

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, August 9, 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 August 9, 2021, meeting via a teleconference. No in-person attendance will be accommodated or permitted. To avoid exposure to COVID-19 this meeting will be held via teleconference by calling **(669) 900-6833, 560964295# (please use *9 to raise your hand using your phone if you’d like to speak during public comments) or by using this link: <https://cccconfer.zoom.us/j/560964295>**. Additionally, you may submit your comments electronically by emailing Gerard_Debra@rsccd.edu.

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing Gerard_Debra@rsccd.edu. Submissions by email must be received prior to 3:00 p.m. on August 9, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF AUGUST 9, 2021**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes. If a **translator** for the speaker is needed, please contact the executive assistant to the board of trustees at Gerard_Debra@rsccd.edu or leave a message at 714-480-7450, on the Friday prior to the meeting so appropriate accommodations may be made.

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Public Comment

Should you wish to participate in **public comments** or request to “speak” to an agenda item, you may speak when authorized by the Board President of the meeting or submit your comments electronically by emailing Gerard_Debra@rscgd.edu. Submissions by email must be received prior to 3:00 p.m. on August 9, 2021. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF AUGUST 9, 2021**. Please indicate if you are addressing a specific agenda item or are making a “Public Comment.” Members of the public who attend the meeting via web browser or telephone who have not submitted comments in advance but wish to address the governing board should listen for instructions provided during the meeting about using the Zoom chat feature or responding audibly when prompted by the Board President. Comments are limited to three minutes per person. The Board President may, at his discretion, limit the total number of speakers addressing a particular subject and/or reduce the minutes allowed per person below three minutes.

1.5 Approval of Minutes – Regular meeting of July 12, 2021 Action

1.6 Approval of Consent Calendar Action

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

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

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

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

1.9 Statement of Support of Deferred Action for Childhood Arrivals (DACA) Students

1.10 Discussion on Board Meetings and Closed Session

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

2.2 Reports from College Presidents

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

2.5 Reports from Academic Senate Presidents

2.6 Reports from Board Committee Chairpersons and Representatives of the Board

- Board Facilities Committee
- Board Institutional Effectiveness Committee

3.0 INSTRUCTION

- *3.1 Approval of Dual Enrollment Agreement between Mater Dei High School and Rancho Santiago Community College District Action
The administration recommends approval of the dual enrollment agreement between Mater Dei High School and RSCCD, as presented.
- *3.2 Approval of Educational Affiliation Agreement with Lake Elsinore Unified School District Action
The administration recommends approval of the educational affiliation agreement with Lake Elsinore Unified School District located in Lake Elsinore, California, as presented.
- *3.3 Approval of Standard Clinical Affiliation Agreement with French Park Care Center Action
The administration recommends approval of the standard clinical affiliation agreement with French Park Care Center located in Santa Ana, California, as presented.
- *3.4 Approval of Unified Master Services Agreement with Castle Branch, Inc. Action
The administration recommends approval of the unified master services agreement with Castle Branch, Inc. located in North Carolina, as presented.
- *3.5 Approval of International Student Recruitment Agreement with Bluesea Trading and Consultant Co. Ltd. Action
The administration recommends approval of the international student recruitment agreement with Bluesea Trading and Consultant Co. Ltd. located in Vietnam, as presented.
- *3.6 Approval of International Student Recruitment Agreement with Capstone Vietnam Co. Ltd. Action
The administration recommends approval of the international student recruitment agreement with Capstone Vietnam Co. Ltd. located in Vietnam, as presented.
- *3.7 Approval of International Student Recruitment Agreement with DEOW Co. Ltd. Action
The administration recommends approval of the international student recruitment agreement with DEOW Co. Ltd. located in Japan, as presented.
- *3.8 Approval of International Student Recruitment Agreement with I-Studylink Co. Ltd. Action
The administration recommends approval of the international student recruitment agreement with I-Studylink Co. Ltd. located in Vietnam, as presented.

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

- *3.9 Approval of International Student Recruitment Agreement with WEDUSHARE Co. Ltd. Action
The administration recommends approval of the international student recruitment agreement with WEDUSHARE Co. Ltd. located in Cambodia, as presented.
- *3.10 Approval of International Student Recruitment Agreement with WIL Co. Ltd. Action
The administration recommends approval of the international student recruitment agreement with WIL Co. Ltd. located in Vietnam, as presented.
- *3.11 Approval of Educational Affiliation Agreement with Pine Street Physical & Occupational Therapy Action
The administration recommends approval of the educational affiliation agreement with Pine Street Physical & Occupational Therapy located in Stockton, California, as presented.
- *3.12 Approval of Memorandum of Understanding (MOU) between Rancho Santiago Community College District and The Regents of the University of California on behalf of the University of California, Irvine Action
The administration recommends approval of the MOU between RSCCD and The Regents of the University of California on behalf of the University of California, Irvine, as presented.
- *3.13 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.
- *3.14 Approval of Health Sciences Program Agreement between The Regents of the University of California and Rancho Santiago Community College District Action
The administration recommends approval of the health sciences program agreement between The Regents of the University of California and RSCCD, as presented.
- *3.15 Approval of Rancho Santiago Community College District Professional Services Agreement with Main Graphics Action
The administration recommends approval of the RSCCD professional services agreement with Main Graphics located in Irvine, California, as presented.

- *3.16 Approval of Amendment No. 2 to Agreement No. C-7-1833 between Orange County Transportation Authority (OCTA) and Santa Ana College (SAC) for College Pass Pilot Program Action
The administration recommends approval of Amendment No. 2 to agreement No. C-7-1833 between OCTA and SAC for the college pass pilot program, as presented.
- *3.17 Approval of Amendment #1 to Agreement No. C-8-1790 between Orange County Transportation Authority and Santiago Canyon College (SCC) for College Pass Pilot Program Action
The administration recommends approval of Amendment #1 to the agreement between OCTA and SCC for the college pass pilot program, as presented.
- *3.18 Approval of Amendment #2 to Agreement No. C-7-1871 between Orange County Transportation Authority and Rancho Santiago Community College District for Continuing Education College Pass Pilot Program Action
The administration recommends approval of Amendment #2 to Agreement No. C-7-1871 between OCTA and RSCCD for the Continuing Education pass program, as presented.
- *3.19 Approval of Five-Year Instructional Services Agreement Renewal with Orange Unified School District (OUSD) Action
The administration recommends approval of the five-year instructional services agreement renewal with OUSD as presented.
- *3.20 Approval of Designated Representative to Serve as Official RSCCD Representative on Rancho Santiago Adult Education Consortium for 2021-2022 Fiscal Year Action
The administration recommends approval of Eden Quimzon as the designated representative to serve as the official RSCCD representative on the Rancho Santiago Adult Education Consortium for the 2021-2022 fiscal year as presented.

4.0 BUSINESS SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases and Budget Transfers, and Intrafund and Interfund Transfers Action
The administration recommends approval of budget increases, decreases and transfers, and intrafund and interfund transfers from June 28, 2021, to June 30, 2021.

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

- *4.3 Approval of Public Hearing for 2021-2022 Proposed Adopted Budget Action
The administration recommends the board hold a public hearing on the 2021-2022 proposed adopted budget at the September 13, 2021, board meeting.
- *4.4 Approval 2021-2022 Proposed Adopted Budget Assumptions Action
The administration recommends approval of the adopted budget assumptions for the 2021-2022 fiscal year as presented.
- 4.5 Quarterly Investment Report as of June 30, 2021 Information
The quarterly investment report as of June 30, 2021, is presented as information.
- *4.6 Approval of Amendment No. 4 (Lease Extension) to Agreement with Sprint PCS Assets, LLC for Cellular Communications Facilities on Rooftop of Building D at Santa Ana College Action
The administration recommends approval of Amendment No. 4 (Lease Extension) to the agreement with Sprint PCS Assets, LLC as presented.
- *4.7 Ratification of Change Order #3 for McCarthy Building Companies, Inc. for Request for Proposal (RFP) #1819-224 Lease-Leaseback Construction Services for Johnson Student Center at Santa Ana College Action
The administration recommends ratification of change order #3 for McCarthy Building Companies, Inc. Lease-Leaseback Construction Services for Johnson Student Center at SAC as presented.
- *4.8 Ratification of Award of Bid #1408 for Water Conservation Irrigation Controller Upgrade Phase 2 at Santa Ana College Action
The administration recommends ratification of the award of Bid #1408 for the water conservation irrigation controller upgrade Phase 2 at SAC as presented.
- *4.9 Approval of Acceptance of Completion of RFP #1819-224 for Lease-Leaseback Construction Services for John Student Center at Santa Ana College and Approve Recording a Notice of Completion Action
The administration recommends acceptance of the project as complete and approval of filing a Notice of Completion with the County as presented.
- *4.10 Approval of Amendment to Agreement with LSA Associates, Inc. for Traffic/Circulation Analysis for Campus Entrance Improvements Project at Santiago Canyon College Action
The administration recommends approval of the amendment to the agreement with LSA Associates, Inc. for traffic/circulation analysis for the campus entrance improvements project at SCC.

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

- *4.11 Approval of Agreement with American Engineering Laboratories, Inc. for Materials Testing and Special Inspection Services for Orange Education Center (OEC) Site Remediation Project Action
The administration recommends approval of the agreement with American Engineering Laboratories, Inc. for materials testing and special inspection services for the OEC site remediation project as presented.
- *4.12 Approval of Agreement with Innovative Construction Solutions, Inc. for Environmental Remediation Construction Services for Orange Education Center Site Remediation Project Action
The administration recommends approval of the agreement with Innovative Construction Solutions, Inc. for environmental remediation construction services for the OEC site remediation project as presented.
- *4.13 Approval of Agreement with Knowland Construction Services for Project Inspection Services for Orange Education Center Site Remediation Project Action
The administration recommends approval of the agreement with Knowland Construction Services for project inspection services for the OEC site remediation project as presented.
- *4.14 Approval of Amendment No. 1 (Lease Extension) to Agreement with T-Mobile West LLC for Cellular Communications Facilities on Rooftop of District Operations Center Action
The administration recommends approval of Amendment No. 1 (Lease Extension) to the agreement with T-Mobile West LLC as presented.
- *4.15 Acceptance of Vendor Name Change Action
The administration recommends acceptance of the vendor name change request from Digital Networks Group, Inc. to Avidex Industries, LLC as presented.
- *4.16 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period June 20, 2021, through July 17, 2021.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Services or her designee to enter into related contractual agreements on behalf of the district for the following:
- California Adult Education Program (SAC & SCC) - \$ 80,594
Augmentation
 - Career and Technical Education (CTE) Title I-C (District/SAC/SCC) \$998,619
 - Nursing Program Support Grant (SAC) \$207,358

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

- *5.2 Approval of Sub-Agreement between RSCCD and Orange County Superintendent of Schools for Strong Workforce Program – Regional Funds (#DO-19-2182-33) Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.3 Approval of Corrections to Sub-Agreement between RSCCD and Irvine Unified School District to Award K-12 Strong Workforce Program 2020-2021 Funds (#DO-20-2504-38) Action
The administration recommends approval of the corrections to the sub-agreement and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.4 Approval of First Amendment to Sub-Agreement between RSCCD and Los Angeles County of Education in Los Angeles Region Selected to Host Strong Workforce Program K12 Pathway Coordinator - Year 2 (DO-19-2563-31.01)
The administration recommends approval of the first amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.5 Approval of Interagency Food Service Agreement Action
The administration recommends approval of the Interagency Food Service agreement and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into a related agreement on behalf of the district.
- *5.6 Approval of Professional Services Agreement with Jennifer Walsvick Action
The administration recommends approval of the professional services agreement and authorization be given to the Vice Chancellor, Business Services or her designee to sign and enter into a related agreement on behalf of the district.
- *5.7 Approval of Professional Services Agreement with BlackBeltHelp LLC Action
The administration recommends approval of the professional services agreement with BlackBeltHelp LLC as presented.
- 5.8 Adoption of Board Policy Action
It is recommended that the board adopt new Board Policy 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus2) Vaccination Program as presented.

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

5.9 First Reading of Board Policy Information

The following policy is presented for a first reading as an information item:

- Board Policy 7132 Management Medical/Dental Insurance Benefits

5.10 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Profession Experts
 - f. Volunteers
 - g. Student Workers
 - h. Educational Administrator Appointments
 - (1) Dean, Humanities & Social Sciences Division
 - (2) Director, Facility Planning, Construction & Support Services
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

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

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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of New Job Descriptions
- Approval of Appointments
- Approval of Interim Assignments
- Approval of Extensions of Interim Assignment
- Approval of Amended Annual Rate for Extended Interim Assignments
- Approval of Amended Hourly Rates for Extended Interim Assignment
- Approval of Changes of Title/Grade
- Approval of Fall 2021 FARSCCD Beyond Contract/Overload Hourly Step Increases/Effective August 16, 2021
- Approval of Fall 2021 FARSCCD Part-time/Hourly Step Increases/Effective August 16, 2021
- Approval of Fall 2021 CEFA Part-time/Hourly Step Increases/Effective August 16, 2021
- Approval of Reassignments/Changes of Location
- Approval of Additional Faculty Service Areas (FSA)
- Approval of 2020-2021 Additional Contract Extension Days
- Approval of 2021-2022 Additional Contract Extension Days
- Approval of 2021-2022 Adjusted Contract Extension Daily Rates
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Column Changes
- Approval of Non-paid Intern Service

6.2 Classified Personnel

Action

- Approval of Revised Miscellaneous Pay Schedules
- Approval of Longevity Increments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Return to Regular Assignments
- Approval of Changes in Position
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements

6.2 Classified Personnel (cont.)

- Approval of Short Term Assignments
- Approval of Changes in Temporary Assignment
- Approval of Additional Hours for Ongoing Assignment
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Approval of Retiree Medicare Enrollment for Eligible Retirees

Action

It is recommended that the board approves:

- a. that all Medicare eligible retirees and Medicare eligible spouses enroll in a Medigap plan as the RSCCD sponsored medical plan and;
- b. the District agrees to reimburse Medicare Part B late penalties for employees who retired prior to August 9th, 2021.

6.4 Authorization for Board Travel/Conferences

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

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on September 13, 2021.

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

Monday, July 12, 2021

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The Zoom meeting was called to order at 4:36 p.m. by Mr. Phil Yarbrough via video/teleconference. Other members present were Dr. Tina Arias Miller, Mr. David Crockett, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, and Ms. Elisabeth Neely participated via video/teleconference (Zoom) pursuant to Governor Newsom's Executive Order N-29-20. Mr. Sal Tinajero arrived at the time noted.

Administrators present during the regular meeting via video/teleconference (Zoom) were Mr. Cheng Yu Hou, Ms. Iris Ingram, Dr. Marilyn Flores, Mr. Marvin Martinez, Mr. Enrique Perez, and Mr. Jose Vargas. Ms. Anita Lucarelli was present via video/teleconference (Zoom) as record keeper.

1.2 Pledge of Allegiance to the United States Flag

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

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Hernandez and seconded by Dr. Arias Miller to approve an addendum to Item 6.3 (Classified Personnel). The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely's advisory vote was aye.

1.4 Public Comment

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

Dr. Becky Ettinger, Ms. Katherine Lemen, and Ms. Karen Martin spoke regarding Item 5.7 (First Reading of Board Policy) in opposition of BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Employees.

Mr. Tinajero arrived during Ms. Lemen's public comments (approximately 4:45 p.m.).

1.4 Public Comment (cont.)

Ms. Kelly Nguyen spoke regarding Item 5.7 (First Reading of Board Policy) in support of BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) – Employees.

Mr. Morrie Barembaum welcomed Ms. Ingram, Vice Chancellor, Business Services; and Mr. Hou, Vice Chancellor, Human Resources, to the district.

1.5 Approval of Minutes

It was moved by Mr. Labrado and seconded by Mr. Hernandez to approve the minutes of the regular meeting held June 21, 2021. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Tinajero 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, with the exception of Item 3.17 (Memorandum of Agreement between Los Angeles/Orange Counties Building & Construction Trades Council Apprenticeship Readiness Fund and RSCCD) removed from the Consent Calendar by Mr. Hernandez as a possible conflict of interest for Mr. Hanna. Mr. Hanna indicated Item 3.17 would not be a conflict of interest for him but agreed to remove the item from 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 Neely’s advisory vote was aye.

3.1 Approval of Dual Enrollment Agreement between Western Education Corporation and Rancho Santiago Community College District

The board approved the dual enrollment agreement between Western Education Corporation and RSCCD, as presented.

3.2 Approval of Standard Clinical Affiliation Agreement with Covenant Care California, LLC dba St. Edna Sub-Acute and Rehabilitation Center

The board approved the standard clinical affiliation agreement with Covenant Care California, LLC dba St. Edna Sub-Acute and Rehabilitation Center located in Santa Ana, as presented.

3.3 Approval of Educational Affiliation Agreement with Nurture Collective (Speech-Language Pathology Assistant Program [SLPA])

The board approved the educational affiliation agreement for the SLPA program with Nurture Collective located in Whittier, California, as presented.

1.6 Approval of Consent Calendar (cont.)

- 3.4 Approval of Educational Affiliation Agreement with Nurture Collective (Occupational Therapy Assistant Program [OTA])
The board approved the educational affiliation agreement for the OTA program with Nurture Collective located in Whittier, California, as presented.
- 3.5 Approval of Educational Affiliation Agreement with Maya Borna Inc
The board approved the educational affiliation agreement with Maya Borna Inc located in Los Angeles, California, as presented.
- 3.6 Approval of Standard Clinical Affiliation Agreement with Bartlett Center, LLC dba French Park Care Center
The board approved the standard clinical affiliation agreement with Bartlett Care Center, LLC dba French Park Care Center located in Santa Ana, California, as presented.
- 3.7 Approval of Site-Based Learning Affiliation Agreement with Capella University
The board approved the site-based learning affiliation agreement with Capella University located in Minneapolis, Minnesota, as presented.
- 3.8 Approval of Clinical Training Affiliation Agreement (Without School Instructor on Entity Premises) with Irvine Adult Day Health Services
The board approved the clinical training affiliation agreement (without school instructor on entity premises) with Irvine Adult Day Health Services located in Irvine, California, as presented.
- 3.9 Approval of Educational Affiliation Agreement with Speech and Language Development Center
The board approved the educational affiliation agreement with the Speech and Language Development Center located in Buena Park, California, as presented.
- 3.10 Approval of Educational Affiliation Agreement with OC Autism Foundation
The board approved the educational affiliation agreement with OC Autism Foundation located in Garden Grove, California, as presented.
- 3.11 Approval of Educational Affiliation Agreement with Irvine Unified School District
The board approved the educational affiliation agreement with Irvine Unified School District located in Irvine, California, as presented.
- 3.12 Approval of Educational Affiliation Agreement with All Star Physical Therapy
The board approved the educational affiliation agreement with All Star Physical Therapy located in Murrieta, California, as presented.

1.6 Approval of Consent Calendar (cont.)

- 3.13 Approval of Educational Affiliation Agreement with Etiwanda School District
The board approved the educational affiliation agreement with Etiwanda School District located in Etiwanda, California, as presented
- 3.14 Approval of Standard Clinical Affiliation Agreement with AmbuServe Ambulance
The board approved the standard clinical affiliation agreement with AmbuServe Ambulance located in Gardena, California, as presented.
- 3.15 Approval of Rancho Santiago Community College District Professional Services Agreement with West Coast Customs
The board approved the RSCCD professional services agreement with West Coast Customs located in Burbank, California, as presented.
- 3.16 Approval of Memorandum of Understanding with Guest House, LP
The board approved the MOU with Guest House LP located in Newport Beach, California, as presented.
- 3.18 Approval of Rancho Santiago Community College District Professional Services Agreement with Katrina Williams (K.W.) Media
The board approved the RSCCD professional services agreement with Katrina Williams (K.W.) Media located in Seattle, Washington, as presented.
- 3.19 Approval of Rancho Santiago Community College District Professional Services Agreement with Univision Communications, Inc.
The board approved the RSCCD professional services agreement with Univision Communications, Inc. located in Los Angeles, California, as presented.
- 3.20 Approval of Rancho Santiago Community College District Professional Services Agreement with Estrella Media
The board approved the RSCCD professional services agreement with Estrella Media located in Burbank, California, as presented.
- 3.21 Approval of Revised Standard Clinical Affiliation Agreement with City of Newport Beach on behalf of Oasis Senior Center for Health Sciences/Nursing Program
The board approved the revised standard clinical affiliation agreement with the City of Newport Beach on behalf of the Oasis Senior Center located in Corona Del Mar, California, as presented.
- 3.22 Approval of Proposed Revisions for 2020–2021 Santa Ana College (SAC) Catalog Addendum
The board approved the proposed revisions for the 2020–2021 SAC catalog addendum, as presented.

1.6 Approval of Consent Calendar (cont.)

3.23 Approval of Proposed Revisions for 2022–2023 Santa Ana College Catalog

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

3.24 Approval of Santa Ana College & Santiago Canyon College (SCC) Community Services Program for Fall 2021

The board approved the SAC & SCC Community Services program for Fall 2021, as presented.

3.25 Approval of Santa Ana College Institutional Self-Evaluation Report

The board approved the SAC institutional self-evaluation report, as presented.

3.26 Approval of Santiago Canyon College Institutional Self-Evaluation Report

The board approved the SCC institutional self-evaluation report, as presented.

3.27 Approval of Professional Services Agreement with Entravision

The board approved the professional services agreement with Entravision located in Los Angeles, California, as presented.

3.28 Approval of Professional Services Agreement with ReachLocal, Inc.

The board approved the professional services agreement with ReachLocal, Inc. located in Woodland Hills, California, as presented.

3.29 Approval of Agreement with Pacific Clinics' Recovery Education Institute (REI)

The board approved the agreement with Pacific Clinics' REI located in Orange, California.

3.30 Approval of Consulting Agreement Renewal with Orange Unified School District (OUSD)

The board approved the renewal of the consulting agreement with OUSD as presented.

3.31 Approval of Memorandum of Understanding for Five-Year Renewal of Bridge Program with Orange Unified School District

The board approved the MOU renewal for the Bridge program with OUSD as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

1.6 Approval of Consent Calendar (cont.)

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

The board approved budget increases, decreases and transfers, and intrafund and interfund transfers from June 8, 2021, to June 27, 2021.

4.3 Adoption of Resolution No. 21-13 for Separate Bank and Investment Accounts

The board adopted Resolution No. 21-13 for separate bank and investment accounts as presented.

4.4 Approval of Change Order #1 for Southern Counties Quality Masonry, Inc. for Bid #1394 Welding Concrete Masonry Unit Wall Extension at Santa Ana College

The board approved change order #1 for Southern Counties Quality Masonry, Inc. for Bid #1394 for the welding concrete masonry unit wall extension at SAC as presented.

4.5 Acceptance of Completion of Bid #1394 Welding Concrete Masonry Unit Wall Extension at Santa Ana College and Approval of Recording a Notice of Completion

The board accepted Bid #1394 for the welding concrete masonry unit wall extension at SAC as complete and approved filing a Notice of Completion with the County as presented.

4.6 Approval of Change Order #1 for Golden Gate Steel, Inc. dba Golden Gate Construction for Bid #1389 Barrier Removal East Broadmoor Trail Project at Santiago Canyon College (SCC)

The board approved change order #1 for Golden Gate Steel, Inc. dba Golden Gate Construction for Bid #1389 for the barrier removal East Broadmoor Trail project at SCC as presented.

4.7 Acceptance of Completion of Bid #1389 Barrier Removal East Broadmoor Trail Project at Santiago Canyon College and Approve Recording a Notice of Completion

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

4.8 Ratification of Award of Bid #1406 Safety and Security Building Access Control Upgrades at Santiago Canyon College

The board ratified the award of Bid #1406 for the Safety and Security Building access control upgrades at SCC as presented.

1.6 Approval of Consent Calendar (cont.)

4.9 Approval of Agreement with Cumming Management Group, Inc. for Cost Estimating Consulting Services for Access Control Pilot Projects at Santa Ana College, Santiago Canyon College, and Digital Media Center (DMC)

The board approved the agreement with Cumming Management Group, Inc. for cost estimating consulting services for the access control pilot projects at SAC, SCC, and DMC as presented.

4.10 Approval of Five-Year Construction Plan (2023-2027) and Initial Project Proposals (IPPs) for Santa Ana College

The board approved the Five-Year Construction Plan (2023-2027) and IPPs for SAC as presented.

4.11 Approval of Foundation for California Community Colleges (FCCC) Master Services Agreement #00004526 Awarded to Office Depot, LLC

The board approved the District's use of the FCCC Master Services Agreement #00004526 awarded to Office Depot, LLC, including any future renewals, addendums, supplements, modifications and extensions as presented.

4.12 Approval of Purchase Orders

The board approved the purchase order listing for the period May 23, 2021, through June 19, 2021.

5.1 Approval of Resource Development Items

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

- Early Head Start 2021 – Emergency American Rescue Plan (ARP) COVID (District) \$167,510

5.2 Approval of Sub-Agreements between RSCCD and Local Educational Agencies in Los Angeles County and Orange County Selected to Host Strong Workforce Program K12 Pathway Coordinators (Year 3)

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

5.3 Approval of Memorandum of Understanding (MOU) between RSCCD and Santa Ana Unified School District (SAUSD)

The board approved the MOU between RSCCD and SAUSD for the provision of early care and education services and authorized the Vice Chancellor, Business Services or her designee to sign and enter into related agreement on behalf of the district.

1.6 Approval of Consent Calendar (cont.)

5.4 Approval of Professional Services Agreement with C Augenstein Corporation

The board approved the professional services agreement and authorized the Vice Chancellor, Business Services or her designee to sign and enter into a related agreement on behalf of the district.

5.5 Approval of Auxiliary Organizations in Good Standing Per Administrative Regulation/Board Policy 3600

The board approved the list of auxiliary organizations in good standing as presented.

1.7 Recognition of Rancho Santiago Community College District Diversity Award Recipient

The board recognized Ms. Junko Ishikawa, International Student Program Specialist, Santa Ana College, for being named as RSCCD's first Diversity Award Recipient and acknowledged Ms. Ishikawa for her significant contributions which promote awareness of and build upon RSCCD's core values of diversity, equity, and inclusion.

1.8 Presentation on Enrollment Strategy and Marketing

Ms. Dalilah Davaloz Interim Public Information Officer, SAC; Ms. Ruth Cossio-Muniz, Interim Chief Communications Officer, RSCCD; Ms. Jennifer Hoeger, Interim Director, Special Projects, Centennial Education Center; and Mr. Enrique Perez, Vice Chancellor, Educational Services, RSCCD; provided a presentation on the District's enrollment strategy and marketing. Board members received clarification on data related to the presentation from Ms. Davaloz, Ms. Cossio-Muniz, Ms. Hoeger, and Mr. Perez.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

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

2.3 Report from Student Trustee

Ms. Neely provided a report to the board.

2.4 Reports from Student Presidents

Ms. Elisabeth Neely, Student President, Santiago Canyon College, provided a report to the board on behalf of the Associated Student Government (ASG) organization:

There was no representation from Santa Ana College.

2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.6 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the July 6, 2021, Board Facilities Committee meeting.

3.0 INSTRUCTION

Items 3.1 through 3.16 and Items 3.18 through 3.31 were approved as part of Item 1.6 (Consent Calendar).

Due to technical issues, Mr. Tinajero left the meeting at this time.

3.17 Approval of Memorandum of Agreement between Los Angeles/Orange Counties Building & Construction Trades Council Apprenticeship Readiness Fund and Rancho Santiago Community College District

It was moved by Dr. Arias Miller and seconded by Mr. Hanna to approve the MOU between Los Angeles/Orange Counties Building & Construction Trades Council Apprenticeship Readiness Fund and RSCCD, as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely's advisory vote was aye.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

5.0 GENERAL

Items 5.1 through 5.5 were approved as part of Item 1.6 (Consent Calendar).

5.6 Adoption of Board Policies

Mr. Hanna asked that the policies be voted on separately and that in the future, policies for adoption be listed as separate items on the agenda so each one is voted on individually.

It was moved by Mr. Hanna and seconded by Dr. Arias Miller to adopt Board Policy 2431 Chancellor Selection. Discussion ensued. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

It was moved by Dr. Arias Miller and seconded by Mr. Crockett to adopt Board Policy 2760 Campaign Limitations.

Mr. Hanna asked that the following edits (in bold and underlined) be made to the policy: (NOTE: There’s more text to the policy; listed below are the only the paragraphs that have changes requested.)

*To better promote the objective of fair elections, broader participation, and avoidance of corruption **or the appearance 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.*

*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. **Electronic delivery to the district is acceptable.***

*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 the board’s imposition of an** administrative penalty upon election, including being banned from serving as an officer of the District, censure, **reprimand**, or serving on any District committee.*

***Findings by the board of** 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 **other** Board action consistent with the Board’s code of ethics and Board Policy 2715.*

Discussion ensued.

Mr. Tinajero rejoined the meeting during the discussion of Board Policy 2760.

5.6 Adoption of Board Policies (cont.)

It was moved by Mr. Hanna and seconded by Mr. Hernandez to amend Board Policy 2760 with the abovementioned edits by Mr. Hanna. The motion to amend the policy carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

The motion to adopt Board Policy 2760 Campaign Limitations with amendments carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

It was moved by Mr. Hernandez and seconded by Dr. Arias Miller to adopt Board Policy 7100 Commitment to Diversity as amended. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

5.7 First Reading of Board Policy

The following policy was presented for a first reading as an information item:

- Board Policy 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW)

5.8 Approval of Letter to SchoolsFirst Federal Credit Union

The board discussed the proposed letter to SchoolsFirst Federal Credit Union as presented. Discussion ensued. Ms. Neely asked that her name be added to the letter to SchoolsFirst Federal Credit Union. Mr. Yarbrough asked that a copy of the letter not be send to the news agencies listed at the end of the letter.

It was moved by Mr. Hernandez and seconded by Mr. Crockett to approve sending the letter signed by all board members, including Ms. Neely, to the SchoolsFirst Federal Credit Union and without copies being sent to news agencies. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Mr. Yarbrough. Student Trustee Neely’s advisory vote was aye.

5.9 Board Member Comments

Board members welcomed Ms. Ingram and Mr. Hou to the district.

Dr. Arias Miller indicated she planning to attend the Orange County Sheriff’s Regional Training Academy graduation ceremony on July 22, 2021, and is representing the board at the Johnson Center Grand Opening at Santa Ana College on July 27, 2021.

5.9 Board Member Comments (cont.)

Mr. Crockett expressed appreciation for the district's position on vendors and partners of RSCCD having governing boards or leadership that represent the communities it serves.

Mr. Hanna explained to those in attendance that Item 5.7 (First Reading of Board Policy) was not overlooked during the meeting since it was presented to the board as information at this meeting and there had been discussion in past board meetings on Board Policy 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW); therefore, there was no need for board members to comment. He stated that the first reading is for information purposes and the policy will be on the August 9, 2021, agenda as an action item.

Mr. Hanna thanked Mr. Shahbazian for his service as SAC Academic Senate President.

Mr. Hanna indicated he plans to forward an email to the chancellor that he received from a business representative involved in the workforce program that states SAC students were not able to have access to a faculty member they needed to work with.

Mr. Hernandez indicated he recently attended a retirement party for Ms. Amy Styffe, Administrative Secretary, SCC.

As Vice Chair of the Veterans Memorial Park Foundation, he reported that he participated in a press conference to obtain land to develop a veterans' cemetery.

Mr. Hernandez asked that the board include a DEI (Diversity, Equity & Inclusion) item on the study session agenda and have a DEI action item on the next regular board meeting following the study session.

Mr. Tinajero apologized for his technical difficulties which caused him to be late to the meeting.

Mr. Tinajero provided source citations for his position on vaccines and encouraged those that made public comments not to attack him personally.

Mr. Yarbrough thanked Congressman Lou Correa for his assistance in obtaining approval for a federal earmark for RSCCD. (Earlier the chancellor indicated the bill is now in the appropriations process.)

Mr. Yarbrough indicated he plans to work with the chancellor on scheduling a study session with the board in order to have more time to work on RSCCD marketing.

RECESS TO CLOSED SESSION

The board convened into closed session at 8:15 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Management Staff
 - d. Classified Staff
 - e. Student Workers
 - f. Professional Experts
 - g. Educational Administrator Appointments
 - (1) Associate Dean, Health Science & Nursing
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956. 54956.9[d][1])

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

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

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

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

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

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

Ms. Neely left the meeting at this time.

RECONVENE

The board reconvened at 10:28 p.m.

Public Comment

There were no public comments.

Closed Session Report

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

6.0 HUMAN RESOURCES

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

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the revised job description for the Vice Chancellor of Educational Services. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

6.2 Management/Academic Personnel

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

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

6.3 Classified Personnel

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

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

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

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to receive and file the Child Development Centers – CSEA Chapter 888 initial bargaining proposal to RSCCD and schedule a public hearing for its August 9, 2021, meeting. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

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

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to receive and file the RSCCD initial bargaining proposal to the Child Development Centers - CSEA Chapter 888 and schedule a public hearing for its August 9, 2021, meeting. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

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

Mr. Yarbrough indicated this item proposes a 3% increase to the salary, fringe benefit, and allowance for Marvin Martinez, Chancellor. The chancellor's current salary is \$317,460.00; with a 3% increase it is proposed to be \$326,983.80. The chancellor's current fringe benefit is \$610.50; with a 3% increase it is proposed to be \$628.82. The chancellor's current allowance is \$508.75; with a 3% increase it is proposed to be \$524.01.

It was moved by Mr. Hernandez and seconded by Mr. Tinajero to approve the 3% increase to the salary, fringe benefit, and allowance for Marvin Martinez, Chancellor, as presented. The motion carried with the following vote: Aye – Dr. Arias Miller, Mr. Crockett, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Mr. Tinajero, and Mr. Yarbrough.

6.7 Authorization for Board Travel/Conferences

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

7.0 ADJOURNMENT

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

There being no further business, Mr. Yarbrough declared the meeting adjourned at 10:32 p.m.

