exercise this option within thirty (30) days after the expiration of this Agreement, but not thereafter.

## **XIX NON-ASSIGNABILITY**

This Agreement is not assignable by the Foundation, either in whole or in part, nor shall the Foundation permit anyone else to use the described facilities or any part thereof without the prior written permission of the Chancellor of the District.

**XX**  
**DISTRIBUTION OF ASSETS UPON CESSATION**

Upon cessation of the operations of the Foundation under this Agreement, unless extended or renewed, the net assets of the Foundation resulting or arising from this Agreement shall be either transferred to the District or expended for the benefit of the District. The District agrees to abide by, to the extent possible, any donor restrictions on such funds.

**XXI**  
**NOTICES**

All notices required to be given pursuant to the terms hereof shall be in writing and shall be either (a) personally delivered, or (b) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving party may from time to time specify by written notice to the other party:

Executive Director  
\_\_\_\_\_ Foundation  
(Address)  
(City, State, Zip)

Notice to the District shall be addressed as follows:

Chancellor  
Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, CA 92706-1640

Notice to the College shall be addressed as follows:

President  
(Name of College)  
(Address)  
(City, State Zip Code)

IN WITNESS WHEREOF, this Agreement has been executed in quadruplicate by the parties hereto as of the date first above written.



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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Chancellor

(COLLEGE)

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College President

(COLLEGE) FOUNDATION

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Executive Director

APPENDIX A  
TO  
MASTER AGREEMENT  
BY AND BETWEEN THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT,  
COLLEGE, AND \_\_\_\_\_  
COLLEGE FOUNDATION

Reimbursement for costs associated with Foundation’s use of facilities; \_\_\_\_\_.

Reimbursement for costs associated with Foundation’s use of employees; \_\_\_\_\_.

Reimbursement for costs associated with Foundation’s use of services; \_\_\_\_\_.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of Renewal of Contract – Townsend Public Affairs, Inc.	
Action:	Request for Approval	

**BACKGROUND**

On December 6, 2010 the Board of Trustees approved the contract to engage the consulting services of Townsend Public Affairs, Inc. (TPA) to assist the district in the areas of government and community relations and various other projects as assigned by staff. General Counsel reviewed the original contract and prepared a revised contract for the district’s consideration.

**ANALYSIS**

Townsend Public Affairs, Inc. has assisted the district with the arrangement of meetings with legislators, communication with both Federal and State legislators relating to RSCCD and its interests, and provided an ongoing update of legislation and legislative action. The most recent contract will expire on June 30, 2021. In order to maintain the momentum on various projects, it is requested that the contract with TPA be renewed for the period of July 1, 2021 through June 30, 2022.

TPA continues to provide valuable assistance to the district in legislative matters. With the importance of legislative advocacy and monitoring, the district will benefit from continued assistance from TPA.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Contract for Consulting Services with Townsend Public Affairs, Inc. as presented.

Fiscal Impact:	\$6,500/month plus reimbursable expenses	Board Date:	June 21, 2021
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Marvin Martinez, Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

## CONTRACT FOR CONSULTANT SERVICES

**THIS CONTRACT FOR CONSULTANT SERVICES** (“Contract”) is made and entered into this 1<sup>st</sup> day of July 2021, by and between the Rancho Santiago Community College District, a non-profit corporation, (“Client”), and Townsend Public Affairs, Inc. a California corporation (“Consultant”).

### RECITALS

- A. WHEREAS, Consultant has the competence, experience, and expertise to provide professional legislative advocacy and consulting services to Client; and
- B. WHEREAS, Client desires to retain Consultant to provide professional services;
- C. NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Client and Consultant (the “parties”) agree as follows:

### CONTRACT

#### 1. Term.

This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."

#### 2. Services.

Consultant will, in accordance with the terms of this Contract, perform the legislative advocacy (lobbying) and consulting services described in Exhibit "A," ("Services").

#### 3. Fees.

Client agrees to pay Consultant for the Services in the amount described in Exhibit "A" in accordance with the provisions of the Fee Schedule in Exhibit "A." Consultant will submit a monthly invoice to Client with a detailed itemized list reflecting the Services performed for the prior month. Upon approval of this invoice, Client will pay the fee and any approved reimbursable expenses incurred for such month. Billing shall be submitted no more than monthly and within thirty (30) days of the end of the previous month. Consultant is responsible for obtaining all outstanding invoices from outside vendors before submitting the final bill to Client. Unless there are exigent circumstances or written agreement between the parties, billings submitted after the final bill is due for such month will not be paid. Client shall pay each billing within thirty (30) days of receipt thereof. Consultant shall not expend any funds on behalf of or in the name of Client in support of any candidate for political office.

#### 4. Expenses.

To qualify as reimbursable expenses, expenses shall be reviewed and approved in writing by the Chancellor prior to such expenses being incurred. Client shall reimburse Consultant for all reasonable reimbursable itemized expenses with third party vendors, including local transportation, meals and entertainment, and travel incurred while transacting business as defined herein on behalf of Client. Consultant shall detail expenses in invoices so as to permit Client to determine the exact name or matter of the expense, the person(s) involved, the date(s) of any expense, and the purpose or necessity for the expense. Client will pay and reimburse only for the actual and ordinary costs for reasonable expenses without premiums or markups. If approved, these expenses will be billed to Client on a monthly basis and will be due upon receipt, as stated in Section 3, above.

#### 5. Indemnity.

Consultant shall indemnify, defend and hold harmless Client and its Board members, officers, and employees, from and against any and all claims, suits, losses, liabilities or damage, including (but not limited to) legal fees and costs of litigation, arising out of or related to Consultant's negligent performance of the Services provided hereunder, or any action involving intentional actions or wrongdoing, and which forms the basis, in whole or in part, of or for any such claim, suit, or other action by a third party against Client, except for any such claim, suit, loss, liability or damage caused by or arising from the negligence of Client. The foregoing indemnification shall apply to the Services rendered on or after the effective date of this Contract.

#### 6. Insurance.

Without limiting Consultant's indemnification of Client and its Board members, officers, agents, employees, and volunteers, Consultant shall provide and maintain at its own expense the following programs of insurance covering Consultant's operations during the term of this Contract. Insurance is to be placed with insurers having a current A.M. Best Rating of not less than A.

a. Liability Insurance. Consultant agrees to name Client, including Client's Board members, officers, and employees, as Additional Insureds on an in force Commercial General Liability policy, and Comprehensive Automobile Liability policy, documented by Endorsement, for coverage of not less than \$1,000,000 per occurrence or per claim for bodily injury, personal injury and property damage, and to assure that the Endorsement extends defense, hold harmless and indemnification benefits for all matters referenced in Section 5, above. Said Endorsement shall further provide for notice in writing to Client not less than thirty (30) days prior to the effective date of any cancellation or reduction in coverage or limits of liability. Consultant shall provide Client with copies of all Endorsements satisfying this requirement.

b. Workers' Compensation Insurance. Consultant shall confirm that it carries and maintains in force during the term covered by this Supplement Workers' Compensation insurance of not less than \$1,000,000 per accident.

c. Professional Liability Insurance (Errors and Omissions). Consultant shall procure and maintain professional liability insurance (errors and omissions) covering claims arising out of the performance of the Services under this Contract. Consultant's coverage shall reflect a minimum of \$1,000,000 per occurrence and at least a minimum of \$1,000,000 annual aggregate.

d. Failure on the part of Consultant to procure or maintain required insurance shall constitute a material breach for which Client may immediately terminate this Contract.

7. Laws, Rules and Regulations.

Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.

8. Payment for Performance.

It is the intention of the parties that this Contract and the Services rendered hereunder and the payments made hereunder and the payments made therefore are contingent upon the performance of Consultant according to mutually agreed upon work products and activities. It is also the intention of the parties that this Contract and the Services rendered hereunder and the payments made hereunder and the payments made therefore are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal or the achievement of any specific result.

9. Independent Contractor.

It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. As such, Consultant understands and agrees that Consultant's personnel who furnish services to Client under this Contract are employees solely of Consultant and not of Client for purposes of workers' compensation liability. Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any personnel of Consultant for injuries arising from Services performed under this Contract. Consultant shall retain the right to perform services for others under the terms of this Contract during the entire term hereof.

10. Work Product.

Any tangible work product that is developed by Consultant shall be the property of Client.

11. Confidentiality.

Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from Client.

12. Termination.

This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying effective date of termination. Upon receipt of notice of termination by Client, Consultant shall stop services on the date and to the extent specified in the termination notice. Within fifteen (15) days upon any termination, Consultant shall, at its own cost, deliver to Client all files and work product for which under this Contract has been terminated.

13. Entire Agreement; Contract Modifications.

Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

14. Attorneys' Fees.

Client and Consultant agree that the prevailing party in any dispute under this Contract shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.

15. Certification of Non-Discrimination.

By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.

16. Non-Exclusivity.

Consultant acknowledges that nothing in this Contract is intended, nor will be construed, as creating any exclusive contract between Client and Consultant related to the providing of legislative advocacy and consulting services. As such, nothing in this Contract shall be interpreted to restrict or prohibit Client from obtaining similar professional services from other sources.

17. Adherence to Board Policy 3821 Gift Ban Policy.

Consultant is notified that Client's Board adopted the Board Policy 3821 Gift Ban Policy: "5. *Gift* shall have the meaning it is defined to have in the California Political Reform Act, and the regulations issued pursuant to that Act, except that the following shall not be

deemed to be gifts: *a. Meals, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value from an single source of one hundred dollars (\$100.00) or less during any twelve-month period.*”  
Consultant acknowledges and adheres to the Board Policy 3821 Gift Ban Policy.

18. Notice.

Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To Client:                Rancho Santiago Community College District  
                                 Attention: Marvin Martinez, Chancellor  
                                 2323 North Broadway  
                                 Santa Ana, California 92706-1640

To Consultant:         Townsend Public Affairs, Inc.  
                                 Attention: Christopher Townsend, President  
                                 1401 Dove Street, Suite 330  
                                 Newport Beach, CA 92660

19. Assignment.

No part of this Contract or any right or obligation arising from it is assignable without Client’s written consent. Any attempt by Consultant to assign or subcontract services relating to this Contract without Client’s prior written consent shall constitute a material breach of this Contract.

20. Governing Laws.

This Contract shall be governed by and construed in accordance with the laws of the State of California and any action brought by either party on this Contract shall be brought in Orange County.

21. Waiver.

No waiver of a breach of any section of this Contract by either party shall constitute a waiver of any other breach of the section or any other section of this Contract.

22. Execution.

The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

**[SIGNATURES TO FOLLOW ON NEXT PAGE]**



**CONTRACT FOR CONSULTANT SERVICES**

“CONSULTANT”  
TOWNSEND PUBLIC AFFAIRS, INC.  
a California corporation

By:   
\_\_\_\_\_  
Christopher J. Townsend  
President

“CLIENT”  
RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT  
a non-profit corporation

By: \_\_\_\_\_  
Marvin Martinez  
Chancellor

**EXHIBIT "A"**  
**TO**  
**CONTRACT FOR CONSULTING SERVICES**

**TERM:** July 1, 2021 through June 30, 2022

**FEE SCHEDULE:** \$6,500.00 per month

**SERVICES:** Consultant shall develop and maintain government and community relations and shall assist with special projects as requested by Client. Consultant shall focus its efforts on the following:

- As directed by Chancellor or designee, pursue funding and other partnerships from the federal Government, State of California and local government agencies for the development, enhancement, and/or expansion of facilities and programs for Client and its two colleges. Advise Client on developing responses to RFPs for Chancellor's Office and other agency grants.
- In coordination with RSCCD Board, Chancellor, and staff, introduce and advocate for legislation desired by Client. Assist in drafting sponsored legislation and assist in finding authors for Client sponsored legislation. Monitor such legislation and meet with legislators and legislative staff to build a coalition of support for the legislation and provide testimony and letters of support or opposition for legislation as directed by Client.
- Monitor statewide community college budget development proposals and advocate for Client's priorities. Provide weekly status reports on activities and quarterly reports on progress on Client's legislative goals and priorities. At the end of each month, provide a detailed billing statement outlining all activities performed on behalf of Client. Perform other assignments, as mutually agreed upon by both parties.
- Meet with the Chancellor and other Client representatives on a regular basis to brief them on the progress of achieving strategic goals. Assist Client in developing talking points and letters of support for achieving Client's priorities.

Client Initials: \_\_\_\_\_

Consultant Initials: \_\_\_\_\_



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Board of Trustees Office

To: Board of Trustees	Date: June 21, 2021
Re: Approval of Board Legislative Committee Recommendations	
Action: Request for Action	

**BACKGROUND**

The Board Legislative Committee met on May 27, 2021, to review legislative bills and recommend positions on each bill to the full board.

**ANALYSIS**

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

**Support:**

- Assembly Bill (AB) 361 (Rivas) – Open Meetings: Teleconferencing
- AB 1040 (Muratsuchi) – Ethnic Studies
- AB 1326 (Arambula) – County Liaisons

**Watch:**

- AB 275 (Medina) – Classified Community College Employees
- AB 375 (Medina) – Part-time Faculty
- AB 438 (Reyes) – Classified Employees
- AB 928 (Berman) – Associate Degrees for Transfer
- SB 205 (Leyva) – Employee Sick Leave

**RECOMMENDATION**

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

Fiscal Impact: None	Board Date: June 21, 2021
Prepared by: Anita Lucarelli, Interim Assistant to the Board of Trustees	
Submitted by: Board Legislative Committee	
Recommended by: Marvin Martinez, Chancellor	

# TOWNSEND

PUBLIC AFFAIRS

EST TPA 1998

## MEMO

**To:** Rancho Santiago Community College District  
Board Legislative Committee

**From:** Townsend Public Affairs, Inc.  
Casey Elliott, State Capitol Director

**Date:** May 27, 2021

**Subject:** Legislation for Consideration

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### Priority Legislation

The legislative deadlines to be introduced to pass out of policy committee were April 30<sup>th</sup> and May 7<sup>th</sup>. Approximately 500 bills failed to meet those deadlines. After the policy committee deadline was the Appropriations Committee deadline, on May 21<sup>st</sup>. Approximately 200 additional bills failed to meet the Appropriations Committee deadline. All bills that did not pass out of committee by those dates became a two-year bill and is ineligible for additional consideration until January 2022.

Below are the upcoming relevant dates for the Legislature:

**June 4<sup>th</sup>** – Last day for bills to pass their House of Origin  
**June 15<sup>th</sup>** – Legislature must approve Budget Bill  
**July 14<sup>th</sup>** – Last day for policy committees to pass bills in the Second House  
**July 16<sup>th</sup>** – Legislative summer recess begins  
**August 16<sup>th</sup>** – Legislature returns from Summer Recess  
**August 27<sup>th</sup>** – Last day for fiscal committees to pass bills in the Second House  
**September 10<sup>th</sup>** – Last day for Legislature to pass bills. Interim recess begins upon adjournment

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

### **AB 275 (Medina) – Classified community college employees**

**Status:** This bill was approved on the Assembly Floor (64-2) on April 19<sup>th</sup>. The measure is in the Senate and has been referred to the Senate Labor, Public Employment, and Retirement Committee.

**Summary:** This bill would shorten the maximum length of a prescribed period of probation for classified community college employees to six months, or 130 days of paid service, whichever is longer. This bill would not apply to a conflicting collective bargaining agreement entered into before January 1, 2022, until the expiration or renewal of that agreement.



**Impact:** This bill would reduce the overall amount of time that districts are able to provide training, professional development, and mentorship to an employee before evaluating them for permanent status. Additionally, this bill would limit the options that the district has during the collective bargaining process.

**Recommendation:** Watch

**AB 361 (Rivas) – Open meetings: teleconferences**

**Status:** This bill was approved on the Assembly Floor (62-4) on May 17<sup>th</sup>. The measure is in the Senate and is awaiting referral to committee.

**Summary:** This bill allows a local agency to use teleconferencing without complying with the Brown Act's physical access and quorum requirements for teleconferenced meetings when the legislative body holds a meeting under any of these circumstances: for the purpose of proclaiming or ratifying a local emergency; during a proclaimed state of emergency or declared local emergency, and state or local officials have imposed or recommended measures to promote social distancing; or, during a declared local emergency and the legislative body determines by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

**Impact:** This bill would codify provisions within the Governor's Executive Order related to the Brown Act provisions during the coronavirus pandemic. The bill would provide districts with flexibility for conducting meetings in the event of a declared state or local emergency, while still ensuring public participation.

**Recommendation:** Support

**AB 375 (Medina) – Community colleges: part-time faculty**

**Status:** This bill was approved by the Assembly Appropriations Committee (16-0) on May 20<sup>th</sup> and is currently on the Assembly Floor.

**Summary:** This bill increases the maximum number of instructional hours a part-time, temporary community college faculty members may teach, from 67% of the hours a full-time, permanent faculty works to 85% of the hours a full-time permanent faculty member works. The bill requires that a district shall not restrict the negotiated terms to less than the range of 80% to 85%, unless explicitly agreed upon by the affected faculty member and the district. The bill also requires a district, as a condition of receiving Student Equity and Achievement Program grants, to update existing collective bargaining provisions to include the increase. Finally, the bill requires a CCD to commence negotiations on January 1, 2022, if the district does not have a collective bargaining agreement with part-time faculty on that date.

**Impact:** This bill would infringe on the local authority of the district to collectively bargain provisions at the district level. Additionally, the bill would restrict the flexibility that the district has to ensure that all employees have adequate benefits, beyond the scope of this legislation.

**Recommendation:** Watch



**AB 438 (Reyes) – Classified employees: layoff notice and hearing**

Status: This bill was approved by the Assembly Appropriations Committee (12-4) on May 20<sup>th</sup> and is currently on the Assembly Floor.

Summary: This bill requires school districts and community college districts to provide classified staff a layoff notice by March 15<sup>th</sup>. If no notice is provided by that time, the bill requires the school district or community college district to allow the employee to return to work for the next academic year. The bill also provides hearing rights to classified staff to contest a layoff notice. If the state budget cost of living adjustment is less than 2%, the bill allows school districts and community colleges to lay off classified staff after the March 15 deadline, but only from the date the budget is signed until August 15 of that year.

Impact: This bill could lead to the District needing to take a more conservative approach in hiring practices. The bill could also result in significant cost increases resulting from an increase in layoff cases and layoff appeals.

Recommendation: Watch

**AB 928 (Berman) – Student Transfer Achievement Reform Act of 2021**

Status: This bill was approved by the Assembly Appropriations Committee (16-0) on May 20<sup>th</sup> and is currently on the Assembly Floor.

Summary: This bill would establish an intersegmental committee to oversee the associate degree for transfer (ADT). The committee would be required to meet regularly to ensure the ADT becomes the primary pathway between the California Community Colleges and the University of California or California State University. The bill also requires community college students to be automatically enrolled into an ADT program, while providing students the ability to opt out.

Impact: This bill seeks to simplify and reduce overall confusion over the transfer process for community college students. However, the focus on placing students into ADT programs could create more confusion for students who do not plan to transfer, or those that hope to transfer to a UC, private school, or out-of-state institution.

Recommendation: Watch

**AB 1040 (Muratsuchi) – Ethnic studies**

Status: This bill was approved by the Assembly Appropriations Committee (10-5) on May 20<sup>th</sup> and is currently on the Assembly Floor.