Respectfully submitted,

Marvin Martinez, Chancellor

Approved: _____
Clerk of the Board

Minutes approved: August 9, 2021

From: Martin, Karen
Sent: Monday, July 12, 2021 2:38 PM
To: Gerard, Debra
Subject: Public Comments for 7.12.21 Board Meeting today

Although the purpose of BP Policy 7325 is to "protect the health and safety of the RSCCD community," the Covid vaccines, especially more recently, have been shown to be ineffective and even dangerous. Second, vaccine mandates are illegal until FDA approval. Finally, teacher approval is crucial.

Vaccines are dangerous and ineffective: A medical group has posted 10 vaccine facts, outlining mRNA vaccines' mode of operation, dangerous side effects, and alternative therapies: <https://www.americasfrontlinedoctors.com/wp-content/uploads/AFLDS-10-Facts-Experimental-Vaccine-Cole-4-12-21.pdf>

The CDC VAERS (Vaccine Adverse Effect Reporting System) as of June 21 reported 5,479 deaths and side effects (due to 3 Covid vaccines) of anaphylaxis thrombosis, myocarditis, and others. This is just a fraction of the actual reports; I counted over 323,436 in their excel data sheet. The CDC further reported on June 30, 2021 10,626 breakthrough Covid cases of fully vaccinated individuals in 46 states. Even last month [Almost 4,000 fully vaccinated people in Massachusetts have tested positive for COVID-19](#)

Vaccines cannot be legally mandated before FDA Approval: with the mounting deaths and adverse affects, vaccine approval seems unlikely, especially as clinical trials will end on 10/27/22 (Moderna) and 1/21/23 (Pfizer). Furthermore, schools and businesses face legal action toward mandates. Louisiana State University was forced to stop a vaccine mandate this month: <https://onenewsnow.com/medical-health/2021/06/02/lsu-pumps-brakes-on-mandatory-vaccine-after-legal-warning> Is RSCCD willing to face legal challenges?

In addition, George Gresham, the president of United Health Care, the largest healthcare union in the United States has, announced that the organization will fight against companies requiring mandatory [COVID-19](#) vaccines for employees. [Frontline News, Edition 24](#)

Teacher approval is crucial

As of the June 21 Board meeting, FARSCCD, the teacher union, and part time employees had not been notified of this policy despite numerous spoken and 25 emailed public comments: 1 for/24 against mandated vaccine (5/24/21 Board Meeting). Even more comments may have been emailed to the 6/15 Committee and 6/21 Board meetings where 4 and 9 people, respectively, including health care providers, disability administrators, and concerned/vaccinated teachers and staff spoke out against a vaccine mandate.

Will the (over?) 1,679 credit and non credit SAC/OEC part time teachers be surveyed as to whether they'd be willing to get vaccinated? If teachers reflect the general public, (40-50% unvaccinated) that would mean that the District could stand to lose 579 teachers.

Should this mandate pass, the District must also legally also re-insert that "participation in the program is subject to limited exceptions,... which include approved medical exemptions, disabilities, and/or religious or personal accommodations."

The Moderna fact sheet states: "WHAT SHOULD YOU MENTION TO YOUR VACCINATION PROVIDER BEFORE YOU GET THE MODERNA COVID-19 VACCINE? Tell your vaccination provider about all of your medical conditions, including if you: are immunocompromised or are on a medicine that affects your immune system", among other conditions. This is my situation for which I have a medical exemption letter from my doctor. He also states that my therapy (mentioned in the first website) both prevents and cures Covid.

So, it seems that there are many ethical and legal issues the District must consider. Since the clinical trials will not end until the next two years, RSCCD must now consider alternative safety measures, such as continuing online classes, especially as even vaccinated individuals can contract and transmit Covid. And, if mandated, is the District willing to assume liability for adverse reactions and even death among teachers? The drug companies are immune to this. What about discrimination suits, or those claiming religious or medical exemptions?

I urge you to reconsider passing Policy BP 7325 for all the above reasons and for the good of the District and the teachers. Thank you for your consideration.

Respectfully,

Karen Martin
MS TESOL
ESL/OAP SAC instructor since 2005

From: Shields, Jolene
Sent: Monday, July 12, 2021 2:01 PM
To: Gerard, Debra
Subject: COMMENTS FOR THE MEETING OF JULY 12, 2021

Regarding BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW)

I disagree with the above suggested board policy. I think it is a better course of action for the chancellor to recommend the vaccine and make it available to the workforce. A mandatory vaccine will continue to keep some faculty and staff from going on campuses. A recommended, highly encouraged, policy will get everyone back to campus faster.

Hi Debra, I will not be able to attend the meeting, but I wanted to give my input.

Thank you,

Jolene Shields

Professor/Department Chair
High School Diploma/Adult Basic Education
Santiago Canyon College

From: Stevens, Hayley
Sent: Monday, July 12, 2021 1:51 PM
To: Gerard, Debra
Subject: COMMENTS FOR THE MEETING OF JULY 12, 2021

Hello Debra,

Below are my comments for the Board Meeting on July 12, 2021.

“5.7 First Reading of Board Policy Information The following policy is presented for a first reading as an information item: • Board Policy 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW)”

To the Board and all District Colleagues,

In regard to agenda item 5.7 First Reading of Board Policy 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW); it is important to ensure full equitable access for students, faculty and staff to pharmaceutical prophylactic options, such as vaccines, as well other non-pharmaceutical options. It is equally as important to respect personal medical autonomy, freedom, privacy, and different cultural, religious, and intellectual perspectives. The purpose of informed consent is to acknowledge benefits and risks to empower individuals to make the best decision for themselves and their families. Anytime there is risk it is essential that individuals have the freedom to choose which risks are most acceptable to them personally without infringing upon our inalienable rights to live, work, learn, travel, and engage in the pursuit of happiness. Our role as educators is to provide high quality, unbiased, well-rounded education to encourage individuals to think critically and to make their own choices. We must keep all priorities in view including education, access, privacy, freedom, and medical autonomy. Thank you for your sincere consideration on this matter.

Hayley

Hayley Stevens, M.S., C.S.C.S.

Assistant Professor of Physical Fitness and Wellness
Santa Ana College/Orange County Sheriff's Academy

From: Sosta, Rachel
Sent: Monday, July 12, 2021 1:44 PM
To: Gerard, Debra
Subject: COMMENTS FOR THE MEETING OF JULY 12, 2021

Members of the RSCCD Board of Trustees,

My name is Rachel Sosta, and I am a member of the English Department at SAC. I am writing in favor of the proposed vaccine mandate.

On a practical level, making sure all faculty are vaccinated will cut down on class cancellations and disruptions to student learning. If there is a breakout at one of our campuses, how will we handle it? Can we cancel classes for two weeks each time there is a widespread exposure? Can a faculty member miss class for two weeks to quarantine after each exposure? Do we have enough substitute faculty to take over for classes whose instructors have fallen ill? Making sure all faculty are vaccinated helps keep those faculty members safely in the classrooms. If the goal is to return to campus life fully, then mandatory vaccines are the only way to do so safely.

Moreover, as an institution, it is our responsibility to keep our students safe. The best way to do that when we return to campus is to make sure as many people as possible have been fully vaccinated against COVID-19. This virus and its variants can be deadly, and even those who recover often have lasting effects. Likewise, although we have many healthy students on our campuses, we also have students who are immunocompromised and cannot get the vaccine. Having unvaccinated, possibly contagious faculty in front of a room full of students and sharing air with a building full of people absolutely puts all of our students at risk.

Finally, putting faculty and staff at risk also puts their families at risk. I am a mother to two young children (a 10-year-old and a 7-month-old), neither of whom are able to be vaccinated yet. If I bring COVID home from campus, my children could be in serious danger. And I know I am not the only parent/guardian who lives with people who cannot be vaccinated. Help us keep our families safe.

My otherwise healthy father, Joe Anguiano, passed away in January from COVID-19. He was a full-time professor at RCC, and he was also one of our colleagues at SAC for many years. The vaccine likely would have saved his life. I don't want any of our RSCCD community to have to mourn any more family, friends, or colleagues than we already have. Please do everything you can to keep all of us safe.

Thank you for your time.

Rachel A. Sosta
Associate Professor of English
Santa Ana College

From: Nguyen, Kelly K.
Sent: Monday, July 12, 2021 12:31 PM
To: Gerard, Debra
Subject: Public comments request

Hi Debra,

My name is Kelly Nguyen. I teach mathematics at Santa Ana college. I would like to request a public comment at the board meeting today.

I am very concerned about faculties not fully vaccinated, especially our college have mandatory meetings in person. In Fall 21, all my classes will be either online or remote live.

Everyone in my family were full vaccinated. My husband is a kidney transplant patient. My husband was on dialysis for 7 years before he could get kidney transplant in San Diego. I gave up my career to take care my husband during those 7 years of dialysis. Ever since my kidney transplant 6 years ago, I was able to devote to my teaching career full time at Santa Ana College.

He was fully vaccinated but he doesn't have any anti-bodies to protect him from getting COVID due to his antisuppression medications. He has to take these medications daily otherwise his body will reject the kidney. My husband's company still allows him to work from home until at least next year due to his special case. Hopefully more people will be vaccinated by the end of the year.

As of the moment, not everyone is vaccinated.

I am very nervous to be in the same room for the meeting without any distancing. Also, some of us will teach f2f classes and the students aren't required to wear mask. If I get sick of COVID, I might recover. However, I might pass it on to my husband and he might not make it.

Is it possible for us to continue to have meetings and convocation via zoom in Fall 21, especially some faculties might avoid getting vaccinated.

If you have any questions, please feel free to call my cell phone at 714-260-5428.

Sincerely,

Kelly Nguyen

From: Hampton, Jubal
Sent: Monday, July 12, 2021 9:28 AM
To: Gerard, Debra
Subject: Mandatory Covid legislation

Greetings to the Board,

I feel compelled to add my perspective to the discussion on requiring the Covid vaccine based on legislation. It should NOT be required.

There are many in California currently – 40 % and perhaps even more that feel that they should not be required, but allowed their own choice. I agree with this percentage of the populace of California.

To enforce the potential legislation that would require the action of vaccination would be to take away the right of choice of the individual.

Such an action is recognized as infringing upon the citizen. It is not done with the homeless in legislating that they improve their lot, even by assistance.

It is not done to the substance addicted in correcting their self-destructive behavior by remanding them to rehab facilities.

There has been history of the U.S. in passing legislation in eugenics, an action that is now widely recognized as criminal.

There is no current full approval of ANY of the covid vaccines by the FDA.
Only emergency approval for use of the vaccines currently being administered.

Even with full approval, it should still be left to the individual to decide for themselves. In the view of best practice in a law abiding society which recognizes and esteems, for better or worse, the individual right of choice this an important consideration.

In the practice of flu vaccinations in the US, all with FDA approval, there has not been such legislative action to ENFORCE its administration, but rather left up to the individual choice of the citizen.

Vaccinations are a good and prudent tool in a society. The research and vetting of them is careful and in most all cases of their administration efficacious and accomplishing their goal of strengthening the recipient's immune system.

How an individual lives their life has always, is currently, and should continue to be the right within a society that considers itself free and democratic; to do otherwise places this right in the purview of the government. No one believes nor should accept that this is an acceptable practice.

Thank you for your consideration of this sincere perspective,

Jubal Hampton

From: Natale, Alexander
Sent: Monday, July 12, 2021 11:18 AM
To: Gerard, Debra
Subject: COMMENTS FOR THE MEETING OF JULY 12, 2021

Dear Board of Trustees,

I am making a public comment.

Staff should not have to decide between vaccination and employment — there should not be mandatory vaccines. However, since so many staff and faculty are choosing not to be vaccinated, no one in the district should be forced to work in person. The choice (not being vaccinated) carries with it a consequence (no in-person campuses). I will expand on this argument, but the reality is that if large numbers choose not to vaccinate, then the choice to be in person is forcing many to engage in a situation they do not want to with lethal consequences to the community.

Was the argument against mandatory vaccinations deontological or utilitarian? If it is always wrong to force people in this way, then it is wrong to force people to take a much larger lethal risk with covid variants on the rise (some of which are starting to seem very effective at vaccine breakthrough). If it is utilitarian then the pandemic crisis requires rational responses to the reality that so many Americans refuse vaccines broadly, and that fact actually justifies the closing of the public square. It is the height of irrationalism to make a choice to not mandate vaccination, and yet enact a public policy that is only rational in the face of high vaccination rates; you can't gaslight nature in this way, and there will be severe consequences if you believe you can enact a policy who's critical assumptions are not met in actual fact (only in the fantasy land were more Americans are vaccinated than ever will be). Again, let me reiterate, that I am against mandating vaccinations, but the Board should be made aware that their choice carries with it a secondary decision that is dependent upon their choice, not actually independent.

The district, and others, will pretend this choice is a false dichotomy I, and others, may put before them. That they can avoid forcing staff to be vaccinated or that going in person is inevitable, so why not do this before the variants force closure again in 2022? This is denial. Many think that online education is "academically illegitimate" but it doesn't matter what you think on some level, because if you also continue to create the conditions in which variants and vaccine breakthrough occur (and force staff and students in person without any choice besides to quit or not seek education), then the years of covid-19 we have ahead of us (along with looming global crises on the horizon) will make this choice for you. Online education will, at some level of compounded

crises, become more and more normal just as cellphone usage has; how many students of ours use Tik Tok, and yet that did not even have its stable release before 2020. Online environments are faster at observation, orientation, decision, and action and they will outlast other structures during these crises. Online has already rapidly become the space where quality education is delivered (not at all levels of education, but we are specifically discussing a community college district), and this will improve with time, in part because it has to improve, but it will also be robust in the face of these public crises (which will not abate).

We need to make online education effective now, when we have a little experience and what feels like breathing room between the peaks of crisis, because as long as only 50% of people are getting vaccinated, and there is even worse global access to vaccinations in parts of this world, the variants will continue to arise. Some of these variants will be worse for different demographics and co-morbidities, and vaccines will no longer be effective faster than many expect (or rather blindly hope). The crisis of specificity is upon us, and the board needs to realize there are specific trade-offs for these choices, and that if you engage in rationalism certain choices are dependent upon others. The only wrong choice would be to do what the board is likely to do: no mandatory vaccines because of pushback, and in person courses because of monied incentives from the state, prejudices about online education, and pushback. The later choice seems independent of the former, if only because the Board is likely to push for it regardless of the material realities, but that's (again) irrationalism speaking; the decision tree is clear, I think.

As an aside, I want to make a point I have not seen regarding vaccines. Those on the opposing side will likely argue something like "what about long-term effects of vaccines" and yet they will never acknowledge that long-term effects of chicken pox turn out to be quite bad, and even deadly in older age. Shingles is very serious, which is why kids these days are vaccinated against chicken pox entirely. Chicken pox itself is not much of a problem, though it can be, but those decades long impacts... those impacts we have no clue of with covid but have every reason to believe will exist.

Covid is not chicken pox. It is much worse. It can cause changes to the brain (the only other virus known to do this in this way is rabies). We know about long covid and there is evidence of other long-term effects already. People would trade entirely hypothetical risks about mRNA vaccines (of which there is not even a theoretical mechanism for long-term impacts outside of non-mRNA components) for the completely unknown unknown risks of what covid will have done to your body in 30+ years. I believe the Board should do its best to avoid a similar mistake: believing that the pandemic is over and online education is an aberration born of crisis, not the future.

Sincerely,
Alex

From: Buechler, Michael
Sent: Monday, July 12, 2021 11:05 AM
To: Gerard, Debra
Subject: Public comment regarding July 12 mandatory vaccines

Debra,

as public comment for July 12th RSCCD board meeting:

I am strongly **opposed** to any mandatory vaccination policy imposed by ANY public agency.

Regards,

Michael Buechler

Professor - Manufacturing Technology

Santa Ana College

From: Skinner, Michael
Sent: Monday, July 12, 2021 10:44 AM
To: Gerard, Debra
Subject: Mandatory vaccinations. Board of Trustees (Regular meeting) Monday, July 12, 2021

Dear Debra Gerard,

I want to add the following statement to today meeting:

I am an adjunct faculty member. I believe it is our moral responsibility to do whatever we can to support our students and their families. Since the communities of color have been the most significantly impacted by the coronavirus, we must do whatever we can to help protect them. Being vaccinated is a commitment we can make to the health and safety of the community that we serve. Our commitment to the community we serve should not be optional!

Higher education should be a force for good and stand up and say that the deniers and conspiracy proponents are wrong. We must not allow the health of our students, their families, and fellow faculty members to be dependent on ignorance.

Thank you
Michael Skinner, Ph. D.

From: Carrillo, Marco
Sent: Monday, July 12, 2021 10:21 AM
To: Gerard, Debra
Subject: COMMENTS FOR THE MEETING OF JULY 12, 2021
Importance: High

Good Day Debra,

COMMENTS for the Meeting July 12, 2021

RE: BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2)
Vaccination Program (NEW)

The Board's decision to authorize the Chancellor towards the implementation of a mandatory SARS-CoV-2 vaccination program is legally unethical. No elected authority or officer has jurisdiction over the body of another human being without explicit, informed voluntary consent. Even a patient under a Doctor's care can refuse medical advice. The potential dangers of mandating health requirements from non-medical authorities to maintain employment is paramount.

The EUA SARS Covid19 'vaccinations' currently available are NOT preventive measures in viral vector contagion. These current medical measures are solely potential reductions in the **symptoms** of the corona virus (SARS COVID 19). The argument that these measures are 'to protect the health and safety of the RSCCD community' cannot justify the injection of an EUA or a FDA approved injection that solely provides potential symptom reduction. Other factors such as antibodies from previous exposure and community herd immunity must also be considered before a mandatory medical injection is decided. As well, the [Vaccine Adverse Event Reporting System \(VAERS\)](#) is a national early warning system to detect possible safety problems in U.S.-licensed vaccines. VAERS is co-managed by the Centers for Disease Control and Prevention (CDC) and the U.S. Food and Drug Administration (FDA). The RSCCD Board and Chancellor should wait til more data is compiled and reviewed concerning the averse reactions of this EUA medical injection of the mRNA spiked protein BEFORE mandating a vaccine program.

I vehemently urge the RSCCD Board and Chancellor to re-examine the legality, public health, and current medical treatments available before voting to implement a mandatory SARS-CoV-2 vaccination program for all faculty, academic appointees, staff and other employees of RSCCD.

Thank you for your time & attention.

Marco Carrillo
Adjunct Faculty

From: McCallick, Mark
Sent: Monday, July 12, 2021 2:25 PM
To: Gerard, Debra
Subject: COMMENTS FOR THE MEETING OF JULY 12, 2021
Importance: High

Please NOTE – 2 attachments follow his email.

COMMENTS FOR THE MEETING OF JULY 12, 2021. RE: BOT Draft vaccination Policy

July 12, 2021

Members of the Board of Trustees,

My name is Mark McCallick. I am a Professor of Accounting at Santa Ana College. I am making this public comment to you all today – on the record - as CTA / Farsccd Representative for the Business Division at Santa Ana College and because I need your assistance, guidance, and action. It appears that the Board of Trustees is considering a proposed policy to require Faculty to wear masks *but not* require students to wear masks in on-campus Fall 2021 courses. I have spoken to several of my Business Division colleagues and received information from management at SAC about this issue. It appears that many of my fellow Faculty are concerned about this proposed policy as well.

The BOT Draft vaccination Policy and a short OSHA PowerPoint are attached for your review. The interpretation of the policy, as explained to me, is as follows:

1. **Masks –**
 - a. At this time, Faculty & staff are Required to wear masks.
 - b. At this time, Students are NOT required to wear masks

2. **COVID Classroom Protocols –** all protocols have been eliminated
 - a. Student COVID Acknowledgement
 - b. Temperature taking
 - c. Distancing (Class caps have been increased to full capacity for the Fall semester)
 - d. Plexiglass Barriers – we are evaluating this and will update you accordingly
 - e. Cleaning/disinfecting – classrooms will be cleaned daily; your offices are your responsibility. Supplies will be provided.

In my opinion, it is ridiculous and dangerous not to require students to wear masks upon returning to face-to-face courses in the Fall 2021 and Spring 2022 – especially while the policy says Faculty must wear masks.

I realize students are not employees but, in my opinion requiring one set of a group to wear masks while the other set of the group does not would decrease the protections that faculty masks would provide. **And many Faculty, even though they are fully vaccinated, have health issues that compromise their immune systems.**

This proposed policy puts all of us as Faculty and Staff in danger – in my opinion. This issue is exacerbated by the fact that the Delta variant is on the rise and set to peak in Fall 2021. In addition, booster vaccines are advised for those who have received the Moderna vaccine, and these may not be ready by Fall 2021. Further, we have no idea how many of our students are vaccinated (and no way to determine that fact). According to the LA and Orange County Boards of Health, the Latino community in those counties is the lowest vaccinated group. We are privileged and proud to serve this community of our county. However, this population makes up a large number of our students at Santa Ana College (Approx 60% per SAC stats) and, as such, increases our exposure to the Covid virus due to the vaccination rate of the community.

This proposed policy is clearly a danger to Faculty and Staff and creates a dangerous and unsafe work environment.

I want to propose that SAC:

- require all people coming on campus to wear masks throughout the Fall 2021 and Spring 2022

- Require masks for all students in face-to-face courses or that the Faculty at least be given the option to require their students to wear masks in their presence during the class. SAC now falls under OSHA guidelines (no more higher ed guidelines). I understand that OSHA will allow “businesses” (SAC is considered a business in this instance) to decide if patrons are required to wear masks in their establishments. Currently, some grocery chains and dept stores are still requiring masks for patrons. I believe SAC should opt to do the same.
- I ask that Santa Ana College leave the plexiglass partitions up in ALL Santa Ana College classrooms through Spring 2022.
- I ask that Santa Ana College provide all necessary PPE and disinfectants to all Faculty teaching face-to-face courses on campus at Santa Ana College through Spring 2022.
- I ask that all social distancing protocols remain in force through Spring 2022.

The BOT or a committee of the BOT will discuss this issue this evening, so time is of the essence on this. I ask that the committee please read my public comments and consider them when creating the final policy.

Respectfully Submitted,

Mark McCallick, CPA.CGMA, MEd-eLearning
Assoc Professor of Accounting
Faculty Advisor – Project Rise
Farsccd/CTA Business Division Rep
Santa Ana College

Thank you,

Professor McCallick, CPA.CGMA, MEd-eLearning
Asso Professor of Accounting
Faculty Advisor – Project Rise
Santa Ana College

[0506.0408.2021 Proposed Draft - Revised]

**Rancho Santiago Community College District
BOARD POLICY
Chapter 7
Human Resources**

BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW)

Reference(s): BP 7330

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 Food and Drug Administration's (FDA) 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.

~~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 at the sole discretion of the RSCCD. 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 continue to 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. All employees shall be asked to return to work once the Governor and the Center for Disease Control and Prevention lifts the restrictions on returning to work and as directed by the Chancellor.~~

~~Optional Language:~~

~~Employees will be allowed to work from home only if: (1) they have a valid exception approved by RSCCD for not being vaccinated, (2) they can efficiently accomplish their job responsibilities from home without burdening those that work with them, and (3) their working from home does not negatively impact student success.~~

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 applicable ~~and any~~ exceptions, exemptions and accommodations requested and/or provided pursuant to the program conform to all requirements established by ~~the~~ relevant law and as deemed appropriate by the Chancellor ~~and regulations~~.



Cal-OSHA Emergency Temporary Standards UPDATES

June 16, 2021

What is Changing?

- No face covering requirements outdoors regardless of vaccination status
- Employers may allow fully vaccinated employees not to wear face coverings indoors, but must document their vaccination status.
- Employers must provide unvaccinated employees with respirators for voluntary use upon request.
- No physical distancing or barrier requirements regardless of employee vaccination status
- Fully vaccinated employees without symptoms do not need to be tested or quarantined after close contacts with COVID-19 cases unless they have symptoms.



What is NOT Changing?

We must still:

- Have an effective COVID-19 Prevention Program.
- Provide training on the Prevention Plan
- Have employees screen for symptoms prior to reporting to work
- Provide notification to Health Care Agency of outbreaks.
- Provide notification to employees of exposure and close contacts.
- Offer employees free testing after potential exposures.

Physical Distancing

Distancing and barrier requirements are **eliminated** regardless of vaccination status. There are exceptions that may apply:

- Employers must still assess workplace hazards and implement controls to prevent transmission of disease.
- Physical distancing and barriers **must** be used in a major outbreak (20 or more employees in an exposed group) for all employees, regardless of vaccination status.



Face Coverings

- Face coverings are required indoors and in vehicles for unvaccinated employees
- Exceptions:
 - When alone in a room or vehicle
 - When eating and drinking
 - When an accommodation is required
- Face coverings still required for public transit, K-12 educational facilities, health care and long-term care settings, correctional and detention facilities, and shelters





Vaccinations

Vaccination status must be documented.

- Employers can require proof of vaccination

OR

- Employers can allow documented self-attestation to vaccination status



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
STATEMENT IN SUPPORT OF DACA STUDENTS**

On Friday, July 16, 2021, a federal judge in Texas issued a ruling that the Deferred Action for Childhood Arrivals (DACA) program is unlawful. This decision blocks the federal government's approval of new DACA applications and renewals and creates uncertainty and anxiety in our community. Rancho Santiago Community College District has long played a leadership role in advocating for the protection of our DACA students and for a permanent legislative solution that will provide our Dreamers an expedited path to lawful, permanent citizenship. We are committed to breaking down barriers between people and opportunity and we will continue to champion effective solutions to our community's most pressing challenges in order to move all of us, regardless of immigration status, forward.

We reaffirm our March 16, 2017 resolution to provide all people the opportunity to reach their academic potential in a climate of respect and inclusion and in an educational environment that protects students from pressures and intrusive actions that would disrupt their pursuit of higher education. We want to reassure all of our students that our campuses will remain safe and welcoming places regardless of your immigration status. You are each valued members of our diverse student population. This diversity is what makes our college district and our community special and we will continue to protect it.

We see you. We value you. We stand with you.

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

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Dual Enrollment Agreement between Mater Dei High School and the Rancho Santiago Community College District	
Action:	Request for Approval	

BACKGROUND

Santa Ana College (“SAC”) and Mater Dei High School (“MDHS”) desire to enter into this Dual Enrollment Agreement (“Agreement”) for 2021-2024. The purpose of this Agreement is to develop seamless pathways from high school to community college. This Agreement will help further strengthen the collaboration between SAC and MDHS.

ANALYSIS

The Agreement will allow SAC to collect apportionment that could not be collected without its implementation. It will also offer additional opportunities for MDHS students to complete identified pathways while they are high school students. The Agreement shall be effective for three (3) years or until written notice of either party. It carries no additional costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Dual Enrollment Agreement between Mater Dei High School and the Rancho Santiago Community College District, as presented.

Fiscal Impact:	None	Board Date: August 9, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Fernando Ortiz, Ph.D., Dean, Academic Affairs	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**DUAL ENROLLMENT AGREEMENT
BETWEEN
MATER DEI HIGH SCHOOL AND THE RANCHO
SANTIAGO COMMUNITY COLLEGE DISTRICT**

This agreement (hereinafter "Agreement") is entered into on the 10th day of August 2021 by and between Mater Dei High School (hereinafter "MATER DEI HIGH SCHOOL") and the Rancho Santiago Community College District (hereinafter "RSCCD"), on behalf of Santa Ana College (hereinafter "SAC") for the establishment of a dual enrollment program and use of MATER DEI HIGH SCHOOL facilities.

RECITALS

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

WHEREAS, MATER DEI HIGH SCHOOL continues to find ways to broaden advanced educational opportunities for students including college Preparatory and college credit courses; and

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

WHEREAS, MATER DEI HIGH SCHOOL desires contracting with SAC to offer educational courses for college credit; and

WHEREAS, RSCCD/SAC is willing to offer college courses at the MATER DEI HIGH SCHOOL high school campus, which will benefit MATER DEI HIGH SCHOOL students by providing a convenient location and schedule; and

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

NOW, THEREFORE be it resolved that MATER DEI HIGH SCHOOL and RSCCD/SAC agree to work together to afford current MATER DEI HIGH SCHOOL in 9th to 12th grade the opportunity to enroll in dual enrollment courses to expand access to affordable higher education, provide challenging academic and career preparatory experiences to qualified high school students in their junior and senior year, and enable students to earn simultaneous college credit and meet high school graduation requirements:

1. Use of Facilities. RSCCD/SAC shall have use of appropriate classroom facilities located at the MATER DEI HIGH SCHOOL campus beginning on August 21, 2021, to be used for the purpose of offering dual enrollment credit courses for MATER DEI HIGH SCHOOL students through concurrent enrollment in credit RSCCD/SAC courses. A reduction or increase in the number of rooms, dates, or times, beyond those outlined in Section 1 shall be scheduled according to Section 2.

2. Scheduling. No later than February of each year, MATER DEI HIGH SCHOOL and RSCCD/SAC shall each designate a representative to review the availability of facilities for the following academic year and begin planning potential course offerings.
3. Financial Commitments
 - a. Instructional Staff.
 - i. For courses taught by RSCCD/SAC faculty outside of the allotted ADA hours of instruction, RSCCD/SAC will be the employer of record for the purposes of compensation, assignment monitoring and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers compensation coverage, payroll taxes, and STRS employer contributions. Courses taught by RSCCD/SAC faculty as part of this agreement will be open to the public and will be reported for state apportionment. In case of the need for a RSCCD/SAC faculty member to teach a course embedded in the school day, then RSCCD/SAC will be responsible for compensation of the instructional staff, including but not limited to, provision of worker's compensation coverage, payroll taxes, and STRS employer contributions.
 - ii. For courses taught by MATER DEI HIGH SCHOOL faculty, MATER DEI HIGH SCHOOL will be the employer of record for the purposes of compensation, assignment monitoring and reporting to any and all appropriate agencies pursuant to state and federal law, including but not limited to, provision of workers compensation coverage, payroll taxes, and STRS employer contributions. MATER DEI HIGH SCHOOL faculty teaching SAC courses must meet RSCCD/SAC minimum qualifications and be hired by the college. These courses will be reported for state apportionment and will first be offered to MATER DEI HIGH SCHOOL students to fill; however, the sections will remain open to the public.
 - b. Equipment and Supplies. MATER DEI HIGH SCHOOL will be responsible for books, textbooks, class material fees, other supplies (whiteboard markers paper, copying, etc.) and equipment (laptop, overhead projector, etc.) associated with support for instruction related to this agreement.
 - c. Technology. MATER DEI HIGH SCHOOL will be responsible for any technology services costs associated with Sections 4 and 5.
 - d. Damage to Facilities. MATER DEI HIGH SCHOOL will bear the costs of any repair or damages resulting from their use of the MATER DEI HIGH SCHOOL facilities.
 - e. Use of Facility Fee. MATER DEI HIGH SCHOOL agrees to allow RSCCD/SAC access to classroom space for the express purpose of offering dual enrollment courses to MATER DEI HIGH SCHOOL students and to waive any applicable use of facilities fees.

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

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

6. Admissions, Tuition, Textbooks, and Fees

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

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

- c. All MATER DEI HIGH SCHOOL dual enrollment faculty will be evaluated per RSCCD/SAC guidelines, policies, and procedures applicable to adjunct faculty (temporary faculty) for the dual enrollment course they are teaching.
- d. MATER DEI HIGH SCHOOL instructors for dual enrollment courses will take attendance and notify the designated high school administrator/counselor of any attendance problems.
- e. Faculty teaching dual enrollment courses will coordinate with MATER DEI HIGH SCHOOL & RSCCD/SAC administrators prior to dropping a student from their course.
- f. High school teachers who teach dual enrollment courses as part of the school/district contracted teaching assignment shall not receive any additional (extra duty) compensation by the district or the college.
- g. Instructors teaching dual enrollment college courses must submit grades to both MATER DEI HIGH SCHOOL and RSCCD/SAC.

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

- a. General Liability. \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Policy will be endorsed to include MATER DEI HIGH SCHOOL as an additional insured.
- b. Automobile Liability. "Any Auto" with \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. Workers' Compensation. As required by the Labor Code of the state of California, and Employers' Liability Insurance, with limits as required by the Labor Code of the state of California and Employers' Liability limits or \$1,000,000 per accident.

- d. Other Provisions. RSCCD/SAC will provide MATER DEI HIGH SCHOOL with certificates of insurance and required executed endorsements, evidencing compliance with this section. Each insurance policy required by the agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to MATER DEI HIGH SCHOOL.
- 12. No Personal Liability. It is expressly understood and agreed that no personal liability whatsoever attaches to any members of the Board of MATER DEI HIGH SCHOOL or of RSCCD/SAC, nor any of the officers or employees thereof by virtue of this Agreement.
- 13. Assignment. This Agreement shall inure to the benefit of and shall be binding upon the assigns or successors in interest of each of the parties hereto; neither party shall assign nor transfer any of its rights, duties, or obligations under this Agreement without prior written consent of other party.
- 14. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

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

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

If to Agency:
 MATER DEI HIGH SCHOOL
 Attn: David Taylor, Vice President of Business Services,
 MATER DEI HIGH SCHOOL
 1202 W Edinger Ave
 Santa Ana, CA 92707

- 15. Term. This agreement shall be binding and deemed effective on the date which this

agreement first becomes fully executed by all Parties hereto and shall remain in effect for three (3) years thereafter unless sooner terminated by either party in accordance with this section.

- 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.
16. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.
17. Equal Employment Opportunity. Each party to this Agreement for itself, its subcontractors, assignees and successors in interest, agree not to unlawfully discriminate because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition (cancer-related) as defined in California Government Code § 12926, ancestry, marital status, or citizenship.
18. Disqualified Employees. Each party to this agreement shall ensure that persons who perform services on College or MATER DEI HIGH SCHOOL property have not been convicted of any felony, any controlled substance offense, or any sex offense, as those terms are defined by Education Code §§ 87008-87010.
19. Force Majeure. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes, or other natural disasters.

IN WITNESS WHEREOF, the parties hereto have executed this dual enrollment program agreement as of the day and year first above written.

<p>MATER DEI HIGH SCHOOL</p> <p>MATER DEI HIGH SCHOOL Governing Board</p> <p>Approval Date: _____</p> <p>Signed by: _____</p> <p>David Taylor, Vice President of Business Services, MATER DEI HIGH SCHOOL</p>	<p>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p> <p>RSCCD Governing Board</p> <p>Approval Date: _____</p> <p>Signed by: _____</p> <p>Iris I. Ingram, Vice Chancellor of Business Services</p>
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Educational Affiliation Agreement with Lake Elsinore Unified School District	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: August 9, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Lake Elsinore Unified School District (“Agency”), located at 545 Chaney Street, Lake Elsinore, CA 92530.

PART I.

BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

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

PART II.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

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

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

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

A. For the Program in General

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

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Confidentiality of Patient Records

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

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

C. Indemnification

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

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

D. Insurance:

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

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

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

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

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

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

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

PART VI. **OTHER TERMS AND CONDITIONS**

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

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

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

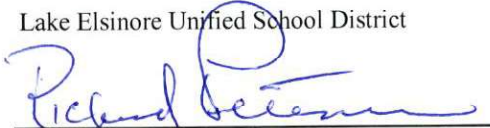
If to Agency:

Lake Elsinore Unified School District
Attn: Richard Peterson
545 Chaney Street
Lake Elsinore, CA 92530

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

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

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

Agency: Lake Elsinore Unified School District	District: Rancho Santiago Community College District
Signature: 	Signature: _____
Name: <u>Richard Peterson</u>	Name: <u>Iris I. Ingram</u>
Title: <u>Director, Personnel Support Services</u>	Title: <u>Vice Chancellor of Business Services</u>
_____	_____
Date: <u>June 10, 2021</u>	Date: _____

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

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Standard Clinical Affiliation Agreement with French Park Care Center	
Action:	Request for Approval	

BACKGROUND

Students in the Health Sciences/Nursing Program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Standard Clinical Affiliation Agreement with French Park Care Center (“Agreement”) will yield appropriate clinical activities for the program.

ANALYSIS

The Agreement covers the scope of the program’s operations of the facility, as well as other issues relating to the responsibilities for both parties. This Agreement shall be effective for five (5) years or until termination by written notice by either party. It carries no costs or other financial arrangements.

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: August 9, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, RN, Associate Dean of Health Sciences	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the “Agreement”) is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, on behalf of Santa Ana College (“College”) located at 1530 West 17th Street, Santa Ana, California, and French Park Care Center (“Clinical Facility”), located at 600 E. Washington Avenue, Santa Ana, CA. 92701.

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

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

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

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

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

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

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

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

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

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

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

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

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

TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Clinical Facility:
 John Kimball
 French Park Care Center
 600 E. Washington Ave
 Santa Ana, CA. 92701

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

With a copy to:
 Rancho Santiago Community College District

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

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

Signature page to follow.

Clinical Facility

**Rancho Santiago Community College
District**

By: _____

By: _____

Typed Name: John Kimball

Typed Name: Iris I. Ingram

Title: Administrator

Title: Vice Chancellor of Business
Services

Date: _____

Date: _____

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

To: Board of Trustees	Date: August 9, 2021
Re: Approval of Unified Master Services Agreement with Castle Branch, Inc.	
Action: Request for Approval	

BACKGROUND

Castle Branch, Inc. is the vendor that conducts the background checks, drug testing and document tracking for Nursing and Emergency Medical Technician (“EMT”) students entering into a clinical setting. The Nursing Program and the EMT Program have been using Castle Branch since 2012. Recently, one of our largest clinical healthcare facilities, Providence St. Joseph-SoCal, contracted with Castle Branch to improve the process for managing student placements through a new platform called CB Bridges, which standardizes the clinical rotation management process. It is a secure digital environment for all administrative functions related to clinical education.

The benefits that this tool will provide to Santa Ana College (“SAC”) and our students are: (1) An easy and secure method for sharing, managing, tracking and storing student compliance documents; (2) a streamlined way for students to complete their orientation of facility-specific documentation; and (3) reporting functionality to support future planning and the efficiency of these learning opportunities.

ANALYSIS

Castle Branch recently revised their contract forms and process. The Unified Master Services Agreement (“UMSA”) was drafted to better protect all parties, document the obligations and responsibilities for all parties and conform to current laws and regulations. The UMSA will allow all programs offered at SAC to be covered and allows for the centralization of the hospital orientation process for all parties, providing 24/7 access to important dates for student placements. The subscription term is for one (1) year. There is no cost to the college; however, there is a \$10 fee to students.

RECOMMENDATION

It is recommended the Board of Trustees approve the Unified Master Services Agreement with Castle Branch, Inc., located in North Carolina, as presented.

Fiscal Impact:	None	Board Date: August 9, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, RN, Associate Dean of Health Sciences	
Submitted by:	Marilyn Flores, Ph. D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

CASTLE BRANCH, INC.
UNIFIED MASTER SERVICES AGREEMENT

This Unified Master Services Agreement ("**Agreement**") is dated August 10th, 2021 ("**Effective Date**") and is entered into by and between: **Rancho Santiago Community College District, on behalf of Santa Ana College** ("**Client**"), with a notice address of 1530 W 17th Street Santa Ana, CA 92706; Attn: Mary Steckler, and **Castle Branch, Inc.** ("**Vendor**"), with a notice address of 1844 Sir Tyler Drive, Wilmington, North Carolina 28405; Attn: Legal. Client desires to engage Vendor to provide Services (defined below) as Client and Vendor may agree from time to time. Client and Vendor have agreed to the terms and conditions upon which Vendor will provide the Services; and Client and Vendor desire to memorialize the same in writing. In consideration of the forgoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Vendor agree as follows:

1. **Definitions:** As used in this Agreement, the following terms shall have the meanings ascribed to them below:
 - 1.1. "**Account**" means the individual registration and account of Client, and each User for access to the Services.
 - 1.2. "**Aggregate Data**" means any information or data obtained or accessible by Vendor, as a result of individuals creating Accounts or accessing or using the Services or Vendor's website, software, products, or services, that has been depersonalized and anonymized by removal of all Personal Information and other information that could be used to identify the Client or a specific individual.
 - 1.3. "**Agreement**" means this Agreement, any Service Orders, and any addenda or exhibits, that may be attached hereto, which shall be specifically incorporated herein, as may be renewed, modified, or amended.
 - 1.4. "**Affiliated Unit**" means (a) if Client is an educational institution (or program, department, or school therein), a health care facility that is affiliated with or a party to a contract with Client that permits Client to place or schedule Client's students with the health care facility for purposes of completing clinical, experiential, residency, or other educational, degree, or licensure requirements; and (b) if Client is a health care system or health care facility, a program, department, or school at an educational institution that is affiliated with or a party to a contract with Client that permits the program, department or school to place or schedule its students with Client for purposes of completing clinical, experiential, residency, or other educational, degree, or licensure requirements.
 - 1.5. "**Authorized User**" means a Client employee who is authorized by Client to access and use the Services.
 - 1.6. "**Data Breach**" means a breach of security leading to the unauthorized or accidental acquisition, theft, loss, disclosure, or access of or to Personal Information, relative to this Agreement, from Vendor or Vendor's network or system, or Client or Client's network or system, as applicable.
 - 1.7. "**Data Protection Law**" means all applicable legislation relating to data protection and privacy including, without limitation, the EU Data Protection Directive 95/46/EC and all local laws and regulations which amend or replace any of them, including the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), together with any national implementing laws in any member state of the European Union or, to the extent applicable, in any other country, as amended, repealed, consolidated or replaced from time to time. The terms "process," "processes," and "processed" will be construed accordingly.
 - 1.8. "**Documentation**" means any technical, product, service, or other business information, manuals, "help" files, instructions, descriptions, or specifications provided or made available by Vendor and applicable to the Services or any Vendor network, platform, or software. "Documentation" in the context of this Agreement does not include all information or records, but rather manuals and documents specifically relating to the software/system/platform's functionality, components, features, or requirements.
 - 1.9. "**Faculty User**" means each faculty member of Client who is, may be, or will be considered for employment, placement, privileges, or access for student instructional/educational purposes with Client or Client's Affiliated Unit.

- 1.10. "**Fees**" means the fees for the Service(s) payable to Vendor under this Agreement and any Service Order.
- 1.11. "**Individual User**" means (a) each student who is or may be placed with Client or Client's Affiliated Unit (as applicable) for clinical, residency, experientials, or other education or degree requirements; or (b) any of Client's students, employees, volunteers, contractors, applicants, or other individuals to whom Services will be provided at the direction of Client.
- 1.12. "**IP**" means all networks, websites, systems, platforms, products, services, solutions, and software, and all interfaces, components, features, functions, tools, code (including, without limitation object code and source code), content, programming, tutorials, materials, graphics, documentation, information, modules, data that is compiled, accessed, obtained, created, or received by Vendor in connection with use of the Services (provided such data is not Client or a User's Confidential Information), and other intellectual property, proprietary property, and trade secrets used or incorporated in, part of, made available to Client or its individual users in connection with using, procuring, or accessing, the Services.
- 1.13. "**IP Rights**" means any and all intellectual property rights, including, but not limited to, copyrights, trademarks, service marks, and patents, regardless of whether registered, unregistered, capable of registration, or incapable of registration, as well as know-how and trade secrets, contained in, related to, part of, or arising from the IP.
- 1.14. "**Natural Person**" means an identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.15. "**Personal Information**" means all information that can be used to identify a Natural Person or can be used with other sources to identify a Natural Person including, but not limited to (i) the user name or email address of a User, in combination with a password or other log-in credential that would permit access to the individual's Account, (ii) a User's first name or first initial, and last name, in combination with any one or more of the following data elements regarding the individual, when either the name or the data elements are not encrypted: the full social security number; driver's license number or state identification card number; bank account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account; or biometric data.
- 1.16. "**Protected Health Information**" mirrors the definition of the same term under 45 C.F.R. 160.103.
- 1.17. "**Required by Law**" means all applicable international, federal, state, or local laws or regulations governing use of the Services, including but not limited to, Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("**FCRA**"), Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232g, Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Data Protection Laws, and "Ban the Box" laws.
- 1.18. "**Services**" means the Vendor services requested and ordered by Client under one or more completed Service Orders, as hosted and made accessible to Client by Vendor.
- 1.19. "**Service Order**" means an order for Services and the relevant terms required by Vendor to supply such Services. All Service Orders shall be deemed a part of and included in the term "Agreement." Notwithstanding the above, any irreconcilable conflict between this Agreement and a Service Order shall be controlled by the Service Order, but only for the Services covered by such Service Order.
- 1.20. "**Subscription Term**" means the duration of Client's subscription to access and use the Service(s) subscribed to by Client, as set forth in the applicable Service Order, as may be renewed or otherwise modified by mutual written agreement of Client and Vendor.
- 1.21. "**Third Party Fees**" means the fees charged to Vendor by any vendor, furnisher, provider, record repository, or governmental agency or department in connection with the Services, such as, but not limited to, fees to access a data or information source.

1.22. "User" means any one or more, as the context requires or permits, of the following: Authorized User, Faculty User, and Individual User.

2. **Services/Right to Access and Use:** Vendor will provide Client the Services as set forth in this Agreement and the applicable Service Order. Client represents to Vendor that all Authorized Users are employees or agents of Client who have a legitimate business need to access and use the Services, and to view, copy, and access results, reports, documents, and information about the individuals on or through the Services. Client shall promptly notify Vendor if an Authorized User no longer is employed by Client or is no longer authorized to access or use the Services. Client and each Authorized User shall comply with all applicable laws, rules, and regulations. Client is responsible for any access to or use of the Services through Client's Account(s). In no event shall Client or any Authorized User input, upload, transmit, publish, or disclose, or permit, authorize, cause, require, or request any other individual, entity, or organization to input, upload, transmit, publish, or disclose, on, to, or through the Services any Protected Health Information. Client agrees that it shall not, and it shall instruct each of its Authorized Users to not, (a) disclose or provide to any third party any username, password, or other log-in credential to the Services; or (b) permit, authorize, or enable any third party not specifically authorized in writing by Vendor to access or use the Services. In the event that any password, username, or other log-in credential of Client or any Authorized User is compromised, accessed, obtained, or disclosed to or by any unauthorized person, entity, Client shall immediately notify Vendor. User's access to or use of the Services is subject to Vendor's website terms and conditions of use and privacy policy, which can be found at <https://discover.castlebranch.com/terms-and-conditions/>, and <https://discover.castlebranch.com/privacy-policy/>, respectively, and are subject to change.

3. **Data Collection; Confidentiality and Information Security:**

3.1. Where Vendor processes any Personal Information on behalf of Authorized Users, Vendor shall process such Personal Information in accordance with all applicable laws. Vendor shall maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security of any Personal Information collected or maintained as a result of the Services. In the event either Vendor or Client suffers or experiences a Data Breach, the Vendor or Client, as applicable, shall comply with California data breach notification laws as defined in California Civil Code s. 1798.29 and California Civ. Code s. 1798.82 if the data compromised in the Data Breach contains one or more of the following data elements:

- a. Social security number.
- b. Driver's license number or California Identification Card number.
- c. Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account.
- d. Medical information: Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional.
- e. Health insurance information: An individual's health insurance policy number or subscriber identification number, any unique identifier used by a health insurer to identify the individual, or any information in an individual's application and claims history, including any appeals records.

3.2. If Vendor processes any Personal Information on behalf of Client that is subject to GDPR, Vendor and Client each agree and acknowledge that the Client shall be the data controller and Vendor shall be the data processor (as those terms are defined in GDPR) with respect to the processing of such Personal Information. Vendor shall only process such Personal Information upon the reasonable instructions of the Client for purposes notified to it by the Client for which consent from the relevant data subjects has been obtained. To the extent a User is covered by GDPR, then Vendor will (a) only collect, process and transfer those categories of Personal Information that it may legitimately process in accordance with this Agreement and/or the Client's written instructions or as permitted by consent from the User; (b) notify the Client promptly of any communication received from a Client User to Vendor relating to subject access rights; and (c) take reasonable measures to keep such Personal Information secure and confidential. To the extent applicable, the right to store and/or use Personal Information is subject to the Right of Erasure as reflected in GDPR and any other applicable Data Protection Law.

3.3. Vendor utilizes multiple third-party Processors (or "Sub-processors" as that term is defined in GDPR), strictly as necessary, to perform the services under this Agreement. Vendor imposes, in writing, the same data privacy, confidentiality, and security requirements on its Sub-Processors to which Vendor and Client are subject under this Agreement. To the extent Required by Law, Vendor will provide to Client, upon request, a list detailing the then

current Sub-Processors to which Vendor discloses or allows access to Personal Information under this Agreement. Should Client refuse consent to Vendor's use of a particular Sub-Processor(s), to the extent consent is required by law, and upon notice to Vendor, Client shall have the option of terminating this Agreement without penalty or liability.

3.4. Each party may be given access to Confidential Information of the other party under or in connection with this Agreement. "**Confidential Information**" means any proprietary or non-public information compiled, accessed, or received by one party (the "**receiving party**") from or on behalf of the other party (the "**disclosing party**") under this Agreement, however manifested or communicated, including, without limitation, methods, processes, technical documentation, know-how, trade secrets, plans, pricing lists, strategies, research and development, analyses, business plans, techniques, software, formulations, data, employee information, Documentation, consumer reports, investigative consumer reports, or other proprietary or non-public information. Notwithstanding the foregoing, "Confidential Information" will not include any information that (a) is or becomes a part of the public domain other than through the act or omission of the receiving party, (b) is lawfully in the possession of the receiving party prior to it being provided by the disclosing party; (c) is lawfully disclosed to the receiving party by a third party that does not have an obligation of confidentiality to the disclosing party; or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information. The receiving party agrees that it will not use or disclose the Confidential Information except as provided in this Agreement. The receiving party may disclose Confidential Information to its and its affiliates' and subsidiaries' employees, officers, directors, agents, contractors, and representatives, including, without limitation, legal counsel (collectively "**Representatives**") who have a need to know the information and are bound by an enforceable contractual or ethical duty of confidentiality to the receiving party. All such obligations of Client are subject to the California Public Records Act (the "Act"), and specifically Section 6253 thereof, and any other applicable federal, state, or local public disclosure laws. However, should Client receive a request for disclosure under the Act, Client shall give Vendor immediate notice thereof via any written means, physical or electronic or otherwise, and shall allow Vendor three (3) days from receipt of said notice to request protection from public disclosure of any portion of the requested material. Vendor shall send this request in writing and the request shall include legal reasoning for the material(s) protection from disclosure.

3.5. Nothing contained in this Agreement shall prohibit the receiving party from disclosing Confidential Information as Required by Law or pursuant to a court order, valid subpoena, or investigation by a government body or regulatory agency having jurisdiction over the receiving party or the disclosing party; provided, however, that prior to any such disclosure, the receiving party shall (a) give written notice to the disclosing party (unless prohibited by law) as soon as reasonably practicable and reasonably cooperate in any action by the disclosing party to challenge the disclosure of the Confidential Information; and (b) limit the scope of disclosure of Confidential Information to that which is legally required.

3.6. Client agrees that, notwithstanding anything in this Agreement to the contrary, Vendor may, subject to all restrictions and consent requirements Required by Law, at all times access, analyze, process, store, maintain, retain, use, disclose, create derivative works of, transfer, and copy any or all information or data collected, compiled, accessible, produced, or received under or in connection with this Agreement or the Services, including, without limitation, Confidential Information, without crediting or compensating Client or any other person or entity, as follows: (a) to perform, provide, or make available the Services or as permitted or required by this Agreement; (b) as Required by Law; (c) for legal, accounting, regulatory, and data analysis purposes of Vendor and its successors and assigns, including, without limitation, (i) to respond to disputes by Client or any individual regarding any alleged incompleteness or inaccuracy in any consumer report or investigative consumer report; (ii) to provide copies of an individual's file to the applicable individual upon request; (iii) to respond to, defend, initiate, and prosecute litigation, actions, claims, or proceedings; (iv) to respond to court, regulatory agency, or other subpoenas or orders; or (v) to respond to inquiries or requests for information from Client or the individual with respect to whom the information relates; (d) as instructed, agreed, consented to, or authorized by Client; (e) as instructed, agreed, consented to, or authorized by the individual with respect to whom the information relates, by any legal consent, including but not limited to, through a consent application that the individual utilizes to manage, own, maintain, control, and share their personal identifying information; (f) to the purchaser of or successor to all or substantially all of the assets or business of Vendor; or (g) to send to Client or the individual with respect to whom the information relates updates, notices, marketing announcements, and information regarding Vendor or the Services, including but not limited to, important updates and notices regarding maintenance or downtime. Vendor agrees to abide by any applicable limitations on re-disclosure of personally identifiable information from education records set forth in FERPA.

3.7. Notwithstanding anything contained in this Agreement to the contrary, Vendor may at all times store, maintain, retain, analyze, access, use, disclose, reproduce, copy, publicize, create derivative works from, or process Aggregate Data, without restriction and without crediting or compensating Client or any other person or entity.

3.8. All district data stored or at rest in any datacenters or hosting locations used by vendor, or in transport, will be encrypted and will not be transferred to any data center or hosting location outside of the United States.

3.9. Upon termination or expiration of this Agreement, Vendor shall permit Client to access the records and reports on Client's Account at Client's own cost and expense for a period not to exceed six (6) months, subject to Client's and its Authorized User's continued compliance with the terms and conditions of this Agreement, for purposes of retrieving copies of the records and reports. Vendor shall not charge Client any additional access fees for this period of tail access. However, should client request a return of data via any other method, additional service fees shall apply which shall be negotiated at the time the request is made.

4. **Termination:** Unless earlier terminated as provided for herein, this Agreement will remain in effect until the expiration or termination of all obligations under any Service Order. This Agreement may be terminated as follows: (a) by either party for convenience by providing thirty (30) days written notice; (b) by either party if the other party breaches any provision of this Agreement and such breach is not cured within fifteen (15) days after delivery of notice to the breaching party, which must specify the details of the breach and indicate the party's intent to terminate this Agreement if the breach is not timely cured; or (c) by either party immediately and without further notice in the event that any voluntary or involuntary bankruptcy, insolvency, receivership, or other similar proceeding is commenced by or against the other party, or the other party becomes insolvent, or makes an assignment for the benefit of creditors, or dissolves or liquidates, or terminates its existence.

5. **FCRA Consumer Reports Certifications / Conditions Precedent to Provisions of Services:**

5.1 Client acknowledges that some or all of the products or services being procured or accessed under this Agreement may constitute or contain "consumer reports," "consumer credit reports," or "investigative consumer reports" as such terms are defined in FCRA or applicable state or local laws (sometimes collectively referred to herein as "**consumer reports**"). Client shall not request or obtain, or permit its employees, agents, contractors, or representatives to request, access, or obtain consumer reports or other information from Vendor for resale or unauthorized transfer to any other individual, entity, association, or organization unless specifically authorized by Vendor or the consumer with respect to whom the consumer report relates. All consumer reports and other information provided or otherwise made available by Vendor to Client or any other entity, organization, association, or individual in connection with this Agreement, the products, or services, are current only as of the date provided on the report or information. All "medical information", as defined under FCRA (including, without limitation, immunization records), and any other records, information, or documents uploaded, input, or transmitted to Vendor by Client or any individual in connection with the products or services provided or made available under this Agreement, are provided, made available, and stored "AS IS," and Vendor makes no, and expressly disclaims all, representations and warranties, express or implied, regarding the completeness, accuracy, or validity of any such records, documents, or information. Client agrees that Vendor is not responsible or liable to Client or any other individual, entity, or organization for the record keeping practices of third parties, or errors or omissions in the records or information of third parties that are provided or made available to Client, including, but not limited to, the department of motor vehicles; county, state and federal courts; state repositories; state and regional prisons; local police stations; federal bankruptcy courts; federal civil courts; state medical boards; drug testing facilities or specimen collection sites; professional licensing organizations; and other local, state, and federal organizations and agencies.

5.2 Client acknowledges that Vendor (a) is not a law firm; (b) is not providing legal advice to Client; (c) does not guarantee or warrant Client's compliance with applicable laws regarding Client's use of the Services, and that it is Client's responsibility to consult with its own legal counsel. Vendor may make available to Client sample forms or other documents which may include, but are not limited to, sample consumer report disclosure forms, sample consumer report authorizations, and sample pre-adverse and adverse action notices (collectively, "**Sample Forms**"). Client acknowledges and agrees that any Sample Forms that are provided or made available by Vendor are only samples and do not constitute legal advice. Vendor shall have no liability or responsibility regarding Sample Forms. Vendor expressly disclaims any warranties, representations, or responsibility or damages associated with or arising out of Sample Forms or any information contained therein.

5.3 If applicable, Client agrees to abide by all “Ban the Box” laws and other similar laws and regulations (including, without limitation, any prohibition or restriction on requesting or obtaining salary history information or criminal history information).

5.4 Client represents, warrants, and certifies to Vendor that it is obtaining and using consumer reports from Vendor solely (a) at the written request of the consumer with respect to whom the consumer report relates; (b) for the purposes of a legitimate business need for the information in connection with a business transaction that is initiated by the consumer with respect to whom the consumer report relates; or (c) for employment purposes, which may include for the consumer’s participation in an educational program with Client or participation in clinical, experiential, residency, or other education or degree requirements at Client’s facility or a clinical program, which may be deemed “employment purposes” under FCRA, and for no other purposes. Client shall confirm the permissible purpose at the time of each order.

5.5 With respect to each consumer report requested, obtained, accessed, or used by Client, Client agrees and certifies, and shall agree and certify as requested by Vendor, as follows: (a) no information from any consumer report will be used in violation of, and Client will comply with, any applicable federal, state, or local equal employment opportunity law or regulation or other applicable law or regulation; (b) Client has made a clear and conspicuous disclosure in writing to the individual with respect to whom a consumer report is being procured, before Client procured or caused to be procured the consumer report or investigative consumer report, in a document that consists solely of the disclosure, that complies with federal law (and has provided any other disclosures required by state or local law); and (c) the individual with respect to whom the consumer report is being procured authorized in writing the procurement of the consumer report by Client (including, if applicable, the procurement of immunization records or other medical information for use in employment purposes, specifically verifying the individual’s compliance with Client or health care facility requirements for accessing, teaching, or providing educational services at the facility). Client certifies and agrees that each time it orders or accesses a consumer report, it is reaffirming the above certifications.

5.6 Prior to taking adverse action based in whole or in part on information contained in a consumer report provided by Vendor, Client certifies to Vendor that it shall provide to the consumer: (a) a copy of the report; (b) a description, in writing, of the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act;” and (c) any and all documents or notices required under state or local law. After the appropriate waiting period, if the Client takes an adverse action based in whole or in part on such information, Client hereby certifies to Vendor that it shall issue to the consumer a notice of the adverse action taken, including the statutorily required notices identified in the FCRA. If required by law, Client agrees to perform an individualized assessment and/or other considerations before taking any adverse action based on a criminal record.

5.7 Client agrees that Vendor may, but shall not be obligated to, request copies of any and all written disclosures provided by Client to any consumer(s) and written authorizations executed or provided by any consumer(s) with respect to the procurement by Client from Vendor of services regarding such consumer(s). Client shall provide to Vendor copies of all requested disclosures and authorizations as required by FCRA. Vendor reserves the right to prepare and send, in its sole and absolute discretion, notices under Section 613 of FCRA to applicable consumers.

5.8 If Client requests an investigative consumer report, Client certifies that it has provided a disclosure that: (a) an investigative consumer report (including information as to the consumer’s character, general reputation, personal characteristics, and mode of living, whichever are applicable) may be obtained by Client for employment purposes; (b) if applicable, the consumer report will include immunization records and other medical information to be used for employment purposes, specifically verifying the individual’s compliance with Client or health care facility requirements for placement, accessing, teaching, or providing educational services at the facility, and (c) the consumer has a right to, within a reasonable period of time after receipt of the disclosure, receive from Client a complete and accurate disclosure of the nature and scope of the investigation requested. In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Client shall provide: (d) information about whether an investigative consumer report has been requested; (e) written disclosure of the nature and scope of the investigation requested; and (f) Vendor’s contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

5.9 Client certifies and acknowledges it has received and reviewed the following required notices and rules:
(a) Notice to Users of Consumer Reports: Obligations of Users under the FCRA

- (b) <https://www.castlebranch.com/documents/obligations-of-users.pdf>
Summary of Your Rights Under the FCRA
<https://www.castlebranch.com/documents/summary-of-your-rights-under-the-FCRA.pdf>
- (c) Remedying the Effects of Identity Theft
<https://www.castlebranch.com/documents/remedying-the-effects-of-identity-theft.pdf>
- (d) Disposal of Consumer Report Information and Records
<https://www.castlebranch.com/documents/disposal-of-consumer-report-information-and-records.pdf>

5.10 **ICRA & CCRAA:** Regarding any consumer report, consumer credit report, or investigative consumer report obtained or accessed by Client about a resident of California and/or obtained or requested by Client if located in the State of California (collectively referred to in this subsection 5.10. as “**investigative consumer reports**”), Client certifies to Vendor that, under the Investigative Consumer Reporting Agencies Act, California Civil Code Sections 1786 et seq. (“**ICRA**”), and the Consumer Credit Reporting Agencies Act, California Civil Code Sections 1785.1 et seq.) (“**CCRAA**”), Client will do the following: (A) Request and use investigative consumer reports solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12. (B) When, at any time, any investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (i) that an investigative consumer report may be obtained; (ii) the permissible purpose of the investigative consumer report; (iii) that information on the consumer’s character, general reputation, personal characteristics and mode of living may be disclosed; (iv) the name, address, telephone number, and website of Vendor; and (v) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22. (C) When, at any time, investigative consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer, only request an investigative consumer report if the applicable consumer has authorized in writing the procurement of the same. (D) Provide the consumer a written form with a box to check indicating whether the consumer wishes to receive a copy of any prepared investigative consumer reports relating to consumer. If the consumer wishes to receive a copy of the same, Client shall send a copy of the investigative consumer report to the consumer within three (3) business days of the date that the same is provided to Client. The copy of the investigative consumer report shall contain the name, address, and telephone number of the person who issued the report and how to contact him/her. (E) Comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the investigative consumer report, informing the consumer in writing of Vendor’s name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

6. Fees/Payment:

6.1 Client, or if applicable, User or other person or entity designated in any applicable Service Order as the Responsible Party for payment of Fees (collectively the “**Responsible Party**”) shall pay to Vendor the Fees and all other fees and amounts required under this Agreement; provided, however, if the Responsible Party is an individual (for example, an Individual User), the Fees are due and payable by the Responsible Party prior to any Services being provided. All Fees and other fees and amounts are non-cancelable and the sums paid nonrefundable. Client represents and warrants that Client is permitted under applicable law to require or designate any Responsible Party as such to be responsible for and pay the Fees and other fees and amounts. Notwithstanding anything provided in this Agreement or any Service Order to the contrary, in the event of any increase in Third Party Fees, if applicable, Vendor may adjust the Fees for the affected Services, upon not less than fifteen (15) days’ prior written notice to Client (which written notice may be provided by Vendor to Client via email or other means), by the amount of such increase.

6.2 If Client is responsible for payment of any Fees, Vendor will transmit to Client a written invoice for all Fees due hereunder, to the address provided in the applicable Service Order for invoicing. Client shall, unless reasonably disputed, pay to Vendor all Fees and other fees and amounts listed in each invoice within fifteen (15) days after the date of the invoice, without reduction, deduction, or withholding of any amount.

6.3 The Responsible Party will be responsible for payment of all taxes, duties, tariffs, and similar fees, assessments, or obligations related to this Agreement, except for taxes based on Vendor’s net income, capital gains, or employee withholdings. In the event Client is exempt under applicable law from the payment of any applicable taxes, Client must deliver to Vendor a copy of Client’s current and valid tax-exemption certificate or other evidence satisfactory to Vendor of Client’s exemption.

7. Representations and Warranties:

7.1 Client represents and warrants to Vendor that Client has the full right, power, and authority, and has taken all corporate, board, company, or other required actions necessary, to enter into, execute, and perform its obligations under this Agreement.

7.2 Vendor represents and warrants to Client that Vendor is the owner of the Services, or the recipient of a valid right or license thereto, that the Services (when used by Client within the scope of, and in accordance with, this Agreement) do not infringe the intellectual property rights of any third-party, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. In the event of a breach of the representation or warranty in this subsection 7.2, Vendor, at its own expense and in its discretion, will take one or more of the following actions: (a) secure for Client the right to continue using the Services to which Client subscribed; (b) replace or modify the Services to make it or them non-infringing; or (c) terminate the infringing Services or features, functions, tools, or components of the Service(s), or this Agreement, and refund to Client an equitable pro rata portion of any prepaid fees attributable to such Services or features. In conjunction with Client's right to terminate for breach where applicable and notwithstanding anything to the contrary in this Agreement, the preceding sentence states Vendor's sole obligation and liability, and Client's sole remedy, for breach of the representations and warranties in this subsection 7.2 and for any alleged or actual intellectual property infringement by the Services.

7.3 If Client is to receive any type of consumer report furnished by Vendor, Client agrees that Vendor has the sole right to determine, in its reasonable discretion, what information is reportable or not reportable to Client or others under applicable laws, rules, and regulations, including, but not limited to, FCRA, and all such determinations of Vendor are final and conclusive. Client agrees that Vendor shall not be liable or responsible to Client for any good-faith determination by Vendor to not report or provide information in a consumer report.

7.4 Client understands and agrees that Vendor is not, and will not be deemed to be, making any determination or decisions regarding the suitability or eligibility, or acceptance or rejection, of any individual for any purpose including, without limitation, employment, promotion, reassignment or retention as an employee with or by Client, or admission or placement of the individual at Client or any Affiliated Unit. All decisions and determinations regarding any matter or transaction are made solely by Client.

7.5 Vendor represents and warrants that the Services offered pursuant to this ITB substantially conform to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance levels A and AA. With respect to non-web based electronic and information technologies ("EITs"), Vendor shall use commercially reasonable efforts to ensure that the Services provided under this Statement of Services complies with and shall remain compliant 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 (together, the "Rehabilitation Act"). Upon being notified that the Services do not conform to WCAG 2.0, Vendor will use commercially reasonable efforts to remediate the nonconforming Services.

8. DISCLAIMER OF WARRANTIES: EXCEPT TO THE EXTENT SET FORTH IN SECTION 7 OR AS PROHIBITED BY APPLICABLE LAW, CLIENT, ON BEHALF OF ITSELF AND ALL AUTHORIZED USERS, ACCEPTS THE SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, AND VENDOR HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, OR ANY WARRANTY REGARDING QUALITY OR PERFORMANCE. EXCEPT AS PROHIBITED BY APPLICABLE LAW, VENDOR FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, ACCURATE, COMPLETE, AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET OR DATA LOSS, NOR DOES VENDOR WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, NOR DOES VENDOR REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING, VIRUSES, UNAUTHORIZED INTRUSION, OR PRIVATE AND SECURE. THE PARTIES AGREE THAT THE PROVISIONS OF THE UNIFORM

COMPUTER INFORMATION TRANSACTIONS ACT, AS ENACTED ANYWHERE, DO NOT APPLY TO THE AGREEMENT, AND ALL WARRANTIES THEREIN HEREBY ARE DISCLAIMED.

9. LIMITATION OF LIABILITY AND DAMAGES:

9.1 EXCEPT AS PROHIBITED BY APPLICABLE LAW OR FOR A BREACH OF CONFIDENTIALITY OR PERSONAL INFORMATION, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO VENDOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ALLEGED ACT(S) OR OMISSION(S) GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OR CONTRACTORS BE LIABLE OR RESPONSIBLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR ANY OTHER FORM OF LIABILITY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, EXCEPT FOR A BREACH OF CONFIDENTIALITY OR PERSONAL INFORMATION, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA, LOST PROFITS, DAMAGE TO REPUTATION, LOSS OF OPPORTUNITY, DAMAGES DUE TO INTERRUPTION OR COMPUTER FAILURE, OR PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF, USE OF, ACCESS TO, OR INABILITY TO USE, THE SERVICES.

9.2 If applicable law limits the application of the provisions of this Section 9, Vendor's liability will be limited to the maximum extent permissible under applicable law. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Section 9 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, members, managers, consultants, and other representatives.