Summary: This bill requires, commencing with the 2022-23 academic year, each California Community College (CCC) district to offer courses in ethnic studies at each of its campuses. The units earned for the course must be eligible for transfer to a four-year college or university and meet ethnic studies graduation requirements at the California State University. Each CCC is to collaborate with its academic senate to develop the courses. The bill also requires, commencing with the 2024-25 academic year, every student to complete an ethnic studies course to obtain an associate's degree.



Impact: This bill would require students to take an ethic studies course to obtain and associate's degree. This could result in an increase in the number of qualifying courses that the district would need to offer.

Recommendation: Support

**AB 1326 (Arambula) – County liaison for higher education**

Status: This bill was approved by the Assembly Appropriations Committee (16-0) on May 20<sup>th</sup> and is currently on the Assembly Floor.

Summary: This bill specifies that any school district or community college district employees that exhausts all available sick leave and continues to miss work due to illness or injury shall receive their full salary for up to an additional five months. Additionally, the bill repeals the authority for a district to pay its employees that have exhausted all available sick leave and continue to be absent from work due to illness or injury 20 percent of the employee's regular salary.

Impact: This bill seeks to help college students meet basic needs by requiring counties to designate a state liaison to serve as a link between college counselors and county services. This bill could more quickly connect students with the resources and services that they need.

Recommendation: Support

**SB 205 (Leyva) – School and community college employees: sick leave**

Status: This bill was approved by the Senate Appropriations Committee (5-2) on May 20<sup>th</sup> and is currently on the Senate Floor.

Summary: As proposed to be amended, AB 1216 will provide community college district governing boards with discretionary privileges related to the student member(s) on their governing boards. The bill will also require the formation of a working group, with a prescribed membership, to discuss and recommend policies regarding the role and privileges of student members on governing boards. The working group would be required to convene by June 1, 2022 and provide a report with policy recommendations to the Chancellor's Office and the Legislature by June 1, 2023.

Impact: This bill could result in significant costs for the district to pay employees their full salary for up to five months while on sick leave after they have exhausted all leave credits. The district may also incur additional costs for the hiring and training of substitutes to assume the duties of the employees on leave.

Recommendation: Watch



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date: June 21, 2021
Re:	Adoption of Board Policy	
Action:	Request for Approval	

**BACKGROUND**

The Board Policy Committee met on May 7, 2021 and reviewed new and revised policies. These policies were presented to the Board for a First Reading on May 24, 2021 and are now presented for adoption.

**ANALYSIS**

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies that comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. District Administration also recommends revisions to existing policies and adoption of new policies as required.

The Board Policy Committee is recommending the attached policy be updated, revised and adopted as recommended by District Administration.

- Board Policy 6620 Naming of District Properties and Facilities

**RECOMMENDATION**

It is recommended that the Board adopt the revised policy as presented.

Fiscal Impact:	None	Board Date: June 21, 2021
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor	
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor	
Recommended by:	Marvin Martinez, Chancellor	



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

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**BP 6620 Naming District Properties and Facilities**

Requests to name major District or college land reserves, roads, sites, campuses, libraries, athletic fields, gymnasiums, buildings, major outdoor areas, major centers, or other properties or facilities (collectively, "Major Facilities"), shall be submitted in writing first to the appropriate College Council for recommendation and then to the College President for approval. Proposals that are approved by the College President shall then be submitted to the Chancellor consistent with BP 6620 for the Chancellor's approval.

If a Major Facility is not affiliated with a college of the District, written proposals shall be submitted to District Council for approval and then to the Chancellor for approval.

After following the guidelines provided herein, if the Chancellor approves the proposed naming proposal, at his discretion, he will then submit a proposed name or names to the Board of Trustees for their consideration, selection and approval. Any deviation at any point from the process or criteria for naming Major Facilities will require a supermajority or two-thirds (2/3) vote of the Board.

Requests to name minor District or college sites, buildings, components or portions of buildings (classrooms, laboratories, auditoriums, and conference rooms, etc.), minor outdoor areas (or portions thereof), and other minor properties or facilities (collectively, "Minor Facilities") shall be submitted in writing first to the appropriate College Council for recommendation and then to the College President for approval. Proposals that are approved by the College President shall then be submitted to the Chancellor consistent with BP 6620 for the Chancellor's approval.

If a Minor Facility is not affiliated with a college of the District, written proposals shall be submitted to District Council for approval and then to the Chancellor for approval.

The naming of Major Facilities and Minor Facilities (collectively, the "Facilities", and independently, a "Facility") and related areas or buildings should lend prestige to the District, college, staff, students and to the community. The credentials, character, and reputation of each individual, organization, or corporation for the name being considered shall be carefully scrutinized and evaluated. Proposals to name a District facility for other purposes, such as its function, shall adhere to the guidelines specified within this policy. Nominations submitted for consideration must be accompanied by sufficient rationale and supporting documentation, including but not limited to the impact of a named individual on the District, college, or community, historical significance, and reflection of the District's or college's core goals, vision and values. Further, nominations of individuals should consider the contributions and service of the individual to the District or college, and the individual's unique and exceptional distinctions to warrant recognition.

The name conferred on a District or college Facility or location in recognition of an individual or group is an important factor in the public image of the District. It reflects upon both the District, the college and the location itself. Accordingly, the Board of Trustees may discontinue an approved name when the Board determines, in good faith, that a particular name is no longer appropriate for the District or the college to retain any Facility, the name tarnishes or diminishes the reputation of the District or college, the named person or corporate entity is no longer in good standing with the District or college, or an agreed-upon length of time for naming has expired.

### **Criteria**

1. Notwithstanding the forgoing, in addition to following the process outlined above, no Major Facility may be named without some appropriate monetary gift, as specified below:
  - a. A Major Facility may be named for an individual(s) or organization(s) or their designee, responsible for a “major gift” benefiting the District or a college. The term “major gift” in this context is deliberately not defined by arbitrary standards or by a specific dollar amount, but consideration may be given when the donor makes a “major gift” of no less than ten percent (10%) of the total cost of construction of the building or the then market value of the facility where the naming of a Major Facility is appropriate.
  - b. The District’s interpretation is meant to be flexible so that each situation may be judged on its own merits and may take into account significant contributions or personal services as well as monetary or in-kind gifts. It is expected that each naming opportunity will recognize the donor according to the level of gift size of the Major Facility, relation of the gift to the completion and enhancement of the Major Facility, urgency and need for project funds reputation of the individual or corporate entity to the District or colleges. However, the ten percent (10%) minimum threshold shall be a significant factor in considering whether to name a Major Facility either partially or fully after a donor for a specified period of years to be set at the initial naming of the facility.
  - c. Monetary gifts may be fulfilled over time but must be paid in full prior to opening or dedication of the building or Major Facility, unless otherwise stipulated by the donor agreement. Such Major Facilities will not be named for persons making gifts of property (real or personal) until the gift is converted to liquid assets. Under extraordinary circumstances, this requirement may be waived.
2. Notwithstanding the forgoing, in addition to following the process outlined above, gifts for Minor Facilities related to small outdoor areas or portions thereof (fountains, landscape, structures) will in most instances require a gift to cover the entire cost of the project as well as maintenance for long-term preservation. The Board shall have the discretion to waive the entire cost requirement and require an agreed-upon Gift consisting of a percentage of construction and maintenance costs following a proposal from the Chancellor.
3. Gifts naming a corporate entity shall avoid the appearance of corporate influence or conflict of interest. The Board shall exercise due diligence in the approval of recommending the approval of naming any Facility that involves the name of the corporation or stems entirely from corporate funding. The naming of any Facility shall limit the size, design, or logos of any corporation to avoid the appearance of advertising.

4. The Board shall have the right to waive or modify monetary requirements for the naming of any Facility. If, at the Board's discretion, the Board determines the monetary requirement should be waived or modified for any Facility, it will require a two-thirds (2/3) vote of the Board.
5. The College Presidents, in consultation with the Chancellor, shall be authorized to develop criteria and set contribution amounts to be paid for approval of temporary and permanent signage to be placed on any district property, including without limitation, electronic billboards, banners, digital or virtual signs websites or recordings.
6. The Chancellor, in consultation with the College Presidents, shall be authorized to set the amount of contributions required to receive the naming rights of a program of the district, similar to the criteria and contributions requirements for buildings.

**Revised: September 9, 2013 (Previously BP9025)**  
**Revised: June 21, 2021**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date:	June 21, 2021
Re:	First Reading of Board Policies		
Action:	Information		

**BACKGROUND**

The Board Policy Committee met on May 26, 2021 and June 15, 2021 and reviewed revised policies. These policies are presented for a first reading.

**ANALYSIS**

The District subscribes to the Policy and Procedure Service of the Community College League of California (CCLC). This service provides the district with model board policies that comply with state law, Title 5 regulations and address the relevant accreditation standards. CCLC provides the District with semi-annual updates to these policies, which reflect recent changes in law, state regulations and accreditation standards. District Administration also recommends revisions to existing policies and adoption of new policies as required.

The Board Policy Committee is recommending the attached policies be updated and revised as recommended by District Administration:

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

**RECOMMENDATION**

These policies are presented for a first reading as an information item.

Fiscal Impact:	None	Board Date:	June 21, 2021
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

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

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**BP 2431 Chancellor Selection**

**Reference:**

Title 5 Sections 53000 et seq.

ACCJC Accreditation Standards IV.B and IV.C.3 (formerly IV.B.1 and IV.B.1.j)

In the case of a Chancellor vacancy, the Board of Trustees (the "Board") shall establish a search process to fill the vacancy. The process shall be fair and open and comply with relevant regulations. The process shall also promote a policy of inclusion and encourage a diverse representation of candidates and applicants. Further, each vacancy for employment shall be selected from a pool of a minimum of three (3) finalists. Selection of the final candidates shall be submitted to the Board President for recommendation to the Board for a majority approval of the Board.

**Adopted:** October 8, 2012

**References Updated:** March 16, 2015

**Revised:** xxxxxxxx, 2021

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

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**BP 2760 Campaign Limitations**

**Reference(s):**

California Assembly Bill 571

~~Orange County Municipal Code Ordinance No. 19-002, Section 1-6-5~~

California Education Code 72029

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

The Board of Trustees recognize the community's interest to prevent corruption and avoid the appearance or perception of corruption with regard to large contributions from a small number of supporters for a candidate running to be elected to the Board of Trustees. The Board of Trustees further recognize that greater participation in the electoral process begins with a candidate's ability to fundraise from a larger group of individuals. To better promote the objective of fair elections, broader participation, and avoidance of corruption, the Board of Trustees also recognizes and makes reference to election procedures as codified in California Assembly Bill (AB 571) and California Education Code 72029 (Ed. Code 72029) to institute a District policy that imposes limitations on contributions to campaigns for elected district office.

~~Therefore, the Board of Trustees hereby institute a District policy to impose limitations on contributions to campaigns for elected District positions. Pursuant to Ed. Code 72029, the Board of Trustees has the authority to and hereby adopts its own campaign contribution limitations to mirror the State limits and adjustments as reflected in Assembly Bill 571. This will include the current State limitation of \$4,900 per election and subsequent adjustment for inflation every odd-numbered year, based on the Consumer Price Index.~~

Therefore, ~~N~~ no person, including individuals, corporations, other business entities, or political committees, shall contribute, and no candidate or elected Trustee shall seek, a contribution or contributions totaling more than ~~\$4,900 per election (with future limits adjusted for inflation)~~ ~~\$2,100.00~~ to the campaign of a candidate or elected Trustee seeking an elected ~~office position~~ of the District. This policy shall also apply for each ~~of the following~~ elections for which the ~~candidate person~~ is an elected Trustee of the District, or a candidate in a general election, special election or a recall election.

The contribution limit of ~~\$2,100.00~~ \$4,900.00 does not apply to the candidate's own monetary contributions to his or her own campaign, but will preclude a candidate from contributing more than the contribution limit to another candidate's campaign for an elected ~~office position~~ of the District. Further, a candidate's spouse ~~is shall~~ also ~~be~~ precluded from using their own separate property to exceed the contribution limit.

This policy shall further require that any candidate or elected Trustee for District office shall conform to all relevant campaign reporting requirements as required under California law, including, but not limited to, filing campaign finance disclosures and any other related reporting requirements. This policy requires that any campaign finances disclosures that are required to be filed with the California Secretary of State, the Orange County Registrar or anyone else shall also be required to be filed with the District and shall be due on the same dates as they are due to be filed with any other agency.

The Board of Trustees resolve that this policy requires that any contribution received by a candidate or elected Trustee in excess of the contribution limitation must be refused by that candidate or elected Trustee. Any excess contributions must be returned to the contributor within 10 days of receipt. Any improper solicitation, receipt, holding, or failure to return excess funds shall be considered a violation of this policy and shall subject the candidate or elected Trustee to administrative penalty upon election, including being banned from serving as an officer of the District, censure, or serving on any District committee. Violations of this policy, including without limitation, the failure to file any campaign finance reports shall be an ethics violation and also subject the violator to relevant penalties or Board action consistent with the Board's code of ethics and Board Policy 2715.

**Adopted:** April 12, 2021  
**Revised:** xxxxxxxx, 2021

**Rancho Santiago Community College District**  
**BOARD POLICY**  
Chapter 7  
Human Resources

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## **BP 7100 Commitment to Diversity**

### **References:**

Education Code Sections 87100 et seq.  
Title 5 Sections 53000 et seq.  
Accreditation Standard III.A. 4-11 and 12

~~The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and staff development processes that support the goals of equal opportunity and diversity, provide equal consideration for all qualified candidates.~~

The Rancho Santiago Community College District (RSCCD) declares its commitment to diversity, equity and inclusion and the fulfillment of its educational mission in order to build a strong shared community. The Rancho Santiago Community College District is deeply committed to building and promoting a diverse, inclusive, and anti-racist campus environment through education, research, community service, outreach, and workforce development. Rancho Santiago Community College District students will possess the knowledge and skills to help them thrive in a culturally diverse world.

The Rancho Santiago Community College District celebrates and values diversity and seeks to cultivate behaviors and attitudes that promote global awareness, inclusive sensibilities, and respect for the dignity of each individual regardless of race, religion, ethnicity, national origin, gender, sexual orientation, age, socio-economic status, culture, political conviction, physical ability, learning, and psychological differences. The Board recognizes that diversity, equity, and inclusion in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students and employees.

Diversity is a condition of broad inclusion in an employment environment that offers equal employment opportunity for all persons which includes principles of inclusion, social justice, equity, intercultural proficiency, and multiculturalism. Diversity requires both the presence, and the respectful treatment, of individuals from a wide range of ethnic, racial, age, national origin, religious, gender, sexual orientation, disability, and socio-economic backgrounds. The Board is strongly committed to hiring and staff development processes that support the goals of equal opportunity and diversity, equity, and inclusion, and provide equal consideration for all qualified candidates, and create an anti-racist academic and employment environment.



The Board is committed to employment processes that support the goals of equal opportunity and diversity and provide equal consideration for all qualified candidates. RSCCD employees shall actively promote diversity in recruitment and employment within the RSCCD. The District shall provide, as appropriate, professional development activities and training to promote an understanding of diversity, equity, and inclusion. Employment decisions, including but not limited to hiring, retention, assignment, transfer, evaluation, dismissal, compensation, and advancement for all position classifications shall be based on job-related criteria that are responsive to RSCCD's needs.

Nothing in this Board Policy shall authorize hiring and staff development processes that set numerical goals or quotas, or preferences, in conflict with state law.

**Adopted: October 28, 2013**

**Revised: xxxxxxxx, 2021**

**Rancho Santiago Community College District**  
**BOARD POLICY**  
Chapter 7  
Human Resources

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**BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW)**

**Reference(s):**

BP 7730 Communicable Disease

The Board authorizes the Chancellor to develop a plan to provide for the safe reopening of the Rancho Santiago Community College District (RSCCD) campuses, including, without limitation, the implementation of a mandatory SARS-CoV-2 vaccination program for all faculty, academic appointees, staff and other employees of RSCCD requiring access to RSCCD's facilities and programs in person. This mandatory program shall be contingent and effective upon the FDA's (United States Food and Drug Administration) full approval of at least one of the SARS-CoV-2 vaccines; however, in the interim, until such approval by the FDA, the Board supports RSCCD's strong encouragement and recommendation that all faculty, academic appointees, staff and other employees requiring access to RSCCD's facilities and programs in person receive a SARS-CoV-2 vaccine as soon as possible. The purpose of the program is to protect the health and safety of the RSCCD community who work, study or train in any of the RSCCD's locations as well as reduce the incidence of SARS-CoV-2 infection and resultant Coronavirus Disease (COVID-19) within the community.

Any faculty, academic appointees, staff and other employees of RSCCD who are currently not vaccinated and require in-person access to RSCCD's facilities and programs shall be required to participate in additional non-pharmaceutical safety and intervention practices as directed by the Chancellor to mitigate risk to COVID-19 within the RSCCD community.

The Chancellor shall establish administrative procedures to administer the mandatory program that comply with requirements established by the Education Code, the Health and Safety Code, the Occupational Safety and Health Administration, and the Center for Disease Control and Prevention. The administrative procedures shall further assure that the program, including any exceptions, exemptions and accommodations requested and/or provided pursuant to the program conform to all requirements established by the relevant law and regulations and as deemed appropriate by the Chancellor.

**Adopted: xxxxxxxx, 2021**

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**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC**

**June 21, 2021**

**MANAGEMENT**

*Appointment/Employment Agreement: Vice Chancellor, Business Services/Attachment #1*

Ingram, Iris I.  
Vice Chancellor, Business Services  
District

Effective: July 6, 2021  
Salary Placement: Step 3 \$245,132.20/Year

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and Iris I. Ingram (“Administrator”), on the other hand, hereby enter into this Classified Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”
2. **Position.** District hereby employs Administrator in the position of Vice Chancellor of Business Services (“Position”). Administrator is a “classified employee” as defined in sub-section “b” of Section 87001.5 of the *Education Code*, is an “classified administrator” as defined in sub-section “c” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.
3. **Term.** This agreement supersedes any and all prior written and oral agreements and shall be in effect for the two (2) year period beginning on July 6, 2021 and remain in effect until June 30, 2023, unless terminated sooner by the parties, or amended by the parties. If, prior to June 30 of the last year of this Agreement, the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement shall be automatically extended for an additional year. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. Such nonrenewal shall be at the sole discretion of the Board of Trustees acting with or without cause.
4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.
5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.
6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$245,132.20 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Cell Phone Allowance.** The District shall provide Administrator with a cellular phone, at the District's expense, while performing work for the District for the term of this Agreement. The District will not be responsible for any long-distance calls that are not work related or for non-work-related data usage charges. Administrator shall reimburse the District for any non-authorized charges.

9. **Relocation Reimbursement.** In the event the Administrator requires relocation from her current residence, the District shall pay the Administrator a one-time reimbursement up to \$10,000.00 limited only to the necessary costs and for the sole purpose of the Administrator's relocation for housing closer to the District.

10. **Mileage Reimbursement.** Because the Position requires attendance at various local professional activities on behalf of the District, Administrator shall be entitled to mileage reimbursement at the State imposed rate for mileage expended to attend meetings, conferences, and any other business related events and in accordance with the District's policy for management employees.