9.3 Vendor may at any time delete, terminate, remove, or modify any of the Services, in whole or in part, including, without limitation, any aspect, component, tool, feature, or function of the Services (each, a "**Modification**"). If any such Modification materially and substantially diminishes the functionality of the Services, based on a standard of objective reasonableness, Client may, within thirty (30) days after Modification, cancel its subscription for the affected Service(s) and receive a pro-rata refund of any pre-paid portion of the Fees. Vendor may at any time provide programming fixes, updates, and new versions to the Services that do not materially and substantially diminish the functionality of the Service(s). Vendor does not accept and hereby disclaims any liability in relation to, and Client agrees that Vendor shall not be liable or responsible for, any direct or indirect damages caused by the release or the absence of release of fixes, updates, or new versions of the Services or the modification, deletion, termination, removal, or addition of any of or to the Services.

10. Indemnification/Insurance:

10.1 Indemnification. Solely to the extent of Vendor's available insurance coverage, Vendor agrees to defend, indemnify, and hold harmless Client and its employees, directors, officers, representatives, and agents (but only in the employees', directors', officers', and agents' official capacities with Client, not in their capacities as consumers or individuals) from and against any third-party claim, action, suit, or demand, and any damages, losses, settlements, judgment, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) arising thereunder (collectively, "**Third-Party Claims**") to the extent caused by any Data Breach experienced or suffered by Vendor that was caused by the negligence of Vendor or any employee of Vendor. Client shall: (a) promptly notify Vendor in writing of each Third-Party Claim; (b) give Vendor control over the defense and settlement of such Third-Party Claim, provided that Vendor consults with Client prior to any such settlement and that any such settlement contains the release of Client and its employees, directors, officers, agents, and representatives. Vendor shall not enter into any settlement arrangement that includes (c) any admission of guilt or liability by Client or any of its employees, directors, officers, representatives, or agents, or (d) any obligation, restriction, limitation, or prohibition on Client without the prior written consent of Client. Any failure or delay in providing notice of a Third-Party Claim shall not adversely affect Client's right to indemnification hereunder, except to the extent that such failure or delay has resulted in prejudice or harm to Vendor.

10.2 Insurance. Vendor shall, at all times during the term of this Agreement, maintain insurance that contains the types of coverage listed in Exhibit "A," and coverage amounts must be maintained at or above the levels listed in Exhibit "A." Exhibit "A" is attached hereto and incorporated herein by reference.

11. IP Rights:

11.1 Client (a) recognizes that IP are protected by copyright and other laws; (b) acknowledges and agrees that all right, title, and interest in and to any and all IP and IP Rights are and shall remain the exclusive property of Vendor or its licensors; and (c) acknowledges and agrees that all right, title, and interest in and to any third party content that may be accessed through use of the IP or Services is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. Nothing in this Agreement assigns or otherwise transfers any IP Rights to, or vests any IP Rights in, Client. Client shall not take any action to jeopardize, limit, or interfere with IP Rights. Client agrees not to remove, obscure, make illegible, or alter any notices or indications of the IP Rights, whether such notice or indications are affixed on, contained in, or otherwise connected to any materials. Client shall not undertake, cause, permit, or authorize the modification, creation of derivative works, translation, reverse engineering, data mining, decompiling, disassembling, or hacking of the Services, any website, software, intellectual property, platform, solution, product, service, network, code, or system of Vendor, or any data, information, reports, or records provided or made available or accessible through any Service.

11.2 As between Client and Vendor, to the extent the data uploaded to Vendor's portal is not personal data owned by the individual to whom the data relates, all data uploaded onto Vendor's portal shall be the exclusive property of Client.

12. Miscellaneous:

12.1 Notices. Unless otherwise expressly provided herein, any legal notice required or given under this Agreement shall be in writing and shall be effective for any purpose (a) upon receipt; or (b) three (3) business days after deposit, postage prepaid, with the U.S. Postal Service addressed to the address of the applicable party set out above or such changed address furnished to the other party in writing.

12.2 Assignment. Vendor may assign this Agreement, or any of its rights or obligations under this Agreement, without prior consent, to any affiliate or subsidiary of Vendor or to the purchaser or successor of all or substantially all of Vendor's assets or business related to or used in any of the Services (whether by stock sale, merger, consolidation, asset sale, or otherwise).

12.3 No Waiver. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and only a signed written waiver shall be effective.

12.4 Severability/Survival. If any term, clause, or provision of this Agreement is held to be illegal, invalid, or unenforceable, it is the express intention of the parties that the remainder of this Agreement shall not be affected thereby, and each other term, clause, or provision of this Agreement and the application thereof shall be legal, valid, and enforceable to the fullest extent permitted by law. The provisions of Sections 6 (until all Fees have been paid to Vendor in full) 3, 5, 7, 8, 9, 10 and 11 shall survive the expiration or termination of this Agreement.

12.5 Modifications and Final Agreement. This Agreement, including all addendums and exhibits that are attached hereto and incorporated by reference herein, sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior agreements, understanding, promises, representations, whether written or oral, with respect thereto are superseded hereby. No revision, amendment, or modification of this Agreement shall be effective unless it is in writing and signed by both parties.

12.6 Form of Signature. This parties agree that copies of signatures transmitted via electronic mail or facsimile, as well as electronic records and electronic signatures, are accepted, admissible, and enforceable to the fullest extent permitted by law. Any document related to and including this Agreement, including Service Orders and other documents, may be executed via electronic signature, and the parties hereby waive any objection to the contrary

12.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of Vendor and Client, and no other person shall have any right, benefit, or interest under or because of this Agreement.

12.8 Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement (other than for a delay in the payment of money due and payable hereunder) to the extent such failure or delay is caused by conditions beyond the reasonable control of and not the fault of the nonperforming party, including Acts of God, public health emergencies, earthquakes, floods, fire, hurricanes, unusually extreme or severe weather, wars, insurrections, terrorism, riots, labor stoppage, criminal acts of third parties, network failures, system failures, or equipment failures, provided that the nonperforming party gives the other party prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Each of the Client and Vendor, intending to be legally bound, has caused this Agreement to be executed by their respective authorized representatives as of the Effective Date. The individuals executing this document have been given authority by their respective entities to bind said entities hereto.

Castle Branch, Inc.

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

Signature

Signature

Lauren Henderson

Iris I. Ingram

Print or Type Name

Print or Type Name

CFO

Vice Chancellor of Business Services

Title

Title

Date

Date

Information Security Addendum

Under this Agreement, the vendor shall abide by all applicable federal, state and local laws, privacy laws, regulations and ordinances of the United States including but not limited to FERPA, FERPA Regulations, the Graham-Leach-Bliley Act, the California Consumer Privacy Act, the General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standards (“PCI DSS”), the Health Insurance Portability and Accountability Act (HIPAA) and other laws, regulations and ordinances identified in this Agreement.

As part of its efforts to comply with such applicable federal, state, and local regulations and ordinances, the Vendor shall comply with the following:

i. The vendor must have an Information Security Program in compliance with the Graham-Leach-Bliley Act (GLBA) that follows the guidelines from the National Institute of Standards and Technology’s (NIST) Special Publication (SP) 800-171, the International Organization for Standardization’s standards: ISO/IEC 27001:2005 – Information Security Management Systems – Requirements and ISO-IEC 27002:2005 – Code of Practice for Information Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards or other applicable industry standards for information security and protection of Personal Identifiable Information (PII).

ii. Vendor shall implement administrative, physical and technical safeguards to protect the district’s PII data that are no less rigorous than accepted industry practices and shall ensure that all such safeguards, including the manner in which district’s data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

iii. At a minimum, vendor’s safeguards for the protection of district’s data shall include: (i) limiting access of district’s data to authorized employees/authorized persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii) encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating district’s data from information of vendor or its other customers so that district’s data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and providing appropriate privacy and information security training to vendor’s employees.

iv. During the term of each authorized employee’s employment by vendor, vendor shall at all times cause such authorized employees to abide strictly by vendor’s obligations under this agreement. Vendor further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of district’s data by any of vendor’s officers, partners, principals, employees, agents or contractors. [Upon the district’s written request, vendor shall promptly identify for district in writing all authorized employees as of the date of such request.

v. Intentionally Omitted.

vi. Vendor will maintain an information security incident management program to respond to security incidents. Vendor will promptly provide notification to the district in the event that district’s systems or data is known to have suffered an information security breach and vendor shall fully cooperate with district to prevent or stop such data breach. In the event of such data breach, vendor shall comply with applicable laws, and shall take appropriate steps to remedy such data breach.

vii. Vendor will maintain a process and supporting tools to evaluate and resolve technical vulnerabilities in its systems within reasonable timeframes to address the risk of potential exploitation, or system or data compromise.

viii. Data destruction: at the end of the contract, the vendor shall destroy district’s data in a secure manner using techniques consistent with NIST 800-88 ("Guidelines for Media Sanitization"), unless: 1) the Vendor is required to retain pursuant to applicable law; or 2) the individual to whom the data relates requests that Vendor maintain their data pursuant to Fair Credit Reporting Act requirements.

Exhibit A
Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sentinel Risk Advisors LLC 4700 Six Forks Road Suite 200 Raleigh NC 27609		CONTACT NAME: Jennifer Tondini PHONE (A/C, No, Ext): (919) 926-4623 E-MAIL ADDRESS: jtondini@sentinelra.com		FAX (A/C, No): (919) 926-4664	
INSURED Castle Branch Inc. 1844 Sir Tyler Dr Wilmington NC 28405-8390		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Travelers Indemity Co.of Amer.			25666
		INSURER B: Travelers Indemnity Co.			25658
		INSURER C: Travelers Property Casualty Co. of America			25674
		INSURER D: Standard Fire Insurance Co.			19070
		INSURER E: HSB Specialty Insurance Company			14438
		INSURER F: Harbor Insurance Company			

COVERAGES

CERTIFICATE NUMBER: CL2141611919

REVISION NUMBER:

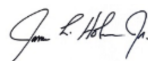
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		660 8J661942	04/21/2021	04/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA9M127821	04/21/2021	04/21/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 8J677061	04/21/2021	04/21/2022	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB 4N064455	04/21/2021	04/21/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E/F	Cyber Liability Errors & Omissions			660444102/MPP 9034977 04	04/21/2021	04/21/2022	Cyber Limit 10,000,000 E&O Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Milwaukee Board of School Directors are additional insureds with respect to the General Liability coverage as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Milwaukee Board of School Directors c/o EXIGIS Risk Management P.O. Box 947 Murrieta CA 92564	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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Exhibit B
Service Level Agreement



Service Level Agreement

This document includes measurements and associated targets pertaining to Customer Support, Quality Assurance & Accuracy, Turnaround Time, and System Uptime.

Customer Support*

Hours of Operation for Support

Target: Monday through Friday, 8 a.m. - 8 p.m. ET**

Description: Excludes holidays including Thanksgiving, Independence Day, etc. Please see the last page of the Service Level Agreement for more information.

Average Speed of Answered Phone Calls*

Target: 15 seconds

Description: A CastleBranch representative will answer a call in an average of 15 seconds after the caller has selected the appropriate option on our phone system.

Returning Calls*

Target: Before Close of Business

Description: CastleBranch returns voicemails received before 3 p.m. ET by close of the business day. Calls received after 3 p.m. will be returned before 10 a.m. ET on the following business day.

Email Response Time*

Target: 2 Hours

Description: Acknowledgment email will be sent to you by a CastleBranch representative. Any email received after the close of business will be answered before 10 a.m. ET on the following business day.

Data Backup and Recovery*

Recovery Point Objective

Target:	1 Hour
Description:	Our recovery point objective target time is 1 hour.

Recovery Time Objective

Target:	12 Hours
Description:	Our recovery time objective target time is 12 hours.

Data Backup Frequency

Target:	Nightly
Description:	CastleBranch backs-up data nightly, seven days a week, 365 days of the year. All data is maintained on servers located within the United States.

Data Retention Schedule*

Data Backup Retention Time

Target:	2 weeks
Description:	CastleBranch maintains data backup files for a period of 2 weeks. All data is maintained on servers located within the United States.

System Uptime*

System Uptime specifies performance goals, as measured on a monthly basis, and pertains to application uptime and availability for each of our screening platforms. Sampling is performed as a weighted average across all CastleBranch applications.

System Uptime	
Target:	99.6% - Excluding Scheduled Maintenance Windows
Description:	<p>Our target service level uptime metric is 99.6%, averaged across all customer-facing services. This uptime target excludes availability during our scheduled maintenance windows.</p> <p>Maintenance windows occur during off hours, between the hours of 9 p.m. to 5 a.m. ET. We typically only use a small portion of one maintenance window per week, so actual application availability remains close to 24 /7.</p> <p>The uptime metric is measured on a monthly basis. Notifications regarding changes to maintenance windows will be given with 48 hour advance notice.</p>

*Sampling is performed across all customers and is not client-specific.

**Estimated turnaround time excludes the time to collect missing information and/or signed releases to be provided to CastleBranch. Furthermore, CastleBranch considers business hours to be Monday - Friday, 8 a.m. - 5 p.m. ET. Business days exclude the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

- Requests received after 5 p.m. ET will be considered to begin on the following business day.

- Turnaround time for background screening services is calculated from the time CastleBranch's system receives an order request to the time the search is completed.

- CastleBranch makes no representation that all products and/or services are available within 3 business days. Searches that rely upon third parties, such as courthouses and laboratories, may exceed 3 business days and are not included in our 3 business day turnaround time target.

- CastleBranch is not responsible for delays due to:

- Unavoidable catastrophes, including but not limited to natural disasters, war, terrorism, infectious disease, or other unforeseen developments that impede our access to the courts
- Strikes or furloughs of court personnel tasked with record retrieval
- Limitations as a result of our compliance with local, state or federal laws
- Unresponsive courts
- Retrieval of court copy documents
- Third-party vendors and sources who cause delays and who are beyond direct control of CastleBranch

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of the International Student Recruitment Agreement with Bluesea Trading and Consultant Co. Ltd.	
Action:	Request for Approval	

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure, and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College.

RECOMMENDATION

It is recommended the Board of Trustees approve the International Student Recruitment Agreement with Bluesea Trading and Consultant Co. Ltd., located in **Vietnam**, as presented.

Fiscal Impact:	\$700-\$750 per student/per academic year	Board Date: August 9, 2021
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and Blusea Trading and Consultant Co. Ltd., a licensed educational consultant in Vietnam, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Vietnam (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall comply with all instructions of the District, as well as all specifications, standards,

confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the

District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)
13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic

Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.
18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.

19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

24. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.
26. The Educational Consultant will deliver the Services in Vietnam (the "Territory"). The

Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.

27. The District agrees to provide the District's annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District's option, all property of the District that is in Educational Consultant's possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. "Confidential Information" is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational

Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.

32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, 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 Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.
36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and

regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.

37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.
40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the "Intellectual Property") solely and exclusively for the purposes of the Educational Consultant

performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.

41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

Educational Consultant

Blueseas Trading and Consultant Co. Ltd.

42 Nguyen Binh Khiem St.

Dakao Ward, District 1

Vietnam

Ms. Huynh Thi Truc Phuong

Director

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street

Santa Ana, CA 92706

Iris I. Ingram

Vice Chancellor of Business Services

Mark C. Liang, J.D.

Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.
47. The Educational Consultant acknowledges that the Educational Consultant has been advised

to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.

48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

District: Rancho Santiago Community

Educational Consultant

College District

Blusea Trading and Consultant Co. Ltd.

Santa Ana College

42 Nguyen Binh Khiem St.

1530 W. 17th street

Dakao Ward, District 1

Santa Ana, CA 92706

Vietnam

X _____

X _____

Iris I. Ingram

Ms. Huynh Thi Truc Phuong

Vice Chancellor of Business Services

Director

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (10 or greater) of New

Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

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

To: Board of Trustees	Date: August 9, 2021
Re: Approval of the International Student Recruitment Agreement with Capstone Vietnam Co. Ltd.	
Action: Request for Approval	

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure, and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College.

RECOMMENDATION

It is recommended the Board of Trustees approve the International Student Recruitment Agreement with Capstone Vietnam Co. Ltd., located in **Vietnam**, as presented.

Fiscal Impact:	\$700-\$750 per student/per academic year	Board Date: August 9, 2021
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and Capstone Vietnam Co. Ltd., a licensed educational consultant in Vietnam, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Vietnam (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall

comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from

Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)

13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each

of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.

18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

24. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District

shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.

26. The Educational Consultant will deliver the Services in Vietnam (the “Territory”). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
27. The District agrees to provide the District’s annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District’s option, all property of the District that is in Educational Consultant’s possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. “Confidential Information” is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the

Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.

32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, 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 Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant

agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full

force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

Educational Consultant
Capstone Vietnam Co. Ltd.

2 Le Quy Don Street
Hai Ba Trung District
Hanoi - Vietnam

Mrs. Pham Minh Hang
Deputy Director

DISTRICT

Rancho Santiago Community College
District

Santa Ana College
1530 W. 17th street
Santa Ana, CA 92706

Iris I. Ingram
Vice Chancellor of Business Services

Mark C. Liang, J.D.
Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.

47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.
48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

District: Rancho Santiago Community

Educational Consultant

College District

Capstone Vietnam Co. Ltd.

Santa Ana College

2 Le Quy Don Street

1530 W. 17th street

Hai Ba Trung District

Santa Ana, CA 92706

Hanoi - Vietnam

X _____

X _____

Iris I. Ingram

Mrs. Pham Minh Hang

Vice Chancellor of Business Services

Deputy Director

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

To: Board of Trustees	Date: August 9, 2021
Re: Approval of the International Student Recruitment Agreement with DEOW Co. Ltd.	
Action: Request for Approval	

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure, and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College.

RECOMMENDATION

It is recommended the Board of Trustees approve the International Student Recruitment Agreement with DEOW Co. Ltd., located in **Japan**, as presented.

Fiscal Impact:	\$700-\$750 per student/per academic year	Board Date: August 9, 2021
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and DEOW Co. Ltd., a licensed educational consultant in Japan, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Vietnam, Taiwan, Japan and worldwide (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.

4. In performing the Services pursuant to this Agreement, the Educational Consultant shall comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.
5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands,

liabilities, actions, causes of action, or other administrative or legal proceedings that arise from Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)

13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)
14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are

counted towards the incentive fees.

18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

24. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the

covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.

26. The Educational Consultant will deliver the Services in **Vietnam, Taiwan, Japan and Worldwide** (the "Territory"). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
27. The District agrees to provide the District's annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District's option, all property of the District that is in Educational Consultant's possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. "Confidential Information" is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.
32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, 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 Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational

Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential

Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

Educational Consultant

DEOW Co. Ltd.
2-16-5 Shibuya Shibuya-ku
Tokyo

Mr. Koji Manabe

Director

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street
Santa Ana, CA 92706

Iris I. Ingram

Vice Chancellor of Business Services

Mark C. Liang, J.D.

Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.
47. The Educational Consultant acknowledges that the Educational Consultant has been advised

to obtain full and adequate independent legal advice with respect to this Agreement and has executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.

48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

District: Rancho Santiago Community

Educational Consultant

College District

DEOW Co. Ltd.

Santa Ana College

2-16-5 Shibuya Shibuya-ku

1530 W. 17th street

Tokyo

Santa Ana, CA 92706

X _____

X _____

Iris I. Ingram

Mr. Koji Manabe

Vice Chancellor of Business Services

Director

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (*fall or spring*). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

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

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of the International Student Recruitment Agreement with I-Studylink Co. Ltd.	
Action:	Request for Approval	

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure, and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College.

RECOMMENDATION

It is recommended the Board of Trustees approve the International Student Recruitment Agreement with I-Studylink Co. Ltd., located in **Vietnam**, as presented.

Fiscal Impact:	\$700-\$750 per student/per academic year	Board Date: August 9, 2021
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and **I-Studylink Co. Ltd.**, a licensed educational consultant in **Vietnam**, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in **Vietnam** (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall

comply with all instructions of the District, as well as all specifications, standards, confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from

Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)

13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each

of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.

18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.
19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

24. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District

shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.

26. The Educational Consultant will deliver the Services in Vietnam (the “Territory”). The Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.
27. The District agrees to provide the District’s annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District’s option, all property of the District that is in Educational Consultant’s possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. “Confidential Information” is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the

Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.

32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, 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 Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant

agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.

36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.
37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full

force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.

40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the “Intellectual Property”) solely and exclusively for the purposes of the Educational Consultant performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.
41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Education Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

Educational Consultant

DISTRICT

Rancho Santiago Community College
District

I-Studylink Co. Ltd.

Santa Ana College

157/5 Ba Thang Hai Street

1530 W. 17th street

Ward 11 – District 10 - Vietnam

Santa Ana, CA 92706

Ms. Nha Pham

Iris I. Ingram

Chief Executive Officer

Vice Chancellor of Business Services

Mark C. Liang, J.D.

Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.
47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has

executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.

48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

District: Rancho Santiago Community

Educational Consultant

College District

Santa Ana College

I-Studylink Co. Ltd.

1530 W. 17th street

157/5 Ba Thang Hai Street

Santa Ana, CA 92706

Ward 11 – District 10 - Vietnam

X _____

X _____

Iris I. Ingram

Ms. Nha Pham

Vice Chancellor of Business Services

Chief Executive Officer

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*)

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

To: Board of Trustees	Date: August 9, 2021
Re: Approval of the International Student Recruitment Agreement with WEDUSHARE Co. Ltd.	
Action: Request for Approval	

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure, and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College.

RECOMMENDATION

It is recommended the Board of Trustees approve the International Student Recruitment Agreement with WEDUSHARE Co. Ltd., located in **Cambodia**, as presented.

Fiscal Impact:	\$700-\$750 per student/per academic year	Board Date: August 9, 2021
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and WEDUSHARE Co. Ltd., a licensed educational consultant in Cambodia, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Cambodia (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall comply with all instructions of the District, as well as all specifications, standards,

confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the

District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)
13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic

Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.
18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.

19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

24. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.
26. The Educational Consultant will deliver the Services in Cambodia (the "Territory"). The

Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.

27. The District agrees to provide the District's annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District's option, all property of the District that is in Educational Consultant's possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. "Confidential Information" is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational

Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.

32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, 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 Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.
36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and

regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.

37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.
40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the "Intellectual Property") solely and exclusively for the purposes of the Educational Consultant

performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.

41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

Educational Consultant
WEDUSHARE Co. Ltd.

166, 9th Floor - B-Ray Tower, Preah Norodom
Blvd.

Phnom Penh, 12301

Cambodia

Mr. SREANG Boromey

Director

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street

Santa Ana, CA 92706

Iris I. Ingram

Vice Chancellor of Business Services

Mark C. Liang, J.D.

Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.
47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has

executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.

48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

District: Rancho Santiago Community

Educational Consultant

College District

WEDUSHARE Co. Ltd.

Santa Ana College

166, 9th Floor - B-Ray Tower, Preah Norodom Blvd.

1530 W. 17th street

Phnom Penh, 12301

Santa Ana, CA 92706

Cambodia

X _____

X _____

Iris I. Ingram

Mr. SREANG Boromey

Vice Chancellor of Business Services

Director

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (fall or spring). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*).

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

To: Board of Trustees	Date: August 9, 2021
Re: Approval of the International Student Recruitment Agreement with WIL Co. Ltd.	
Action: Request for Approval	

BACKGROUND

According to an American Council of Education report, since 2016 the percentage of schools using international student recruiting agents in the United States has increased from 11 percent to 30 percent. Using international student recruiting agents is one strategy of many and should be used as part of a whole recruitment plan, including traditional recruitment, local English schools, and social media. International student agents are an important part of recruiting strategy for a strong and diverse international student body.

ANALYSIS

Santa Ana College seeks to provide a more supportive and comprehensive experience for prospective students. Having an international student recruitment agent with permanent presence in-country and knowledge of the culture, primary educational structure, and language contributes significantly to a more supportive experience. International student recruitment agents have knowledge of the local markets to help make international student recruiting more cost effective and less resource intensive, which in turn has the potential to boost international student enrollment to Santa Ana College.

RECOMMENDATION

It is recommended the Board of Trustees approve the International Student Recruitment Agreement with WIL Co. Ltd., located in **Vietnam**, as presented.

Fiscal Impact:	\$700-\$750 per student/per academic year	Board Date: August 9, 2021
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Mark C. Liang, J.D., Dean, Enrollment and Support Services	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT INTERNATIONAL STUDENT RECRUITMENT AGREEMENT

This Agreement is made and entered into between Rancho Santiago Community College District (“District”) on behalf of Santa Ana College, International Student Program, hereinafter called the District and WIL Co. Ltd., a licensed educational consultant in Vietnam, hereinafter the Educational Consultant.

RECITALS

WHEREAS, the **District** wishes to attract international student applicants to apply to and enroll at its college, **Santa Ana College** (hereinafter the “**College**”);

WHEREAS, the Educational Consultant has the capacity and capability to promote and market the College to potential students in Vietnam (“the “**Territory**”); and

WHEREAS, the District wishes to retain the services of the Educational Consultant on the terms and conditions set out herein and the Educational Consultant agrees to provide such Services, as defined below.

AGREEMENT

NOW THEREFORE in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereby covenant and agree as follows:

EDUCATIONAL CONSULTANT SERVICES

1. The District grants the Educational Consultant the non-exclusive right to represent the College for the purpose of recruiting international applicants for admission to the College.
2. The Educational Consultant accepts the foregoing appointment and agrees to provide promotion, marketing and recruitment services to actively and accurately promote the College within the Territory for the purpose of recruiting international applicants to the College (the “**Services**”).
3. The Educational Consultant shall use its best efforts and diligently perform the Services and conduct itself in a competent and wholly professional manner at all times. The Educational Consultant shall ensure that all of its employees, Educational Consultants and representatives are duly qualified and competent to provide the Services and shall comply with all terms of this Agreement. The Educational Consultant shall recruit only those applicants whom it believes can meet the academic and admission requirements of the College, as such academic and admission requirements are made known by the District to the Educational Consultant, and those found in the District’s Course Catalog for the College.
4. In performing the Services pursuant to this Agreement, the Educational Consultant shall comply with all instructions of the District, as well as all specifications, standards,

confidentiality, policies and procedures of the District and the College, as they may change from time to time.

5. The Educational Consultant shall not subcontract or delegate the Services to any other person or entity without the prior written consent of the District, which consent may be withheld in the District's sole and absolute discretion.

EDUCATIONAL CONSULTANT'S RESPONSIBILITIES

6. The District will provide any marketing materials to the Educational Consultant at training sessions and will deliver them to the Educational Consultant upon the Educational Consultant's reasonable request. The Educational Consultant shall use such marketing materials in its performance of the Services. If the Educational Consultant wishes to use other marketing materials not provided by the District, the Educational Consultant acknowledges that Educational Consultant is doing so as work made for hire and must submit such materials to the District for its prior written approval, which approval may be withheld in the District's sole and absolute discretion. Educational Consultant acknowledges and agrees that any materials that Educational Consultant creates during the term of this Agreement shall be work made for hire, and all ownership in and to such materials shall vest, upon creation, in the District. The Educational Consultant shall make any changes to such materials as the District may advise in its discretion.
7. The Educational Consultant shall keep records of its promotion and marketing activities, including the location of its activities and the names and contact information, specifically the email or phone number of potential students. The Educational Consultant shall provide regular market updates of its activities in the Territory (including reasonable details) to the District upon request.
8. As part of the Services, the Educational Consultant shall assist applicants with completing their applications to the College, visa applications, making payments to the District, and provide any other assistance relating to the applicant's application to and enrollment at the College. The Educational Consultant shall pre-screen all applicants to ensure their eligibility to enter the United States on a student visa.
9. The Educational Consultant shall ensure that all information it provides to applicants is true, accurate, complete and not misleading or false in any way. The Educational Consultant shall not, directly or indirectly, make any misrepresentation or mislead applicants about whether or not the College will accept the applicant, the nature of the courses and programs offered by the College or any other matter concerning the College or the District and the applicant's application thereto. The Educational Consultant shall not make any representation or statement that is inconsistent with the laws applicable to the District or contrary to the College's or District's policies and procedures in any way. The Educational Consultant shall indemnify, defend and hold the District and the College harmless from any and all claims, demands, liabilities, actions, causes of action, or other administrative or legal proceedings that arise from Educational Consultant's misleading, inaccurate or untrue statements or representations or omissions to any applicant or third party. Notwithstanding any other provision herein, the

District has the right to terminate this Agreement immediately and without notice if the Educational Consultant makes any untrue, inaccurate, incomplete, misleading, or false statements to any third party.

10. The Educational Consultant acknowledges that the District retains full and complete discretion about whether or not to accept an applicant for enrollment. The Educational Consultant shall not make any representations or statements that the District has accepted an applicant or will accept an applicant. The Educational Consultant shall have no authority to accept an applicant or guarantee an applicant's acceptance by the District.

PAYMENT TERMS AND CONDITIONS

11. Subject to Paragraph 20, if the District accepts any of the Educational Consultant's applicants for admission as a new and full time student ("Student"), the District shall pay the Educational Consultant a fee as outlined below and in Appendix A. The amount of Educational Consultant's fee is based on the number of New Students enrolled as the result of the Educational Consultant's identified applicants who enroll as Regular Full-Time, Summer Full Time, or ELA Full Time, as those terms are defined herein. A Student is defined as new when they are attending their first semester, session, or class at the District, unless otherwise specified herein (hereinafter "New"). A student is considered full-time when they either (a) enroll in a minimum of 12 units at the District for a semester in a regular college credit program (hereinafter "Regular Full-Time"); (b) enroll in 6 units for a summer session (hereinafter "Summer Full-Time"), or (c) attend the English Language Academy (ELA) (hereinafter "ELA Full-Time"). Units for the purpose of this Agreement is defined as the District's credit units applicable towards maintaining F-1 status. A Student is considered eligible to be counted toward the Educational Consultant's fee if the student began attending the District as a New Student and continues attending the District for a second Regular Full-Time semester, Summer Full-Time session, and/or ELA Full-Time session in accordance with paragraphs 12-15, below (hereinafter "Eligible").
12. First Five Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the first five Eligible Regular Full-Time Students who the Educational Consultant recruits and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred U.S. dollars (\$700) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fourteen hundred U.S. dollars (\$1400). (See Appendix A, Statements # 1-4.)
13. Sixth and Subsequent Eligible Regular Full-Time Students. Subject to Paragraph 20, for each of the sixth and subsequent Eligible Regular Full-Time Students (6 or greater) who are recruited by the Educational Consultant and who successfully apply, enroll Regular Full-Time, and pay in full for at least one Fall or Spring semester at the District during a given Academic

Year (August to June), the District shall pay the Educational Consultant a fee of seven hundred fifty U.S. dollars (\$750) per student for each semester the student attends for a maximum of two (2) semesters as published in the academic calendar. The District will pay the Educational Consultant this fee for the second semester only if the Eligible Student attends two consecutive regular semesters. Regular semesters are considered consecutive even where the Student attends as a Summer Full-Time Student in a session between a consecutive Spring semester and Fall semester. The total amount of money the District will pay per Eligible Full-Time Student for this category is fifteen hundred U.S. dollars (\$1500). (See Appendix A, Statements # 1-4.)

14. Summer Session. Subject to Paragraph 20, for each Eligible Summer Full-Time Student recruited by Educational Consultant who successfully applies, enrolls in Summer Full-Time, and pays in full his/her first Summer session, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. The District will pay this fee if the Eligible Summer Full Time Student attends college for the first time in the Summer session or if student attends Summer session after attending his/her first Spring semester. This Summer session Educational Consultant fee is in addition to the fees available in paragraphs 12 and 13, above, if applicable. The total amount of money the District will pay per New Summer Full-Time Student for this category is three hundred fifty U.S. dollars (\$350). (See Appendix A, Statements # 1-4.)
15. English Language Academy. Subject to Paragraph 20, for each Eligible ELA Full Time Student recruited by Educational Consultant who successfully applies, enrolls in ELA Full-Time, and pays in full, the District shall pay the Consultant a fee of three hundred fifty U.S. dollars (\$350) per student. Depending on student enrollment, the District may not offer ELA in the summer session, in which case the Educational Consultant will not be eligible for this fee for ELA. The District will pay the Educational Consultant a fee for an Eligible Full-Time ELA Student a maximum of two semesters and will pay for the second semester only if the Student attends and completes two consecutive semesters. The total amount of money the District will pay per New Full-Time Student for this category is seven hundred U.S. dollars (\$700). (See Appendix A, Statements # 1-4.) (See Appendix A, Statement # 3.)
16. Incentive Fee – Ten or Greater Students. In addition to the fees available in paragraphs 12 through 15, above, if the Educational Consultant recruits 10 or more New Regular Full-Time Students who successfully apply, enroll Full-Time, and pay in full for their first semester, the District will pay a single incentive flat fee of two thousand U.S. dollars (\$2,000) per the requirements of Paragraph 17 (“Incentive Fee”). (See Appendix A, Statement # 5.) The District will determine if Educational Consultant is eligible for this Incentive Fee and process the fee at the end of the semester based on an invoice that complies with Paragraph 21.
17. One (1) Incentive Fee is available each fall and each spring semester for recruiting the minimum quota (10 or greater). Students recruited in previous semesters do not count towards incentive quota. Only Eligible Regular Full-Time Students each Fall or Spring semester are counted towards the incentive fees.
18. All students must be recruited from overseas (outside the U.S.) and cannot be transfers from a U.S. domestic language program or from a U.S. college or university.

19. For the purposes of accurate invoice processing, it is Educational Consultant's responsibility to establish and notify the college of their representation of a particular student. Failure to establish that relationship with the student prior to the student applying to the District will invalidate any invoice for that particular student.
20. The District will only pay fees, including Incentive Fees, relating to those Students who meet the qualifications in this Agreement and who remain enrolled through the census date in full-time status beyond the census date (defined as the last day to drop a class and receive an enrollment fee refund).
21. The Educational Consultant shall deliver to the District, no earlier than thirty (30) days and no later than sixty (60) days after the census date, as published in the academic calendar, for study at a semester at the District, an invoice listing the fee owed to the Educational Consultant for that semester, in accordance with this Agreement, and the Students to which the fee relates. The invoice shall contain the detailed information about each Student's enrollment in order to support payment hereunder. If the Educational Consultant defaults on the terms for submission of invoice as specified above, the District has the right to decline payments.
22. If there is a dispute about an invoice, the District shall be entitled to withhold any fees until the dispute is resolved to the satisfaction of the District. The Educational Consultant shall provide all such other records and documentation requested by the District to substantiate the invoice.
23. The undisputed fee shall be paid to the Educational Consultant within forty five (45) days of receipt of an invoice from the Educational Consultant. The fee will be paid by check and mailed to the address the District has on file for the Educational Consultant. If payments have to be made in any other form, such as a wire transfer, any and all costs such as bank charges will be the responsibility of the Educational Consultant. The District has sole discretion to choose how payment is made to Educational Consultant. The Educational Consultant is responsible for all applicable taxes and fees related to payment of any fees paid by the District.

PERIOD OF AGREEMENT, TERMINATION, MISCELLANEOUS

24. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.
25. Termination for Cause. The District may terminate this agreement and be relieved of any consideration to Educational Consultant should Educational Consultant fail to perform the covenants herein at the time and in the manner provided. In the event of such termination, the District may proceed in any manner deemed proper by the District. The cost to the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Educational Consultant.
26. The Educational Consultant will deliver the Services in [Vietnam](#) (the "Territory"). The

Educational Consultant acknowledges and agrees that its rights to the Territory are non-exclusive and the District may, in its sole discretion, appoint another Educational Consultant or Educational Consultants to perform similar or identical services in the Territory or any part thereof at any time.

27. The District agrees to provide the District's annual calendar and international recruitment information packages to the Educational Consultant and provide updated materials on an annual basis. All such materials are subject to change without notice. Notwithstanding the foregoing, it is the Educational Consultant's responsibility to ensure it has all complete, up-to-date and accurate information and materials that are prepared by the District and provided by the District in order for it to perform the Services at all times. The Educational Consultant shall not use any information and materials that are outdated.
28. All expenses and costs incurred by the Educational Consultant in providing the Services shall be the sole responsibility of the Educational Consultant, including without limitation all salaries, wages, benefits and other amounts owing to its employees, Educational Consultants and representatives. The Educational Consultant shall provide and supply, at its own expense, all office facilities, equipment, materials and supplies required to perform the Services except for the annual calendar and other materials produced by the District and specified as being provided by the District in this Agreement.
29. Upon termination or expiration of the Term, the Educational Consultant shall promptly return to the District or destroy, at the District's option, all property of the District that is in Educational Consultant's possession or control, including marketing materials, academic calendars and Confidential Information, whether in hard copy or in electronic form. "Confidential Information" is any information that may be protected under state or federal privacy laws and includes information that a person would reasonably understand to be confidential, including, but not limited to, student information (including directory information), health information, academic information, and proprietary information, including copyright and trade secrets. The above list is not meant to be exhaustive and Confidential Information does not need to be marked as such in order to be Confidential Information.
30. Upon termination or expiration of the Term, the Educational Consultant shall cease providing the Services and cease representing itself as an Educational Consultant of the District and the College, and shall pay all amounts owing (if any) to the District immediately. The District shall not be responsible for paying fees to the Educational Consultant in respect of Students whose application is received by the District following the date of termination or expiration of the Term.

GENERAL TERMS

31. The District and the Educational Consultant acknowledge and agree that the relationship of the Educational Consultant to the District is that of an independent contractor. Nothing herein shall be construed so as to place the parties in the relationship of partners or employer/employee. The Educational Consultant shall have no authority to act for or bind the District and/or the College or enter into any contract or commitment on behalf of the District and/or the College, nor shall the Educational Consultant hold itself out as having such authority. The Educational

Consultant shall indemnify and hold the District harmless from and against any liability resulting from a breach of this Section. The Educational Consultant and its employees, Educational Consultants and representatives shall not be entitled to any benefits whatsoever otherwise made available to District employees.

32. In the performance of this Agreement, Educational Consultant and its employees and agents, shall each act as an independent contractor and is not an employee, officer, agent, partner, or joint venture of District by virtue of this Agreement. Educational Consultant agrees that it is free from control and direction of the District; performs work that is outside the usual course of District's business; and is customarily engaged in an independently established trade, occupation or business of the same nature as the Services it will perform for District under this Agreement. Educational Consultant shall defend, indemnify and hold District harmless from any claims, demands or liabilities, arising from Educational Consultant's misclassification of its own workers providing Services hereunder as independent contractors, or from any claims, demands or liabilities, arising from Educational Consultant's failure to provide its own workers with wages and other employment benefits that are required by law.
33. The Educational Consultant represents, warrants and acknowledges that the District is relying upon the following, that: (a) Educational Consultant has corporate authority and capacity to perform the Services and carry on business, (b) there is no legal proceeding in progress, pending, threatened or affecting the Educational Consultant that involves a possibility of a material judgment or restriction against the Educational Consultant or its performance of the Services, and (c) there are no prior agreements or commitments affecting the Educational Consultant that would adversely affect the Educational Consultant or its ability to perform the Services.
34. Indemnification Clause. To the fullest extent permitted by law, Educational Consultant agrees to defend, indemnify, and hold harmless the District, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense, including reasonable attorney fees, arising out of any demand, 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 Educational Consultant, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused by the gross negligence or intentional acts of the District or any of its agents or employees. This provision survives any termination of this Agreement.
35. To the fullest extent permitted by law, the District shall have no liability for any act or omission of the District, its directors, officers, employees and Educational Consultants in connection with or related to this Agreement or the failure to provide materials to the Educational Consultant, or any costs, losses, damages or expenses arising from the Educational Consultant's performance of the Services under this Agreement. The Educational Consultant agrees that it shall not bring any claim or join in any proceeding against the District for any costs, losses, damages or expenses suffered in connection with this Agreement, unless due to District's fraud, intentional misconduct or if otherwise permitted by law.
36. The Educational Consultant shall comply with all applicable laws, regulations, rules and orders in the performance of its obligations under this Agreement, including all such laws and

regulations applicable in the Territory and any other jurisdiction where the Educational Consultant carries on business, as well as laws and regulations applicable to the District.

37. Insurance. Each party to this Agreement shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, property damage and including a contractual liability endorsement with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating performance. Certifications of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement and in effect for insuring incidents that occur within the United States may be requested by either party. Educational Consultant shall name District as an additional insured on any commercial general liability policy or other applicable insurance required hereunder and shall obtain a waiver of subrogation against the District regarding same. Educational Consultant's provision of insurance or self-insurance hereunder shall not operate as a potential limitation of liability.
38. The Educational Consultant acknowledges that a breach or threatened breach by Educational Consultant of any of the provisions of any of this Agreement could cause the District irreparable harm not compensable in damages alone. The Educational Consultant further acknowledges that it is essential to the effective enforcement of this Agreement that, in addition to any other remedies to which the District may be entitled at law or in equity or otherwise under this Agreement, the District be entitled to seek and obtain, in a summary manner, interim, interlocutory, and permanent injunctive relief, specific performance and other equitable remedies. The Educational Consultant agrees that such actions are fair and reasonable and are reasonably required for the protection of the District.
39. The Educational Consultant acknowledges that it has received and will receive Confidential Information of and from the District, which includes, but is not limited to, all information relating to the District, the College, administration, student information, financial information, and any other information that is confidential in nature, whether marked confidential or not. The Educational Consultant agrees that it will keep in strict confidence and not use and/or disclose the Confidential Information to any other person except only as reasonably required for the performance of the Services. The Educational Consultant shall limit access and use of the Confidential Information to those employees that have a need to know in order to perform the Services. The Educational Consultant shall be responsible for ensuring that its employees are aware of and agree to adhere to the confidentiality obligations set out herein. In addition, the existence of and terms and conditions of this Agreement form part of the Confidential Information and are to be kept mutually and strictly confidential by the parties at all times. The obligations of the Educational Consultant under this Section shall exist and continue in full force and effect notwithstanding the termination or expiration of this Agreement or the breach or alleged breach by the District of this Agreement.
40. The District grants the Educational Consultant a non-exclusive, non-transferable license to use certain trademarks, logos, trade names or other intellectual property of the District and/or College as the District may specify to the Educational Consultant from time to time (the "Intellectual Property") solely and exclusively for the purposes of the Educational Consultant

performing the Services. The Educational Consultant shall have no right or interest to the Intellectual Property except as expressly provided herein. The District may revoke the license in this Section at any time. The Educational Consultant shall submit all documents, advertisements or other materials using any of the Intellectual Property to the District for approval prior to usage. Upon the termination or expiration of this Agreement, the Educational Consultant shall immediately cease using all of the Intellectual Property for any purpose whatsoever.

41. Under this Agreement, the District considers Educational Consultant to be a “school official” with “legitimate educational interests” performing an institutional service or function for which the District would otherwise use employees within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. Part 99, and California Education Code §§ 49060-49085. As such, 34 C.F.R. 99.31(a)(1)(i) allows the District to disclose personally identifiable information from education records of students without the consent required by 34 C.F.R. section 99.30. The Educational Consultant agrees to comply with FERPA and cooperate as a “school official” thereunder. The Educational Consultant shall comply with all applicable privacy legislation at all times. The Educational Consultant shall collect, use and disclose all applicants’ personal information which it obtains in relation to this Agreement and maintain the confidentiality and privacy of such information in accordance with all applicable laws in the United States and in the Territory. The Educational Consultant acknowledges that the District is subject to privacy legislation and shall assist the District in complying with all applicable privacy legislation as it relates to the Services performed as part of this Agreement including any disclosure requirements. Educational Consultant shall indemnify, defend and hold the District and the College harmless from any claims arising from a breach of any applicable privacy laws or regulations.
42. All notices and other communications required or permitted to be given in this Agreement shall be in writing and shall be given to the parties at the following addresses or at such other address as a party shall specify by like notice: Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

Educational Consultant

WIL Co. Ltd.

546 Nguyen Duy Trinh St.
Binh Trung Dong Ward, District 2
Vietnam

Ms. Bui Thi Cam Thu

Director

DISTRICT

Rancho Santiago Community College
District

Santa Ana College

1530 W. 17th street
Santa Ana, CA 92706

Iris I. Ingram

Vice Chancellor of Business Services

Mark C. Liang, J.D.

Dean of Enrollment and Support
Services

43. This written instrument constitutes the entire agreement between the parties and shall be interpreted and construed in accordance with the laws of the state of California and the federal laws of the United States of America applicable therein. There are no other agreements, understandings, representations or warranties, oral or otherwise. Any amendments to this Agreement shall have no force or effect unless made in writing and executed by both parties. Pursuant to the District's policies, this Agreement will not take effect until authorized by the Board of Trustees of the District.
44. If any provision of this Agreement shall to any extent be declared illegal or unenforceable by a duly authorized court of competent jurisdiction, then the remainder of this Agreement, or the application of such provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
45. Provisions of sections that, by their nature, must remain in effect beyond the termination or expiration of this Agreement survive the termination or expiration of this Agreement for any reason.
46. This Agreement is personal to the Educational Consultant and Educational Consultant may not assign this Agreement or any part thereof without the prior written consent of the District, which consent may be withheld at the District's discretion. This Agreement shall be binding upon the Educational Consultant and its successors and permitted assigns.
47. The Educational Consultant acknowledges that the Educational Consultant has been advised to obtain full and adequate independent legal advice with respect to this Agreement and has

executed this Agreement freely, voluntarily, without duress and with full knowledge and understanding of its terms and conditions.

48. This Agreement may be executed in any number of counterparts, each of which, when taken together, shall constitute one and the same instrument. For purposes of this Agreement, electronic signatures shall be deemed originals.

IN WITNESS WHEREOF, the said parties have hereunto set their hands:

District: Rancho Santiago Community

Educational Consultant

College District

WIL Co. Ltd.

Santa Ana College

546 Nguyen Duy Trinh St.

1530 W. 17th street

Binh Trung Dong Ward, District 2

Santa Ana, CA 92706

Vietnam

X _____

X _____

Iris I. Ingram

Ms. Bui Thi Cam Thu

Vice Chancellor of Business Services

Director

Date: _____

Date: _____

APPENDIX A

The examples and scenarios below assume that all other terms and conditions in the Agreement are otherwise met and are intended as hypothetical scenarios only.

Statement #1: Consultant's fee is paid for consecutive semesters only.

Example #1: Student attends Fall 2018 as a New and Regular Full-Time Student and then attends Spring 2019.

Consulting fee will be paid for both Fall and Spring semesters as stated in this Agreement.

Example #2: Student attends Fall 2018 as a New and Regular Full-Time Student, Spring 2019 as a Regular Full-Time Student and Summer 2019 as a Summer Full-Time Student.

Consulting fee will be paid for Fall, Spring and Summer as stated in this Agreement.

Example #3: Student attends Fall 2018 as a New and Regular Full-Time Student, does not attend Spring 2019, then returns and attends Summer 2019 Full-Time and Fall 2019 Full-Time.

Consulting fee will be paid for Fall 2018 only. No fee is paid for Summer 2019 session or the Fall 2019 semester because student did not attend the Spring 2019 semester.

Example #4: Student attends Spring 2019 as a New and Regular Full-Time Student, Fall 2019 as a Regular Full-Time Student, and then Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Statement #2: Educational Consultant's fee is paid for a maximum of two semesters (*fall or spring*). Summer session is excluded; summer is not considered a semester; however fee is paid if student attends college for the first time in the summer session or if student attends summer session after attending his/her first spring semester. For purposes of this Agreement, a summer session must consist of a minimum of 6 units.

Example #1: Student attends Spring 2019 as a New and Regular Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time student.

Consulting fee will be paid for Spring 2019 and Fall 2019; both semesters qualify for payment since they are consecutive. No fee will be paid for Spring 2020 because the fee for Regular Full-Time students is for a maximum of two semesters. The Consultant does not earn the fee for Summer 2020 because it is not consecutive to the eligible Spring 2019 and Fall 2019 semesters.

Example #2: Student attends Summer 2019 session as a New and Summer Full-Time Student and attends Fall 2019 as a Regular Full-Time Student. Then, the student attends Spring 2020 as a Regular Full-Time Student and Summer 2020 as a Summer Full-Time Student.

Consulting fee will be paid for Summer 2019 as student started college for the first time during summer session. Consulting fee will also be paid for Fall 2019 and Spring 2020 semesters.

No fee is paid for Summer 2020 and any subsequent semesters.

Example #3: Student attends Spring 2019 as a New and Regular Full-Time Student, attends Summer 2019 as a Summer Full-Time Student, and attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Spring 2019.

Consulting fee will be paid for Summer 2019 because student is attending Summer session after her first college semester.

Consulting fee will be paid for Fall 2019.

Statement #3: The College will pay Educational Consultant up to two semesters total, regardless of whether the student attended and paid for English Language Program (ELA) or the District's regular college credit program, in any combination of semester terms in accordance with the provisions contained herein; no tacking of ELA and College Credit allowed.

Example #1: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student, then attends Spring 2019 as a Regular Full-Time Student.

Consulting fee will be paid for both semesters (*fee is paid for up to two semesters regardless of the program student attended*).

Example #2: Student attends the English Language Academy (ELA) in Fall 2018 as a New and ELA Full-Time Student and attends the English Language Academy (ELA) in Spring 2019 as an ELA Full-Time Student. Then, student attends Fall 2019 as a Regular Full-Time Student.

Consulting fee will be paid for Fall 2018 and Spring 2019 (*fee is paid for up to two semesters; although student is attending the regular college credit program for his first time in Fall 2019, no consulting fee is paid for this semester; no tacking of fees allowed*).

Statement #4: Educational Consultant's fee is based on the number of students recruited per semester for the regular college credit program & ELA. Summer session is not considered a semester; however, a fee of \$350 is paid to the Educational Consultant for each New Summer Full-Time Student. For purposes of this Agreement, a Summer session consist of 6-8 weeks (equivalent to 6 units).

Scenario #1: Educational Consultant recruits five students (A,B,C,D,E) for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$700 per student for Spring 2019

If students, A,B,C,D, and E attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If students, A,B,C,D, and E attend Fall 2019 as Regular Full-Time Students, the College will pay \$700 fee per student

If students, A,B,C,D, and E attend Spring 2020 as Regular Full-Time Students, no fee is to be paid to Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters in the regular college credit program*)

Scenario #2: Educational Consultant recruits six or more students for Spring 2019 as New and Regular Full-Time Students.

The College will pay Educational Consultant a fee of \$750 per student, for the sixth and subsequent students, for Spring 2019.

If the sixth and subsequent students attend Summer 2019 as Summer Full-Time Students, the College will pay \$350 fee per student

If the sixth and subsequent students attend Fall 2019 as Regular Full-Time Students, the College will pay \$750 fee per student

If the sixth and subsequent students attend the Spring 2020 as Regular Full-Time Students or subsequent semesters, no fee is to be paid to Educational Consultant as we have already paid the maximum per contract (*fee is to a maximum of two consecutive semesters*)

Statement #5: Educational Consultant will be eligible for an Incentive Fee of \$2,000 US dollars for the recruitment of a minimum of 10 New students (10 or greater) who successfully apply to District, enroll Regular Full-Time, and pay tuition fees in full for one semester. Incentive is available every semester for recruiting the minimum quota (**10** or greater) of New Regular Full-Time Students. Students recruited in previous semester(s) do not count towards the incentive quota; Students must be New and Regular Full-Time college credit students to be eligible for the incentive fee.

Scenario #1: The Educational Consultant recruits 12 New Regular Full-Time Students for fall 2018.

The District will pay Educational Consulting fee for each of the 12 New Regular Full-Time Students recruited who successfully apply, enroll full-time, and pay their tuition fees in full for Fall 2018. Additionally, The District will pay Educational Consultant \$2,000 as an Incentive Fee for recruiting a minimum of 10 New college credit students.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Educational Affiliation Agreement with Pine Street Physical & Occupational Therapy	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This new Educational Affiliation Agreement with Pine Street Physical & Occupational Therapy (“Agreement”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Agreement shall be effective for five (5) years, commencing upon Board approval and ending August 9, 2026, or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Educational Affiliation Agreement with Pine Street Physical & Occupational Therapy, located in Stockton, California, as presented.

Fiscal Impact:	None	Board Date: August 9, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Pine Street Physical & Occupational Therapy (“Clinical Facility”), located at 534 E Pine Street #A, Stockton, CA 95204.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

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

B. For Program Planning

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

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

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

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

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

patient care and patient service facilities for clinical education according to approved curricula.

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. Insurance:

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

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

C. Indemnification

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

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

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

PART VII OTHER TERMS

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

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

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

To Clinical Facility:

Pine Street Physical & Occupational Therapy
Attn: Magdalena Panscik, OTR/L, CHT
534 E Pine Street #A
Stockton, CA 95204

To District:

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

With a copy to:

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

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


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

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

District:
Rancho Santiago Community College
District

Clinical Facility:
Pine Street Physical & Occupational Therapy

Iris I. Ingram
Vice Chancellor of Business Services

 OTR/L,CHT

Magdalena Panscik, OTR/L, CHT
Occupational Therapy Dept. Manager

Date

7 / 0 9 / 2 0 2 1

Date

SAC - 21-085

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College –Student Services

To: Board of Trustees	Date: August 9, 2021
Re: Approval of Memorandum of Understanding between Rancho Santiago Community College District and The Regents of the University of California on behalf of the University of California, Irvine	
Action: Request for Approval	

BACKGROUND

The Santa Ana Partnership (“SAP”) has been in existence for over thirty (30) years and includes Santa Ana Unified School District (“SAUSD”), Rancho Community College District-Santa Ana College (“SAC”), California State University, Fullerton (“CSUF”) and University of California, Irvine (“UCI”). The goal of these programs is to provide the highest quality education to students within the SAUSD and Rancho Santiago Community College District in order to increase the number of educationally disadvantaged students prepared for higher education and the workplace and for admission to the California State University and the University of California. This is a formal Memorandum of Understanding between Rancho Santiago Community College District and The Regents of the University of California on behalf of the University of California, Irvine (“MOU”) and contract to work together to provide accountability for programming within the SAP.

ANALYSIS

As a part of the SAP, SAC will share student level data pertaining to students who originated in SAUSD. This data will be used to create a shared partnership database that will be accessible to research and evaluation personnel at each partner institution through secure access. UCI and SAUSD have established a “data hub” partnership in which UCI may share relevant SAUSD data with SAC, as a member of the SAP. SAC will be able to access the students’ data for planning and recruitment purposes. This MOU will help to fulfill the goals of the Award for Innovation in Higher Education with respect to data sharing and data confidentiality.

RECOMMENDATION

It is recommended the Board of Trustees approve the Memorandum of Understanding between Rancho Santiago Community College District and The Regents of the University of California on behalf of the University of California, Irvine, as presented.

Fiscal Impact: None	Board Date: August 9, 2021
Prepared by: Vaniethia Hubbard, Ed.D., Vice President, Student Services Alicia Kruizenga, Dean, Student Affairs	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

MEMORANDUM OF UNDERSTANDING
Between
Rancho Santiago Community College District
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
on behalf of
UNIVERSITY OF CALIFORNIA, IRVINE

The Memorandum of Understanding that follows is a formal agreement and contract to work together to provide accountability for programming within the Santa Ana Partnership (SAP). The Santa Ana Partnership has been in existence for over 30 years and includes Santa Ana Unified School District (SAUSD), Rancho Community College District-Santa Ana College (SAC), California State University, Fullerton (CSUF), and University of California, Irvine (UCI). The goal of these programs is to provide the highest quality education to students within the Santa Ana Unified School District and Rancho Santiago Community College District in order to increase the number of educationally disadvantaged students prepared for higher education and the workplace, and for admission to the California State University and the University of California. This agreement will help to fulfill the goals of the Award for Innovation in Higher Education with respect to data sharing and data confidentiality.

The University of California, Irvine (UCI) is committed to providing its partner schools with effective programs that meet or exceed stated educational goals. Conducting ongoing, data-driven program evaluation is essential for fulfilling UCI's commitment. Evaluation will help assess program effects as well as serve as a guide for improving program models. Successful program evaluation requires that student level data be collected for both students and teachers program participants.

A data sharing MOU is in place between University of California, Irvine (UCI) and SAUSD, which establishes UCI as the "data hub" of partnership data. Outlined in the signed MOU is that UCI may share relevant SAUSD data with SAC, as a member of the Santa Ana Partnership, will require access to the student level data provided from SAUSD. **This MOU will allow UCI to share SAUSD data with SAC.**

As a part of the SAP, **SAC will share student level data pertaining to students who originated in Santa Ana Unified School District.** This data will be used to create a shared partnership database that will be accessible to research and evaluation personnel at each partner institution through secure access.

DATA SHARING

To accomplish the purposes stated above Rancho Santiago Community College District and The Regents of the University of California, on behalf of the Center for Educational Partnerships (CFEP) at the University of California, Irvine ("University"), will share student level data for purposes of program evaluation and enhancement. The Center for Educational Partnerships will inventory Santa Ana Unified School District's student databases each academic year. At that time, the Santa Ana Unified School District and the Center for Educational Partnerships will work jointly to determine the provisions of the student database requirements for delivery to the Center for Educational Partnerships. The school sites to be involved include all elementary, middle, and high schools in Santa Ana Unified School District. UCI will act as the data "hub" for the Santa Ana Partnership by providing SAUSD data to partner schools as requested. SAC may request this data directly from the Director of Research & Evaluation at CFEP. Additionally, SAC's data pertaining to students who originated at SAUSD will be provided to CFEP for inclusion in the partnership database to allow for tracking of post-secondary success and outcomes including admission, retention, graduation, and academic performance.

A Tableau Dashboard will be created and shared with partner institutions, and the public, including admission, retention, graduation, and academic performance. All identifying information will be removed and data cells with fewer than 10 people will be suppressed to ensure complete anonymity.

Data Requirements and Delivery for each Academic Year

Santa Ana Unified School District has agreed to provide the Center for Educational Partnerships with the following student level data elements (“Shared Data”) for all students attending **Santa Ana Unified School District including but not limited to:**

Student name, student State or District ID number, gender, ethnicity, English language fluency (including redesignation dates), free and reduced lunch, parent education level, grade level, school code, attendance, enrollment status, academic records, cumulative GPA, special education status, standardized test scores, local/interim assessments, graduation status, graduation date, language spoken at home.

Additional data elements not described herein will be reviewed on a case-by-case basis and provided through mutual agreement.

Requests for this data will be made directly to the Director of Research and Evaluation at the Center for Educational Partnerships.

SAC agrees to share with Santa Ana Unified School District, California State University, Fullerton, and UCI, statistical and/or research findings generated by SAC from the Shared Data.

SAC has agreed to provide the Center for Educational Partnerships with the following student level data elements (“Shared Data”) for all students attending **SAC, who originated at SAUSD including but not limited to:**

Student name, student ID number, gender, ethnicity, enrollment status, academic records, cumulative GPA, graduation status, graduation date, major and degree type.

Additional data elements not described herein will be reviewed on a case-by-case basis and provided through mutual agreement.

Student data will be delivered using a secure server FTP directly from SAC to the Center for Educational Partnerships. Raw data with identifying information will only be accessible to key Research & Evaluation staff at Santa Ana Unified, CSUF and UC Irvine. Each of these staff will sign a data security and confidentiality agreement. Access will be reviewed at each bi-weekly meeting as a measure of additional security.

CONFIDENTIALITY

Student records contain sensitive information, the disclosure of which is governed by California Education Code section 49060 et seq. and implementing regulations contained in title 5 of the California Code of Regulations, “Directory information,” as defined in Education Code section 49061, subdivision (c) may be released pursuant to Governing Board policy.

Pupil record information, as defined in Education Code section 49061, subdivision (b), may be released by the College on a limited basis. The parties agree and acknowledge that SAC, is an “*organization conducting studies for, or on behalf of, educational agencies or institutions for the purpose of...improving instruction,*” and on that basis the Center for Educational Partnerships shall provide the pupil record information to SAC. The sole use of the student data will be for research and educational program evaluation for programs directly related to the improvement of instruction in the District.

In accordance with the Education Code section 49076, subdivision (b)(5), SAC shall not use pupil record information in any manner that will permit the personal identification of students by persons other than representatives of SAC. The data will be stored in a secure area in a locked office at SAC. All data collected will remain confidential, and any reports generated from the data will be made in aggregate form to ensure that student identifiers, such as student name and student identification number are not disclosed to others besides representatives of SAC. Student identifiers will be used purely for longitudinal data tracking only.

SAC shall not release or disclose any student information to any outside research department, institution, school or individual under any circumstances, without express written approval of the District. SAC shall destroy all student data when no longer needed for program evaluation purposes.

Notwithstanding, the District grants to SAC the right to use the Shared Data for their lawful education and research purposes. This grant shall include, but not limited to, the use of de-identified Shared Data as part of SAC's published works in accordance with and compliant with the terms in this section. The de-identification of the Shared Data shall include the removal of the school district and student identification information.

SAC and UC Irvine are considered a FERPA-permitted entity, as a Local Education Authorities, and therefore do not require individual consent to obtain student records when a written agreement is in place with the institutions.

TERMS

This Memorandum of Understanding and Contract shall become effective immediately when signed and remain in effect **until December 2025**, with the possibility of renewal.

TERMINATION

This MOU Contract may be terminated prior to the end of the term at the request of any party. The party initiating the termination shall provide written notice of its intent to terminate at least sixty (60) days prior to its intention to terminate. If the cause for termination is noncompliance, the party in default shall be given sixty (60) days to cure the default. Each party reserves the right, however, to determine if an effective cure can be implemented, and to terminate if and when it has an institutional need to do so.

INDEMNIFICATION

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, shall defend, indemnify and hold harmless District, its officers, employees, and agents 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 REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees, or agents.

District, shall defend, indemnify and hold harmless THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees, and agents 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 SAC, its officers, employees, or agents.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

SUBCONTRACT AND ASSIGNMENT

Neither party shall assign its rights, duties or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS

This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW

This MOU shall be governed by and the rights, duties and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this MOU shall be maintained by Orange County, California.

ATTORNEY'S FEES

If either party files any action or brings any proceedings against the other arising out of this MOU, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgement. No sum for attorney's fees shall be counted in calculating the amount of a judgement for purposes of determining whether a party is entitled to its costs or attorney's fees.

AMENDMENT

This Memorandum of Understanding and Contract may be amended only by written instrument signed by duly authorized representatives of SAC and The Regents of the University of California, on behalf of the University of California, Irvine.

NOTICES

Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: Center for Educational Partnerships
University of California, Irvine
c/o Amanda Valbuena
120 Theory, Suite 150
Irvine, CA 92697-2505

To: Rancho Santiago Community College District
Alicia Krueger, Dean of Student Affairs
Santa Ana College S-214
1520 W 17th St
Santa Ana, CA 92706

ADMINISTRATION OF AGREEMENT

The Santa Ana Unified School District designates Tran Keys, his/her designee to represent the District in all matters pertaining to this Memorandum of Understanding. The Regents of the University of California designates the undersigned or his/her/their designee to represent the University in all matters pertaining to this Memorandum of Understanding.

SEVERABILITY

The invalidity in whole or in part of any provision of this Memorandum of Understanding and Contract shall not void or affect the validity of any other provision of this agreement.

IN WITNESS THEREOF, The Regents of the University of California, Irvine, and Rancho Santiago Community College District have executed this Memorandum of Understanding and Contract as of the date first written above.

Iris I. Ingram
Vice Chancellor of Business Services
Rancho Santiago Community College District

Grace J. Park
Subcontract Manager
University of California, Irvine

Date

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Division of Kinesiology & Athletics

To: Board of Trustees	Date: August 9, 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 COVID-19 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 this new Agreement for COVID-19 Testing Services with Medica Testing Group, Inc. in association with Eastside Family Medical Associates, Inc. (“Third Agreement”), which was signed by Chancellor Martinez July 29, 2021. The Third 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 Third Agreement shall be effective retroactively to July 19, 2021 and continue through December 31, 2021, unless terminated earlier pursuant to the terms and conditions. It carries a cost not to exceed Three Hundred Sixty-Five Thousand (\$365,000). 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 Third Agreement, which is presented to the Board for ratification.

RECOMMENDATION

It is recommended that 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:	\$365,000 (Not to exceed)	Board Date: August 9, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs R. Douglas Manning, Ph.D., Dean, Kinesiology & Athletics	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

AGREEMENT FOR COVID-19 TESTING SERVICES

This **AGREEMENT FOR COVID-19 TESTING SERVICES** (“Agreement”), dated as of July 19, 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 December 31, 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: Iris I. Ingram
Vice Chancellor of Business Services
1530 W. 17th Street
Santa Ana, California 92706
Email: ingram_iris@rsccd.edu
Tel.: (714) 480-7340

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)¹ ____ (Check as applicable)

DAY 2:

Tuesday 10:00 am – 3:00 pm (Athletes and Athletic Staff)² ____ (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:

¹ 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.

² 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 – Science, Math and Health Sciences Division**

To:	Board of Trustees	Date:	August 9, 2021
Re:	Approval of Health Sciences Program Agreement between The Regents of the University of California and Rancho Santiago Community College District		
Action:	Request for Approval		

BACKGROUND

Students in the Health Sciences Program are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed Health Sciences Program Agreement with The Regents of the University of California and Rancho Santiago Community College District (“Agreement”) will yield appropriate clinical activities for the program.

ANALYSIS

The Agreement covers the scope of the program’s operations of the facility, as well as other issues relating to the responsibilities for both parties. The Agreement shall remain in effect for three (3) years and carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended the Board of Trustees approve the Health Sciences Program Agreement between The Regents of the University of California and Rancho Santiago Community College District, as presented.

Fiscal Impact:	None	Board Date:	August 9, 2021
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Mary Steckler, MSN, RN, Associate Dean of Health Sciences		
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College		
Recommended by:	Marvin Martinez, Chancellor, RSCCD		

HEALTH SCIENCES PROGRAM AGREEMENT
BETWEEN
THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

This Agreement is made and entered into this 21st day of July, 2021, in the State of California by and between Rancho Santiago Community College District, on behalf of Santa Ana College, located at 1530 West 17th Street, Santa Ana, hereinafter called "AFFILIATE", and The Regents of the University of California, a Constitutional Corporation, on behalf of the University of California, Irvine (hereafter referred to as "UNIVERSITY"), located at 101 The City Drive, Orange, CA.

WITNESSETH:

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine, Susan & Henry Samueli College of Health Sciences, hereinafter referred to as "COLLEGE"; and

WHEREAS, UNIVERSITY owns and operates the University of California, Irvine Medical Center, a fully accredited and duly licensed acute care hospital facility and clinics, hereinafter referred to as "MEDICAL CENTER"; and

WHEREAS, the AFFILIATE conducts approved programs in health sciences education which require clinical experiences for students enrolled in said programs; and

WHEREAS, it is to the benefit of both AFFILIATE and UNIVERSITY that students

enrolled in AFFILIATE's health sciences programs have opportunities for clinical experience to enhance their capabilities;

NOW, THEREFORE, the AFFILIATE and UNIVERSITY do covenant and agree as follows:

I. STATUS OF HEALTH SCIENCES STUDENTS

- A. AFFILIATE's health sciences students shall have the status of learners and shall not be considered to be UNIVERSITY employees, nor shall they be intended to replace MEDICAL CENTER staff. Clinical experience will be conducted as a laboratory learning experience.
- B. Health sciences students are subject, during their clinical experience assignment, to applicable UNIVERSITY regulations and must conform to the same standards as are set for UNIVERSITY employees in matters relating to the welfare of patients and general MEDICAL CENTER operation.

II. COMPENSATION

Neither party to this Agreement shall be obligated to pay any monetary compensation to the other, nor shall either party have obligation to pay monetary compensation or benefits to students.

III. NON-DISCRIMINATION

Neither party to this Agreement shall employ discriminatory practices in its

performance hereunder on the basis of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, citizenship, or service in the uniformed services.

IV. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE MEDICAL CENTER AND SCHOOL

- A. The Associate Vice Chancellor for Education for the COLLEGE is authorized to approve Health Sciences Programs to be conducted at the MEDICAL CENTER, except in areas of authority delegated to the Academic Senate by the Standing Orders of the Regents.
- B. Each program will have a UNIVERSITY staff member, approved by his/her supervisor, who will function as Education Coordinator for use of MEDICAL CENTER facilities for clinical experience of AFFILIATE's health sciences students, including joint planning with representatives of all involved services. Responsibilities of coordinator will also include scheduling of student rotations, and in cases where not provided by AFFILIATE, supervision and instruction while at the MEDICAL CENTER.
- C. The UNIVERSITY faculty and staff may participate in the educational program, (i.e., clinical instruction) on request of the AFFILIATE's instructor and approval of appropriate UNIVERSITY supervisor.
- D. Students enrolled in AFFILIATE's health sciences educational programs

conducted at the MEDICAL CENTER will be permitted to use such MEDICAL CENTER supplies and equipment as are determined by MEDICAL CENTER to be made available to perform the patient care services which are necessary to meet the clinical experience requirements of the student's educational program.