11. **Work Year.** Administrator is a full-time employee of the District with a work year of twelve (12) months per year. Administrator is entitled to be absent during District-designated holidays.

12. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

13. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than fifty four (54) days of unused vacation as of July 1 of any academic year.

14. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

15. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

16. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

17. **Tax-Sheltered Annuity.** During each academic year (July 1 through June 30) during the term of this Agreement, District shall contribute \$605.00 per month to a tax-sheltered annuity selected by Administrator.

18. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

19. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

20. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 22 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

21. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

22. **Dismissal or Imposition of Penalties During the Term of this Agreement.** If Tenured. Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

23. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

24. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 21 or 22 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

25. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

26. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

27. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

28. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

29. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation if unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

30. **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.



31. **Notice.** Any notice to be given by any of the Parties hereto may be effected (i) by personal delivery in writing, (ii) by delivery by any nationally recognized overnight carrier, or (iii) by mail, certified or registered and postage prepaid, with return receipt requested, and addressed to such Party as described below:

If to the District:

Rancho Santiago Community College District  
2323 N. Broadway, suite 410  
Santa Ana, CA 92706  
Attention: Chancellor Marvin Martinez

With a copy to:

The Vice Chancellor of Human Resources  
At the same address as above.

And:

AlvaradoSmith  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Attn: Ruben Smith, General Counsel

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

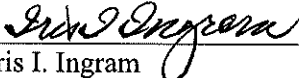
33. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

“Administrator”

“District”

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

  
Iris I. Ingram  
Dated: June 9, 2021

By: \_\_\_\_\_  
Name: Marvin Martinez  
Title: Chancellor  
Dated: June \_\_, 2021

## EXHIBIT "A"

**MUTUAL AGREEMENT TO BINDING ARBITRATION OF CLAIMS**

This Mutual Agreement to Binding Arbitration of Claims ("Arbitration Agreement") is entered into by and between Iris I. Ingram ("Employee") and Rancho Santiago Community College District (the "District") (each, a "Party", and collectively, the "Parties") as of the date set forth below. Employee and District recognize that differences may arise between them arising out of Employee's employment with the District. The Parties understand and agree that by entering into this Arbitration Agreement, each of them gains the benefits of a speedy, impartial, final, and binding dispute resolution procedure.

1. Claims Covered By This Arbitration Agreement. Employee and the District agree to arbitrate any claim, dispute, and/or controversy that either Employee may have against the District (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or the District may have against Employee, arising from, related to, or having any relationship or connection whatsoever with Employee's seeking employment, Employee's employment, or Employee's other association with the District. Included within the scope of this Arbitration Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise.

Both Employee and the District waive any right to pursue claims in arbitration (or in court or any other forum) on a class, collective, or representative basis. To the full extent permitted by law, all disputes between the Parties must be resolved on an individual basis only. In no circumstance shall an Arbitrator have authority to preside over any claim on a class, collective, or representative basis. Any dispute over the enforceability of this Agreement, including but not limited to the Parties' waiver of their right to pursue claims on a class, collective, or representative basis, shall be resolved by the court and not an Arbitrator.

This waiver does not apply to Employee's right to bring a representative action in court (but not in arbitration) under the California Labor Code Private Attorneys General Act of 2004 or other, similar laws which permit employees to bring a representative action to recover civil penalties and other relief that are otherwise only recoverable by the State of California acting through any of its departments, divisions, commissions, boards, agencies or employees.

2. Claims Not Covered By This Arbitration Agreement. This Arbitration Agreement expressly does not cover, and does not apply to, claims arising under the National Labor Relations Act which are actually brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or as otherwise required by state or federal law. In the event it is determined that one or more of Employee's claims against the District are not arbitrable, the Parties agree that the arbitrable claims will be resolved first pursuant to this Arbitration Agreement, and any non-arbitrable claims shall be stayed pending the resolution of the arbitrable claims. Nothing herein shall prevent Employee from filing and pursuing proceedings before the California Department of Fair Employment and Housing, the United States Equal Employment Opportunity Commission, the National Labor Relations Board, or other similar administrative agency (although if Employee

chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Arbitration Agreement). This Arbitration Agreement does not cover any small claims action which either Employee or the District actually bring pursuant to California Code of Civil Procedure § 116.110 et seq., as well as any claim requiring injunctive relief.

3. Notice. The District and Employee agree that the aggrieved Party must give written notice of any claim to the other Party as provided in the Educational Administrator Employment Agreement executed concurrently herewith (the "Agreement"). Employee may also be given notice at the last known address Employee provided to the District. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based and the relief or remedy sought.

4. Rules Governing Arbitration. Except as provided in this Arbitration Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Arbitration Agreement.

5. Arbitration Procedures. The District and Employee agree that, except as provided in this Arbitration Agreement, any arbitration shall be held by the Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Employment Arbitration Rules and Procedures then in effect. The Employment Arbitration Rules and Procedures of JAMS may be obtained at: <http://www.jamsadr.com/rules-employment-arbitration/>. Employee may also obtain a copy of these arbitration rules from the District. The Parties agree that the aggrieved Party must file his/her/its claim for arbitration with JAMS no later than the applicable statute of limitations as may be prescribed by law. Otherwise, the claim shall be void and deemed waived.

The arbitrator selected shall be a retired California Superior Court Judge (the "Arbitrator"). The arbitration shall take place in or near the city in which Employee worked as an employee with the District.

All California rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. The Parties shall conduct discovery in accordance with JAMS' Employment Rules and Procedures then in effect. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which Employee worked as an employee with the District, or federal law, or both, as applicable to the claim(s). The Arbitrator is without jurisdiction to apply any different substantive law or law of remedies (including but not limited to, notions of "just cause") other than such controlling law. The Arbitrator shall have the power to award any type of relief available in a court of competent jurisdiction including, but not limited to, attorney's fees and costs, to the extent such relief is available under law. In any arbitration arising out of or related to this Arbitration Agreement, the Arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages. Either Party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic and/or video record of the proceedings. Should any Party refuse or neglect to appear for, or participate in, the arbitration hearing, the Arbitrator shall have the authority to decide the dispute based upon whatever evidence is presented.

The Arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. All communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). The Parties shall maintain the confidentiality of the arbitration proceeding and any award made by the Arbitrator, except as may be necessary to prepare for or conduct the arbitration, or except as may be necessary in connection with confirming an award, a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Either Party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator. The Arbitrator's decision shall include a written, reasoned opinion. The Arbitrator's decision shall be final and binding upon the Parties. Employee agrees and understands that any relief or recovery to which Employee is entitled from any claims arising out of employment shall be limited to that awarded by the Arbitrator.

Proceedings to enforce, confirm, modify or vacate an award will be controlled by and conducted in conformity with the Federal Arbitration Act, or applicable state law. The Parties shall be deemed to have consented that judgment upon the award may be entered in any court having jurisdiction thereof.

6. Arbitration Fees and Costs. The District will be responsible for paying any filing fee and the fees and costs of the Arbitrator; provided, however, that if Employee is the Party initiating the claim, he/she will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the California county in which he/she is (or was last) employed. Each Party shall pay for its own costs and attorney's fees in connection with litigating a dispute subject to this Arbitration Agreement; however, the Arbitrator may award a Party its attorney's fees and costs if the Arbitrator determines such Party is a prevailing party under applicable statutory law.

7. Requirements for Modification or Revocation. The Parties agree that this Arbitration Agreement shall survive the termination of Employee's employment with the District. It can only be revoked or modified by a writing signed by the Parties which specifically states the intent to revoke or modify this Arbitration Agreement.

8. Sole and Entire Agreement. This is the complete agreement of the Parties on the subject of arbitration of disputes. This Arbitration Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. No Party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Arbitration Agreement, except as specifically set forth in this Arbitration Agreement.

9. Construction. Should any portion of this Arbitration Agreement be declared or determined by any court or arbitrator to be illegal, invalid or unenforceable, the illegal, invalid, or unenforceable portion of this Arbitration Agreement shall be interpreted as narrowly as possible and shall be deemed stricken and severed from this Arbitration Agreement, and all other parts, terms, provisions and portions of this Arbitration Agreement shall remain unaffected and shall be given full force and effect.

10. Consideration. The promises by the District and by Employee to arbitrate differences, rather than litigate them before courts or other bodies, as well as Employee’s employment with the District, provide consideration for each other.

11. Not an Employment Agreement. Employee understands that this Arbitration Agreement is not, and shall not be construed to create, any contract of employment.

12. Voluntary Agreement. Employee acknowledges that he/she has carefully read this Arbitration Agreement, that he/she understands its terms, that all the terms between Employee and the District covered in the Arbitration Agreement are contained in it, and that he/she has entered into the Arbitration Agreement voluntarily and not in reliance on any promises or representations by the District other than those contained in the Arbitration Agreement itself. Employee understands that by signing this Arbitration Agreement, Employee is giving up the right to a jury trial.

Employee further acknowledges that he/she has been given the opportunity to discuss this Arbitration Agreement with private legal counsel and has taken advantage of that right to the extent he/she wishes to do so.

“Employee”

“District”

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

Iris I. Ingram  
Iris I. Ingram  
Dated: June 9, 2021

By: \_\_\_\_\_  
Name: Marvin Martinez  
Title: Chancellor  
Dated: June \_\_, 2021

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC**

**June 21, 2021**

**MANAGEMENT**

*Appointment/Employment Agreement: Vice Chancellor, Human Resources/Attachment #1*

Hou, Cheng Yu  
Vice Chancellor, Human Resources  
District

Effective: July 6, 2021  
Salary Placement: Step 4 \$257,388.81/Year

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and Cheng Yu Hou (“Administrator”), on the other hand, hereby enter into this Classified Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”
  
2. **Position.** District hereby employs Administrator in the position of Vice Chancellor of Human Resources (“Position”). Administrator is a “classified employee” as defined in sub-section “b” of Section 87001.5 of the *Education Code*, is an “classified administrator” as defined in sub-section “c” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.
  
3. **Term.** This agreement supersedes any and all prior written and oral agreements and shall be in effect for the two (2) year period beginning on July 6, 2021 and remain in effect until June 30, 2023, unless terminated sooner by the parties, or amended by the parties. If, prior to June 30 of the last year of this Agreement, the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement shall be automatically extended for an additional year. Any notice of non-employment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement. Such nonrenewal shall be at the sole discretion of the Board of Trustees acting with or without cause.
  
4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.
  
5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.
  
6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$257,388.81 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Cell Phone Allowance.** The District shall provide Administrator with a cellular phone, at the District's expense, while performing work for the District for the term of this Agreement. The District will not be responsible for any long-distance calls that are not work related or for non-work-related data usage charges. Administrator shall reimburse the District for any non-authorized charges.

9. **Relocation Reimbursement.** In the event the Administrator requires relocation from his current residence, the District shall pay the Administrator a one-time reimbursement up to \$10,000.00 limited only to the necessary costs and for the sole purpose of the Administrator's relocation for housing closer to the District.

10. **Mileage Reimbursement.** Because the Position requires attendance at various local professional activities on behalf of the District, Administrator shall be entitled to mileage reimbursement at the State imposed rate for mileage expended to attend meetings, conferences, and any other business related events and in accordance with the District's policy for management employees.

11. **Work Year.** Administrator is a full-time employee of the District with a work year of twelve (12) months per year. Administrator is entitled to be absent during District-designated holidays.

12. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

13. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than fifty four (54) days of unused vacation as of July 1 of any academic year.

14. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

15. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.



16. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

17. **Tax-Sheltered Annuity.** During each academic year (July 1 through June 30) during the term of this Agreement, District shall contribute \$605.00 per month to a tax-sheltered annuity selected by Administrator.

18. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

19. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

20. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 22 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

21. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

22. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

23. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

24. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 21 or 22 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

25. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

26. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

27. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

28. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

29. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration and Mediation Services (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

30. **Governing Law.** This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.

31. **Notice.** Any notice to be given by any of the Parties hereto may be effected (i) by personal delivery in writing, (ii) by delivery by any nationally recognized overnight carrier, or (iii) by mail, certified or registered and postage prepaid, with return receipt requested, and addressed to such Party as described below:

If to the District:

Rancho Santiago Community College District  
2323 N. Broadway, suite 410  
Santa Ana, CA 92706  
Attention: Chancellor Marvin Martinez

With a copy to:

The Vice Chancellor of Human Resources  
At the same address as above.

And:

AlvaradoSmith  
1 MacArthur Place, Suite 200  
Santa Ana, CA 92707  
Attn: Ruben Smith, General Counsel

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


33. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

“Administrator”

“District”

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

  
\_\_\_\_\_  
Cheng Yu Hou  
Dated: June \_\_, 2021

By: \_\_\_\_\_  
Name: Marvin Martinez  
Title: Chancellor  
Dated: June \_\_, 2021

## EXHIBIT "A"

**MUTUAL AGREEMENT TO BINDING ARBITRATION OF CLAIMS**

This Mutual Agreement to Binding Arbitration of Claims ("Arbitration Agreement") is entered into by and between Cheng Yu Hou ("Employee") and Rancho Santiago Community College District (the "District") (each, a "Party", and collectively, the "Parties") as of the date set forth below. Employee and District recognize that differences may arise between them arising out of Employee's employment with the District. The Parties understand and agree that by entering into this Arbitration Agreement, each of them gains the benefits of a speedy, impartial, final, and binding dispute resolution procedure.

1. Claims Covered By This Arbitration Agreement. Employee and the District agree to arbitrate any claim, dispute, and/or controversy that either Employee may have against the District (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or the District may have against Employee, arising from, related to, or having any relationship or connection whatsoever with Employee's seeking employment, Employee's employment, or Employee's other association with the District. Included within the scope of this Arbitration Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise.

Both Employee and the District waive any right to pursue claims in arbitration (or in court or any other forum) on a class, collective, or representative basis. To the full extent permitted by law, all disputes between the Parties must be resolved on an individual basis only. In no circumstance shall an Arbitrator have authority to preside over any claim on a class, collective, or representative basis. Any dispute over the enforceability of this Agreement, including but not limited to the Parties' waiver of their right to pursue claims on a class, collective, or representative basis, shall be resolved by the court and not an Arbitrator.

This waiver does not apply to Employee's right to bring a representative action in court (but not in arbitration) under the California Labor Code Private Attorneys General Act of 2004 or other, similar laws which permit employees to bring a representative action to recover civil penalties and other relief that are otherwise only recoverable by the State of California acting through any of its departments, divisions, commissions, boards, agencies or employees.

2. Claims Not Covered By This Arbitration Agreement. This Arbitration Agreement expressly does not cover, and does not apply to, claims arising under the National Labor Relations Act which are actually brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or as otherwise required by state or federal law. In the event it is determined that one or more of Employee's claims against the District are not arbitrable, the Parties agree that the arbitrable claims will be resolved first pursuant to this Arbitration Agreement, and any non-arbitrable claims shall be stayed pending the resolution of the arbitrable claims. Nothing herein shall prevent Employee from filing and pursuing proceedings before the California Department of Fair Employment and Housing, the United States Equal Employment Opportunity Commission, the National Labor Relations Board, or other similar administrative agency (although if Employee

chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Arbitration Agreement). This Arbitration Agreement does not cover any small claims action which either Employee or the District actually bring pursuant to California Code of Civil Procedure § 116.110 et seq., as well as any claim requiring injunctive relief.

3. Notice. The District and Employee agree that the aggrieved Party must give written notice of any claim to the other Party as provided in the Educational Administrator Employment Agreement executed concurrently herewith (the "Agreement"). Employee may also be given notice at the last known address Employee provided to the District. The written notice shall identify and describe the nature of all claims asserted and the facts upon which such claims are based and the relief or remedy sought.

4. Rules Governing Arbitration. Except as provided in this Arbitration Agreement, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings pursuant to this Arbitration Agreement.

5. Arbitration Procedures. The District and Employee agree that, except as provided in this Arbitration Agreement, any arbitration shall be held by the Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Employment Arbitration Rules and Procedures then in effect. The Employment Arbitration Rules and Procedures of JAMS may be obtained at: <http://www.jamsadr.com/rules-employment-arbitration/>. Employee may also obtain a copy of these arbitration rules from the District. The Parties agree that the aggrieved Party must file his/her/its claim for arbitration with JAMS no later than the applicable statute of limitations as may be prescribed by law. Otherwise, the claim shall be void and deemed waived.

The arbitrator selected shall be a retired California Superior Court Judge (the "Arbitrator"). The arbitration shall take place in or near the city in which Employee worked as an employee with the District.

All California rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure § 631.8 shall apply and be observed. The Parties shall conduct discovery in accordance with JAMS' Employment Rules and Procedures then in effect. The Arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which Employee worked as an employee with the District, or federal law, or both, as applicable to the claim(s). The Arbitrator is without jurisdiction to apply any different substantive law or law of remedies (including but not limited to, notions of "just cause") other than such controlling law. The Arbitrator shall have the power to award any type of relief available in a court of competent jurisdiction including, but not limited to, attorney's fees and costs, to the extent such relief is available under law. In any arbitration arising out of or related to this Arbitration Agreement, the Arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages. Either Party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic and/or video record of the proceedings. Should any Party refuse or neglect to appear for, or participate in, the arbitration hearing, the Arbitrator shall have the authority to decide the dispute based upon whatever evidence is presented.

The Arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. All communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). The Parties shall maintain the confidentiality of the arbitration proceeding and any award made by the Arbitrator, except as may be necessary to prepare for or conduct the arbitration, or except as may be necessary in connection with confirming an award, a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Either Party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator. The Arbitrator's decision shall include a written, reasoned opinion. The Arbitrator's decision shall be final and binding upon the Parties. Employee agrees and understands that any relief or recovery to which Employee is entitled from any claims arising out of employment shall be limited to that awarded by the Arbitrator.

Proceedings to enforce, confirm, modify or vacate an award will be controlled by and conducted in conformity with the Federal Arbitration Act, or applicable state law. The Parties shall be deemed to have consented that judgment upon the award may be entered in any court having jurisdiction thereof.

6. Arbitration Fees and Costs. The District will be responsible for paying any filing fee and the fees and costs of the Arbitrator; provided, however, that if Employee is the Party initiating the claim, he/she will contribute an amount equal to the filing fee to initiate a claim in the court of general jurisdiction in the California county in which he/she is (or was last) employed. Each Party shall pay for its own costs and attorney's fees in connection with litigating a dispute subject to this Arbitration Agreement; however, the Arbitrator may award a Party its attorney's fees and costs if the Arbitrator determines such Party is a prevailing party under applicable statutory law.

7. Requirements for Modification or Revocation. The Parties agree that this Arbitration Agreement shall survive the termination of Employee's employment with the District. It can only be revoked or modified by a writing signed by the Parties which specifically states the intent to revoke or modify this Arbitration Agreement.

8. Sole and Entire Agreement. This is the complete agreement of the Parties on the subject of arbitration of disputes. This Arbitration Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. No Party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Arbitration Agreement, except as specifically set forth in this Arbitration Agreement.

9. Construction. Should any portion of this Arbitration Agreement be declared or determined by any court or arbitrator to be illegal, invalid or unenforceable, the illegal, invalid, or unenforceable portion of this Arbitration Agreement shall be interpreted as narrowly as possible and shall be deemed stricken and severed from this Arbitration Agreement, and all other parts, terms, provisions and portions of this Arbitration Agreement shall remain unaffected and shall be given full force and effect.

10. Consideration. The promises by the District and by Employee to arbitrate differences, rather than litigate them before courts or other bodies, as well as Employee’s employment with the District, provide consideration for each other.

11. Not an Employment Agreement. Employee understands that this Arbitration Agreement is not, and shall not be construed to create, any contract of employment.

12. Voluntary Agreement. Employee acknowledges that he/she has carefully read this Arbitration Agreement, that he/she understands its terms, that all the terms between Employee and the District covered in the Arbitration Agreement are contained in it, and that he/she has entered into the Arbitration Agreement voluntarily and not in reliance on any promises or representations by the District other than those contained in the Arbitration Agreement itself. Employee understands that by signing this Arbitration Agreement, Employee is giving up the right to a jury trial.

Employee further acknowledges that he/she has been given the opportunity to discuss this Arbitration Agreement with private legal counsel and has taken advantage of that right to the extent he/she wishes to do so.

“Employee”

“District”

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT



\_\_\_\_\_  
Cheng Yu Hou  
Dated: June 9, 2021

By: \_\_\_\_\_  
Name: Marvin Martinez  
Title: Chancellor  
Dated: June \_\_, 2021

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC**

**June 21, 2021**

**FACULTY**

*2021/2022 CEFA Permanent Hourly Salary Schedule Effective August 16, 2021/Attachment #1*



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2021/2022 CEFA PERMANENT HOURLY SALARY SCHEDULE**  
 EFFECTIVE AUGUST 16, 2021

<b>INSTRUCTION</b>	Column I LESS THAN MASTER'S	Column II MASTER'S	Column III MASTER'S + 30
<b>STEP</b>			
1			
2			
3	\$54.37	\$55.72	\$57.13
4	\$55.72	\$57.13	\$58.56
5	\$57.13	\$58.56	\$60.02
6	\$58.56	\$60.02	\$61.52

Non-credit counselor's salary paid by the district during 2008-2009 shall continue at that same rate until the schedule below increases to the 2008-2009 rate of pay. If any of the non-credit counselors leave the unit and return at a later date, their rate of pay will continue at what is was as of 2008-2009, or the schedule below, whichever is greater.

<b>COUNSELING</b>	Column I LESS THAN MASTER'S	Column II MASTER'S	Column III MASTER'S + 30
<b>STEP</b>			
1			
2			
3	\$46.21	\$47.36	\$48.55
4	\$47.36	\$48.55	\$49.77
5	\$48.55	\$49.77	\$51.02
6	\$49.77	\$51.02	\$52.29

<b>NON-INSTRUCTION</b>	Column I LESS THAN MASTER'S	Column II MASTER'S	Column III MASTER'S + 30
<b>STEP</b>			
1			
2			
3	\$27.18	\$27.87	\$28.56
4	\$27.87	\$28.56	\$29.28
5	\$28.56	\$29.28	\$30.01
6	\$29.28	\$30.01	\$30.77

<b>COORDINATION OR CURRICULUM DEVELOPMENT</b>	Column I LESS THAN MASTER'S	Column II MASTER'S OR GREATER
<b>STEP</b>		
1	\$44.21	\$45.32

Placement on Salary Schedules

New unit members shall be placed on Step 3 of the appropriate class. Advancement to the next step shall occur upon completion of three (3) semesters of service. A semester of service means that a unit member teaches at least 75% of the semester length. Continuing unit members shall receive a step advancement upon completion of three (3) semesters of service subsequent to their last step advancement.

Time worked as a substitute, summer school unit member, site administrator or in the credit program shall not count toward step placement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

June 21, 2021

MANAGEMENT

2021/2022 Administrator/Academic Supervisor Step Increases/Attachment #1

2021/2022 Management/Supervisory/Confidential Step Increases/Attachment #2

Extension of Interim Assignment

Alonzo, Joseph A.  
Interim Dean, Instruction & Student  
Student Services  
Continuing Education Division  
Santiago Canyon College

Effective: July 1, 2021 – June 30, 2022  
Salary Placement: B-A \$145,088.67/Year

Alvano, Patricia G.  
Interim Registrar  
Continuing Education Division  
Santiago Canyon College

Effective: July 1, 2021 – June 30, 2022  
Salary Placement: G-5 \$134,716.83/Year

Armstrong, Joanne L.  
Interim Dean  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College

Effective: July 1, 2021 – August 31, 2021  
Salary Placement: B-1 \$159,960.27/Year

Bailey, Denise E.  
Interim Dean  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: July 1, 2021 – June 30, 2022  
Salary Placement: B-5 \$194,432.70/Year

Chavez, Lorena N.  
Interim Dean, Instruction & Student  
Student Services  
Continuing Education Division  
Santa Ana College

Effective: July 1, 2021 – June 30, 2022  
Salary Placement: B-A \$145,088.67/Year

Covarrubias, Deisy D.  
Interim Associate Dean  
Student Development & Deputy Title IX Coordinator  
Student Services  
Santiago Canyon College

Effective: July 1, 2021 – June 30, 2022  
Salary Placement: D-3 \$134,000.52/Year

**MANAGEMENT (CONT'D)**

*Extension of Interim Assignment (cont'd)*

Dulla, Joseph M.  
Interim Associate Dean  
Fire Technology  
Human Services & Technology Division  
Santa Ana College

Effective: July 1, 2021 – December 31, 2021  
Salary Placement: D-4 \$159,776.02/Year

Estrada, Brenda  
Interim Associate Dean  
Student Development  
Student Services  
Santa Ana College

Effective: May 24, 2021 – June 30, 2021  
Salary Placement: D-1 \$121,542.42/Year

Estrada, Brenda  
Interim Associate Dean  
Student Development  
Student Services  
Santa Ana College

Effective: July 1, 2021 – June 30, 2022  
Salary Placement: D-A \$125,888.69/Year

Gascon, Christine M.  
Interim Dean, Instruction & Student Services  
Continuing Education Division  
Santiago Canyon College

Effective: July 1, 2021 – August 31, 2021  
Salary Placement: B-2 \$167,958.28/Year  
(Plus 5% for Special Assignment/Pilot Program)

Hoeger, Jennifer L.  
Interim Director, Special Programs  
Continuing Education Division  
Santiago Canyon College

Effective: July 1, 2021 – June 30, 2022  
Salary Placement: Grade H, Step A \$94,814.33/Year

Jones, Stephanie  
Dean, Instruction and Student Services  
Continuing Education Division  
Educational Services

Effective: July 1, 2021 – June 30, 2022  
Salary Placement: B-1 \$159,960.27/Year  
(Plus 5% for Special Assignment/Pilot Program)

Jordan, Loretta  
Interim Dean  
Enrollment & Support Services  
Santiago Canyon College

Effective: July 1, 2021 – June 30, 2022  
Salary Placement: B-4 \$185,174.00/Year

Kennedy, James  
Vice President, Continuing Education  
Division (CEC/OEC)  
Educational Services

Effective: July 1, 2021 – June 30, 2022  
Salary Placement: A-5 \$207,721.00/Year  
(Plus 5% for Special Assignment/Pilot Program)

**MANAGEMENT (CONT'D)**

Extension of Interim Assignment (cont'd)

Lloyd, Roger  
Interim Director of Special Programs  
Small Business Development Center  
District

Effective: July 1, 2021 – June 30, 2022  
Salary Placement: H-1 \$94,814.33/Year

Lucarelli, Phyllis A.  
Interim Executive Assistant to  
the Board of Trustees  
District

Effective: July 1, 2021 – September 30, 2021  
Hourly Rate: K-1 \$38.62/Hour

Quimzon, Eden  
Interim Executive Director, Adult  
Education Block  
Continuing Education Division  
Santiago Canyon College

Effective: July 1, 2021 – August 31, 2021  
Salary Placement: C-2 \$156,447.80/Year

Rabii-Rakin, Narges  
Interim Chief Advisor, Academic  
& Diversity Programs  
Executive Division  
District

Effective: July 1, 2021 – August 31, 2021  
Salary Placement: A-5 \$207,721.00/Year

Ramsey, Fred  
Interim Director, Fire Instruction  
Fire Technology  
Human Services & Technology Division  
Santa Ana College

Effective: July 1, 2021 – December 31, 2021  
Salary Placement: H-B \$99,554.38/Year

Stringer, Martin  
Interim Vice President  
Academic Affairs  
Santiago Canyon College

July 1, 2021 – January 2, 2022  
Salary Placement: A-5 \$207,721.00

Interim Assignment

Canett, Mark  
Interim Director of Special Programs  
Veteran's Resource Center  
Student Services  
Santa Ana College

Effective; May 24, 2021 – June 30, 2021  
Hourly Rate: H-1 \$44.09

**MANAGEMENT (CONT'D)**

Interim Assignment (cont'd)

Canett, Mark  
Interim Director of Special Programs  
Veteran's Resource Center  
Student Services  
Santa Ana College

Effective; July 1, 2021 – December 31, 2021  
Hourly Rate: H-1 \$45.41

Jensen, Michael H.  
Lieutenant District Safety & Security

Effective: July 1, 2021 – August 31, 2021  
Salary Placement: H-3 \$115,245.53/Year

Prado, Francisco O.  
Lieutenant District Safety & Security

Effective: July 1, 2021 – August 31, 2021  
Salary Placement: H-3 \$115,245.53/Year

**FACULTY**

2021/2022 CSEA 888 Contract Step Increases/Attachments #3

2021/2022 FARSCCD 175 Day/10 Month Contract Step Increases/Attachment #4

2021/2022 FARSCCD 192 Day/12 Month Contract Step Increases/Attachment #5

2021/2022 FARSCCD Contract Coach Stipends/Attachment #6

2021/2022 FARSCCD Contract Coordinator Stipends/Attachment #7

2021/2022 CSEA 888 Contract Stipends/Attachment #8

2021/2022 FARSCCD Contract Extension Days/Attachment #9

Additional 2020/2021 Contract Extension Days

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

Effective: June 1, 2021 – June 30, 2021  
From: 10 Contract Extension Days  
To: 24 Contract Extension Days  
Contract Extension Rate: VII-A \$629.66/Day

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

Effective: June 1, 2021 – June 30, 2021  
From: 10 Contract Extension Days  
To: 24 Contract Extension Days  
Contract Extension Rate: III-15 \$530.28/Day

Mirbeik Sabzevery, Mohammadreza  
Associate Professor, Mathematics-Basic Skills  
Continuing Education/CEC  
Santa Ana College

Effective: July 1, 2020 – June 30, 2021  
From: 1 Contract Extension Day  
To: 3 Contract Extension Days  
Contract Extension Rate: III-13 \$501.13/Day

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires

Argerich, Christina N. Effective: June 1, 2021  
Instructor, High School Subjects/Bridge Hourly Lecture Rate: II-3 \$53.19  
Continuing Education Division (CEC)  
Santa Ana College

Elliott, Sean R. Effective: June 9, 2021  
Instructor, Criminal Justice/Police, Recruit Training Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01  
Staff – Law Enforcement  
Human Services & Technology Division  
Santa Ana College

Fessenden, Michael L. Effective: May 25, 2021  
Instructor, Criminal Justice/Behavioral Health Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86  
Human Services & Technology Division  
Santa Ana College

Limas, Iliana G. Effective: June 14, 2021  
Counselor, Pathways to Teaching Counseling Rate: II-3 \$56.54  
Counseling Division  
Santiago Canyon College

Luke, Becki J. Effective: June 1, 2021  
Instructor, Medical Assistant Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01  
Science, Mathematics, & Health Services Division  
Santa Ana College

Mette, John C. Effective: June 7, 2021  
Instructor, Criminal Justice/Basic Mobile Field Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01  
Force/Less Lethal/Learning Domain #39  
Human Services & Technology Division  
Santa Ana College

Mundia, Bryan J. Effective: June 14, 2021  
Instructor, Survey Mapping Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01  
Business and Career Education Division  
Santiago Canyon College

Nguyen, Joey C. Effective: August 16, 2021  
Instructor, Nursing Science/Clinical Practice Hourly Lecture/Lab Rates: I-3 \$65.88/\$59.29  
Science, Mathematics, & Health Services Division  
Santa Ana College

**FACULTY (CONT'D)**

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

Olson, Tabitha A.  
Instructor, Nursing Science/Clinical Practice  
Science, Mathematics & Health Sciences Division  
Santa Ana College

Effective: August 16, 2021  
Hourly Lecture/Lab Rates: I-3 \$65.88/\$59.29

Pham, Binh T.  
Instructor, Nursing Science/Clinical Practice  
Science, Mathematics & Health Sciences Division  
Santa Ana College

Effective: August 16, 2021  
Hourly Lecture/Lab Rates: I-3 \$65.88/\$59.29

Pitchford, Antoinette  
Instructor, Fire Technology/Wellness Instructor  
Human Services & Technology Division  
Santa Ana College

Effective: March 26, 2021  
Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86

White, Anthony  
Coach, Intercollegiate Athletics/Football  
Kinesiology, Health & Athletics Division  
Santa Ana College

Effective: June 14, 2021  
Hourly Lab Rate: IV-3 \$66.00

*Non-Paid Instructors of Record*

Dunphy, Matthew B.  
Instructor, Apprenticeship/Carpentry  
Instructor Service Agreement with Southwest  
Carpenters Training Fund (equivalency)  
Business & Career Education Division  
Santiago Canyon College

Effective: June 14, 2021

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT      ATTACHMENT #1**  
**2021/2022 ADMINISTRATOR AND ACADEMIC SUPERVISOR**  
**STEP INCREASES**  
**EFFECTIVE JULY 1, 2021**

LAST NAME	FIRST NAME	SITE	GRADE	CURRENT STEP	NEW/ADJ STEP	CURRENT SALARY	NEW/ADJ SALARY	CLASS
Arteaga	Elizabeth	SCC	B	2	1	\$147,905.93	\$159,960.27	Mgmt
Cowan	Jerelyn	SAC	J	5	4	\$100,278.13	\$108,450.79	Mgmt
Davis	Adriene L.	DO	A	5	4	\$182,921.43	\$197,829.53	Mgmt
Dela Cruz	Maria	SAC	B	3	2	\$155,301.23	\$167,958.28	Mgmt
Dower	Kellori R.	SAC	B	6	5	\$179,780.58	\$194,432.70	Mgmt
Eidgahy	Saeid	SAC	B	6	5	\$179,780.58	\$194,432.70	Mgmt
Gonzalez	Yezid H.	DO	A	6	5	\$192,067.50	\$207,721.00	Mgmt
Hegarty	Mary E.	SAC	F	4	3	\$120,008.43	\$129,778.91	Mgmt
Jones	Stephanie	CEC	B	2	1	\$147,905.93	\$159,960.27	Mgmt
Kruizenga	Alicia M.	SAC	B	5	4	\$171,219.60	\$185,174.00	Mgmt
Linnell	Janneth P.	DO	C	6	5	\$167,459.91	\$181,107.90	Mgmt
Manning	R. Douglas	SAC	B	3	2	\$155,301.23	\$167,958.28	Mgmt
Nguyen	Tuyen K.	SCC	E	6	5	\$142,379.60	\$146,650.99	Mgmt
Ortiz	Fernando	SAC	B	6	5	\$179,780.58	\$194,432.70	Mgmt
Pham	My Le T.	DO	F	3	2	\$114,295.64	\$123,608.68	Mgmt
Santoyo	Sarah R.	DO	A	3	2	\$165,915.13	\$179,437.21	Mgmt
Sergeyeva	Larisa	SAC	B	3	2	\$155,301.23	\$167,958.28	Mgmt
Soto	Armando	SAC	D	6	5	\$155,122.35	\$167,764.82	Mgmt
Voelcker	Aaron J.	SCC	B	6	5	\$179,780.58	\$194,432.70	Mgmt
Winchell	Tim	SAC	D	5	4	\$147,735.57	\$159,776.02	Mgmt
Winter	Alistair M.	DO	A	4	3	\$174,210.88	\$188,409.07	Mgmt



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT					
Management/Supervisory/Confidential - Step Increases					
Effective July 1, 2021					
Note: A Management/Supervisory/Confidential employee must be employed or receive a promotion before January 1st of a fiscal year to receive a step increment on July 1st of the next fiscal year. (Reference, Section 7131 of the Board Policy)					
NAME	Grade	Step	Current Rate	New/Adjusted Step	New Rate 3% 7/1/21
ADAMS, JENNIE	F	2	\$108,847.32	1	\$ 117,724.51
ALMARA, ERIKA	E	6	\$142,379.60	5	\$ 153,983.54
ALONZO, JOSEPH	H	5	\$111,888.86	4	\$ 121,007.81
BROWN, THURMAN	D	3	\$134,000.52	2	\$ 144,921.57
CHAVEZ, LORENA	H	3	\$101,481.53	2	\$ 109,756.34
COSSIO MUNIZ, RUTH	C	5	\$159,485.63	4	\$ 172,483.71
CRETE, JESSICA	F	2	\$108,847.32	1	\$ 117,724.51
CUELLAR, ESTELA	H	2	\$96,654.74	1	\$104,525.98
DALAUIDAO HERMSEN, JOY	C	2	\$137,769.68	1	\$148,997.92
DUENEZ, PATRICIA	M	3	\$78,352.60	2	\$84,734.95
ESTRADA, BRENDA	H	4	\$106,559.55	3	\$115,245.53
GARCIA, ELVIA	M	6	\$90,698.50	5	\$98,090.53
LAW, MARY	H	2	\$96,654.74	1	\$104,525.98
MELENDEZ, LINDA	F	5	\$125,998.94	4	\$136,267.84
NGUYEN, THAO T	G	6	\$124,564.80	5	\$134,716.83
ODEGARD, ESTHER	M	5	\$86,379.61	4	\$93,419.55
PEREZ, LAKYSHIA	H	2	\$96,654.74	1	\$104,525.98
PHAM, NGA T.	C	5	\$159,485.63	4	\$172,483.71
RANDOLPH, SHELLY	G	5	\$118,633.14	4	\$128,301.74
REYNOSO, MARK	G	2	\$102,473.30	1	\$110,818.76
SCHUMACHER, LEISA	M	5	\$86,379.61	4	\$93,419.55
STEFFENS, JOHN	D	4	\$140,700.55	3	\$152,167.64
TANNER, NANCY	G	2	\$102,473.30	1	\$110,818.76
TORRES, JETZAMINA	H	4	\$106,559.55	3	\$115,245.53
TRAN, KIEU LOAN	H	1	\$92,052.75	B	\$99,554.38
WARD, ROBERT	O	2	\$68,408.12	1	\$73,988.15