- E. Service facilities (i.e., conference rooms, parking and cafeteria) at the MEDICAL CENTER will be made available to AFFILIATE's health sciences students and faculty at such times and to the extent approved by the MEDICAL CENTER's authorized officer.
- F. Educational facilities of the UNIVERSITY will be made available to AFFILIATE's health sciences students and faculty at such times and to the degrees approved by the Associate Vice Chancellor for Education of the COLLEGE, and in accord with established policy of the MEDICAL CENTER.
- G. In his/her sole discretion, the Associate Vice Chancellor for Education of the COLLEGE or Chief Operating Officer of the MEDICAL CENTER may refuse access to clinical areas in the MEDICAL CENTER to AFFILIATE's health sciences student(s) or faculty for any reason, including in the event of an emergency or that AFFILIATE's health science student(s) or faculty member(s) violate UNIVERSITY or MEDICAL CENTER rules and regulations.
- H. UNIVERSITY has the right to require that the AFFILIATE withdraw from the MEDICAL CENTER any student who the UNIVERSITY or

AFFILIATE determine is not performing satisfactorily or is not complying with the UNIVERSITY's policies, procedures, or regulations. Such notification will be in writing, and include a statement of the reasons why the UNIVERSITY requires that the student be withdrawn.

V. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AFFILIATE

- A. The AFFILIATE will assume full responsibility for offering health science education programs accredited by the appropriate accrediting body.
- B. The AFFILIATE will initiate the development of an instructional program acceptable to both the AFFILIATE and UNIVERSITY for use of the MEDICAL CENTER and/or UNIVERSITY faculty, staff, resources, and facilities to meet the educational goals of the prescribed curriculum. The AFFILIATE program information will be made available to the UNIVERSITY Education Coordinator at a time agreed upon by said coordinator and the designated representative of the AFFILIATE not less than ninety (90) days prior to the beginning of the proposed program. The proposed program will be revised at the request of the UNIVERSITY in instances of conflict with MEDICAL CENTER's patient care responsibilities and/or UNIVERSITY's education, research and training programs.
- C. Prior to the beginning of each training period, the AFFILIATE or a designated representative shall provide the UNIVERSITY Education Coordinator with a list of the student's names and addresses for that

training period.

- D. The AFFILIATE will provide the UNIVERSITY Education Coordinator with a copy of the approved curriculum for each course of study covered by this Agreement prior to the start of the clinical experience.
- E. The AFFILIATE will provide a member of the AFFILIATE faculty who is both a qualified teacher and a competent, licensed (where applicable) practitioner in the applicable health sciences field to coordinate the clinical education program with UNIVERSITY faculty and staff.
- F. Both parties will cooperate in providing orientation for AFFILIATE's faculty members to familiarize them with MEDICAL CENTER policies, practices, and facilities before assigning AFFILIATE's to institutional duties at the MEDICAL CENTER.
- G. The AFFILIATE's faculty will be responsible for learning and observing the regulations of both AFFILIATE and MEDICAL CENTER as they apply to the circumstances of clinical teaching.
- H. The AFFILIATE will provide name badges designating student status and assure that patients are made fully aware of the student status.
- I. The AFFILIATE shall have the privilege of regularly scheduled meetings with appropriate MEDICAL CENTER and/or UNIVERSITY staff, including both selected floor personnel and administrative representatives for the purpose of interpreting, discussing, and evaluating the educational program in the applicable clinical experience.
- J. AFFILIATE shall certify to UNIVERSITY at the time each student first

reports to the MEDICAL CENTER that the student complies with the AFFILIATE's and MEDICAL CENTER's requirements for immunizations and tests, including, but not limited to, full COVID vaccination, immunization titers, tuberculin skin test, and chest x-ray as needed.

- K. AFFILIATE shall certify to UNIVERSITY that each student has completed JCAHO and HIPAA training requirements.

VI. INDEMNIFICATION

- A. AFFILIATE shall defend, indemnify and hold UNIVERSITY, 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 from 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 AFFILIATE, its officers, agents, or employees.
- B. UNIVERSITY shall defend, indemnify and hold AFFILIATE, its officers, employees, students, 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 UNIVERSITY, its officers, agents, or employees.

- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

VII. INSURANCE

- A. AFFILIATE at its sole cost and expense, shall cover its activities and maintain insurance and/or program of self-insurance in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 - (a) Each Occurrence: \$2,000,000
 - (b) General Aggregate (not applicable to the Comprehensive form):
\$5,000,000
2. Professional Medical and Hospital Liability Insurance with limits as follows:
 - (a) Each Occurrence: \$2,000,000
 - (b) General Aggregate: \$5,000,000

If such insurance is written on a claims made form, following

termination of the agreement, coverage shall survive for the maximum reporting period available from insurance sources.

Coverage shall also provide for a retroactive date of placement prior to or coinciding with the effective date of the agreement.

3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UNIVERSITY and AFFILIATE against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section A. (1), (2) shall not in any way limit the liability of AFFILIATE. The coverages referred to under (1), of this Section A. shall be endorsed to include UNIVERSITY as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of AFFILIATE, its officers, agents, employees. AFFILIATE upon the execution of this Agreement shall furnish UNIVERSITY with Certificates of Insurance evidencing compliance with all requirements. AFFILIATE shall provide advance written notice to UNIVERSITY of any modification, change or cancellation of any of the above insurance coverages.

- B. Students of the AFFILIATE will be covered by professional liability/malpractice insurance which each student must maintain as a prerequisite for participating in the clinical training program at the Medical Center. This insurance shall be considered primary. Students

must provide certificates of insurance verifying coverage and limits before participating in the program.

C. UNIVERSITY at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. General Liability Insurance Program with limits as follows:

(a) Each Occurrence: \$2,000,000

(b) General Aggregate: \$5,000,000

2. Professional Medical and Hospital Liability Insurance with limits as follows:

(a) Each Occurrence: \$2,000,000

(b) General Aggregate: \$5,000,000

3. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of AFFILIATE and UNIVERSITY against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section B. (1), (2) and (3) shall not in any way limit the liability of UNIVERSITY. The coverages referred to under (1), of this Section B. shall be endorsed to include AFFILIATE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of UNIVERSITY, its officers, agents,

employees. UNIVERSITY upon the execution of this Agreement shall furnish AFFILIATE with Certificates of Self-insurance evidencing compliance with all requirements. UNIVERSITY shall provide advance written notice to AFFILIATE of any modification, change or cancellation of any of the above insurance coverages.

VIII. REQUIRED NOTICES

Any notice required to be given pursuant to this Agreement shall be in writing and shall be served by personal service, electronically, or first-class mail. When served by first class mail, service shall be conclusively deemed effective three (3) days after deposit thereof in the United States mail, postage prepaid, addressed to the party to whom such notice is to be given as herein provided:

- A. Notice to the AFFILIATE shall be addressed and mailed as follows:

Iris I. Ingram
Vice Chancellor, Business Services
Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706

With a copy to the following:

Mary Steckler, RN, MSN, CNE
Associate Dean, Health Sciences/ Director, Nursing
Rancho Santiago Community College District
1530 W. 17th Street

Santa Ana, CA 92706

B. Notice to UNIVERSITY shall be addressed and mailed as follows:

Director

Risk Management

UCI Medical Center

101 The City Dr., Rte 153

Orange, CA 92868

With a copy to the following:

Susan Greco

Clinical Placement Coordinator, NQRE

UCI Health

101 The City Dr. S

Orange CA 92868

IX. ENTIRE AGREEMENT

This Agreement states the entire contract between the parties in respect to subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations, or other Agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement. This Agreement may be modified, or any provisions waived, only by a writing signed by the parties.

X. AMENDMENTS

Any amendments to this Agreement must be made, in writing, and approved by the authorized representatives of the AFFILIATE and the UNIVERSITY.

XI. USE OF PARTIES' NAME

During the term of this Agreement, each party may use the other party's name to reference the business relationship created by this Agreement and to perform this Agreement, however, each party agrees that it will not use the other party's name in advertising, publicity or other promotional activity without the prior written approval of the other party. Each party agrees that it will not use the other party's word marks, seals, logos, or other trademarks without the prior written approval of the other party.

XII. INDEPENDENT CONTRACTOR STATUS

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between AFFILIATE and UNIVERSITY other than that of independent entities contracting with each hereunder, solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto nor any of their respective officers, directors or employees shall be construed to be the agent, employer or representative of the other except as provided herein. Neither party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the

other.

XIII. RESPONSIBILITY FOR OWN ACTS

Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits and demands and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have caused by such party, its employees or representatives, in the performance or omission of any act or responsibility of such party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest.

XIV. AUTHORIZATION WARRANTY

- A. UNIVERSITY hereby represents and warrants that the person executing this Agreement for UNIVERSITY is an authorized agent who has actual authority to bind UNIVERSITY to each and every term, condition and obligation set forth in this Agreement and that all requirements of UNIVERSITY have been fulfilled to provide such actual authority.
- B. AFFILIATE hereby represents and warrants that the person executing this Agreement for AFFILIATE is an authorized agent who has actual authority to bind AFFILIATE to each and every term, condition and obligation set forth in this Agreement and that all requirements of AFFILIATE have been fulfilled to provide such actual authority.

XV. COOPERATION IN DISPOSITION OF CLAIMS

- A. AFFILIATE and UNIVERSITY agree to cooperate with each other in the investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, joint investigation, defense, disposition of claims for third parties arising from services performed under this Agreement, and making witnesses available.
- B. To the extent allowed by law, AFFILIATE and UNIVERSITY shall have reasonable access to the medical records and charts of the other relating to any claim or investigation related to services provided pursuant to this Agreement; provided however, that nothing shall require either AFFILIATE or UNIVERSITY to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under Attorney Work-Product Privilege.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of that date first appearing herein and above, and this Agreement shall become effective as of that commencement date specified in Paragraph 1.

THE REGENTS OF THE UNIVERSITY
CALIFORNIA

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Khanh-Van Le-Bucklin, MD, MEd
Associate Vice Chancellor, Education
University of California, Irvine

Iris I. Ingram
Vice Chancellor, Business Services
Rancho Santiago Community College District
TAX ID # 952696799

Date

Date

EXHIBIT #2009

FOR THE PERIOD OF July 1, 2021 through July 1, 2024

to the HEALTH SCIENCES PROGRAM AGREEMENT

between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA and

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

TERM AND PROGRAM DETAILS

- A. This Agreement shall become effective as of the commencement date specified above, for the period specified above, except that this Agreement may be terminated earlier upon written mutual consent by the AFFILIATE and the UNIVERSITY.
- B. The agreement covers only the program which has been approved by the UC Irvine Allied Health Committee, named Associate Degree of Nursing (ADN) #2009.
- C. The program purpose approved by the UC Irvine Allied Health Committee is to provide patient care experience.
- D. The maximum number of student participants in the program at any given time shall be 48 per year.
- E. The physical facilities to be used and costs thereof, as stated in the original application approved by the UC Irvine Allied Health

Committee, shall be UCI Medical Center 101 The City Dr. S. Orange,
CA 92868.

- F. For purposes of scheduling the training experience, the number of program students and time of facility availability shall be based on program needs and MEDICAL CENTER training capacity.

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

To: Board of Trustees	Date: August 9, 2021
Re: Approval of Rancho Santiago Community College District Professional Services Agreement with Main Graphics	
Action: Request for Approval	

BACKGROUND

This is a Rancho Santiago Community College District Professional Services Agreement with Main Graphics (“Agreement”). This Agreement will allow Main Graphics to develop and print the Santa Ana College (“SAC”) postcards for a local mailer promoting the College’s upcoming terms.

ANALYSIS

The postcards will be sent to forty thousand (40,000) local surrounding homes throughout the City of Santa Ana. Each mailing will include a post card with information about SAC Days, a post card on the new Johnson Student Center and services and a letter with additional information on how to enroll at SAC. This Agreement also includes the stuffing of each mailer, a 6x9 printed SAC envelope and the postage for mailing. This mailer is part of the ongoing efforts by SAC to increase enrollment and apportionment while serving the community and their educational goals and interests.

This Agreement shall be effective as of the date signed by both parties until August 31, 2021 or until termination by written notice of either party. This Agreement includes a cost of Sixteen Thousand Five Hundred Sixty-One Dollars and Ten Cents (\$16,561.10).

RECOMMENDATION

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Main Graphics, located in Irvine, California, as presented.

Fiscal Impact: \$16,561.10	Board Date: August 9, 2021
Prepared by: Teresa Mercado-Cota, Assistant Dean, Public Affairs	
Submitted by: Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santa Ana College and Main Graphics, having its principal business address located at 15321 Barranca Parkway, Irvine, CA 92618 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on July 13, 2021, whichever is later, and shall continue in full force and effect thereafter until and including 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 bankruptcyTermination.
 - E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
 - F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
 - G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor’s noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor’s performance of the Work under this Agreement, a total amount not to exceed Sixteen Thousand Five Hundred Sixty-One Dollars and Ten Cents (\$16,561.10) (“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;

- d. Errors and Omissions/Professional Liability: (If applicable) For financial loss or harm caused to the district that arise out of vendor's professional services \$5,000,000 per occurrence / \$5,000,000 annual aggregate.
- e. Cyber Liability: (If applicable) For financial loss or harm caused to the district that arises out of loss or theft of data, breach of data, disruption of networks, intrusion of virus, malware, disclosure of private information, notification, credit monitoring, breach response costs, regulatory fines and penalties, and infringement of intellectual property \$2,000,000 per occurrence / \$2,000,000 annual aggregate.

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
Vice Chancellor of Business Services
2323 N. Broadway
Santa Ana, CA 92706

With a copy to: (District Department Responsible for Contract)

Santa Ana College
Teresa Mercado-Cota
Public Affairs
1530 West 17th Street
Santa Ana, CA, 92706

Contractor: MainGraphics
15321 Barranca Parkway
Irvine, CA, 92618

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor’s present responsibility

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

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Iris I. Ingram

Print Title: Vice Chancellor of Business Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __George Haggarty

Print Title: __Executive

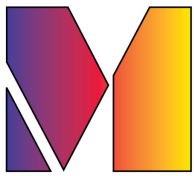
Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Scope: Main Graphics will develop and implement Santa Ana College postcards promoting the colleges upcoming Fall semester. The postcards will be sent to 40,000 local surrounding homes throughout the city of Santa Ana. Each mailing will include, a post card with information on our SAC Days, a post card on the new Johnson Student Center opening and a letter with additional information on how to enroll at Santa Ana college. This service also include the stuffing of each mailer, 6x9 Santa Ana College envelopes and the mailing postage.



MAIN GRAPHICS

Tel 949-788-6100

Fax 949-788-6111

15321 Barranca Parkway · Irvine, CA 92618



Tel 949-387-0787

Proposal 88633

Date: 07/13/21

Michelle Ramos
Santa Ana College
1530 W. 17th Street
Bldg,S201
Santa Ana CA 92706-3398

SHIP TO:

Santa Ana College
1530 W. 17th Street
Bldg,S201
Santa Ana CA 92706-3398

TBD 7/15/2021

Acct.No	Ordered By	Phone	Fax	P.O. No	Prepared By	Sales Rep
15137	Michelle Ramos				George Haggart	G. Haggarty
Quantity	Description					Price
40,000	<p><i>Thank you for the opportunity to bid on this project. The bid's price is good for 30 days. All items are FOB Main Graphics unless otherwise indicated. All items ship +/- 10% unless specifically stated at time of order.</i></p> <p>40M Mailing (letter, 2 postcards, 6x9 envelopes, insert, mailing services)</p>					15,369.93
Received by _____ Date _____						
Terms	Subtotal	Shipping	Postage	Tax	Total	
C.O.D.	15,369.93	0.00	0.00	1,191.17	16,561.10	

3.15 (12)

Fax 949-788-6111

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

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Amendment No. 2 to Agreement No. C-7-1833 between Orange County Transportation Authority and Santa Ana College for College Pass Pilot Program	
Action:	Request for Approval	

BACKGROUND

On August 28, 2017, Santa Ana College entered into a College Pass Pilot Program (“Program”) with the Orange County Transportation Authority (“OCTA”) that provided unlimited fixed route bus rides for full and part-time Santa Ana College (“SAC”) Students. During the three (3) year pilot program, nine thousand two hundred (9,200) SAC students used the College Pass and 1.8 million trips were made on the Orange County Bus. The COVID-19 Pandemic caused OCTA to implement operational restrictions, so new ridership data is limited. The current Amendment expires on August 31, 2021. In order to maintain uninterrupted services for SAC Students, this Amendment No. 2 to Agreement No. C-7-1833 between Orange County Transportation Authority and Santa Ana College for College Pass Pilot Program (“Amendment 2”) is proposed by OCTA to extend the Program for one (1) year.

ANALYSIS

This Amendment 2 extends the term of the original agreement by one academic year to end August 31, 2022. This Amendment 2 will allow SAC to continue the Program with no fee increase to students.

RECOMMENDATION

It is recommended the Board of Trustees approve the Amendment No. 2 to Agreement No. C-7-1833 between Orange County Transportation Authority and Santa Ana College for College Pass Pilot Program, as presented.

Fiscal Impact:	Student Fees : \$5.75 for part time students and \$6.75 for full time students paid each spring and/or fall term.	Board Date: August 9, 2021
Prepared by:	Vaniethia Hubbard, Ed.D., Vice President, Student Services Jennie Adams, Director, Auxiliary Services	
Submitted by:	Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

AMENDMENT NO. 2 TO

AGREEMENT NO. C-7-1833

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

SANTA ANA COLLEGE

FOR

COLLEGE PASS PILOT PROGRAM

THIS AMENDMENT NO. 2 is made and entered into this _____ day of _____ 2021 ("Effective Date"), by and between the Orange County Transportation Authority ("AUTHORITY") and Rancho Santiago Community College District, on behalf of Santa Ana College, (hereinafter referred to as "COLLEGE").

WITNESSETH:

WHEREAS, by Agreement No. C-7-1833 dated August 28, 2017, as changed by Amendment No. 1 dated August 23, 2020 AUTHORITY and COLLEGE entered into a contract for AUTHORITY to host a college pass pilot program (Program) which provides unlimited fixed-route bus rides for full-time and part-time COLLEGE students (hereinafter referred to as "Student" or "Students"); and

WHEREAS, Pursuant to AUTHORITY's letter dated August 11, 2020 the Parties agreed to extend the Agreement for eighteen (18) days through September 14, 2020 to allow COLLEGE the time needed to obtain approval from its Board to continue the Agreement; and

WHEREAS, AUTHORITY and COLLEGE agree to extend the term an additional twelve (12) months;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and COLLEGE that Agreement No. C-7-1833 is hereby amended in the following particulars only:

**AMENDMENT NO. 2 TO
AGREEMENT NO. C-7-1833**

1 1. Amend **ARTICLE 4. TERM OF AGREEMENT**, Page 4 of 12, lines 19 through 24, as
2 changed by Amendment No.1 and subsequent letter dated August 11, 2020, to delete Paragraphs A and
3 B and replace with the following:

4 "A. The term of this Agreement shall commence on the date of execution, and remain in effect
5 starting September 1, 2021 through August 31, 2022, unless earlier terminated or extended as provided
6 in this Agreement."

7 2. Amend **ARTICLE 5. TERMS OF PAYMENT**, Page 5 of 12, lines 5 through 14, as
8 changed by Amendment No. 1, to delete Paragraphs B and C and replace with the following:

9 "B. During the Second Academic Year, 2018-2019, Third Academic Year, 2019-2020, Fourth
10 Academic Year, 2020-2021 and Fifth Academic Year, 2021-2022, COLLEGE shall collect a transportation
11 fee from all Students during the registration period for each fall and spring semester, for both full-time and
12 part-time Students. The per Student transportation fees to be paid to AUTHORITY will be:

13 a. Full-time Students shall pay Six Dollars and Seventy-Five Cents (\$6.75).

14 b. Part-time Students shall pay Five Dollars and Seventy-Five Cents (\$5.75).

15 C. College shall pay AUTHORITY aforementioned transportation fees collected from Students
16 during the registration periods for the Fall and Spring terms of academic years 2018-2019,
17 2019-2020, 2020-2021 and 2021-2022. These fees shall be payable to AUTHORITY, unless the Student
18 withdraws or is no longer eligible for the program prior to COLLEGE census date."

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AMENDMENT NO. 2 TO
AGREEMENT NO. C-7-1833

1 The balance of Agreement C-7-1833 remains unchanged.

2 IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to
3 Agreement No. C-7-1833 to be executed as of the date of the last signature below.

4 SANTA ANA COLLEGE

ORANGE COUNTY TRANSPORTATION AUTHORITY

5
6 By _____
7 Iris I. Ingram
8 Vice Chancellor, Business Services

By _____
9 Georgia Martinez
10 Department Manager
11 Contracts and Procurement

12 APPROVED AS TO FORM:

13 By _____
14 James M. Donich
15 General Counsel

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SANTIAGO CANYON COLLEGE

To:	Board of Trustees	Date: August 9, 2022
Re:	Approval of Amendment No. 1 to Agreement No. C-8-1790 between Orange County Transportation Authority (OCTA) and Santiago Canyon College (SCC) for College Pass Pilot Program	
Action:	Request for Approval	

BACKGROUND

On July 16, 2018, the Board approved a three-year agreement between the Rancho Santiago Community College District on behalf of Santiago Canyon College (SCC) and the Orange County Transportation Authority (OCTA) to provide subsidized public transportation to SCC Canyon College (SCC) credit students to assist with student transportation needs, reduce parking congestion on campus, and reduce carbon emissions. The original agreement ends August 31, 2021 and includes an option to extend the agreement for 2 additional one-year terms ([click here to see original agreement](#)). The attached Amendment #1 is to exercise the first of the one-year options to extend the agreement through August 31, 2022. Under the agreement, OCTA will continue to receive a transportation fee from SCC in the amount of \$5.00 per each full-time student (enrolled in 12 units or more) for every 6 months enrolled; and an amount of \$4.30 per each part-time student (enrolled in less than 12 units) for every six months enrolled. During the spring 2018 semester, the SCC Associated Student Government voted and approved the assessment of the above fees to each SCC credit student for the OCTA Bus Pass Program. Of 690 students who voted, 576 (83.48%) voted in favor of the program while 114 (16.53%) voted against it.

ANALYSIS

This Amendment #1 will extend the existing SCC bus pass program with OCTA through August 31, 2022. Students enrolled in college credit coursework will continue to be eligible to ride on any OCTA fixed-route bus service, at no cost, to school, work, or any other destination using their SCC photo identification card or smart-phone. All other terms and conditions remain unchanged

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment #1 to the agreement between OCTA and SCC for the college pass pilot program, as presented.

Fiscal Impact: Supported Through Student Fees	Board Date: August 9, 2021
Prepared by:	Arleen Satele, Ed.D., Vice President, Administrative Services
Submitted by:	Pamela Ralston, Ph.D., President
Recommended by:	Marvin Martinez., Chancellor

1 **AMENDMENT NO. 1 TO**
2 **AGREEMENT NO. C-8-1790**

3 **BETWEEN**

4 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

5 **AND**

6 **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

7 **FOR**

8 **COLLEGE PASS PILOT PROGRAM**

9 **THIS AMENDMENT NO. 1** is made and entered into this _____ day of _____ 2021
10 (“Effective Date”), by and between the Orange County Transportation Authority (“AUTHORITY”) and
11 Rancho Santiago Community College District, on behalf of Santiago Canyon College, (hereinafter
12 referred to as "COLLEGE").

13 **WITNESSETH:**

14 **WHEREAS**, by Agreement No. C-8-1790 dated July 23, 2018, AUTHORITY and COLLEGE
15 entered into a contract for AUTHORITY to host a college pass pilot program (Program) which provides
16 unlimited fixed-route bus rides for full-time and part-time COLLEGE students (hereinafter referred to as
17 “Student” or “Students”); and

18 **WHEREAS**, AUTHORITY and COLLEGE agree to extend the term an additional twelve (12)
19 months for Academic Year 2021-2022;

20 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and COLLEGE that
21 Agreement No. C-8-1790 is hereby amended in the following particulars only:

22 1. Amend **ARTICLE 4. TERM OF AGREEMENT**, Page 4 of 13, lines 19 through 24, to
23 delete Paragraphs A and B and replace with the following:

24 “A. The term of this Agreement shall commence on the date of execution, and remain in effect
25 starting September 1, 2021 through August 31, 2022, unless earlier terminated or extended as provided
26 in this Agreement.”

**AMENDMENT NO. 1 TO
AGREEMENT NO. C-8-1790**

1 2. Amend **ARTICLE 5. TERMS OF PAYMENT**, Page 5 of 13, lines 2 through 12, to delete
2 Paragraphs A and B and replace with the following:

3 “A. During the First Academic Year, 2018-2019, Second Academic Year, 2019-2020, Third
4 Academic Year, 2020-2021 and Fourth Academic Year, 2021-2022, COLLEGE shall collect a
5 transportation fee from all Students during the registration period for each fall and spring semester, for
6 both full-time and part-time Students. The per Student transportation fees to be paid to AUTHORITY will
7 be:

8 a. Full-time Students shall pay Five Dollars (\$5.00).

9 b. Part-time Students shall pay Four Dollars and Thirty Cents (\$4.30).

10 B. The College shall pay AUTHORITY aforementioned transportation fees collected from
11 Students during the registration periods for the Fall and Spring terms of academic years 2018-2019,
12 2019-2020, 2020-2021 and 2021-2022. These fees shall be payable to AUTHORITY, unless the Student
13 withdraws or is no longer eligible for the program prior to COLLEGE census date.”

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**AMENDMENT NO. 1 TO
AGREEMENT NO. C-8-1790**

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The balance of Agreement C-8-1790 remains unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to Agreement No. C-8-1790 to be executed as of the date of the last signature below.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

ORANGE COUNTY TRANSPORTATION AUTHORITY

By _____
Iris I. Ingram
Vice Chancellor, Business Services

By _____
Georgia Martinez
Department Manager, Contracts and Procurement

APPROVED AS TO FORM:

By _____
James M. Donich
General Counsel

GM
MB

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Amendment No. 2 to Agreement No. C-7-1871 between Orange County Transportation Authority (OCTA) and Rancho Santiago Community College District (RSCCD) for Continuing Education College Pass Pilot Program	
Action:	Request for Approval	

BACKGROUND

Since August 28, 2017, the District, on behalf of the continuing education programs at Santa Ana and Santiago Canyon Colleges has participated in a pilot bus pass program with the Orange County Transportation Authority (OCTA). The current agreement expires August 31, 2021 and includes an option to extend the agreement for one additional year ([click here for agreement approved August 14, 2017](#)). The attached amendment is to exercise that option for an additional one year and includes modifications to the original agreement that were board approved as part of Amendment #1 which was Board approved on ([click here for agreement approved on August 10, 2020](#)).

ANALYSIS

The attached amendment to extend the original agreement for an additional one year term includes the following modifications:

- Extends the termination date of the agreement to 8/31/2022.

All other terms and conditions of the original agreement and Amendment 1 will remain in full force and effect.

RECOMMENDATION

It is recommended that the Board of Trustees approve Amendment #2 to Agreement No. C-7-1871 between OCTA and RSCCD for the Continuing Education pass program, as presented.

Fiscal Impact:	\$0.68 per boarding	Board Date: August 9, 2021
Item Prepared by:	James Kennedy, Ed.D. Vice President, Continuing Education	
Item Submitted by:	Pamela Ralston, Ph.D. President Marilyn Flores, Ph.D., Interim President, Santa Ana College	
Item Recommended by:	Marvin Martinez, Chancellor	

1 **AMENDMENT NO. 2 TO**
2 **AGREEMENT NO. C-7-1871**

3 **BETWEEN**

4 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

5 **AND**

6 **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

7 **FOR**

8 **CONTINUING EDUCATION COLLEGE PASS PILOT PROGRAM**

9 **THIS AMENDMENT NO. 2** is made and entered into this _____ day of _____ 2021
10 (“Effective Date”), by and between the Orange County Transportation Authority (“AUTHORITY”) and
11 Rancho Santiago Community College District, on behalf of the Continuing Education Divisions of Rancho
12 Santiago Community College District, (hereinafter referred to as "DISTRICT"). Each individually known
13 as “Party” and collectively known as he “Parties.”

14 **WITNESSETH:**

15 **WHEREAS**, by Agreement No. C-7-1871 dated August 28, 2017, as changed by Amendment
16 No. 1 dated August 23, 2020, AUTHORITY and DISTRICT entered into a contract for AUTHORITY to
17 host a college pass pilot program (Program) which provides unlimited fixed-route bus rides for Continuing
18 Education DISTRICT students (hereinafter referred to as “Student” or “Students”); and

19 **WHEREAS**, AUTHORITY and DISTRICT agree to extend the term an additional twelve (12)
20 months for Academic Year 2021-2022;

21 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and DISTRICT that
22 Agreement No. C-7-1871 is hereby amended in the following particulars only:

23 1. Amend **ARTICLE 4. TERM OF AGREEMENT**, Page 4 of 13, as changed by
24 Amendment No.1, to delete Paragraph A and replace with the following:

25 “A. The term of this Agreement shall commence on the date of execution and remain in effect for
26 a five (5) year term, starting September 1, 2021 through August 31, 2022, unless earlier terminated or

**AMENDMENT NO. 2 TO
AGREEMENT NO. C-7-1871**

1 extended as provided in this Agreement.”

2 Amend **ARTICLE 5. TERMS OF PAYMENT**, Page 5 and 6 of 13, as changed by
3 Amendment No. 1, to delete Paragraph F and replace with the following:

4 “F. During the Fourth Academic Year, 2020-2021, and Fifth Academic Year 2021-2022, and
5 any subsequent terms, the DISTRICT shall pay AUTHORITY a fixed rate(s) based on the monthly
6 boardings by DISTRICT Continuing Education Students as set forth in Exhibit A, entitled “Revised Price
7 Summary Sheet, No. 1,” attached hereto and by this reference incorporated herein and made a part of
8 this Agreement.”

9 The balance of Agreement C-7-1871 remains unchanged.

10 **IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 2 to
11 Agreement No. C-7-1871 to be executed as of the date of the last signature below.

12 **RANCHO SANTIAGO COMMUNITY**
13 **COLLEGE DISTRICT**

ORANGE COUNTY TRANSPORTATION AUTHORITY

14
15 By _____
16 Iris I. Ingram
Vice Chancellor, Business Services

By _____
Georgia Martinez
Department Manager, Contracts and Procurement

17
18
19 APPROVED AS TO FORM:

20
21 By _____
22 James M. Donich
General Counsel

**AMENDMENT NO. 2 TO
AGREEMENT NO. C-7-1871
EXHIBIT A**

REVISED PRICE SUMMARY SHEET, NO. 1

Rate Schedule

Service Provided	Fixed Rate Fall 2020 – Spring 2021	Fixed Rate Fall 2021 – Spring 2022
Fixed-Route Student Bus Boarding	\$0.68	\$0.68

Any additional fares incurred beyond the local fixed-route fare remain the responsibility of the individual student. The additional cost will be in accordance with the AUTHORITY's Schedule of Tariffs in effect at the time of the boarding.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To: Board of Trustees	Date: August 9, 2021
Re: Approval Five-Year Instructional Services Agreement Renewal with Orange Unified School District	
Action: Request for Approval	

BACKGROUND

In March 2017, Rancho Santiago Community College District (RSCCD) and Orange Unified School District (OUSD) entered into an Instructional Services Agreement (SCC Contract # 18-0625B) to provide noncredit courses that lead toward an adult high school diploma at their Alternative Education Center. OUSD is requesting to renew the Instructional Services Agreement with Santiago Canyon College – Orange Education Center (SCC-OEC) for a period of five years. Attached is the Five-Year Instructional Service Agreement that describes the roles and responsibilities of SCC-OEC and OUSD. The agreement is for the period of August 9, 2021 through June 30, 2026.

ANALYSIS

Through this Instructional Services Agreement, SCC-OEC will provide noncredit courses that lead toward an adult high school diploma to adults at OUSD's Richland High School in Orange, CA. OUSD will provide staff and classrooms at their location. RSCCD will collect State apportionment for these classes and reimburse OUSD \$2.50 per student attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the five-year instructional services agreement renewal with Orange Unified School District as presented.

Fiscal Impact: Apportionment	Board Date: August 9, 2021
Item Prepared by:	Chrissy Gascon, Interim Executive Dean, Continuing Education James Kennedy, Ed.D. Vice President, Continuing Education
Item Submitted by:	Pamela Ralston, Ph.D. President
Item Recommended by:	Marvin Martinez, Chancellor

RENEWAL OF THE FIVE (5) YEAR INSTRUCTIONAL SERVICES AGREEMENT

BETWEEN THE

ORANGE UNIFIED SCHOOL DISTRICT

AND THE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT is entered into this 10th day of August, 2021, which date is enumerated for purposes of reference only, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “RSCCD,” and the ORANGE UNIFIED SCHOOL DISTRICT, hereinafter referred to as “OUSD.”

WITNESSETH:

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

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

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

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

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

WHEREAS, through this Agreement with OUSD, RSCCD intends to provide educational programs for the benefit of eligible students of the RSCCD at various facilities, including OUSD's Richland High School, 615 N. Lemon Street, Orange, CA 92867 and

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

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

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

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

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A. RECITALS:

All the above recitals are true and correct.

B. TERM:

The term of this Agreement shall be for five (5) years, commencing August 10, 2021 and terminating June 30, 2026, unless earlier terminated by either party in the manner set forth herein.