Board Approved: June 21, 2021

**2021/2022 CSEA 888 CONTRACT STEP INCREASES**  
Effective July 1, 2021

ATTACHMENT #3

NAME	CTR/SITE	GRADE	20/21 STEP	21/22 STEP	19/20 SALARY	21/22 SALARY
Abramovitz, Julieta	DO	MT/BA (2)	4	5	\$47,988.14	\$48,911.54
Benavente, Nicole	SAC ECEC	MT/BA (2)	6	7	\$49,834.96	\$50,757.21
Candela, Catherine	DO	MT/BA (2)	9	10	\$52,604.06	\$53,527.50
Cervantes, Isela	EHS/DO	MT/BA (2)	9	10	\$52,604.06	\$53,527.50
Chavez, Erika	SCC	MT/AA (1)	6	7	\$47,768.36	\$48,690.63
Covarrubias-Vargas, Julisa	DO	MT/BA (2)	5	6	\$48,911.54	\$49,834.96
Escalera, Juana	SAC ECEC	MT/BA (2)	8	9	\$51,678.31	\$52,604.06
Escobar Pacheco, Ximena	SAC EAST	MT/BA (2)	4	5	\$47,988.14	\$48,911.54
Hernandez Morales, Nery	SAC EAST	MT/MA (3)	2	3	\$48,310.72	\$49,234.15
Iniguez, Imelda	SAC ECEC	MT/BA (2)	11	12(M)	\$54,449.74	\$55,373.16
Jorquera, Paz	SAC ECEC	MT/AA (1)	10	11	\$51,458.56	\$52,384.32
Le, Vy	SAC ECEC	MT/BA (2)	4	5	\$47,988.14	\$48,911.54
Lemus Vallejo, Cristina	SAC ECEC	MT/BA (2)	5	6	\$48,911.54	\$49,834.96
Malika, Madeline	SAC ECEC	MT/AA (1)	2	3	\$44,075.86	\$44,998.10
Montalbetti de Perez, Laura	DO	MT/BA (2)	5	6	\$48,911.54	\$49,834.96
Ortiz, Consuelo	SAC ECEC	MT/MA (3)	6	7	\$52,004.41	\$52,927.85
Paz-Lugo, Artemisa	CEC	MT/BA (2)	10	11	\$53,527.50	\$54,449.74
Perez Zuniga, Elvia	SAC EAST	T/P (2)	10	11	\$43,796.50	\$44,682.52
Ramirez, Lilia	SAC EAST	MT/MA (3)	6	7	\$52,004.41	\$52,927.85
Samano Gonzalez, Alma	SAC	MT/AA (1)	2	3	\$44,075.86	\$44,998.10
Sanchez, Sandra C.	SAC ECEC	MT/BA (2)	3	4	\$47,065.89	\$47,988.14
Santamaria, Sandra	DO	MT/AA (1)	9	10	\$50,536.29	\$51,458.56
Vander Linde, Nerissa	SCC	MT/AA (1)	2	3	\$44,075.86	\$44,998.10
Witron, Briseyda	SAC ECEC	MT/BA (2)	4	5	\$47,988.14	\$48,911.54

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2021/2022 FARSCCD 175 DAY/10 MONTH STEP INCREASES**  
 Effective August 16, 2021

ATTACHMENT #4

LAST NAME	FIRST NAME	LOC	CONT CLASS	20/21 CONT STEP	21/22 CONT STEP	20/21 SALARY	21/22 SALARY
Arazi	Heather	SAC	VI	12	13	\$106,656.52	\$113,956.11
Barrios	Andrew	SAC	II	6	7	\$76,713.08	\$82,812.43
Bass	Stacey	SAC	VII	16(3)	A(1)	\$125,930.51	\$130,967.73
Batth	Navanjot	SCC	II	7	8	\$79,627.34	\$85,838.21
Beltran	Jennie	SAC	III	14	15(M)	\$103,141.25	\$110,298.98
Beyersdorf	Matthew	SAC	VII	A(3)	B(1)	\$130,300.07	\$135,512.07
Bittner	Matthew	SAC	II	7	8	\$79,627.34	\$85,838.21
Breig	David	SAC	VI	B(3)	C(M)	\$127,058.65	\$136,689.10
Briones	Michael	SAC	II	9	10	\$85,455.83	\$91,908.68
Brocatto	Carlos	SAC	V	13	14	\$106,459.00	\$113,749.45
Campbell	Alondo	SAC	VII	16(3)	A(1)	\$125,930.51	\$130,967.73
Carpio	Brenda	SCC	VI	14	15	\$112,491.06	\$120,019.01
Carriger	Lisa	SAC	VII	10	11	\$106,992.16	\$111,271.85
Castellanos	Ralph	SCC	III	10	11	\$91,489.12	\$98,170.65
Chakhad	Mohamed	SAC	VII	11	12	\$109,904.00	\$114,300.16
Chamberlain	Amberly	SAC	IV	14	15	\$106,259.08	\$113,542.76
Cotter	Matthew	SCC	II	13	14	\$97,114.04	\$104,029.41
Crammer	Cale	SCC	VI	15	16	\$115,402.89	\$123,048.56
Cummings	Reyna	SAC	V	15	16(M)	\$112,286.29	\$119,804.77
Cummins	Shawn	SCC	VI	B(3)	C(M)	\$127,058.65	\$136,689.10
Daneshmand	Angela	SCC	III	9	10	\$88,579.71	\$92,122.90
Daugherty	Seth	SCC	VI	14	15	\$112,491.06	\$120,019.01
Dela Cusack	Lisa	SCC	VII	A(3)	B(1)	\$130,300.07	\$135,512.07
Delaby	Michael	SAC	IV	11	12	\$97,516.32	\$104,444.04
Deluna	Daniel	SAC	II	13	14	\$97,114.04	\$104,029.41
Dennis	Jeffry	SCC	V	13	14	\$106,459.00	\$113,749.45
Dermody	Michael	SAC	VI	14	15	\$112,491.06	\$120,019.01
Diamond	Zachary	SAC	II	9	10	\$85,455.83	\$91,908.68
Diller	Jeffrey	SAC	II	11	12	\$91,286.76	\$97,970.29
Dinh-Mahavongtrakul	Minhan	SAC	VII	8	9	\$101,160.04	\$105,206.44
Dombroske	Leona	SAC	VII	14	15	\$118,646.73	\$123,392.60
Dufala	Christopher	SAC	III	13	14	\$100,225.78	\$107,266.90
Dumon	Dori	SAC	II	14	15(M)	\$100,028.28	\$107,060.23
El Said	Nahla	SCC	VII	16(3)	A(1)	\$125,930.51	\$130,967.73
Freese	Amy	SCC	V	15	16(M)	\$112,286.29	\$119,804.77
Gates	Alana	SCC	I	10	11	\$83,656.41	\$90,033.48
Gause	Tiffany	SCC	II	13	14	\$97,114.04	\$104,029.41
Gonis Jr	Andrew	SAC	VII	B(3)	C(M)	\$134,671.43	\$140,058.29
Gonzalez	Adrianna	CEC/SAC	VI	14	15	\$112,491.06	\$120,019.01
Gonzalez	Sara	SCC	II	8	9	\$82,536.74	\$88,874.06
Guevara	Angela	OEC/SCC	V	15	16(M)	\$112,286.29	\$119,804.77
Gutierrez	Erika	SCC	VI	15	16	\$115,402.89	\$123,048.56
Hall	Kathryn	SCC	V	15	16(M)	\$112,286.29	\$119,804.77
Henry	Amanda	SCC	VI	12	13	\$106,656.52	\$113,956.11
Heremans	Tiffany	SAC	IV	12	13	\$100,426.96	\$107,478.60

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2021/2022 FARSCCD 175 DAY/10 MONTH STEP INCREASES**  
 Effective August 16, 2021

ATTACHMENT #4

LAST NAME	FIRST NAME	LOC	CONT CLASS	20/21 CONT STEP	21/22 CONT STEP	20/21 SALARY	21/22 SALARY
Higgins	Conor	SAC	III	10	11	\$91,489.12	\$98,170.65
Higuera	Daniel	SAC	II	6	7	\$76,713.08	\$82,812.43
Hoang	Susan	SAC	VI	14	15	\$112,491.06	\$120,019.01
Horenstein	Daniel	SAC	II	6	7	\$76,713.08	\$82,812.43
Huskey	Jason	SAC	VII	12	13	\$112,818.24	\$117,330.97
Janio	Jaroslav	CEC/SAC	VII	A(3)	B(1)	\$130,300.07	\$135,512.07
Jones	Louise	SAC	VII	15	16(1)	\$121,560.98	\$126,423.42
Kelley	Sara	SAC	II	12	13	\$94,202.20	\$100,998.60
Khalid	Donna	CEC/SAC	VII	15	16(1)	\$121,560.98	\$126,423.42
Kimmel	Michelle	SAC	VII	13	14	\$115,733.70	\$120,363.05
King	Judith	SAC	V	9	10	\$94,804.46	\$101,622.38
Kowsari	Ali	SAC	VI	9	10	\$97,913.77	\$104,861.15
Kramer	Jessica	SCC	IV	11	12	\$97,516.32	\$104,444.04
LaBreau	Katie	SAC	II	12	13	\$94,202.20	\$100,998.60
Lamourelle	Chantal	SAC	V	15	16(M)	\$112,286.29	\$119,804.77
Lange	Megan	SAC	VI	7	8	\$92,093.79	\$98,805.82
Littlejohn	Stacey	SAC	IV	12	13	\$100,426.96	\$107,478.60
Lopez	Jorge E.	SAC	VII	A(3)	B(1)	\$130,300.07	\$135,512.07
Lopez Mercedes	Jose	CEC/SAC	IV	14	15	\$106,259.08	\$113,542.76
Lui	Rachel	SAC	VI	11	12	\$103,743.47	\$110,922.78
Madrigal	Osiel	CEC/SAC	VII	14	15	\$118,646.73	\$123,392.60
Maertzweiler Laney	Marianne	SCC	III	13	14	\$100,225.78	\$107,266.90
Martin	DeAnna	SCC	VI	14	15	\$112,491.06	\$120,019.01
Mayer	Quynh	SAC	II	9	10	\$85,455.83	\$91,908.68
McAdam	Jennifer	SAC	VII	12	13	\$112,818.24	\$117,330.97
McKenna-Sallade	Dawn	SAC	II	12	13	\$94,202.20	\$100,998.60
Medina	Guillermo	SCC	VI	12	13	\$106,656.52	\$113,956.11
Medina	Moises	SAC	VI	15	16	\$115,402.89	\$123,048.56
Mirbeik Sabzevary	Mohammadreza	CEC/SAC	III	13	14	\$100,225.78	\$107,266.90
Morgan	Adam	SAC	V	11	12	\$100,630.51	\$107,678.98
Murphy	Ryan	SCC	VII	14	15	\$118,646.73	\$123,392.60
Nair	Arjun	SAC	VII	9	10	\$104,075.50	\$108,238.52
Nardi	Nicholas	SAC	VII	9	10	\$104,075.50	\$108,238.52
Natale	Alexander	SAC	VII	5	6	\$92,422.17	\$96,119.06
Nguyen	Huy	SAC	VI	13	14	\$109,573.18	\$116,990.70
Nyssen	Adam	SAC	VI	15	16	\$115,402.89	\$123,048.56
Oase	Daniel	OEC/SCC	VI	11	12	\$103,743.47	\$110,922.78
Oh	Suanne	SAC	IV	10	11	\$94,596.02	\$101,416.97
Ortiz	Rebecca	SAC	VII	10	11	\$106,992.16	\$111,271.85
Padilla	Jessica	SAC	II	9	10	\$85,455.83	\$91,908.68
Papa	Elenor Gael	SAC	VII	11	12	\$109,904.00	\$114,300.16
Patch	Nicole	SAC	VI	5	6	\$86,256.79	\$92,740.41
Pecenkovic	Nidzara	SCC	V	15	16(M)	\$112,286.29	\$119,804.77
Petrocelli	Rachel	SCC	VII	13	14	\$115,733.70	\$120,363.05
Pham	Elaine	OEC/SCC	V	12	13	\$103,537.48	\$110,717.36



2021/2022 FARSCCD 192/225 DAY/12 MONTH CONTRACT STEP INCREASES

Effective July 30, 2021

LAST NAME	FIRST NAME	LOC	CONT CLASS	20/21 CONT STEP	21/22 CONT STEP	20/21 CONT SALARY	21/22 CONT SALARY
Bui	Annette	SAC	III	8	9	\$93,978.04	\$101,072.93
Cass	Ann	SAC	IV	12	13	\$110,183.92	\$117,919.50
Chaidez	Maria	SCC	III	12	13	\$106,767.99	\$114,360.65
Galvan	Juana	SCC	III	10	11	\$100,377.25	\$107,707.96
Gonzalez-Diaz	Haydee	SAC	III	12	13	\$106,767.99	\$114,360.65
Graham	Song Nguyet	SCC	VI	15	16(1)	\$126,613.95	\$135,002.93
Ha	Michael	CEC/SAC	VI	13	14	\$120,218.36	\$128,356.56
Hedenberg	Lacy	SCC	V	14	15	\$120,000.24	\$128,122.18
Hernandez	Rosalba	OEC/SCC	IV	15	16(M)	\$119,782.14	\$127,900.36
Ho	Huong (Nick)	SCC	VI	12	13	\$117,018.13	\$125,027.09
Kapil	Jill	SAC	VII	10	11	\$114,186.29	\$122,081.98
Muir	Shannon	SAC	VI	15	16(1)	\$126,613.95	\$135,002.93
Nguyen	Madeleine	SAC	VI	B(3)	C(M)	\$139,402.10	\$149,968.62
Pastrana	Leo	SAC	V	13	14	\$116,801.25	\$124,800.25
Peraza	Daniel	SAC	V	9	10	\$104,014.92	\$111,494.92
Pineda	Maribel	SAC	VI	13	14	\$120,218.36	\$128,356.56
Robledo	Joanna	SAC	VI	16(3)	A(1)	\$129,810.51	\$139,983.95
Robledo	Reymundo	SAC	VI	16(3)	A(1)	\$129,810.51	\$139,983.95
Sanabria	Reina	SAC	VI	B(3)	C(M)	\$139,402.10	\$149,968.62
Viera	Violeta	CEC/SAC	V	15	16(M)	\$126,388.55	\$131,444.09
Vu	Vivien	SCC	VI	15	16(1)	\$126,613.95	\$135,002.93

**2021/2022 FARSCCD**  
**FARSCCD CONTRACT COACHING STIPENDS**  
 Effective August 16, 2021

ATTACHMENT #6

<b>NAME</b>	<b>TITLE</b>	<b>COACHING ASSIGNMENT</b>	<b>COLLEGE</b>	<b>ANNUAL STIPEND</b>
Abbey, Troy	Head Coach	Volleyball	SAC	\$1,750.00
Abbey, Troy	Head Coach	Beach Volleyball	SAC	\$875.00
Baquero, Jaymie	Head Coach	Women's Soccer	SAC	\$1,750.00
Breig, David	Head Coach	Men's Basketball	SAC	\$1,750.00
Camarco, Lisa	Head Coach	Women's Softball	SCC	\$1,750.00
Castellanos, Ralph	Coach	Forensics	SCC	\$6,000.00
Crammer, Cale	Coach	Model United Nations	SCC	\$6,000.00
Cummins, Shawn	Head Coach	Cross Country	SCC	\$1,750.00
Luppani, Maria F.	Head Coach	Womens's Basketball	SAC	\$1,750.00
Medina, Guillermo	Head Coach	Men's Soccer	SCC	\$1,750.00
Nilles, Thomas	Head Coach	Baseball	SAC	\$1,750.00
Nyssen, Adam	Head Coach	Football	SAC	\$1,750.00
Vu, Binh	Coach	Performing Arts Programs	SCC	\$6,000.00
Woodhead, Ian	Head Coach	Women's Soccer	SCC	\$1,750.00

**2021/2022 FARSCCD CONTRACT  
COORDINATOR STIPENDS  
Effective July 1, 2021 - June 30, 2022**

ATTACHMENT #7

<b>NAME</b>	<b>COORDINATOR ASSIGNMENT</b>	<b>SITE</b>	<b>ANNUAL STIPEND</b>
Bautista, Steven	Transfer Programs/Center for Teacher Education	SAC	\$1,000.00
Sanchez-Gutierrez, Gabriela	EOPS	SAC	\$1,000.00



**2021/2022 CSEA 888 CONTRACT STIPENDS**  
**Child Development Teachers**  
**Effective July 1, 2021**

<b>NAME</b>	<b>POSITION</b>	<b>CTR/SITE</b>	<b>ANNUAL STIPEND</b>	<b>STIPEND DUTIES</b>
Aguilera, Yolanda	Master Teacher	CEC/Sepulveda	\$6,000.00	Site Supervisor
Castaneda, Daisy	Master Teacher	SAC EAST/Remington	\$6,000.00	Site Supervisor
Escobar Pacheco, Ximena	Master Teacher	SAC EAST	\$3,600.00	Asst. Director
Gasca, Yolanda	Master Teacher	CEC	\$3,600.00	Asst. Director
Iniguez, Imelda	Master Teacher	SAC ECEC	\$3,600.00	Asst. Director
Karter, Jacqueline	Master Teacher	CEC/VHS	\$6,000.00	Site Supervisor
McCann, Kathleen	Master Teacher	SCC	\$3,600.00	Asst. Director
Nichols, Teresa	Teacher	SAC EAST	\$900.00	Master Teacher
Perez Zuniga, Elvia	Teacher	SAC EAST	\$900.00	Master Teacher

**2021/2022 FARSCCD**  
**CONTRACT EXTENSION DAYS**  
Effective July 1, 2021 - June 30, 2022

ATTACHMENT #9

<b>NAME</b>	<b>CONTRACT EXTENSION DUTIES</b>	<b>SITE</b>	<b>TOTAL DAYS</b>	<b>CLASS/STEP</b>	<b>DAILY RATE</b>
Abbey, Troy	Coaching	SAC	20	VI-C	\$683.45
Baquero, Jaymie	Coaching	SAC	20	II-15	\$535.30
Bautista, Steven	Coordination	SAC	14	VI-16	\$630.49
Breig, David	Coaching	SAC	20	VI-C	\$683.45
Camarco, Lisa	Coaching	SCC	20	VII-A	\$654.85
Cummings, Shawn	Coaching	SCC	20	VI-C	\$683.45
Janio, Jaroslaw	Coordination	CEC	25	VII-B	\$677.57
Khalid, Donna	Coordination	CEC	34	VII-15	\$593.23
Kim, Henry	Coordination	CEC	25	III-15	\$551.49
Kushida, Cherylee	Coordination	SAC	20	VI-16	\$681.68
Lopez Mercedes, Jose	Coordination	CEC	25	IV-15	\$567.71
Luppiani, Maria F.	Coaching	SAC	20	II-15	\$535.30
Madrigal, Osiel	Coordination	CEC	16	VII-15	\$616.96
Medina, Guillermo	Coaching	SCC	20	VI-13	\$569.78
Nilles, Thomas	Coaching	SAC	20	II-15	\$535.30
Nyssen, Adam	Coaching	SAC	13	VI-16	\$615.25
Pastrano, Leo	Coordination	SAC	15	V-14	\$567.27
Pham, Elaine	Coordination	SCC	2	V-13	\$553.59
Shields, Jolene	Coordination	OEC	24	VI-16	\$615.25
Stevens, Hayley	Instruction/CJA	SAC	25	II-9	\$444.38
Tashima, John	Coordination	CEC	5	III-15	\$551.49
Van Dyke Kao, Rita	Coordination	OEC	30	II-12	\$489.86
Walczak, Katharine	Coordination	SAC	47	IV-16	\$582.87
Weber, Merari	Coordination	CEC	25	VII-16	\$632.12
Woodhead, Ian	Coaching	SCC	20	VI-C	\$683.45

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
**2021/2022 CEFA PERMANENT HOURLY SALARY SCHEDULE**  
 EFFECTIVE AUGUST 16, 2021

ATTACHMENT #1

<b>INSTRUCTION</b>	Column I	Column II	Column III
<b>STEP</b>	<b>LESS THAN MASTER'S</b>	<b>MASTER'S</b>	<b>MASTER'S + 30</b>
1			
2			
3	\$54.37	\$55.72	\$57.13
4	\$55.72	\$57.13	\$58.56
5	\$57.13	\$58.56	\$60.02
6	\$58.56	\$60.02	\$61.52

Non-credit counselor's salary paid by the district during 2008-2009 shall continue at that same rate until the schedule below increases to the 2008-2009 rate of pay. If any of the non-credit counselors leave the unit and return at a later date, their rate of pay will continue at what is was as of 2008-2009, or the schedule below, whichever is greater.

<b>COUNSELING</b>	Column I	Column II	Column III
<b>STEP</b>	<b>LESS THAN MASTER'S</b>	<b>MASTER'S</b>	<b>MASTER'S + 30</b>
1			
2			
3	\$46.21	\$47.36	\$48.55
4	\$47.36	\$48.55	\$49.77
5	\$48.55	\$49.77	\$51.02
6	\$49.77	\$51.02	\$52.29

<b>NON-INSTRUCTION</b>	Column I	Column II	Column III
<b>STEP</b>	<b>LESS THAN MASTER'S</b>	<b>MASTER'S</b>	<b>MASTER'S + 30</b>
1			
2			
3	\$27.18	\$27.87	\$28.56
4	\$27.87	\$28.56	\$29.28
5	\$28.56	\$29.28	\$30.01
6	\$29.28	\$30.01	\$30.77

<b>COORDINATION OR CURRICULUM DEVELOPMENT</b>	Column I	Column II
<b>STEP</b>	<b>LESS THAN MASTER'S</b>	<b>MASTER'S OR GREATER</b>
1	\$44.21	\$45.32

Placement on Salary Schedules

New unit members shall be placed on Step 3 of the appropriate class. Advancement to the next step shall occur upon completion of three (3) semesters of service. A semester of service means that a unit member teaches at least 75% of the semester length. Continuing unit members shall receive a step advancement upon completion of three (3) semesters of service subsequent to their last step advancement.

Time worked as a substitute, summer school unit member, site administrator or in the credit program shall not count toward step placement.

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

## HUMAN RESOURCES DOCKET

CLASSIFIED

JUNE 21, 2021

## CLASSIFIED

2021-2022 CSEA Chapter 579 Step Increases Attachment #1Miscellaneous Pay Schedule-2021 – 2022 Attachment #2  
(Compliance with scheduled minimum wage increase-Senate Bill 3)Hourly Ongoing to Contract

Gil, Darlene	Effective: May 12, 2021
Intermediate Clerk (Reorg 1224)	Grade 5, Step 1 \$40,313.75
Human Resources/ District	

Professional Growth Increments

Ayers, Alicia	Effective: July 1, 2021
Sr. Account Clerk/ Continuing Ed./ CEC	Grade 10, Step 6 + 7PG (3500) \$68,838.50

Bustamante, Monica	Effective: July 1, 2021
Support Services Assistant/ Academic Affairs/ SAC	Grade 11, Step 6 + 1PG (500) \$68,780.42

Espinosa, Laura	Effective: July 1, 2021
Administrative Clerk/ Academic Affairs/ SCC	Grade 10, Step 6 + 7.5%L + 7PG (3500) \$73,738.89

Kang, Charles	Effective: July 1, 2021
Bookstore Buyer/ SCC	Grade 10, Step 4 + 8PG (4000) \$63,285.21

McAdam, Justin	Effective: July 1, 2021
Lead Gardener/ Admin. Services/ SCC	Grade 10, Step 6 + 2.5%L + 11PG (5500) \$72,471.96

Nguyen, Trinity	Effective: July 1, 2021
Science Lab Coord./ Math & Science/ SCC	Grade 13, Step 5 + 2.5%L + 8PG (3500) \$77,308.08

Sanchez, Chris	Effective: July 1, 2021
Transfer Center Specialist/ Counseling/ SAC	Grade 11, Step 3 + 2PG (1000) \$59,930.93

Professional Growth Increments cont'd

Soto Tellez, Roxzel  
Administrative Secretary/ Arts, Humanities  
& Soc. Sci./ SCC  
Effective: July 1, 2021  
Grade 12, Step 5 + 9PG (4500) \$72,996.05

Tran, Anh Phuong  
Curriculum Specialist/ Academic Affairs/  
SAC  
Effective: July 1, 2021  
Grade 15, Step 5 + 5%L + 6PG (3000)  
\$87,163.77

Out of Class Assignment

Andrade, Jose  
Sr. Accountant/ Continuing Ed. /CEC  
Effective: 07/01/21 – 06/30/22  
Grade 15, Step 5 + 2.5%L + 6PG (3000)  
\$85,159.87

Arvizu, Gloria  
Student Services Specialist/ Continuing  
Ed./ CEC  
Effective: 07/01/21 – 06/30/22  
Grade 10, Step 6 + 5%L + 6PG (3000)  
\$71,605.43

Avalos, Jessica  
Administrative Secretary/Health Science/  
SAC  
Effective: 06/01/21 – 06/30/21  
Grade 12, Step 6 + 6PG (3000) \$73,847.89

Effective: 07/01/21 – 06/30/22  
Grade 12, Step 6 + 6PG (3000) \$74,884.69

Ayers, Alicia  
Accountant/ Continuing Ed./ CEC  
Effective: 07/01/21 – 06/30/22  
Grade 13, Step 5 + 6PG (3000) \$75,007.88

Beiza, Rene  
Director Employee Services Equity &  
Diversity/ Human Resources/ District  
Effective: 07/01/21 – 06/30/22  
Grade F, Step B \$106,733.39  
*Supervisory*

Duenas, Veronica  
HR Analyst/ Human Resources/ District  
Effective: 07/01/21 – 06/30/22  
Grade L, Step 3 \$93,302.42  
*Confidential*

Gallegos, Nicole  
Dir. Continuing Ed. Support Services/  
Continuing Ed./ OEC  
Effective: 07/01/21 – 06/30/22  
Grade H, Step A \$94,814.33  
*Supervisory*

Out of Class Assignment cont'd

Garcia, Isabel Student Services Coord./ Continuing Ed./ OEC	Effective: 07/01/21 – 06/30/22 Grade 15, Step 5 + 7.5%L + 2.5%Bil \$88,171.57
Gil, Darlene Title IX Specialist/ Human Resources/ District	Effective: 07/01/21 – 06/30/22 Grade 11, Step 1 \$51,406.72
Gonzalez, Araceli Instructional Assistant/ Continuing Ed./ CEC	Effective: 06/01/21 – 06/30/21 Grade 5, Step 6 + 5%L + 2.5%Bil + 3PG (1500) \$56,841.81
	Effective: 07/01/21 – 06/30/22 Grade 5, Step 6 + 5%L + 2.5%Bil + 3PG (1500) \$59,055.48
Gutierrez Lucero, Maria Del Pilar Student Services Coord./ Student Services/ SCC	Effective: 07/01/21 – 06/30/22 Grade 15, Step 2 + 2.5%L + 6PG (3000) \$73,934.73
James, Katherine Admissions & Records Spec. III/ Enrollment/ SCC	Effective: 07/01/21 – 06/30/22 Grade 10, Step 6 + 6PG (3000) \$68,338.50
Lammoglia, Fernando Network Specialist III/ ITS/ District	Effective: 07/01/21 – 06/30/22 Grade 19, Step 4 \$97,098.99
Luna, Miguel Director Spec. Programs/ Counseling/ SCC	Effective: 07/01/21 – 06/30/22 Grade H, Step A \$94,814.33 <i>Supervisory</i>
Ly, Anh Student Services Coord./ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Grade 15, Step 5 + 12.5%L + 2.5%Bil + 13PG (6500) \$98,679.37
Mora, Jorge Student Services Coord/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Grade 15, Step 2 + 2.5%Bil + 1PG (500) \$71,434.73
Nguyen, Hung Registrar/ Enrollment/ SAC	Effective: 07/01/21 - 10/31/21 Grade G, Step A \$100,521.46 <i>Supervisory</i>

Out of Class Assignment cont'd

Nguyen, Trang Admissions & Records Tech. Spec./ Enrollment/ SAC	Effective: 07/01/21 – 10/31/21 Grade 15, Step 1 + 4PG (2000) \$67,923.80
Perez, Celia Administrative Secretary/ Student Services/ SAC	Effective: 07/01/21 – 12/31/21 Grade 12, Step 6 + 2.5%Bil \$73,681.81
Stapleton, Amber Admissions & Records Spec. II/ SAC	Effective: 07/01/21 – 10/31/21 Grade 8, Step 6 + 5%L \$63,074.29
Vasquez, Liliana Administrative Secretary/ Continuing Ed./ OEC	Effective: 07/01/21 – 06/30/22 Grade 12, Step 5, 4PG (2000) \$70,496.05
Verduzco, Maria T. Curriculum Specialist/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Grade 13, Step 6 + 7.5%L \$81,316.16

Return to Regular Assignment

Donahoe, Chandra Administrative Clerk/ Admin. Services/ SAC	Effective: 04/26/21 Grade 10, Step 6 + 7.5%L \$67,537.39
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Leave of Absence

Guzman, Noemi Sr. Accountant/ Facility Planning, Dist. Construction/ District	Effective: 05/07/21 – 06/18/21 Reason: Maternity Leave
Hermen, Lisa Sr Clerk/ Kinesiology/ SCC	Effective: 12/13/21 – 12/17/21 04/25/22 - 04/29/22 05/02/22 – 05/27/22 06/07/22 – 06/24/22 Reason: Non Work Days for 10 Month Contract
Trujillo, Aracelli Student Program Specialist/ Continuing Ed./ OEC	Effective: 06/28/21 – 08/23/21 Reason: Maternity Leave

**CLASSIFIED HOURLY**

*Out of Class Assignment*

Aparicio, Ligia Student Services Specialist/ Counseling/ SCC	Effective: 06/01/21 – 06/30/21 Grade 10, Step A + 2.5%Bil \$24.16/Hour
	Effective: 07/01/21 – 06/30/22 Grade 10, Step A _ 2.5%Bil \$25.13/Hour
Canett, Mark Director Special Programs/ Student Affairs/ SAC	Effective: 05/24/21 – 06/30/21 Grade H, Step1 \$40.09/Hour <i>Supervisory</i>
Cintron, Veronica Sr. Account Clerk/ Continuing Ed./ SAC	Effective: 07/01/21 – 06/30/22 Grade 10, Step A + 2.5%Bil \$25.13/Hour
Feliciano Pineda, Catherine Admissions & Records Spec. III/ Enrollment/ SCC	Effective: 07/01/21 – 06/30/22 Grade 10, Step A \$24.52/Hour
Gardea, Omar Student Services Specialist/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Grade 10, Step A + 5%L \$25.75/Hour
Morales, Adriana Student Program Specialist/ Continuing Ed./ SCC	Effective: 07/01/21 -06/30/22 Grade 10, Step A \$24.52/Hour
Nieto, Vicente Sr. Custodian Utility Worker/ Ed. Services/ District	Effective: 05/24/21 – 06/30/21 Grade 7, Step A \$20.80/Hour
Placencia, Ambar Senior Clerk/ Academic Affairs/ SAC	Effective: 07/01/21 – 09/30/21 Grade 8, Step A \$ 22.51/Hour
Ramirez Velasquez, Alejandro Student Services Coord./ Counseling/ SCC	Effective: 07/01/21 – 06/30/22 Grade 15, Step A \$31.58/Hour
Zamudio, Marielena Student Services Specialist/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Grade 10, Step A + 5%L \$25.75/Hour



Return to Regular Assignment

Canett, Mark Instructional Assistant/ Student Affairs/ SAC	Effective: 05/23/21 Grade 5, Step A \$19.31/Hour
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Leave of Absence

Connaker, William Learning Assistant/ Counseling/ SCC	Effective: 07/12/21 – 07/30/21 08/02/21 – 08/06/21 Reason: Non Work Days for 11 Month Contract
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**TEMPORARY ASSIGNMENT**

Short Term Assignment

Araiza, Nick Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/ Hour
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Barrios, Nicholas Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/Hour
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Blount, Jazman Program Spec./ Financial Aid/ SCC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/Hour
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Cain, Morgan Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/Hour
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Cancino, Danny Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/Hour
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Colon, Alejandra Administrative Clerk/ Academic Affairs/ SAC	Effective: 07/05/21 – 06/30/22 Grade 10, Step A \$24.52/Hour
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Cortez, Cristina Student Services Spec./ Counseling/ SCC	Effective: 07/01/21 – 06/30/22 Grade 10, Step A \$ 24.52/Hour
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Dibb, Anthony Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/Hour
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Eljaouhari, Samara Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$24.52/Hour
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Short Term Assignment cont'd

Germaine, Brittany Instructional Assistant/ Math & Science/ SCC	Effective: 08/23/21 – 06/04/22 Grade 5, Step A \$20.08/Hour
Ha, Christine Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 5, Step A \$20.08/Hour
Hawkins, Troy Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/Hour
Hernandez, Jessica Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 5, Step A \$20.08/Hour
Holcombe, Drew Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/Hour
Horner, Colby Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/Hour
Huerta, Stephanie Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 5, Step A \$20.08/Hor
Huh, Young Sook Accompanist/ Fine Arts/ SCC	Effective: 08/23/21 – 06/05/22 Grade 10, Step A \$24.52/Hour
Jung, Erica Learning Facilitator/ Student Services/ SCC	Effective: 06/22/21 – 08/31/21 Grade 8, Step A \$22.51/Hour
Leal, Soraida Instructional Assistant/ Science & Math/SAC	Effective: 07/01/21 – 06/30/22 Grade 5, Step A \$20.08/Hour
Lu, Leslie Admissions Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Grade 3, Step A \$18.83/Hour
Manriquez, Raquel Learning Facilitator/ Student Services/ SCC	Effective: 06/22/21 – 08/31/21 Grade 8, Step A \$22.51/Hour

Short Term Assignment cont'd

Mendizabal, Ennio Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/Hour
Miramontes, Denise Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/Hour
Morales, Claudia Athletic Trainer-Therapist/ Kinesiology/ SCC	Effective: 07/01/21 – 06/30/22 Grade 15, Step A \$31.58/Hour
Navarro, Celina Job Developer/ Counseling/ SAC	Effective: 07/01/21 – 12/31/21 Grade 12 Step A \$26.94/Hour
Nguyen, Hop Student Services Coord./ Business Div./ SAC	Effective: 07/01/21 – 06/30/22 Grade 15, Step A \$31.58/Hour
Nguyen, Huy Instructional Assistant/ Business Div./ SAC	Effective: 07/01/21 – 06/30/22 Grade 5, Step A \$20.08/Hour
Ortiz, Sonora Instructional Assistant/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 5, Step A \$20.08/Hour
Perez, Mayra Student Services Coord./ Business Div./ SAC	Effective: 07/01/21 – 06/30/22 Grade 15, Step A \$31.58/Hour
Perry, Anthony Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$ 22.51/Hour
Pugh, Keith Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/Hour
Pugh, Keith Learning Facilitator/ Science & Math/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8, Step A \$22.51/Hour
Quijada, Jazmin Instructional Center Tech./ Business Div./ SAC	Effective: 07/01/21 – 06/30/22 Grade 7, Step A \$21.63/Hour

*Short Term Assignment cont'd*

Rodriguez, Maria  
Admissions & Records Spec. III/  
Enrollment/ SCC  
Effective: 07/01/21 – 06/30/22  
Grade 10, Step A \$24.52/Hour

Shull, Garrett  
Learning Facilitator/ Science & Math/ SAC  
Effective: 07/01/21 – 06/30/22  
Grade 8, Step A \$22.51/Hour

Smith, Shania  
Instructional Assistant/ Humanities & Soc.  
Sci./ SAC  
Effective: 07/01/21 – 06/30/22  
Grade 5, Step A \$20.08/Hour

Sorenson, Colton  
Learning Facilitator/ Science & Math/ SAC  
Effective: 07/01/21 – 06/30/22  
Grade 8, Step A \$22.51/Hour

Sossaman, Randall  
Learning Facilitator/ Science & Math/ SAC  
Effective: 06/22/21 – 06/30/22  
Grade 8, Step A \$21.64/Hour

Sossaman, Randall  
Learning Facilitator/ Science & Math/ SAC  
Effective: 07/01/21 – 06/30/22  
Grade 8, Step A \$22.51/Hour

Sullivan, Kately  
Learning Facilitator/ Science & Math/ SAC  
Effective: 07/01/21 – 06/30/22  
Grade 8, Step A \$22.51/Hour

Trapani, Pete  
Learning Facilitator/ Science & Math/ SAC  
Effective: 07/01/21 – 06/30/22  
Grade 8, Step A \$22.51/Hour

Tucker, Katharine  
Learning Facilitator/ Science & Math/ SAC  
Effective: 07/01/21 – 06/30/22  
Grade 8, Step A \$22.51/Hour

Vasquez Nodal, Ambar  
Student Services Coord./ Student Services/  
SAC  
Effective: 07/01/21 – 12/31/21  
Grade 15, Step A 31.58/Hour

*Additional Hours for Ongoing Assignment*

Aburto, Guadalupe  
Admissions & Records Spec I/ Continuing  
Ed./ OEC  
Effective: 07/01/21 – 06/30/22  
Not to exceed 19 consecutive days in any  
given period.

*Additional Hours for Ongoing Assignment cont'd*

Alvarez Becerra, Julian Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Aparicio, Ligia Student Services Specialist/ Counseling/ SCC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Arreola, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Barbery, Monika Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Camarena, Evangelina Admissions & Records Spec I/ Continuing Ed. /CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Cardiel, Juan Instructional Assistant/ Continuing Ed. /CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Chaikaew, Jarunee Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Chang, Mary Instructional Assistant/ Continuing Ed./ OEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Cintron, Veronica Sr. Account Clerk/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Danley, Nicole Instructional Assistant/ Continuing Ed./ OEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Duong, Thao Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Esparza, Felipe Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Feliciano Pineda, Catherine Admissions & Records Spec. III/ Enrollment/ SCC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Flores, Juan Instructional Assistant/ Continuing Ed./ OEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Flores, Juan Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Garcia, Alan Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Garcia, Alan Instructional Assistant/ Continuing Ed./ OEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Garcia, Anthony HS & Comm. Outreach Spec./ Student Services/ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Garcia, Jorge Publications Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Garcia, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Gardea Magana, Omar Student Services Spec./ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Gonzalez, Ann Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Gonzalez, Laura Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Guerrero, Evelyn Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Guillen, Patricia Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Hong, Tammy Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Huyen, Thu Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Leung, Sharon Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Linares, Maria Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Lopez, Frances Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Lopez, Jesus Instructional Center Tech./ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Maldonado, Vanessa Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Medina Jennifer Auxiliary Services Spec./ Auxiliary Services/ SCC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Mendez, Mayra Administrative Clerk/ Student Services/ SAC	Effective: 06/14/21 – 06/30/21 Not to exceed 19 consecutive days in any given period.
Meraz, Norma Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Morales, Adriana Student Program Spec./ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Mosqueda, Berenice Learning Facilitator/ Student Services/ SCC	Effective: 07/01/21 – 08/31/21 Not to exceed 19 consecutive days in any given period.
Navarrete, Luz Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Navarro, Eduardo Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Nguyen, Johnny Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Nguyen, Tung Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Nieto Mireles, Mario Custodian/ Ed. Services	Effective: 06/09/21 – 06/18/21 Not to exceed 19 consecutive days in any given period.
Norzagaya Spilles, Cesar Instructional Assistant/ Continuing Ed/ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Osuna, Maria HS & Comm. Outreach Spec./ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.