C. OPTIONAL TERMINATION:

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

D. RESPONSIBILITIES OF RSCCD:

1. RSCCD shall provide instruction and training to eligible students of the RSCCD at various facilities designated by OUSD, including Richland High School, 615 N. Lemon Street, Orange, CA 92867. RSCCD is responsible for the education programs conducted at these facility sites. Classes may be conducted in a traditional classroom setting format (face-to-face instruction) or via an online format (distance education instruction).
2. RSCCD shall provide classes that lead toward the attainment of an adult high school diploma. The courses of instruction under this agreement are listed in the annual Santiago Canyon College Catalog and as an attachment to this agreement (Attachment A). The total number of student attendance hours under this agreement shall not exceed 4,800 per fiscal year.
3. The curriculum shall be as described in the RSCCD's Catalog and the program and course outlines on file in the Instruction Office as approved by the Curriculum Council, the Chancellor, the Board of Trustees of RSCCD, and the Chancellor's Office of the California Community Colleges.
4. RSCCD shall use selected OUSD staff as instructors to provide the instruction and training covered in this Agreement. In order to meet the California Code of Regulations, Title 5, requirement, that students be under the immediate supervision of an "employee" of RSCCD, RSCCD will invoke the provision of Title 5, Section 58058(b).

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

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

5. Instruction to be claimed for apportionment by RSCCD under this Agreement shall be under the immediate supervision and control of an employee of the RSCCD (Title 5, Section 58058) who has met the minimum qualifications for instruction in a noncredit subject in a California community college.
6. RSCCD's minimum qualifications for instructors teaching under this agreement are consistent with requirements in other similar courses offered within the RSCCD.
7. RSCCD shall demonstrate control and direction of the instructional courses offered under this agreement through such appropriate actions as providing the instructors with an orientation, instructor's manual, course outline, curriculum material, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
8. RSCCD has specified the courses of instruction within this Agreement (Attachment A), and the outlines of record for such courses have been approved by the college's curriculum committee as meeting Title 5 course standards, and the RSCCD's board of trustees has approved the courses.
9. RSCCD shall use procedures to assure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. RSCCD shall assure that the courses offered through this agreement, and the faculty and the students, are held to a level of rigor comparable to that of the other sections of noncredit education courses offered within the RSCCD.
10. RSCCD shall claim state apportionment for student attendance generated in classes covered by this Agreement. OUSD shall not claim state apportionment for the same student attendance hours claimed by RSCCD.

11. RSCCD shall reimburse OUSD for use of staff and facilities, in accordance with the terms stated in Section G, "PAYMENT."
12. RSCCD shall provide the normal administrative functions, including admissions, counseling, registration, and achievement records comparable to those maintained for any student of RSCCD.

E. RESPONSIBILITIES OF OUSD:

1. OUSD shall provide staff and facilities for RSCCD to utilize in the operation of its instructional programs for eligible students of the RSCCD.
2. OUSD staff who are used as instructors under this Agreement will be appropriately credentialed to teach the subject areas covered by this Agreement.
3. Pursuant to California Code of Regulations, Title 5, Section 58058(b), OUSD staff used as instructors under this Agreement will enter into individual agreements with RSCCD regarding their responsibilities as instructors for RSCCD, specifically for delivery of the curriculum covered by this Agreement. All instructor agreements will be kept on file by RSCCD.
4. RSCCD shall not be obligated to make any payment to OUSD staff for services under the terms of this Agreement. Any and all salaries and benefits payable or owing to OUSD staff who are used as instructors under the terms of this Agreement are the sole responsibility and liability of OUSD.
5. OUSD shall provide all necessary instructional supplies and equipment for the students covered by the Agreement. All material and equipment supplied by OUSD shall remain the property of OUSD and shall not be removed from the premises without permission of OUSD.
6. OUSD shall not charge students receiving instruction and training under this Agreement additional cost for tuition.
7. OUSD will provide those administrative functions essential for the operation of facilities, at its own expense, where the instructional programs under this agreement take place.
8. OUSD shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and

the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.

9. OUSD courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.
10. OUSD shall retain records of enrollees' attendance for at least five (5) years and shall, upon request, make them available for review by RSCCD, the Office of Private Postsecondary Education, and the Chancellor's Office of the California Community Colleges.

F. RESPONSIBILITIES OF RSCCD AND OUSD:

1. RSCCD and OUSD will make available as appropriate support services such as counseling, guidance and placement assistance for the students.
2. RSCCD and OUSD will supervise students and evaluate student progress.
3. RSCCD and OUSD will determine the withdrawal procedures and documentation applicable to students who seek to withdraw prior to completion of a course.
4. Procedures, Terms, and Conditions. The enrollment period for instructional programs under this agreement is determined by RSCCD and is unique to this program. The students do not pay enrollment fees for the education courses under this agreement. The RSCCD determines the number of class hours sufficient to meet the stated performance objectives.

G. PAYMENT:

1. RSCCD shall reimburse OUSD for the use of staff and facilities at the rate of \$2.50 per student attendance hour, up to a maximum of 4,800 hours (\$12,000) 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 OUSD's contract cost of operating the instructional programs covered by this Agreement.
2. OUSD shall submit certified statements and billing monthly to:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College

Orange Education Center

1465 N. Batavia Street

Orange, CA 92867

ATTENTION: Interim Executive Dean, Continuing Education

3. OUSD's 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 OUSD's designee for reconciliation and confirmation/certification so that an invoice can be generated. All billings shall include the total number of actual student attendance hours.
4. RSCCD shall reimburse OUSD within twenty (20) days after receipt of billing.

H. NOTICES:

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

RSCCD:

Santiago Canyon College

Rancho Santiago Community College District

2323 North Broadway

Santa Ana, CA 92706-1640

Attention: Interim Executive Dean, Continuing Education

OUSD:

Orange Unified School District

1401 N. Handy

Orange, CA 92867

714-628-4000

Attention: Lisa Green

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

I. STATUS OF OUSD AND RSCCD:

OUSD 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 OUSD, or any of OUSD's agents or employees. OUSD, 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 OSUD and RSCCD, or any of On RSCCD's agents or employees. RSCCD, its agents and employees, shall not be entitled to any rights or privileges of OUSD's employees and shall not be considered in any manner to be OUSD's employees.

J. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of RSCCD and OSUD, 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 OUSD:

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

M. INSURANCE:

1. OUSD shall obtain and maintain insurance, at the expense of OUSD, all workers' compensation insurance required by law for its employees in the operation of this program.
2. OUSD 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. OUSD 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 OUSD 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).

OUSD 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 OUSD, 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:

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

ORANGE UNIFIED SCHOOL DISTRICT

Signature:

Date:

David A. Rivera
Assistant Superintendent/CBO Business Services
Orange Unified School District
1401 N. Handy
Orange, CA 92867
(714) 628-4000

**Attachment A
COURSES OF INSTRUCTION**

COURSES IN HIGH SCHOOL SUBJECTS/GED/HiSET

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

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

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Designated Representative to Serve as Official RSCCD Representative on the Rancho Santiago Adult Education Consortium for the 2021-2022 Fiscal Year	
Action:	Request for Approval	

BACKGROUND

The 2015-2016 State Budget included a \$500 million Adult Education Block Grant (AEBG) to be allocated among regional consortia comprised of representatives from community college districts, K-12 districts, and other organizations that serve a role in adult education (each consortium is defined by the boundaries of a community college district). The corresponding bill, AB104 requires that a member of a consortium be a representative who is officially designated by the governing board of the member. In 2018-2019, the Adult Education Block Grant was renamed to the California Adult Education Program (CAEP).

ANALYSIS

An official representative on the Rancho Santiago Adult Education Consortium is necessary to ensure that the Rancho Santiago Community College District has a full voice in the decision-making process to implement the local adult education plan supported by the California Adult Education Program. Eden Quimzon, Interim Executive Director of AEBG (SCC Continuing Education), is well versed about the instructional programs and student support services that are authorized in AB 104.

RECOMMENDATION

It is recommended that the Board of Trustees approve Eden Quimzon as the designated representative to serve as the official RSCCD representative on the Rancho Santiago Adult Education Consortium for the 2021-2022 fiscal year as presented.

Fiscal Impact:	None	Board Date: August 9, 2021
Item Prepared by:	Chrissy Gascon, Interim Executive Dean, Continuing Education James Kennedy, Ed.D, Vice President, Continuing Education	
Item Submitted by:	Pamela Ralston, Ph.D. President, Santiago Canyon College	
Item Recommended by:	Marvin Martinez, Chancellor	

Rancho Santiago Comm Coll District

Board Meeting of 08/09/21

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 06/26/21 Thru 07/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68949	General Fund Unrestricted	0.00	173,315.22	-173,315.22	92*0550233	92*0550233
68974	General Fund Unrestricted	1,096,578.47	127,920.00	968,658.47	92*0550513	92*0550527
68975	General Fund Unrestricted	110,669.21	0.00	110,669.21	92*0550532	92*0550758
68980	General Fund Unrestricted	609.17	0.00	609.17	92*0550807	92*0550807
68981	General Fund Unrestricted	129,360.00	0.00	129,360.00	92*0550809	92*0550809
68982	General Fund Unrestricted	87,538.60	0.00	87,538.60	92*0550810	92*0550815
68984	General Fund Unrestricted	18,636.02	0.00	18,636.02	92*0550817	92*0550827
68985	General Fund Unrestricted	686,657.97	0.00	686,657.97	92*0550829	92*0550970
68990	General Fund Unrestricted	24,373.95	0.00	24,373.95	92*0551002	92*0551056
68991	General Fund Unrestricted	187,981.09	0.00	187,981.09	92*0551057	92*0551169
68996	General Fund Unrestricted	21,739.83	0.00	21,739.83	92*0551199	92*0551200
68999	General Fund Unrestricted	125,167.12	0.00	125,167.12	92*0551204	92*0551260
69002	General Fund Unrestricted	3,437,708.31	0.00	3,437,708.31	92*0551269	92*0551314
69008	General Fund Unrestricted	100,702.96	0.00	100,702.96	92*0551336	92*0551368
69010	General Fund Unrestricted	95,128.20	0.00	95,128.20	92*0551375	92*0551414
69013	General Fund Unrestricted	146,640.26	0.00	146,640.26	92*0551423	92*0551439
69016	General Fund Unrestricted	101,975.07	0.00	101,975.07	92*0551451	92*0551478
Total Fund 11 General Fund Unrestricted		\$6,371,466.23	\$301,235.22	\$6,070,231.01		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68874	General Fund Restricted	0.00	18,686.00	-18,686.00	92*0548315	92*0548315
68974	General Fund Restricted	22,217.50	0.00	22,217.50	92*0550512	92*0550522
68975	General Fund Restricted	3,032,674.38	0.00	3,032,674.38	92*0550531	92*0550762
68981	General Fund Restricted	14,704.07	0.00	14,704.07	92*0550808	92*0550808
68985	General Fund Restricted	1,061,665.78	0.00	1,061,665.78	92*0550828	92*0550978
68991	General Fund Restricted	1,406,005.33	0.00	1,406,005.33	92*0551058	92*0551175
68996	General Fund Restricted	397.00	0.00	397.00	92*0551201	92*0551201
68999	General Fund Restricted	14,567.60	0.00	14,567.60	92*0551210	92*0551220
69002	General Fund Restricted	114,092.05	0.00	114,092.05	92*0551267	92*0551313
69010	General Fund Restricted	95,320.24	0.00	95,320.24	92*0551374	92*0551413
69016	General Fund Restricted	120,878.17	0.00	120,878.17	92*0551449	92*0551473
Total Fund 12 General Fund Restricted		\$5,882,522.12	\$18,686.00	\$5,863,836.12		

Checks Written for Period 06/26/21 Thru 07/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68975	GF Unrestricted One-Time Func	357,795.67	0.00	357,795.67	92*0550535	92*0550761
68985	GF Unrestricted One-Time Func	71,836.52	0.00	71,836.52	92*0550833	92*0550976
68991	GF Unrestricted One-Time Func	39,350.29	0.00	39,350.29	92*0551074	92*0551171
68999	GF Unrestricted One-Time Func	7,953.75	0.00	7,953.75	92*0551206	92*0551261
69002	GF Unrestricted One-Time Func	39,921.43	0.00	39,921.43	92*0551266	92*0551312
69008	GF Unrestricted One-Time Func	39,008.00	0.00	39,008.00	92*0551335	92*0551345
69010	GF Unrestricted One-Time Func	9,425.00	0.00	9,425.00	92*0551372	92*0551411
69013	GF Unrestricted One-Time Func	124.06	0.00	124.06	92*0551440	92*0551440
69016	GF Unrestricted One-Time Func	53.00	0.00	53.00	92*0551461	92*0551461
Total Fund 13 GF Unrestricted One-Time		\$565,467.72	\$0.00	\$565,467.72		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68976	Child Development Fund	25,525.36	0.00	25,525.36	92*0550763	92*0550786
68986	Child Development Fund	11,330.66	0.00	11,330.66	92*0550979	92*0550987
68992	Child Development Fund	19,000.64	0.00	19,000.64	92*0551176	92*0551184
69003	Child Development Fund	9,721.40	0.00	9,721.40	92*0551315	92*0551329
69011	Child Development Fund	9,268.72	0.00	9,268.72	92*0551415	92*0551418
Total Fund 33 Child Development Fund		\$74,846.78	\$0.00	\$74,846.78		

Checks Written for Period 06/26/21 Thru 07/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68977	Capital Outlay Projects Fund	1,629,582.54	0.00	1,629,582.54	92*0550787	92*0550794
68987	Capital Outlay Projects Fund	58,574.90	0.00	58,574.90	92*0550988	92*0550993
68993	Capital Outlay Projects Fund	20,978.66	0.00	20,978.66	92*0551185	92*0551190
68997	Capital Outlay Projects Fund	30,381.90	0.00	30,381.90	92*0551202	92*0551202
69000	Capital Outlay Projects Fund	138,573.05	0.00	138,573.05	92*0551262	92*0551264
69004	Capital Outlay Projects Fund	3,516.00	0.00	3,516.00	92*0551330	92*0551330
69009	Capital Outlay Projects Fund	6,989.31	0.00	6,989.31	92*0551369	92*0551371
69014	Capital Outlay Projects Fund	138,004.74	0.00	138,004.74	92*0551441	92*0551444
69017	Capital Outlay Projects Fund	30,381.90	0.00	30,381.90	92*0551479	92*0551479
Total Fund 41 Capital Outlay Projects Fun		\$2,056,983.00	\$0.00	\$2,056,983.00		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68978	Bond Fund, Measure Q	18,610.84	0.00	18,610.84	92*0550795	92*0550799
68988	Bond Fund, Measure Q	167,755.88	0.00	167,755.88	92*0550994	92*0550999
68994	Bond Fund, Measure Q	31,238.44	0.00	31,238.44	92*0551191	92*0551194
69001	Bond Fund, Measure Q	3,968.00	0.00	3,968.00	92*0551265	92*0551265
69007	Bond Fund, Measure Q	149,298.11	0.00	149,298.11	92*0551334	92*0551334
69015	Bond Fund, Measure Q	22,120.33	0.00	22,120.33	92*0551445	92*0551448
69018	Bond Fund, Measure Q	509.76	0.00	509.76	92*0551480	92*0551480
Total Fund 43 Bond Fund, Measure Q		\$393,501.36	\$0.00	\$393,501.36		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68973	Property and Liability Fund	1,069,266.00	0.00	1,069,266.00	92*0550528	92*0550528
68983	Property and Liability Fund	15,969.68	0.00	15,969.68	92*0550816	92*0550816
68995	Property and Liability Fund	33,658.22	0.00	33,658.22	92*0551195	92*0551198
68998	Property and Liability Fund	1,267.00	0.00	1,267.00	92*0551203	92*0551203
69005	Property and Liability Fund	10,125.38	0.00	10,125.38	92*0551331	92*0551332
69012	Property and Liability Fund	107,752.00	0.00	107,752.00	92*0551419	92*0551422
69019	Property and Liability Fund	273.80	0.00	273.80	92*0551481	92*0551481
Total Fund 61 Property and Liability Fund		\$1,238,312.08	\$0.00	\$1,238,312.08		

Checks Written for Period 06/26/21 Thru 07/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68972	Workers' Compensation Fund	1,603,304.00	0.00	1,603,304.00	92*0550529	92*0550529
68989	Workers' Compensation Fund	10,132.34	0.00	10,132.34	92*0551000	92*0551001
69006	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0551333	92*0551333
69020	Workers' Compensation Fund	5,749.14	0.00	5,749.14	92*0551482	92*0551482
Total Fund 62 Workers' Compensation Fu		<u>\$1,621,022.98</u>	<u>\$0.00</u>	<u>\$1,621,022.98</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68971	Student Financial Aid Fund	2,596.00	0.00	2,596.00	92*0550530	92*0550530
68979	Student Financial Aid Fund	3,500.00	0.00	3,500.00	92*0550800	92*0550806
69021	Student Financial Aid Fund	48,147.00	0.00	48,147.00	92*0551483	92*0551484
Total Fund 74 Student Financial Aid Fund		\$54,243.00	\$0.00	\$54,243.00		

SUMMARY

Total Fund 11 General Fund Unrestricted	6,070,231.01
Total Fund 12 General Fund Restricted	5,863,836.12
Total Fund 13 GF Unrestricted One-Time Fund	565,467.72
Total Fund 33 Child Development Fund	74,846.78
Total Fund 41 Capital Outlay Projects Fund	2,056,983.00
Total Fund 43 Bond Fund, Measure Q	393,501.36
Total Fund 61 Property and Liability Fund	1,238,312.08
Total Fund 62 Workers' Compensation Fund	1,621,022.98
Total Fund 74 Student Financial Aid Fund	54,243.00
Grand Total:	<u><u>\$17,938,444.05</u></u>

Checks Written for Period 06/26/21 Thru 07/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A2106530	SAC Diversified Agency Fund	3,287.37	1.00	3,286.37	1A*0002530	1A*0002537
1A2107210	SAC Diversified Agency Fund	2,777.04	0.00	2,777.04	1A*0002538	1A*0002544
1A2107317	SAC Diversified Agency Fund	997.00	0.00	997.00	1A*0002545	1A*0002545
Total 1A SAC Diversified Agency Fund		\$7,061.41	\$1.00	\$7,060.41		

Checks Written for Period 06/26/21 Thru 07/26/21

<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>
1B2106530	SAC Bookstore Fund	13,287.30	6,643.65	6,643.65	1B*0002854	1B*0002861
1B2107210	SAC Bookstore Fund	2,586.16	0.00	2,586.16	1B*0002862	1B*0002864
Total 1B SAC Bookstore Fund		<u>\$15,873.46</u>	<u>\$6,643.65</u>	<u>\$9,229.81</u>		

Checks Written for Period 06/26/21 Thru 07/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1C2106530	SAC Community Education Fund	1,440.00	0.00	1,440.00	1C*0001333	1C*0001333
1C2107210	SAC Community Education Fund	8,520.96	0.00	8,520.96	1C*0001334	1C*0001334
1C2107317	SAC Community Education Fund	2,509.33	0.00	2,509.33	1C*0001335	1C*0001337
Total 1C SAC Community Education Fund		<u>\$12,470.29</u>	<u>\$0.00</u>	<u>\$12,470.29</u>		

Checks Written for Period 06/26/21 Thru 07/26/21

<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>
1S2106530	SAC Associated Students Fund	2,160.78	0.00	2,160.78	1S*0001842	1S*0001845
1S2107210	SAC Associated Students Fund	669.29	0.00	669.29	1S*0001846	1S*0001847
1S2107317	SAC Associated Students Fund	4.13	0.00	4.13	1S*0001848	1S*0001848
Total 1S SAC Associated Students Fund		<u>\$2,834.20</u>	<u>\$0.00</u>	<u>\$2,834.20</u>		

Checks Written for Period 06/26/21 Thru 07/26/21

<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>
1T2106530	SAC Diversified Trust Fund	27,894.32	0.00	27,894.32	1T*0002203	1T*0002210
1T2107210	SAC Diversified Trust Fund	5,950.68	0.00	5,950.68	1T*0002211	1T*0002213
1T2107317	SAC Diversified Trust Fund	30,998.48	0.00	30,998.48	1T*0002214	1T*0002216
Total 1T SAC Diversified Trust Fund		<u><u>\$64,843.48</u></u>	<u><u>\$0.00</u></u>	<u><u>\$64,843.48</u></u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	7,060.41
Total Fund 1B SAC Bookstore Fund	9,229.81
Total Fund 1C SAC Community Education Fu	12,470.29
Total Fund 1S SAC Associated Students Fun	2,834.20
Total Fund 1T SAC Diversified Trust Fund	64,843.48
Grand Total:	<u><u>\$96,438.19</u></u>

Checks Written for Period 06/26/21 Thru 07/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2A2106530	SCC Diversified Agency Fund	1,750.00	0.00	1,750.00	2A*0001916	2A*0001933
2A2107317	SCC Diversified Agency Fund	11,698.33	0.00	11,698.33	2A*0001934	2A*0001940
2A2107424	SCC Diversified Agency Fund	14,675.28	0.00	14,675.28	2A*0001941	2A*0001942
2A2107526	SCC Diversified Agency Fund	159.00	0.00	159.00	2A*0001943	2A*0001943
Total 2A SCC Diversified Agency Fund		<u>\$28,282.61</u>	<u>\$0.00</u>	<u>\$28,282.61</u>		

Checks Written for Period 06/26/21 Thru 07/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B2106530	SCC Bookstore Fund	1,422.99	0.00	1,422.99	2B*0002497	2B*0002497
2B2107317	SCC Bookstore Fund	3,149.00	0.00	3,149.00	2B*0002498	2B*0002502
2B2107424	SCC Bookstore Fund	51,489.24	0.00	51,489.24	2B*0002503	2B*0002505
2B2107526	SCC Bookstore Fund	3,660.78	0.00	3,660.78	2B*0002506	2B*0002506
Total 2B SCC Bookstore Fund		\$59,722.01	\$0.00	\$59,722.01		

Checks Written for Period 06/26/21 Thru 07/26/21

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2C2106530	SCC Community Education Fund	357.57	0.00	357.57	2C*0001243	2C*0001243
2C2107317	SCC Community Education Fund	15,731.40	0.00	15,731.40	2C*0001244	2C*0001247
2C2107424	SCC Community Education Fund	1,783.40	891.70	891.70	2C*0001248	2C*0001249
2C2107526	SCC Community Education Fund	43,692.95	0.00	43,692.95	2C*0001250	2C*0001254
Total 2C SCC Community Education Fund		\$61,565.32	\$891.70	\$60,673.62		

Checks Written for Period 06/26/21 Thru 07/26/21

<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>
2S2106530	SCC Associated Students Fund	504.73	0.00	504.73	2S*0001486	2S*0001489
Total 2S SCC Associated Students Fund		<u><u>\$504.73</u></u>	<u><u>\$0.00</u></u>	<u><u>\$504.73</u></u>		

Checks Written for Period 06/26/21 Thru 07/26/21

<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>
2T2106530	SCC Diversified Trust Fund	24,768.73	0.00	24,768.73	2T*0001614	2T*0001616
2T2107317	SCC Diversified Trust Fund	1,353.07	0.00	1,353.07	2T*0001617	2T*0001618
Total 2T SCC Diversified Trust Fund		<u>\$26,121.80</u>	<u>\$0.00</u>	<u>\$26,121.80</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	28,282.61
Total Fund 2B SCC Bookstore Fund	59,722.01
Total Fund 2C SCC Community Education Fu	60,673.62
Total Fund 2S SCC Associated Students Fun	504.73
Total Fund 2T SCC Diversified Trust Fund	26,121.80
Grand Total:	<u><u>\$175,304.77</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/28/2021 To 06/30/2021
Board Meeting on 08/09/2021

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES	53,661	
2000	CLASSIFIED SALARIES	311,896	
3000	EMPLOYEE BENEFITS	36,988	
4000	SUPPLIES & MATERIALS	3,570	
5000	OTHER OPERATING EXP & SERVICES	802,983	
6000	CAPITAL OUTLAY		1,209,098
Total Transfer Fund 11		\$1,209,098	\$1,209,098
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		804,362
2000	CLASSIFIED SALARIES	258,745	
3000	EMPLOYEE BENEFITS		250,345
4000	SUPPLIES & MATERIALS	10,207	
5000	OTHER OPERATING EXP & SERVICES	1,127,916	
6000	CAPITAL OUTLAY	14,683	
7000	OTHER OUTGO		356,844
Total Transfer Fund 12		\$1,411,551	\$1,411,551
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
2000	CLASSIFIED SALARIES		687
3000	EMPLOYEE BENEFITS		73
7900	RESERVE FOR CONTINGENCIES	760	
Total Transfer Fund 13		\$760	\$760
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES		1,817
2000	CLASSIFIED SALARIES	91,660	
3000	EMPLOYEE BENEFITS		83,786
4000	SUPPLIES & MATERIALS	5,335	
6000	CAPITAL OUTLAY		111
7000	OTHER OUTGO		11,281
Total Transfer Fund 33		\$96,995	\$96,995
<u>Fund 41: Capital Outlay Projects Fund</u>			
6000	CAPITAL OUTLAY		1,000,000
7900	RESERVE FOR CONTINGENCIES	1,000,000	
Total Transfer Fund 41		\$1,000,000	\$1,000,000
<u>Fund 62: Workers' Compensation Fund</u>			
1000	ACADEMIC SALARIES		10,000
2000	CLASSIFIED SALARIES		5,000
7900	RESERVE FOR CONTINGENCIES	15,000	
Total Transfer Fund 62		\$15,000	\$15,000
<u>Fund 78: Retiree Benefits - Irrevocable</u>			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 BUDGET BOARD REPORT
 From 06/28/2021 To 06/30/2021
 Board Meeting on 08/09/2021**

BUDGET TRANSFERS	From	To
5000 OTHER OPERATING EXP & SERVICES		20,000
7900 RESERVE FOR CONTINGENCIES	20,000	
Total Transfer Fund 78	\$20,000	\$20,000
<u>Fund 79: Diversified Trust Fund</u>		
2000 CLASSIFIED SALARIES		377,573
3000 EMPLOYEE BENEFITS		223,468
7900 RESERVE FOR CONTINGENCIES	601,041	
Total Transfer Fund 79	\$601,041	\$601,041

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 06/28/2021 To 06/30/2021
Board Meeting on 08/09/2021**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	1,704	
8600	STATE REVENUES	1,000,273	
1000	ACADEMIC SALARIES		88,425
2000	CLASSIFIED SALARIES		36,539
3000	EMPLOYEE BENEFITS		41,349
4000	SUPPLIES & MATERIALS		279,868
5000	OTHER OPERATING EXP & SERVICES		672,623
6000	CAPITAL OUTLAY		37,438
7000	OTHER OUTGO		(154,265)
Total Increases (Decreases) Fund 12		\$1,001,977	\$1,001,977
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
8800	LOCAL REVENUES	18,386	
1000	ACADEMIC SALARIES		6,229
2000	CLASSIFIED SALARIES		8,903
3000	EMPLOYEE BENEFITS		3,254
Total Increases (Decreases) Fund 13		\$18,386	\$18,386
<u>Fund 33: Child Development Fund</u>			
8100	FEDERAL REVENUES	167,510	
8600	STATE REVENUES	300	
2000	CLASSIFIED SALARIES		47,000
3000	EMPLOYEE BENEFITS		3,000
4000	SUPPLIES & MATERIALS		61,367
5000	OTHER OPERATING EXP & SERVICES		56,443
Total Increases (Decreases) Fund 33		\$167,810	\$167,810
<u>Fund 41: Capital Outlay Projects Fund</u>			
8900	OTHER FINANCING SOURCES	2,500,000	
6000	CAPITAL OUTLAY		2,500,000
Total Increases (Decreases) Fund 41		\$2,500,000	\$2,500,000
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	(4,350,840)	
8600	STATE REVENUES	1,040,288	
5000	OTHER OPERATING EXP & SERVICES		(1,000)
7000	OTHER OUTGO		(3,309,552)
Total Increases (Decreases) Fund 74		\$(3,310,552)	\$(3,310,552)
<u>Fund 89: Fiscal Agent Custodian Fund</u>			
8900	OTHER FINANCING SOURCES	64,086,361	
8800	LOCAL REVENUES	7,277	
5000	OTHER OPERATING EXP & SERVICES		1,702,907
7000	OTHER OUTGO		62,390,731
Total Increases (Decreases) Fund 89		\$64,093,638	\$64,093,638

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/28/2021 To 06/30/2021
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This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
B027108	06/30/21		
2000	CLASSIFIED SALARIES	314,850	
3000	EMPLOYEE BENEFITS	26,810	
5000	OTHER OPERATING EXP & SERVICES	870,184	
6000	CAPITAL OUTLAY		1,211,844
Total Reference B027108		\$1,211,844	\$1,211,844
Reason:	Adjustment		
Description:	Cover negative balance by major object code		
BCZ96SOY78	06/30/21		
1000	ACADEMIC SALARIES	52,965	
3000	EMPLOYEE BENEFITS	21,887	
5000	OTHER OPERATING EXP & SERVICES		77,598
6000	CAPITAL OUTLAY	2,746	
Total Reference BCZ96SOY78		\$77,598	\$77,598
Reason:	Adjustment		
Description:	Electricity bills (SCC)		
<u>Fund 12: General Fund Restricted</u>			
B027060	06/30/21		
5000	OTHER OPERATING EXP & SERVICES	75,000	
6000	CAPITAL OUTLAY		75,000
Total Reference B027060		\$75,000	\$75,000
Reason:	Special Project Adjustment		
Description:	FY20-21 budget to cover to cover GST items in Business division		
B027102	06/30/21		
5000	OTHER OPERATING EXP & SERVICES	401,273	
7000	OTHER OUTGO		401,273
Total Reference B027102		\$401,273	\$401,273
Reason:	Special Project Adjustment		
Description:	Budget change to cover the loss revenue entries		
BC0LZ4EYNF	06/30/21		
1000	ACADEMIC SALARIES		16,757
2000	CLASSIFIED SALARIES		7,889
3000	EMPLOYEE BENEFITS		4,057
5000	OTHER OPERATING EXP & SERVICES	28,703	
Total Reference BC0LZ4EYNF		\$28,703	\$28,703
Reason:	Special Project Adjustment		
Description:	Funds to cover negative balance (Upward Bound Program, SAC)		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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BUDGET TRANSFERS		From	To
Fund 12: General Fund Restricted			
BC25QR8WNS	06/30/21		
1000	ACADEMIC SALARIES		216,733
2000	CLASSIFIED SALARIES	144,398	
3000	EMPLOYEE BENEFITS	41,782	
4000	SUPPLIES & MATERIALS	1,917	
5000	OTHER OPERATING EXP & SERVICES	30,136	
7000	OTHER OUTGO		1,500
Total Reference BC25QR8WNS		\$218,233	\$218,233
Reason:	Special Project Adjustment		
Description:	Funds to cover negative accounts (Student Equity & Achievement Program, SCC part 2)		
BC5RLUMNFP	06/30/21		
1000	ACADEMIC SALARIES		26,365
2000	CLASSIFIED SALARIES	42,044	
3000	EMPLOYEE BENEFITS		15,679
Total Reference BC5RLUMNFP		\$42,044	\$42,044
Reason:	Special Project Adjustment		
Description:	Offset negative balance (Project 2181, Strong Workforce Program, SCC)		
BC86I03BJY	06/30/21		
1000	ACADEMIC SALARIES		184,620
2000	CLASSIFIED SALARIES		49,749
3000	EMPLOYEE BENEFITS		42,169
5000	OTHER OPERATING EXP & SERVICES	276,538	
Total Reference BC86I03BJY		\$276,538	\$276,538
Reason:	Special Project Adjustment		
Description:	Funds to cover negative accounts (Project 2169, CEC)		
BCAB23R0V4	06/30/21		
1000	ACADEMIC SALARIES		10,822
2000	CLASSIFIED SALARIES		691
3000	EMPLOYEE BENEFITS		19,208
4000	SUPPLIES & MATERIALS		10
5000	OTHER OPERATING EXP & SERVICES		5
7000	OTHER OUTGO	30,736	
Total Reference BCAB23R0V4		\$30,736	\$30,736
Reason:	Special Project Adjustment		
Description:	Funds to cover negative balances (EOPS Program, end-of-year)		
BCD3E2XM6Y	06/30/21		
1000	ACADEMIC SALARIES		43,271
2000	CLASSIFIED SALARIES	50,000	
3000	EMPLOYEE BENEFITS		11,729
4000	SUPPLIES & MATERIALS	5,000	
Total Reference BCD3E2XM6Y		\$55,000	\$55,000
Reason:	Special Project Adjustment		
Description:	Transfer salary and benefits for April-June 2021 (Escobar, Project 2181, SCC)		

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BUDGET TRANSFERS		From	To
Fund 12: General Fund Restricted			
BCMEBO1ZIX	06/30/21		
1000	ACADEMIC SALARIES		38,856
2000	CLASSIFIED SALARIES		2,762
3000	EMPLOYEE BENEFITS		14,470
5000	OTHER OPERATING EXP & SERVICES	56,088	
Total Reference BCMEBO1ZIX		\$56,088	\$56,088
Reason:	Special Project Adjustment		
Description:	Funds to cover negative accounts (Project 2170, CEC)		
BCODLG0Y3P	06/30/21		
1000	ACADEMIC SALARIES		130,465
2000	CLASSIFIED SALARIES	167,086	
3000	EMPLOYEE BENEFITS		102,621
4000	SUPPLIES & MATERIALS	2,000	
5000	OTHER OPERATING EXP & SERVICES	50,000	
6000	CAPITAL OUTLAY	14,000	
Total Reference BCODLG0Y3P		\$233,086	\$233,086
Reason:	Special Project Adjustment		
Description:	Funds to cover negative accounts (Student Equity and Achievement Program, SCC part 1)		
BCQ5ZOYDMA	06/30/21		
1000	ACADEMIC SALARIES		44,234
2000	CLASSIFIED SALARIES		26,404
3000	EMPLOYEE BENEFITS		1,766
5000	OTHER OPERATING EXP & SERVICES	72,404	
Total Reference BCQ5ZOYDMA		\$72,404	\$72,404
Reason:	Special Project Adjustment		
Description:	Funds to cover negative balances (Project 2246, OEC)		
BCSMO29J4A	06/30/21		
1000	ACADEMIC SALARIES		81,490
3000	EMPLOYEE BENEFITS		18,809
4000	SUPPLIES & MATERIALS	3,183	
5000	OTHER OPERATING EXP & SERVICES	7,630	
6000	CAPITAL OUTLAY	89,486	
Total Reference BCSMO29J4A		\$100,299	\$100,299
Reason:	Special Project Adjustment		
Description:	Funds to cover negative accounts (Project 2231, SCC)		
BCUMPC614I	06/30/21		
5000	OTHER OPERATING EXP & SERVICES	26,910	
6000	CAPITAL OUTLAY		26,910
Total Reference BCUMPC614I		\$26,910	\$26,910
Reason:	Special Project Adjustment		
Description:	Funding for laptops HEERF I (Project 1234 FY20-21, SAC)		
BCYC5ENSQ2	06/30/21		
1000	ACADEMIC SALARIES	13,035	
2000	CLASSIFIED SALARIES	15,883	
3000	EMPLOYEE BENEFITS	15,018	
5000	OTHER OPERATING EXP & SERVICES		43,936
Total Reference BCYC5ENSQ2		\$43,936	\$43,936
Reason:	Special Project Adjustment		
Description:	Funds to cover negative accounts (Project 2242, CEC)		