*Additional Hours for Ongoing Assignment cont'd*

Palacios Rosas, Maite Student Services Specialist/ Student Services/ SCC	Effective: 07/01/21 – 08/31/21 Not to exceed 19 consecutive days in any given period.
Palafox, Anay Counseling Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Pizano, Daisy Admissions & Records Spec I/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Placencia, Ambar Sr. Clerk/ Academic Affairs/ SAC	Effective: 07/01/21 – 09/30/21 Not to exceed 19 consecutive days in any given period.
Ramirez, German Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Reyes, Gloria Student Services Specialist/ Auxiliary Services/ SCC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Rodriguez, Rosalba Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Rosen, Caralou Instructional Assistant-DSPS/ Enrollment/ SCC	Effective: 07/01/21 – 09/30/21 Not to exceed 19 consecutive days in any given period.
Saunders, Maureen Intermediate Clerk/ Student Services/ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Soria, Lisset Admissions & Records Spec. I/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Stenersen, Steven Student Services Specialist/ Student Services/ SCC	Effective: 07/01/21 – 12/31/21 Not to exceed 19 consecutive days in any given period.

*Additional Hours for Ongoing Assignment cont'd*

Stukey, Shawna Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Tapia, Linda Administrative Clerk/ Continuing Ed./ OEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Vargas, Lucia Instructional Assistant/ Continuing Ed./ OEC	Effective: 05/14/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Villalpando, Alma Instructional Assistant/ Continuing Ed./ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Zamudio, Marielena Student Services Spec./ Continuing Ed/ CEC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.

*Substitute Assignments*

Pena, Alfredo Counseling Assistant/ Counseling/ Continuing Ed./ CEC	Effective: 05/12/21 – 09/14/21
Pham, Anh Truc Sr. Account Clerk/ Fiscal Services/ District	Effective: 06/08/21 – 06/30/22 Grade 10, Step A \$24.52/Hour
Saldivar, Gerardo Custodian/ Facilities Planning/ District	Effective: 05/27/21 – 06/30/22 Grade 4, Step A \$19.44/Hour
Villasenor, Francisco Sr. Accounting/ Facilities & Planning/ District	Effective: 08/01/21 – 09/30/21

**MISCELLANEOUS POSITIONS**

Alarid, Danielle Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/21 – 06/30/22
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**MISCELLANEOUS POSITIONS cont'd**

Alderette, Xavier Model/ Fine Arts/ SCC	Effective: 08/23/21 – 06/06/22
Barrera, Elena Child Dev. Intern I/ Child Dev. Services	Effective: 05/17/21
Barth, Steven Business Expert Prof. II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Beck, Jonathan Model/ Fine Arts/ SCC	Effective: 08/23/21 – 06/05/22
Camarena, Jose Child Dev. Intern I/ Child Dev. Services	Effective: 05/17/21
Cole, John Model/ Fine Arts/ SCC	Effective: 08/23/21 – 06/05/22
Colondres, Hilda Sign Language Interpreter VII/ Student Services/ SAC	Effective: 07/01/21 – 06/30/22
Crisp, Anthony Business Expert Prof. II/ SBDC/ Ed Services	Effective: 07/01/21 – 06/30/22
Foreman, James Business Expert Prof. II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Griego, Ariana Model/ Fine Arts/ SCC	Effective: 08/23/21 – 06/05/22
Gutierrez, Milagros Model/ Fine Arts/ SCC	Effective: 08/23/21 – 06/05/22
Inouye, Chris Sign Language Interpreter III/ Student Services/ SAAC	Effective: 07/01/21 – 06/30/22

**MISCELLANEOUS POSITIONS cont'd**

Kouhfallah, Farhad Business Expert Prof. II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Lee, Cindy Presenter I/ Business & Career Ed./ SCC	Effective: 07/01/21 – 06/30/22
Loyola, Hugo Business Expert Prof. II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Marquez, Cristina Presenter I/ Business & Career Ed./ SCC	Effective: 07/01/21 – 06/30/22
Montero, Vanessa Presenter I/ Business & Career Ed./ SCC	Effective: 07/01/21 – 06/30/22
Navarro, Esmeralda Presenter I/ Business & Career Ed./ SCC	Effective: 07/01/21 – 06/30/22
Nguyen, Vivian Business Expert Prof. II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Pham, Katherine Child Dev. Intern I/ Child Dev. Services	Effective: 05/17/21
Pinedo, Samantha Child Dev. Intern I/ Child Dev. Services	Effective: 05/03/21
Roberts, Paul Business Expert Prof. II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Roller, Joshua Business Expert Prof. II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22
Ryan, Brendan Business Expert Prof. II/ SBDC/ Ed. Services	Effective: 07/01/21 – 06/30/22

**MISCELLANEOUS POSITIONS cont'd**

Shiba, Lisa Sign Language Interpreter IV/ Student Services/ SAC	Effective: 07/01/21 – 06/30/22
Turner, Tracey Model/ Fine Arts/ SCC	Effective: 08/23/21 – 06/05/22
Vega, Guillermo Presenter I/ Business & Career Tech/ SCC	Effective: 07/01/21 – 06/30/22
Witham, Jennifer Model/ Fine Arts/ SCC	Effective: 08/23/21 – 06/05/22
Woolard, Abigail Sign Language Interpreter VII/ Student Services/ SAC	Effective: 07/01/21 – 06/30/22
Woolard, Caleb Sign Language Interpreter VII/ Student Services/ SAC	Effective: 07/01/21 – 06/30/22
Wunderlich, Christian Model/ Fine Arts/ SCC	Effective: 08/23/21 – 06/05/22

**Instructional Associates/Associate Assistants**

**Criminal Justice**

Bennett, Jeffrey	Effective: 06/22/21
Stumph, Darci	Effective: 06/22/21
Anguiano, Claudia	Effective: 06/22/21

**VOLUNTEERS**

Mangali, Colleen Volunteer/ Human Services & Tech/ SAC	Effective: 08/09/21 – 06/30/22
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**SANTA ANA COLLEGE**  
**STUDENT HIRE LIST**

Espinoza Alvarez, Marimar	Effective:	06/08/21-06/30/21
Reyes, Gustavo A.	Effective:	06/14/21 – 06/30/21
Oliveros, Jacqueline	Effective:	06/07/21-06/30/21

**SANTIAGO CANYON COLLEGE**  
**STUDENT HIRE LIST**

Brown, Thurman Jr.	Effective:	05/25/2021 – 06/30/2021
Tran, Tyler	Effective:	05/25/2021 – 06/30/2021

**HUMAN RESOURCES CLASSIFIED DOCKET**  
**JUNE 21, 2021**

*Attachment #1*

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION															
EFFECTIVE JULY 1, 2021															
Note: A classified employee must have completed 60% of assigned work year (hired or promoted before November 24, 2020) in the same classification to be eligible for a step increase in that classification effective July 1, 2021. This 60% requirement applied to new hires and promotional appointments. For further clarification see Article 14.15 of the CSEA Agreement.															
	COLLEAGUE_ID	NAME	GRADE	Current Step	New Step	New Rate 4% 7/1/21	Longevity %	BIL	Shift %	PG 400	PG 500	PG 250	MERIT_PG_TOTAL	Effective 7/1/21 or Retro to:	
1	1079263	ADAME, AL	13	2	3	65276.89								65276.89	
2	2298025	ALCANTAR, ASHLEY	8	4	5	57205.86					2		1000.00	58205.86	
3	2306179	ALEJANDRINO, LEIF	13	4	5	72007.88								72007.88	
4	1153300	AMMANN, RENEE	10	3	4	59285.21								59285.21	
5	2410097	ARAMBURO, GUADALUPE+M598	12	2	3	62088.51								62088.51	
6	1216111	ASQUITH, GREGORY	13	5	6	75642.94								75642.94	
7	1028727	ATWOOD, LEE	14	5	6	79740.08	5							83727.08	
8	2322397	AVILA, STEPHEN	13	4	5	72007.88								72007.88	
9	1259571	BALL, GRACE	7	3	4	52338.56								52338.56	
10	2424915	BECERRA VARELA, JONAE	12	2	3	62088.51								62088.51	
11	2261815	BEIZA, RENE	13	5	6	75642.94								75642.94	
12	1580466	BERBER, CHRISTIAN	13	2	3	65276.89		2.5				1	500.00	67408.81	
13	1030447	BIZON, VERONICA	6	5	6	55496.14	5	2.5				1	500.00	60158.35	
14	2041944	BORBOA, KENNETH	17	5	6	94649.94								94649.94	
15	2381824	BUI, KEVIN	15	1	2	69204.61					3		1500.00	70704.61	
16	2272765	BUNCH, PETERSON	8	5	6	60070.75					8		4000.00	64070.75	
17	2236528	BURRUS, TANISHA	15	5	6	84145.25								84145.25	
18	1487125	BUSTAMANTE, ROBERT	8	2	3	51839.28								51839.28	
19	1038555	BUTLER, AARON	8	3	4	54797.57	5		7.5					57203.55	
20	2192981	CADENAS, MARLON	3	5	6	50228.39						1	500.00	50728.39	
21	2336261	CAMPBELL, ELLEN	12	4	5	68496.05								68496.05	
22	1588853	CARDENAS, MARIA	6	2	3	47918.00		2.5						49115.95	
23	1532990	CARDENAS, SUSANA	12	4	5	68496.05						2	1000.00	69496.05	
24	1306613	CARDONA, MARIA	14	5	6	79740.08								79740.08	
25	1542709	CARPENTER, AMANDA	15	3	4	76289.88					3		1500.00	77789.88	
26	1026565	CARRASCO, LINDA	14	5	6	79740.08	5							83727.08	
27	1759169	CHAVEZ, ANTONIO	12	4	4	6365.83								53068.27	
28	2297149	CHIANG, YAHWEI	15	3	4	76289.88								76289.88	
29	2464326	CISNEROS LOPEZ, NANJI	13	5	6	75642.94								75642.94	
30	2309645	COLLINS, HEATHER	14	4	5	75935.60								75935.60	
31	1856998	CONTRERAS, GERARDO	15	5	6	84145.25								84145.25	
32	1242038	CORREA, STEPHANIE	8	1	2	49365.83								49365.83	
33	1801690	CRISTOBAL, DANIEL	10	1	2	53771.03								53771.03	
34	2328070	CUILY, ANNETTE	12	4	5	68496.05								68496.05	
35	2338789	DAHL, KAYLA	12	4	5	68496.05						3	1500.00	69996.05	
36	2503020	DAU, BINH	15	1	2	69204.61								69204.61	
37	2472171	DEL CARPIO, MELANY	13	2	3	65276.89								65276.89	
38	1607694	DI TOMMASO, CHRISTINA	12	2	3	62088.51								62088.51	
39	1031050	DIAZ, ANA	13	5	6	75642.94	2.5					3	750.00	78284.01	
40	2188078	DUEÑAS, JONATHAN	10	2	3	56466.52						3	1500.00	57966.52	
41	1450033	DUEÑEZ, JOE	12	4	5	68496.05						1	500.00	68996.05	
42	1505154	ERICSON, DANA	10	3	4	59285.21								59285.21	
43	1508826	ESCOBAR, ALFONSO	13	3	4	68588.50			5.0					72017.93	
44	1028363	ESPARZA, WENNDY	10	5	6	65338.50	5	2.5				7	3500.00	73738.89	
45	2338581	ESPINO, SUSANA	13	4	5	72007.88						4	2000.00	74007.88	
46	2431464	FARAH, AMANDA	12	2	3	62088.51						2	1000.00	63088.51	
47	1841986	FLORES, ALBERT	14	3	4	72269.74	2.5							74076.48	
48	2164970	FLORES, ROBERT	15	4	5	80155.97					4		2000.00	82155.97	
49	1030593	FORD, MICHELLE	12	4	5	68496.05						1	500.00	68996.05	
50	2432979	FORTUNO, CAROLINE	12	2	3	62088.51								62088.51	
51	1157353	FULGENCIO, JERICHO	13	4	5	72007.88								72007.88	
52	1057755	GALLEGOS, NICOLE	15	4	5	80155.97						2	1000.00	81155.97	
53	2047939	GARCIA CARMONA, JAVIER	13	5	6	75642.94		2.5				3	1500.00	79034.01	
54	1292404	GARDEA, MARIA	10	2	3	56466.52		2.5						57878.18	
55	2241143	GAVILANES, JOSE	4	2	3	44729.60			7.5					48084.32	
56	2310245	GILES, VERONICA	16	4	5	89395.83								89395.83	
57	1897076	GONZALEZ, MIGUEL	11	1	2	58127.65								58127.65	
58	1030244	GONZALEZ, ROSIE	13	5	6	75642.94	5					6	3000.00	82425.09	
59	2477437	GU, HAI	15	1	2	69204.61								69204.61	
60	1264403	GUADARRAMA, AIDA	12	2	3	62088.51		2.5						63640.72	
61	2319759	HAMMAN, JESSICA	15	4	5	80155.97								80155.97	
62	2306263	HARVEY, ELIZABETH	12	4	5	68496.05						3	1500.00	69996.05	
63	2114409	HERNANDEZ, BLANCA	4	4	5	49365.83			7.5					53068.27	
64	1484862	HERNANDEZ, ENRIQUE	11	3	4	51939.28								51939.28	
65	1488487	HERNANDEZ, JESUS	11	3	4	61919.08							1	500.00	62419.08
66	1505519	HERRERA, VENEDICTO	19	5	6	107064.58						1	500.00	107564.58	
67	2394813	HOANG, HIEU H	15	3	4	76289.88								76289.88	
68	2478683	HUIPE, EMMANUEL	13	2	3	65276.89								65276.89	
69	1116814	HUYNH, VAN	8	2	3	51830.28		2.5						53128.04	
70	2432842	JOHNSON, BRIAN	17	2	3	81696.22								81696.22	
71	2308399	KANS, CHARLES	10	3	4	59285.21						7	3500.00	62785.21	
72	1897133	KAYEH, RAYDER	17	4	5	90108.12						1	500.00	90608.12	
73	2339619	KAWA, KEVIN	17	3	4	85793.36								85793.36	
74	1239034	KAWAFUCHI, EMILY	11	4	5	65030.43								65030.43	
75	1030800	KAY, TREVOR	15	5	6	84145.25	7.5					5	1750.00	92206.14	
76	2476926	KIM, YOUNG	15	2	3	72685.61								72685.61	
77	2425277	KINGAID, PAULA	17	2	3	81696.22								81696.22	
78	1026743	KRAMER, LAURA	11	3	4	61919.08						5	2500.00	64419.08	
79	2339355	LAMMOLDA, FERNANDO	17	4	5	90108.12								90108.12	
80	1648667	LANDA, ALEJANDRA	16	5	6	89274.37								89274.37	
81	2175738	LEBOEUF, KRISTIN	12	1	2	59131.19								59131.19	
82	2296706	LEHMAN, CANDICE	12	4	5	68496.05								68496.05	
83	1855205	LEWIS, CAMMIE	13	4	5	72007.88						2	1000.00	73007.88	
84	2399273	LIN, AMY	5	3	4	48549.48								48549.48	
85	2293198	LLOYD, SABRINA	8	2	3	51830.28								51830.28	
86	1483197	LOPEZ DE LA LUZ, BASTI	15	4	5	80155.97						3	1500.00	81655.97	
87	1891845	LOPEZ, CHRISTIAN	13	2	3	62088.51								62088.51	
88	2453048	LOZA, RICHARD	12	5	6	71884.69								71884.69	
89	2098323	LUNA, MIGUEL	15	5	6	84145.25								84145.25	
90	2146224	LUZADER, CHRISTOPHER	13	4	5	72007.88								72007.88	
91	1025044	MAA, RAY K.	22	5	6	132602.33	7.5							142547.51	
92	2046830	MADRIGAL, MARIA	14	3	4	72269.74								72269.74	
93	1056640	MARIN, PERLA	10	1	2	53771.03								53771.03	
94	1038043	MARTINEZ, MONIQUE	10	3	4	59285.21	5	2.5	7.5					63761.60	
95	2167354	MARTINEZ, DANIEL	13	3	4	68588.50								73732.64	
96	1030580	MARTINEZ, LORETTA	8	5	6	60070.75								60070.75	
97	1030275	MEADE, ESTHER	11	5	6	68280.42						3	1500.00	6978.42	
98	2324095	MEJIA, JOVANNYS	15	2	3	72685.61								72685.61	
99	1030619	MENDEZ, ZULEMA	10	3	4	59285.21	7.5					3	1500.00	65231.60	
100	2500983	MIGUEL, JESUS	14	4	5	75935.60								75935.60	
101	2495868	MILLER, ZACHARY	15	1	2	69204.61								69204.61	

**HUMAN RESOURCES CLASSIFIED DOCKET**  
**JUNE 21, 2021**

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION														
EFFECTIVE JULY 1, 2021														
Note: A classified employee must have completed 60% of assigned work year (hired or promoted before November 24, 2020) in the same classification to be eligible for a step increase in that classification effective July 1, 2021. This 60% requirement applied to new hires and promotional appointments. For further clarification see Article 14.15 of the CSEA Agreement.														
COLLEAGUE ID	NAME	GRADE	Current Step	New Step	New Rate 4% 7/1/21	Longevity %	BIL.	Shift %	PG 400	PG 500	PG 250	MERIT_PG TOTAL	New Total	Effective 7/1/21 or Retro to:
102	1339369	MIRANDA ZAMORA, CRISTINA	12	3	4	65184.48							65184.48	
103	2037317	MITOCARIU, CIPRIAN	19	3	4	97098.99					2	1000.00	98098.99	
104	1029553	MONTOYA, MANUEL S	11	5	6	68280.42							68280.42	2/1/2021
105	1344181	MORA, FRANCISCO	12	4	5	68496.05					1	500.00	68996.05	
106	1030245	MORA, JORGE	13	2	3	65276.89					1		67408.81	
107	1359680	MORENO, MONIQUE	10	3	4	59285.21					3	750.00	60035.21	
108	1365836	MORONES, CRISTINA	15	5	6	84145.25							84145.25	
109	2277394	NGUYEN, BRIAN	11	5	6	68280.42					4	2000.00	70280.42	
110	2282505	NGUYEN, JOHN T.	15	3	4	76289.88							76289.88	
111	1029267	NGUYEN, MAI	11	5	6	68280.42					2	1000.00	69280.42	
112	1483723	NGUYEN, NGOC P	10	3	4	59285.21							59285.21	
113	2502581	NGUYEN, TRANG	15	1	2	69204.61							69204.61	5/1/2021
114	1054142	NGUYEN, TRANG	10	4	5	62227.13					4	2000.00	64227.13	
115	1039935	NGUYEN, TRINITY	13	4	5	72007.88	2.5				4	2500.00	76308.08	
116	1114757	OROPEZA, LILIANA (QUINLAN)	10	4	5	62227.13					2	2	63727.13	
117	2100670	ORTIZ, BRENDA	12	5	6	71884.69					1	500.00	72384.69	
118	1963530	OU, MARK	13	4	5	72007.88							72007.88	
119	1930927	PADRON, BALTIMORE	15	4	5	80155.97							80155.97	
120	1851190	PALOMARES, VANESSA	13	3	4	68588.50		2.5			2	500.00	70803.21	
121	1570992	PANOTES, JAMES	4	5	6	51830.28			7.5				55717.55	
122	2411517	PHAM, THIEN	8	2	3	51830.28							51830.81	
123	1273187	PHAN, LIEUTHU	6	3	4	50320.81			2.5			1	51578.83	
124	2385081	POORE, JACOB	17	2	3	81696.22							81696.22	
125	2383601	PURI BAWDON, NANDINI	14	3	4	72269.74							72269.74	
126	1914065	RABOT, IRENE	12	4	5	68496.05					3	1500.00	69996.05	
127	2381373	RAMOS, MICHELLE	9	3	4	56774.55							56774.55	
128	1715095	REQUENA RAMIREZ, RAQUEL	15	4	5	80155.97					1	500.00	80655.97	
129	2286360	REYNOLDS, DANIELLE	11	4	5	65030.43							65030.43	
130	2349363	RODRIGUEZ, RANDI	11	4	5	65030.43					1	500.00	65530.43	
131	2243540	RODRIGUEZ, BOBBY	4	5	6	46993.80							50518.34	
132	2090990	RUESGA, ELIAS	4	5	6	51830.28			7.5				55717.55	
133	1028137	SALAS, SARAH	15	5	6	84145.25	12.5				11	5500.00	100163.41	
134	2039925	SANCHEZ MORENO, MARISOL	12	5	6	71884.69							71884.69	
135	2255604	SANCHEZ URIBE, JOSE	15	5	6	84145.25							84145.25	
136	1068400	SANCHEZ, CHRIS	11	2	3	58930.93					1	500.00	59430.93	
137	1803076	SANCHEZ, MACARIO	8	4	5	57205.86							57205.86	
138	1779967	SERRAOS, RAQUEL	8	3	4	54479.57							54479.57	
139	2460443	SIERRA, ELIZABETH	5	2	3	48239.07							48239.07	
140	2170800	SIY, JAMES	15	2	3	72685.61							72685.61	
141	2272979	SOTO TELLEZ, ROXZEL	12	4	5	68496.05					8	4000.00	72496.05	
142	2455096	STEVENSON, CHRISTOPHER	8	2	3	51830.28							51830.28	
143	2306123	SUZUKI, MIYA	12	2	3	62088.51							62088.51	
144	2237788	TALARICO, CHRISTINA	12	4	5	68496.05							68496.05	
145	2293148	TRAY, AMY	13	3	4	68568.50							68568.50	
146	1029104	TRUJILLO ZUNIGA, BEATRICE	12	5	6	71884.69		2.5					73681.81	
147	1030805	TRUJILLO, GLORIA	10	5	6	65338.50	2.5	2.5					69855.43	
148	2347469	URBINA, VANESSA	12	3	4	65184.48					5	1250.00	65184.48	
149	1067136	VALENCIA, JENNIFER	14	5	6	79740.08	2.5						81733.58	2/1/2021
150	1058162	VASQUEZ, LILIANA	10	4	5	62227.13					4	2000.00	65782.81	
151	2233583	VU, AMY	8	3	4	54479.57					2	1000.00	55479.57	
152	2026243	VU, SARA	15	4	5	80155.97					5	2500.00	82655.97	
153	1948667	ZAMBRANO REYNOSO, IVAN	11	3	4	61919.08							61919.08	
		Board Approved: June 21, 2021												



<i>Attachment #2</i>			
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT MISCELLANEOUS PAY SCHEDULE 2021-2022			
<b>PROFESSIONAL EXPERTS:</b>			
<b>CHILD DEVELOPMENT</b>			
	<i>Child Care Associate</i>	(Effect: 7/1/2021)	\$15.00
	<i>Child Development Intern I</i>	(Effect: 7/1/2021)	\$16.00
	<i>Child Development Center Associate Substitute Teacher</i>	(Effect: 7/1/2021)	\$17.50
	<i>Child Development Center Substitute Teacher</i>	(Effect: 7/1/2021)	\$20.00
<b>COMMUNITY SERVICES</b>			
	Community Services Presenter I	(Effect: 1/24/00)	\$38.50
	Community Services Presenter II	(Effect: 1/24/00)	\$42.00
	Community Services Presenter III	(Effect: 8/27/96)	\$100/stipend unit
<b>CONTRACT EDUCATION</b>			
	Presenter I	(Effect: 1/1/07)	\$29.50
	Presenter II	(Effect: 1/1/07)	\$39.00
	Presenter III	(Effect: 1/1/07)	\$52.20
	Presenter IV	(Effect: 1/1/07)	\$63.00
	Presenter V	(Effect: 1/1/07)	\$68.25
	Presenter VI	(Effect: 05/27/2020)	\$73.80
	Presenter VII	(Effect: 05/27/2020)	\$80.00
<b>INSTRUCTIONAL SUPPORT</b>			
	Coaching Assistant	(Effect: 8/19/14)	\$18.00
	Instructional Associate Assistant		
	Exercise Science/ Fine & Perf. Arts/ Real Est.	(Effect: 1/1/07)	\$22.00
	Criminal Justice/Fire Technology/Basic Skills/OTA	(Effect: 7/1/12)	\$25.00
	Instructional Associate		
	Exercise Science/ Fine & Perf. Arts/ Real Est.	(Effect: 1/1/07)	\$30.00
	Criminal Justice/Fire Technology/Nursing	(Effect: 1/1/07)	\$35.00
	Real Time Captionist I	(Effect: 8/1/10)	\$27.00
	Real Time Captionist II	(Effect: 8/1/10)	\$32.00
	Real Time Captionist III	(Effect: 8/1/10)	\$40.00
	Sign Language Interpreter I	(Effect: 8/1/10)	\$18.00
	Sign Language Interpreter II	(Effect: 8/1/10)	\$20.00
	Sign Language Interpreter III	(Effect: 8/1/10)	\$25.00
	Sign Language Interpreter IV	(Effect: 8/1/10)	\$30.00
	Sign Language Interpreter V	(Effect: 8/1/10)	\$36.00
	Sign Language Interpreter VI	(Effect: 8/1/10)	\$40.00
	Sign Language Interpreter VII	(Effect: 8/1/10)	\$45.00
<b>SMALL BUSINESS DEVELOPMENT CENTER</b>			
	Business Expert Professional	(Effect: 7/1/04)	\$40.00
	Business Expert Professional II	(Effect: 04/17/07)	\$45.00
<b>MISCELLANEOUS</b>			
	<i>Clerical Assistant</i>	(Effect: 7/1/2021)	\$15.00
	Facility Planner I	(Effect: 10/30/18)	\$105.00
	Facility Planner II	(Effect: 10/30/18)	\$165.00
	<i>Food Pantry Assistant</i>	(Effect: 7/01/2021)	\$15.00
	Health Educator	(Effect: 1/1/07)	\$23.00
	Model	(Effect: 02/01/17)	\$26.00
	Nurse Practitioner	(Effect: 04/28/2020)	\$75.00
	Physician/Psychiatrist	(Effect: 1/1/16)	\$90.00
	Psychologist	(Effect: 9/11/18)	\$75.00
	Pre-Employment Articulation Testing	(Effect: 7/1/96)	\$24.50
	Announcer	(Effect: 4/17/19)	\$25.00
	Game Day Assistant	(Effect: 4/17/19)	\$15.00
	Scorekeeper	(Effect: 4/17/19)	\$20.00
	Regional Consortia Chair	(Effect: 7/1/13)	\$68.00
	<i>Residential Assistant I</i>	(Effect: 7/1/2021)	\$15.00
	<i>Residential Assistant II</i>	(Effect: 7/1/2021)	\$16.00
	Residential Assistant, Lead	(Effect: 4/17/19)	\$21.80
	<i>Site Director I</i>	(Effect: 07/01/21)	\$55.00
	<i>Site Director II</i>	(Effect: 07/01/21)	\$62.00
	Special Projects Analyst	(Effect: 4/17/19)	\$100.00
	Sports Information Assistant	(Effect: 1/1/07)	\$20.00
	Stage Assistant	(Effect: 1/1/07)	\$18.00
	Translator	(Effect: 1/1/07)	\$35.00
<b>STUDENT WORKERS</b>			
	<i>Student Assistant I</i>	(Effect: 7/1/2021)	\$15.00
	<i>Student Assistant II</i>	(Effect: 7/1/2021)	\$15.50
Board approved: 06/21/2021			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To: Board of Trustees	Date: June 21, 2021
Re: Approval of First Amendment to Professional Services Agreement between Rancho Santiago Community College District and the Association of Community College Trustees (ACCT)	
Action: Request for Approval	

**BACKGROUND**

On September 14, 2020, the Board approved agreement between Rancho Santiago Community College District and ACCT to assist in the recruitment and selection process for the new two college presidents. ACCT was successful in the recruitment for the president of Santiago Canyon College but not for Santa Ana College.

**ANALYSIS**

The Chancellor authorized the Assistant Vice Chancellor of Human Resources to coordinate the recruitment and selection process for the new Santa Ana College president for the second time.

The term on the original agreement was for the period of September 15, 2020, through June 30, 2021, we are amending this agreement, for the period of July 1, 2021, through December 30, 2021.

**RECOMMENDATION**

The administration recommends approval of the first amendment to the professional services agreement between RSCCD and ACCT, as presented.

Fiscal Impact: None	Board Date: June 21, 2021
Prepared by: Elvia Garcia, Assistant to the Vice Chancellor, Human Resources	
Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND THE ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES (ACCT)**

This First Amendment to Agreement is dated effective as of the later of July 1, 2021 or the date fully executed by both parties (“Effective Date”) and is entered into by and between Rancho Santiago Community College District (“District”), and the Association of Community College Trustees (hereinafter called “Contractor”).

District and Contractor entered into a certain Agreement originally dated effective September 15, 2020 (the “Agreement”).

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

1. Term is hereby amended to extend the original agreement end date from June 30, 2021 to December 31, 2021.
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between District and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirement and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

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

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BY: J. Noah Brown  
Signature of Authorized Person

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

Print Name: J. Noah Brown

Print Name: Adam M. O’Connor

Print Title: President and CEO

Title: Interim Vice Chancellor, Business Operations/Fiscal Services

Date: 5/21/2021

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To: Board of Trustees	Date: June 21, 2021
Re: Approval of First Amendment to Professional Services Agreement between Rancho Santiago Community College District and the PPL, Incorporated	
Action: Request for Approval	

**BACKGROUND**

On January 11, 2021, the Board approved the agreement between Rancho Santiago Community College District and PPL, Incorporated to assist in the recruitment and selection process for the Vice Chancellor of Business Services, Vice Chancellor of Human Resources and Chief Advisor for Academic and Diversity Programs.

**ANALYSIS**

PPL, Incorporated has successfully recruited for the Vice Chancellor of Business Services and Vice Chancellor of Human Resources. The screening and selection process for the Chief Advisor for Academic and Diversity Programs will begin in July 2021.

Therefore, the term on the original agreement was for the period of January 12, 2021, through June 30, 2021, we are amending this agreement, for the period of July 1, 2021, through December 30, 2021.

**RECOMMENDATION**

The administration recommends approval of the first amendment to the professional services agreement between RSCCD and PPL, as presented.

Fiscal Impact: None	Board Date: June 21, 2021
Prepared by: Elvia Garcia, Assistant to the Vice Chancellor, Human Resources	
Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND PPL, INCORPORATED**

This First Amendment to Agreement is dated effective as of the later of July 1, 2021 or the date fully executed by both parties (“Effective Date”) and is entered into by and between Rancho Santiago Community College District (“District”), and PPL, Incorporated (hereinafter called “Contractor”).

District and Contractor entered into a certain Agreement originally dated effective January 11, 2021 (the “Agreement”).

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

1. Term is hereby amended to extend the original agreement end date from June 30, 2021 to December 31, 2021.
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between District and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirement and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

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

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

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

Print Name: Guy F. Lease

Print Name: Adam M. O’Connor

Print Title: Executive Vice President/CFO

Title: Interim Vice Chancellor, Business Operations/Fiscal Services

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of Amendment No. 1 to the Agreement between Rancho Santiago Community College District and Health Advocate, Incorporated for an Employee Assistance Program and Advocacy Services	
Action:	Request for Approval	

**BACKGROUND**

The District entered into an agreement on January 1, 2021 with Health Advocate, Incorporated for our Employee Assistance Program (EAP) and Advocacy Services. The current contract is a one-year agreement with options to renew, but only if the District acts at least ninety (90) days prior to the contract term date. We are requesting to amend the current agreement section to state this agreement will automatically renew at the end of each term unless the District gives written notice of termination to Health Advocate, Inc. at least ninety (90) days prior to the end of the current term.

**ANALYSIS**

The original agreement was restricted to a one-year agreement. With this Amendment, the agreement will automatically renew unless the District recommends not to renew the agreement.

**RECOMMENDATION**

The administration recommends approval of amendment to the agreement between RSCCD and Health Advocate, Incorporated, as presented.

Fiscal Impact: None	Board Date: June 21, 2021
Item Prepared by: Don Maus, Director, Workplace Safety and Risk Management	
Item Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Item Recommended by: Marvin Martinez, Chancellor	

**AMENDMENT NO. 1**  
**TO THE**  
**PLAN SPONSOR AGREEMENT**  
**BY AND BETWEEN**  
**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**AND**  
**HEALTH ADVOCATE, INC.**

This Amendment No. 1 (“Amendment”) entered into as of **June 22, 2021** (the “Effective Date”) hereby supplements the Plan Sponsor Agreement, dated January 1, 2021 (the “PSA”) entered into by Health Advocate, Inc., (“Health Advocate”), and **Rancho Santiago Community College District** (“Client”), and is intended to modify the terms and conditions under the PSA executed by and on behalf of the Parties. Notwithstanding anything herein or in the PSA to the contrary, in the event of a conflict between the terms and conditions of the PSA and the provisions of this Amendment, this Amendment shall take precedence. Any capitalized term not otherwise defined in this Amendment shall have the meaning ascribed to it in the PSA.

1. Section 2b of the PSA is hereby amended by deleting such section in its entirety and replacing it with the following:

“2b. The Term of this Agreement shall be twelve (12) months from the Effective Date (the “Term”). Thereafter, the Agreement will automatically renew for an additional one (1) year term unless Client provides Health Advocate written notice at least ninety (90) days prior to the end of the current Term of its intention not to renew. In no event shall this Agreement continue for more than five (5) years.”

2. **Terms and Conditions:**

All terms and conditions of the Plan Sponsor Agreement not expressly referenced to the contrary herein remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

Other than as modified and supplemented herein, the PSA shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized officers, have executed this Amendment as of the Effective Date set forth above.

**For Rancho Santiago Community College District:**

\_\_\_\_\_  
Signature

Adam M. O'Connor  
Name

Interim Vice Chancellor, Business / Fiscal Services  
Title

\_\_\_\_\_  
Date

**Health Advocate, Inc.:**

\_\_\_\_\_  
Signature

Brian Harrigan  
Name

Chief Sales Officer  
Title

\_\_\_\_\_  
Date



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To: Board of Trustees	Date: June 21, 2021
Re: Approval of First Amendment to Professional Services Agreement between Rancho Santiago Community College District and Van Dermyden Makus Law Corporation	
Action: Request for Approval	

**BACKGROUND**

On September 20, 2020, the Board approved the approval of services agreement with Van Dermyden Maddux (formerly Maddux) Law Corporation for investigative and Title IX hearing officers services. Title IX recognizes the need for this ongoing support to be made available to our district.

**ANALYSIS**

The original agreement was for the period of September 15, 2020, through June 30, 2021, we are amending this agreement to an additional year, for the period of July 1, 2021, through June 30, 2022.

**RECOMMENDATION**

The administration recommends approval of the first amendment to the professional services agreement between RSCCD and Van Dermyden Makus Law Corporation, as presented.

Fiscal Impact: None	Board Date: June 21, 2021
Prepared by: Elvia Garcia, Assistant to the Vice Chancellor, Human Resources	
Submitted by: Jennifer De La Rosa, Interim District Administrator, Institutional Equity, Compliance & Title IX	
Recommended by: Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND VAN DERMYDEN MAKUS LAW CORPORATION**

This First Amendment to Agreement is dated effective as of the later of June 21, 2021 or the date fully executed by both parties (“Effective Date”) and is entered into by and between Rancho Santiago Community College District (“District”), and Van Dermynen Makus Law Corporation (hereinafter called “Contractor”).

District and Contractor entered into a certain Agreement originally dated effective September 14, 2020 (the “Agreement”).

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


1. Section 2 – Term – The term is hereby amended to extend the Agreements from June 30, 2021 to June 30, 2022. (Same fees as previously negotiated)
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, requirement and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

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

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BY:   
Signature of Authorized Person

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

Print Name: Deborah Maddux

Print Name: Adam M. O’Connor

Print Title: Senior Partner

Title: Interim Vice Chancellor, Business Operations/Fiscal Services

Date: June 10, 2021

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Human Resources

To:	Board of Trustees	Date: June 21, 2021
Re:	Approval of the Supplemental Retirement Plan (SRP2) through Phase II Systems Corporation dba Public Agency Retirement Services (PARS)	
Action:	Request for Approval	

**BACKGROUND**

On February 8, 2021, Rancho Santiago Community College District Board of Trustees approved the Supplemental Retirement Plan (SRP2) with Phase II Systems Corporation [dba] Public Agency Retirement Services (PARS) to generate additional substantial savings for Rancho Santiago Community College District. The District also worked with PARS on the first early retirement incentive program, approved by the Board of Trustees on July 13, 2020, in which seventy-five (75) employees participated.

**ANALYSIS**

The second retirement incentive program was offered to faculty, managers, confidential and classified employees who are nearing retirement and are eligible to retire under CalSTRS or CalPERS. PARS received fifty (50) employee applications to participate in the Supplemental Retirement Plan (SRP2). PARS has analyzed the district savings for these employees who have chosen to participate. Therefore, the district requests the Board approve the plan.

**RECOMMENDATION**

It is recommended the Board of Trustees approve the Supplemental Retirement Plan (SRP2) through Phase II Systems Corporation dba Public Agency Retirement Services, as presented.

Fiscal Impact: To Be Determined	Board Date: June 21, 2021
Item Prepared by: Elvia Garcia, Assistant to the Vice Chancellor, Human Resources	
Item Submitted by: Alistair Winter, Assistant Vice Chancellor, Human Resources	
Item Recommended by: Marvin Martinez, Chancellor	