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BUDGET TRANSFERS		From	To
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
BCP56AJ18F	06/30/21		
2000	CLASSIFIED SALARIES		687
3000	EMPLOYEE BENEFITS		73
7900	RESERVE FOR CONTINGENCIES	760	
Total Reference BCP56AJ18F		\$760	\$760
Reason:	Adjustment		
Description:	Overtime funds for media system techs: Correa swearing in ceremony and Young Congressional Leaders graduation		
 <u>Fund 33: Child Development Fund</u>			
BC36SW9UQL	06/30/21		
1000	ACADEMIC SALARIES		1,817
2000	CLASSIFIED SALARIES	54,351	
3000	EMPLOYEE BENEFITS		56,007
4000	SUPPLIES & MATERIALS	3,473	
Total Reference BC36SW9UQL		\$57,824	\$57,824
Reason:	Special Project Adjustment		
Description:	Funds to cover negative balances (Project 2150, California State Preschool Program)		
BC5V9SYJT7	06/30/21		
2000	CLASSIFIED SALARIES	30,746	
3000	EMPLOYEE BENEFITS		32,497
4000	SUPPLIES & MATERIALS	1,751	
Total Reference BC5V9SYJT7		\$32,497	\$32,497
Reason:	Special Project Adjustment		
Description:	Funds to cover negative balances (Project 2120, CCTR program)		
 <u>Fund 41: Capital Outlay Projects Fund</u>			
B027103	06/30/21		
6000	CAPITAL OUTLAY		1,000,000
7900	RESERVE FOR CONTINGENCIES	1,000,000	
Total Reference B027103		\$1,000,000	\$1,000,000
Reason:	Special Project Adjustment		
Description:	Allocate funds from RDA 41-3153 to RHR Project SP 2398/3153		
 <u>Fund 62: Workers' Compensation Fund</u>			
BCQVE1D9B0	06/30/21		
1000	ACADEMIC SALARIES		10,000
2000	CLASSIFIED SALARIES		5,000
7900	RESERVE FOR CONTINGENCIES	15,000	
Total Reference BCQVE1D9B0		\$15,000	\$15,000
Reason:	Adjustment		
Description:	Funds to cover negative balance (Fund 62)		
 <u>Fund 78: Retiree Benefits - Irrevocable</u>			
BC9VL3N5RW	06/30/21		
5000	OTHER OPERATING EXP & SERVICES		20,000
7900	RESERVE FOR CONTINGENCIES	20,000	
Total Reference BC9VL3N5RW		\$20,000	\$20,000
Reason:	Adjustment		
Description:	Funds to cover negative balance (Fund 78)		

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BUDGET TRANSFERS		From	To
<u>Fund 79: Diversified Trust Fund</u>			
BCC6492G35	06/30/21		
2000	CLASSIFIED SALARIES		143,379
3000	EMPLOYEE BENEFITS		79,613
7900	RESERVE FOR CONTINGENCIES	222,992	
Total Reference BCC6492G35		\$222,992	\$222,992
Reason:	Adjustment		
Description:	Adjust Safety and Parking salary and benefit accounts (SCC)		
BCYL92DAIP	06/30/21		
2000	CLASSIFIED SALARIES		234,194
3000	EMPLOYEE BENEFITS		143,855
7900	RESERVE FOR CONTINGENCIES	378,049	
Total Reference BCYL92DAIP		\$378,049	\$378,049
Reason:	Adjustment		
Description:	Adjust Safety and Parking salary and benefit accounts (SAC)		
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
B027099	06/30/21		
8600	STATE REVENUES	371,293	
5000	OTHER OPERATING EXP & SERVICES		371,293
Total Reference B027099		\$371,293	\$371,293
Reason:	New Budget		
Description:	K12 Strong Workforce Program 20/21 1% admin funds		
B027104	06/30/21		
8600	STATE REVENUES	275,890	
5000	OTHER OPERATING EXP & SERVICES		275,890
Total Reference B027104		\$275,890	\$275,890
Reason:	Special Project Adjustment		
Description:	SWP Local 2020-21 incentive funding (SCC)		
BC72IQ9KOL	06/30/21		
8600	STATE REVENUES	48,560	
5000	OTHER OPERATING EXP & SERVICES		5,560
6000	CAPITAL OUTLAY		43,000
Total Reference BC72IQ9KOL		\$48,560	\$48,560
Reason:	Special Project Adjustment		
Description:	COVID-19 remote instruction augmentation for SWP (SCC)		
BC850ONZIU	06/30/21		
8600	STATE REVENUES	59,622	
5000	OTHER OPERATING EXP & SERVICES		59,622
Total Reference BC850ONZIU		\$59,622	\$59,622
Reason:	Special Project Adjustment		
Description:	Funding/increase revenue for SAC Financial Aid Technology project		
BCCFP61HIA	06/30/21		
8600	STATE REVENUES	283,229	
4000	SUPPLIES & MATERIALS		283,229
Total Reference BCCFP61HIA		\$283,229	\$283,229
Reason:	Special Project Adjustment		
Description:	Adjust revenue account (place funds in financial aid department as holding account, SAC)		

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BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
BCJTQPKS6Y 06/30/21		
8600 STATE REVENUES	(48,560)	
4000 SUPPLIES & MATERIALS		(3)
5000 OTHER OPERATING EXP & SERVICES		(48,557)
Total Reference BCJTQPKS6Y	\$(48,560)	\$(48,560)
Reason: Special Project Adjustment		
Description: COVID-19 remote instruction augmentation		
BCST9U0CF4 06/30/21		
8600 STATE REVENUES	(19,381)	
1000 ACADEMIC SALARIES		73,653
2000 CLASSIFIED SALARIES		25,566
3000 EMPLOYEE BENEFITS		32,133
7000 OTHER OUTGO		(150,733)
Total Reference BCST9U0CF4	\$(19,381)	\$(19,381)
Reason: Special Project Adjustment		
Description: Adjusting revenue accounts FY20-21 and FY19-20 to cover negative accounts		
<u>Fund 33: Child Development Fund</u>		
BC8H2WRVK4 06/30/21		
8100 FEDERAL REVENUES	167,510	
2000 CLASSIFIED SALARIES		47,000
3000 EMPLOYEE BENEFITS		3,000
4000 SUPPLIES & MATERIALS		61,067
5000 OTHER OPERATING EXP & SERVICES		56,443
Total Reference BC8H2WRVK4	\$167,510	\$167,510
Reason: New Budget		
Description: Early Head Start Emergency American Rescue Plan COVID		
<u>Fund 41: Capital Outlay Projects Fund</u>		
B027083 06/30/21		
8900 OTHER FINANCING SOURCES	2,500,000	
6000 CAPITAL OUTLAY		2,500,000
Total Reference B027083	\$2,500,000	\$2,500,000
Reason: Adjustment		
Description: Transfer of funds from SAC to SP2398 RHR Project		
<u>Fund 74: Student Financial Aid Fund</u>		
B027061 06/30/21		
8100 FEDERAL REVENUES	111,664	
5000 OTHER OPERATING EXP & SERVICES		(1,000)
7000 OTHER OUTGO		112,664
Total Reference B027061	\$111,664	\$111,664
Reason: Special Project Adjustment		
Description: Update budget to align with G5 for year-end closing		
B027064 06/30/21		
8100 FEDERAL REVENUES	(2,245,982)	
7000 OTHER OUTGO		(2,245,982)
Total Reference B027064	\$(2,245,982)	\$(2,245,982)
Reason: Special Project Adjustment		
Description: Update budget to align with G5 for year-end closing		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/28/2021 To 06/30/2021
Board Meeting on 08/09/2021

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
Fund 74: Student Financial Aid Fund			
B027066	06/30/21		
8100	FEDERAL REVENUES	(111,664)	
5000	OTHER OPERATING EXP & SERVICES		1,000
7000	OTHER OUTGO		(112,664)
Total Reference B027066		\$(111,664)	\$(111,664)
Reason: Special Project Adjustment			
Description: Reverse B027061 (update budget to align with G5 for year-end closing)			
B027067	06/30/21		
8100	FEDERAL REVENUES	111,664	
5000	OTHER OPERATING EXP & SERVICES		(1,000)
7000	OTHER OUTGO		112,664
Total Reference B027067		\$111,664	\$111,664
Reason: Special Project Adjustment			
Description: Update budget to align with G5 for year-end closing			
B027073	06/30/21		
8600	STATE REVENUES	33,327	
7000	OTHER OUTGO		33,327
Total Reference B027073		\$33,327	\$33,327
Reason: Special Project Adjustment			
Description: Update budget to align with disbursements			
B027075	06/30/21		
8600	STATE REVENUES	(338,700)	
7000	OTHER OUTGO		(338,700)
Total Reference B027075		\$(338,700)	\$(338,700)
Reason: Special Project Adjustment			
Description: B026632 reversal to correct allocated budget			
B027078	06/30/21		
8600	STATE REVENUES	89,008	
7000	OTHER OUTGO		89,008
Total Reference B027078		\$89,008	\$89,008
Reason: Special Project Adjustment			
Description: Update budget to align with disbursements			
B027079	06/30/21		
8600	STATE REVENUES	793,566	
7000	OTHER OUTGO		793,566
Total Reference B027079		\$793,566	\$793,566
Reason: Special Project Adjustment			
Description: Update budget to align with disbursements			
B027080	06/30/21		
8100	FEDERAL REVENUES	(2,216,522)	
7000	OTHER OUTGO		(2,216,522)
Total Reference B027080		\$(2,216,522)	\$(2,216,522)
Reason: Special Project Adjustment			
Description: Update budget to align with G5 for year-end closing			

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/28/2021 To 06/30/2021
Board Meeting on 08/09/2021

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
Fund 74: Student Financial Aid Fund			
B027085	06/30/21		
8600	STATE REVENUES	276,616	
7000	OTHER OUTGO		276,616
Total Reference B027085		\$276,616	\$276,616
Reason: Special Project Adjustment			
Description: SSCG #74-2554 PY budget update			
B027086	06/30/21		
8600	STATE REVENUES	449,637	
7000	OTHER OUTGO		449,637
Total Reference B027086		\$449,637	\$449,637
Reason: Special Project Adjustment			
Description: Update budget to align with disbursements			
B027088	06/30/21		
8100	FEDERAL REVENUES	(149,474)	
7000	OTHER OUTGO		(149,474)
Total Reference B027088		\$(149,474)	\$(149,474)
Reason: Special Project Adjustment			
Description: Adjust budget to align with G5 fund authorization \$478,326			
BC8G6D4HTA	06/30/21		
8600	STATE REVENUES	(283,229)	
7000	OTHER OUTGO		(283,229)
Total Reference BC8G6D4HTA		\$(283,229)	\$(283,229)
Reason: Special Project Adjustment			
Description: Adjusting FY20-21 revenue account (Project 2162)			
BCLDTM1RWC	06/30/21		
8600	STATE REVENUES	(110,319)	
7000	OTHER OUTGO		(110,319)
Total Reference BCLDTM1RWC		\$(110,319)	\$(110,319)
Reason: Special Project Adjustment			
Description: Adjusting revenue account for Fund 74, move to Fund 12			
BCQ26RJP0I	06/30/21		
8600	STATE REVENUES	129,700	
7000	OTHER OUTGO		129,700
Total Reference BCQ26RJP0I		\$129,700	\$129,700
Reason: Special Project Adjustment			
Description: Increase the revenue account for SCC California College Promise PY			
BCSNF2KPUB	06/30/21		
8100	FEDERAL REVENUES	149,474	
7000	OTHER OUTGO		149,474
Total Reference BCSNF2KPUB		\$149,474	\$149,474
Reason: Correction			
Description: Correct the revenue account (Fund 1402, SAC)			

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 06/28/2021 To 06/30/2021
Board Meeting on 08/09/2021

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 89: Fiscal Agent Custodian Fund</u>		
GLBUBD210001 06/30/21		
8900 OTHER FINANCING SOURCES	20,000,000	
8800 LOCAL REVENUES	4,951	
5000 OTHER OPERATING EXP & SERVICES		4,951
7000 OTHER OUTGO		20,000,000
Total Reference GLBUBD210001	\$20,004,951	\$20,004,951
Reason: Special Project Adjustment		
Description: Setting up budget for new Prop 98 FA funds		
GLBUBD210002 06/30/21		
8900 OTHER FINANCING SOURCES	44,086,361	
8800 LOCAL REVENUES	2,326	
5000 OTHER OPERATING EXP & SERVICES		1,697,956
7000 OTHER OUTGO		42,390,731
Total Reference GLBUBD210002	\$44,088,687	\$44,088,687
Reason: Special Project Adjustment		
Description: Transferring six FA grants from Fund 12 to Fund 89		

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 06/28/2021 To 06/30/2021
Board Meeting on 08/09/2021**

BACKGROUND

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

ANALYSIS

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

INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/30/21	J064992	Loss of parking revenue due to COVID - HEERF II SAC portion period: March 2021-June 2021	140,171.37
06/30/21	J064993	Loss of parking revenue due to COVID - HEERF II SCC portion period: March 2021-June 2021	60,073.44
06/30/21	J065472	Underspent Data Science Tools - Fd 11 to Fd 12	0.33
06/30/21	J065473	Underspent SWP 17/18 - Fd 11 to Fd 12	1.36
06/30/21	J065493	Underspent SWP 17/18 - Fd 11 to Fd 12	52.25
06/30/21	J065494	Overspent College Textbook Affordability - Fd 12 to Fd 11	0.01
06/30/21	J065513	Underspent Textbook Affordability AB - Fd 12 to Fd 11	0.56
06/30/21	J065514	Underspent TTIP-Tech Access TCO - Fd 12 to Fd 11	0.19
06/30/21	J065515	Underspent VRC Ongoing Funding 2018 (SAC) - Fd 12 to Fd 11	2.55
06/30/21	J065516	Underspent Certificated Nurse Asst-Trng (OEC) - Fd 12 to Fd 11	2.71
06/30/21	J065517	Underspent MCHS PY - Fd 12 to Fd 11	26.27
06/30/21	J065532	Overspent Nursing program support - Fd 12 to Fd 11	72.80
06/30/21	J065533	Overspent TANF (SCC) - Fd 12 to Fd 11	0.63
06/30/21	J065559	Loss of facilities rental revenue at SAC due to COVID - HEERF II Fd12 to Fd13 period: 03/13/2020-06/30/2021	51,803.00
06/30/21	J065590	Overspent SBA CSUF 2020 - Fd 12 to Fd 11	3.87
06/30/21	J065636	Overspent VRC Grant Program - SCC - Fd 12 to Fd 11	8.41
06/30/21	J065639	Underspent CTE IC (VTEA) - Administration - Fd 11 to Fd 12	0.10
06/30/21	J065640	Underspent CTE IC (VTEA) - Nursing RN - Fd 11 to Fd 12	0.22
06/30/21	J065641	Overspent CTE IC (VTEA) - Curriculum instruction & support - Fd 12 to Fd 11	0.44
06/30/21	J065642	Underspent CTE IC (VTEA) - Culinary Arts - Fd 11 to Fd 12	0.36
06/30/21	J065643	Overspent CTE IC (VTEA) - Professional Development - Fd 12 to Fd 11	0.41
06/30/21	J065644	Underspent CTE IC (VTEA) - Welding Technology - Fd 11 to Fd 12	0.46
06/30/21	J065646	Underspent CTE IC (VTEA) - Admin of Justice - Fd 11 to Fd 12	0.23
06/30/21	J065647	Underspent CTE IC (VTEA) - Diesel Technology - Fd 11 to Fd 12	0.32
06/30/21	J065648	Underspent CTE IC (VTEA) - Medical Assisting - Fd 11 to Fd 12	0.32
06/30/21	J065649	Overspent CTE IC (VTEA) - SAC - Certified Nurse Assistant - Fd 12 to Fd 11	0.08
06/30/21	J065650	Underspent CTE IC (VTEA) - SCC - Certified Nurse Assistant - Fd 11 to Fd 12	0.14
06/30/21	J065667	Underspent CARE (SCC) - Fd 11 to Fd 12	0.50
06/30/21	J065668	Underspent CARE PY (SAC) - Fd 11 to Fd 12	26.98
06/30/21	J065690	Underspent Hunger-free Campus SCC - Fd 11 to Fd 12	0.30
06/30/21	J065725	Loss of Health Service revenue @ SAC due to COVID - HEERF II Fd 12 period: 04/01/2021-06/30/2021	4,244.05
06/30/21	J065732	Overspent WIOA 243 ENG Literacy and Civic Ed - Fd 12 to Fd 11	270.31
06/30/21	J065734	Overspent WIOA Jail 225 ENG as a second language - Fd12 to Fd11	97.22
06/30/21	J065741	Overspent WIOA Adult Secondary Ed/GED - Fd 12 to Fd 11	12.52
06/30/21	J065745	Overspent WIOA 231 ENG as a second language - Fd 12 to Fd 11	5.77

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 06/28/2021 To 06/30/2021
Board Meeting on 08/09/2021**

INTRAFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/30/21	J065746	Overspent WIOA 231 ENG as a second Language - Fd 12 to Fd 11	0.30
06/30/21	J065747	Overspent WIOA 243 ENG Literacy and Civic Ed - Fd 12 to Fd 11	123.42
06/30/21	J065751	Overspent WIOA Jail 225 ENG as a second language - Fd 12 to Fd 11	0.51
06/30/21	J065768	Underspent Student Equity (SAC) - Fd 11 to Fd 12	0.04
06/30/21	J065769	Underspent 3SP Matriculation (SAC) - Fd 11 to Fd 12	0.18
06/30/21	J065770	Overspent 3SP Non-Credit (SAC) - Fd 12 to Fd 11	5.53
06/30/21	J065771	Overspent BSI (SAC) - Fd 12 to Fd 11	2.67
06/30/21	J065772	Overspent Certificated Nurse Asst-Trng (CEC) - Fd 12 to Fd 11	1.23
06/30/21	J065780	Overspent EOPS PY (SCC) - Fd 12 to Fd 11	93.88
06/30/21	J065823	Underspent Mental Health Support 18-19 - Fd 11 to Fd 12	0.04
06/30/21	J065825	Underspent Innovation & Effectiveness - Fd 11 to Fd 12	0.48
06/30/21	J065838	Underspent CA Campus Catalyst Fund - Fd 11 to Fd 12	23.61
06/30/21	J065847	Overspent SEA Project (SCC) - FD12 to FD11	2.02
06/30/21	J065886	Overspent SAC Song Brown - Fd 12 to Fd 11	2.43
06/30/21	J066019	Overspent Song-Brown Act RN Ed Prog - Fd 12 to Fd 11	1.11
06/30/21	J066027	Underspent REI Pacific Clinics - Fd 11 to Fd 12	6,712.01
06/30/21	J066034	Overspent CA Adult Ed Program 19-20 (SAC) - Fd 12 to Fd 11	0.46
06/30/21	J066037	Overspent GO-BIZ Capital Infusion Program (CIP) - Fd 12 to Fd 11	654.03

INTERFUND TRANSFERS

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
06/30/21	J064994	Loss of parking revenue due to COVID Fd79 - HEERF II SAC portion period: March 2021-June 2021	186,888.13
06/30/21	J064995	Loss of parking revenue due to COVID FD79 - HEERF II SCC portion period: March 2021-June 2021	80,094.91
06/30/21	J065174	Record interfund transfer from Fd11 to Fd41 for SP2398 (RHR-Health Sciences)	2,500,000.00
06/30/21	J065390	Loss bookstore revenue at SCC due to COVID - HEERF II Fd12 to Fd31 period: 04/01/2021-06/30/2021	184,344.12
06/30/21	J065555	Loss of theatre revenue at SAC due to COVID - HEERF II Fd12 to Fd81 period: 03/13/2020-06/30/2021	25,771.96
06/30/21	J065556	Loss of planetarium revenue at SAC due to COVID - HEERF II Fd12 to Fd79 period: 04/01/2020-06/30/2021	19,612.57
06/30/21	J065557	Loss of Community Ed revenue at SAC due to COVID - HEERF II Fd12 to Fd76 period: 04/01/2021-06/30/2021	43,248.00
06/30/21	J065558	Loss of bookstore revenue at SAC due to COVID - HEERF II Fd12 to Fd31 period: 04/01/2021-06/30/2021	351,485.53
06/30/21	J065560	Loss of coffee cart revenue at SAC due to COVID - HEERF Fd12 to Fd79 period: 03/13/2020-06/30/2021	15,419.00
06/30/21	J065561	Loss of athletic event revenue at SAC due to COVID - HEERF Fd12 to Fd81 period: 03/13/2020-06/30/2021	28,861.45

RECOMMENDATION

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Public Hearing for the 2021/2022 Proposed Adopted Budget	
Action:	Request for Approval	

BACKGROUND

The California Code of Regulations, Title 5, Sections 58301 and 58305 require the governing board of each community college district to hold a public hearing and adopt a final budget on or before the fifteenth of September of each year.

ANALYSIS

The adoption of the 2021/2022 Rancho Santiago Community College District budget is scheduled for the September 13, 2021 Board meeting. In accordance with the CCR Title 5, §58301, the governing board of each district shall hold a public hearing on the proposed adopted budget prior to the adoption of the proposed budget. This will provide members of the public with advanced notice of the public hearing at the September 13 Board meeting.

The proposed 2021/2022 Adopted Budget will be available for public display and review the last three work days of the week prior to the September 13 Board of Trustees meeting at the District Office, 2323 N. Broadway, on the 4th floor reception area between the hours of 8:00 a.m. and 5:00 p.m.

RECOMMENDATION

It is recommended the Board of Trustees hold a public hearing on the 2021/2022 proposed Adopted Budget at the September 13, 2021 Board of Trustees meeting.

Fiscal Impact:	Not Applicable	Board Date: August 9, 2021
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of the 2021/2022 Proposed Adopted Budget Assumptions	
Action:	Request for Approval	

BACKGROUND

At this meeting it is recommended the Board of Trustees review the latest budget assumptions for use in completing the Proposed 2021/2022 Adopted Budget. These assumptions have been reviewed and recommended by both the Fiscal Resources Committee and District Council.

ANALYSIS

The Proposed Adopted Budget Assumptions have been updated since the Tentative Budget Assumptions with any new information known at this time. The governor signed the budget act on July 12 and trailer bills and other details are still being worked on. The approved State budget allocates a Cost of Living Adjustment (COLA) of 5.07% and fully pays down the deferrals from the prior year. In addition, the hold harmless provision of the Student Centered Funding Formula was extended by one additional year through 2024/2025. The budget assumptions provide for a balanced budget using \$2.3 million in one-time Higher Education Emergency Relief Funding (HEERF). We will update the assumptions as additional information becomes available while we continue the process of preparing the Adopted Budget.

RECOMMENDATION

It is recommended the Board of Trustees approve the Adopted Budget Assumptions for the 2021/2022 fiscal year as presented.

Fiscal Impact:	TBD	Board Date: August 9, 2021
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2021/22 Adopted Budget Assumptions
July 28, 2021**

I. State Revenue

A. Budgeting will begin using the new Student Centered Funding Formula (SCFF) at the hold harmless provision for the 2017/18 Total Computational Revenue plus outyear cost of living adjustments (COLA) as we are a hold harmless district less estimated deficit factor.

B. FTES Workload Measure Assumptions:

Year	Base	Actual	Funded	Actual Growth
2015/16	28,908.08	28,901.64	28,901.64	-0.02%
2016/17	28,901.64	27,517.31	28,901.64	-4.79%
2017/18	28,901.64	29,378.53	29,375.93	1.65%
2018/19	P3	25,925.52	28,068.86	-11.75%
2019/20	P3	27,028.98	26,889.30	4.26%
2020/21	P3	24,962.90		-7.64%

a - based on submitted P3, District went into Stabilization in FY 2016/17

b - based on submitted P3, the district shifted 1,392.91 FTES from summer 2018

c - To maintain the 2015/16 funding level and produce growth FTES in 2017/18, the district borrowed from summer 2018 which reduced FTES in 2018/19.

The governor's state budget proposal includes .5% systemwide growth funding, 5.07% COLA, and no base allocation increase. The components now remain at 70/20/10 split with funded COLA added to all metrics each year. Any changes to our funding related to the SCFF will be incorporated when known.

Projected COLA of 5.07%	\$8,864,293
Projected Growth/Access	\$0
Deficit Factor (2%)	(\$3,674,048)
Apportionment Base Incr (Decr) for 2020/21	<u>\$5,190,245</u>

2021/22 Potential Growth at 0.5%	<u>27,164</u>
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C. Education Protection Account (EPA) funding estimated at \$36,656,734 based on 2021/22 @ Advance. These are not additional funds. The EPA is only a portion of general purpose funds that offsets what would otherwise be state aid in the apportionments. We intend to charge a portion of faculty salaries to this funding source in compliance with EPA requirements.

D. Unrestricted lottery is projected at \$163 per FTES (\$4,143,784). Restricted lottery at \$65 per FTES (\$1,652,429). (2020/21 @ P3 of resident & nonresident factored FTES, 25,421.99 x \$163 = \$4,143,784 unrestricted lottery; 25,421.99 x \$65 = \$1,652,429.) Increase of \$1,302.

E. Estimated reimbursement for part-time faculty compensation is estimated at \$607,563 (2021/22 @ Advance). Increase of \$149,004.

F. Categorical programs will continue to be budgeted separately; self-supporting, matching revenues and expenditures. COLA is being proposed on certain categorical programs. Without COLA, other categorical reductions would be required to remain in balance if settlements are reached with bargaining groups. The colleges will need to budget for any program match requirements using unrestricted funds.

G. College Promise Grants (BOG fee waivers 2% administration) funding estimated at 2021/22 @ Advance of \$275,040. Slight decrease.

H. Mandates Block Grant estimated at a total budget of \$779,692 (\$30.67 x 25,421.99). Decrease of \$90,231. No additional one-time allocation proposed.

II. Other Revenue

I. Non-Resident Tuition budgeted at \$2,700,000. (SAC \$2,000,000, SCC \$700,000). Increase of \$800,000.

J. Interest earnings estimated at \$1,000,000. Decrease of \$400,000.

K. Other miscellaneous income (includes fines, fees, rents, etc.) is estimated at approximately \$407,680. Unchanged.

L. Apprenticeship revenue estimated at \$3,951,786. Unchanged. (Corresponding expenses are also budgeted for additional apprenticeship course offerings.)

M. Scheduled Maintenance/Instructional Equipment allocation. \$11 million estimated in the state budget.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
2021/22 Adopted Budget Assumptions
July 28, 2021**

III. Appropriations and Expenditures

- A. As the District's budget model is a revenue allocation model, revenues flow through the model to the colleges as earned. The colleges have the responsibility, within their earned revenue, to budget for ALL necessary expenditures including but not limited to all full time and part time employees, utilities, instructional services agreements, multi-year maintenance and other contracts, supplies, equipment and other operating costs.
- B. The state is providing 5.07% Cost of Living Allowance (COLA). COLA of 4% was negotiated for FARSCCD & CSEA bargaining groups. COLA of 3% for Management. This salary increase excludes employees who took the Supplemental Retirement Program (SRP). The College will need to budget for bargained increased costs in Salaries and Benefits for part-time employees. The estimated cost of a 1% salary increase is \$1.92 million for all funds. The estimated cost of a 1% salary increase is \$1.47 million for the unrestricted general fund.
- C. Step and column movement is budgeted at an additional cost of approximately \$1.30 million including benefits for FD 11 & 13 (FARSCCD approximate cost \$487,405 CSEA approximate cost \$439,025, Management/Other approximate cost \$376,085) For all funds, it is estimated to = \$1.78 million (FARSCCD = \$575,363, CSEA = \$703,059, Management/Others = \$504,457) In addition, the colleges would need to budget for step/column increases for P/T faculty.
- D. Health and Welfare benefit premium cost increase as of 1/1/2022 is estimated at 3.5% for an additional cost of approximately \$859,571 for active employees and a reduction of \$440,379 for retirees, for a combined increase of \$419,192 for unrestricted general fund. The additional cost increase for all funds is estimated to = \$1,130,585
State Unemployment Insurance local experience charges are estimated at \$250,000 (2019/20 budgeted amount). Unchanged.
CalSTRS employer contribution rate will increase in 2021/22 from 16.15% to 16.92% for an increase of \$573,989.
(Note: The cost of each 1% increase in the STRS rate is approximately \$740,000.)
CalPERS employer contribution rate will increase in 2021/22 from 20.70% to 22.91% for an increase of \$877,511.
(Note: The cost of each 1% increase in the PERS rate is approximately \$390,000.)
- E. The full-time faculty obligation (FON) for Fall 2021 has not been calculated at this time. The Fall 2020 report indicated the District was 33.8 faculty over its FON. This number will be reduced based on faculty taking the SRP. The current cost for a new position is budgeted at Class VI, Step 12 at approximately \$156,349. Penalties for not meeting the obligation amount to approximately \$82,754 per FTE not filled. Each faculty hired over the FON adds cost of \$101,463 (\$156,349 - \$54,886).
- F. The current rate per Lecture Hour Equivalent (LHE) effective 7/1/21 for hourly faculty is \$1,513. Increase of \$58 per LHE. (Total cost of salary and benefits of part-time faculty to teach 30 LHE = \$54,886)
- G. Retiree Health Benefit Fund (OPEB/GASB 75 Obligation) - The calculated Actuarially Determined Contribution (ADC) for FY 2021/22 is estimated to be \$10,478,640. The District will therefore increase the employer payroll contribution rate of 1.10% to 2.00% of total salaries. This increases of \$1,036,245 to the unrestricted general fund and \$1,456,616 for all funds.
- H. Capital Outlay Fund - The District will continue to budget \$1.5 million for capital outlay needs.
- I. Utilities cost increases of 2.5%, estimated at \$100,000.
- J. Information Technology licensing contract escalation cost of 7%, estimated at \$125,000.
- K. Property and Liability Insurance transfer estimated at \$1,970,000. Unchanged.
- L. Other additional DS/Institutional Cost expenses:
- | | Ongoing Cost | One-time Cost |
|-------------------------|--------------|---------------|
| ODEI/Leadership Academy | \$ 518,379 | |
| DMC Operating Cost | \$ 96,682 | \$ 71,500 |
- M. Fifth contribution of Santiago Canyon College ADA Settlement expenses of \$2 million from available one-time funds.

Rancho Santiago Community College District Unrestricted General Fund Summary 2021/22 Adopted Budget Assumptions July 28, 2021
--

*	<u>New Revenues</u>	Ongoing Only	One-Time
A	Student Centered Funding Formula		
B	Projected COLA of 5.07%	\$8,864,293	
B	Growth	\$0	
B	Deficit Factor (2%) - additional	(\$177,286)	
D	Unrestricted Lottery	\$1,302	
H	Mandates Block Grant	(\$90,231)	
I	Non-Resident Tuition	\$800,000	
J	Interest Earnings	(\$400,000)	
L	Apprenticeship - SCC	\$0	
EGK	Misc Income	\$145,548	
	Total	\$9,143,626	\$0
	<u>New Expenditures</u>		
B	Salary Schedule Increases/Collective Bargaining **	\$3,985,266	
C	Step/Column	\$1,302,515	
D	Health and Welfare/Benefits Increase (3.5%)	\$859,571	
D	H/W Estimated Savings due to Retiree Companion Care	(\$440,379)	
D	CalSTRS Increase	\$573,989	
D	CalPERS Increase	\$877,511	
E	Full Time Faculty Obligation Hires	\$0	
E/F	Hourly Faculty Budgets (Match Budget to Actual Expense)	\$0	
G	Increased Cost of Retiree Health Benefit ADC	\$1,036,245	
H	Capital Outlay/Scheduled Maintenance Contribution	\$0	
I	Utilities Increase	\$100,000	
J	ITS Licensing/Contract Escalation Cost	\$125,000	
K	Property, Liability and All Risks Insurance	\$0	
II.L	Apprenticeship - SCC	\$0	
L	Other Additional DS/Institutional Costs	\$615,061	\$71,500
M	SCC ADA Settlement Costs	\$0	\$2,000,000
	Total	\$9,034,779	\$2,071,500
	2021/22 Budget Year Unallocated (Deficit)	\$108,846	
	2020/21 Structural Unallocated (Deficit)	(\$2,228,268)	
	Summer 2021 Est. Utilities Savings for 4/10 work schedule	\$120,000	
	Unemployment rate change from 0.05% to 0.50%	(\$517,410)	
	HEERF transfer for SUI increase	\$517,410	
	HEERF Indirect Cost Revenue Offset	\$2,358,623	
	SRP 1 Estimated Savings		
	SRP 2 Estimated Savings		
	Other Estimated Expense	(\$359,201)	
	Total Net Unallocated (Deficit)	\$0	(\$2,071,500)

In addition, as both college budgets for adjunct faculty have been underbudgeted in total by approximately \$6.5 million, the colleges need to appropriately fund adjunct faculty costs tied to the class schedules offered and prior year actual costs when adjusted for new full-time faculty hired.

* Reference to budget assumption number

** 4% for FARSCCD/CSEA/CEFA and 3% for Management

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: August 9, 2021
Re:	Quarterly Investment Report as of June 30, 2021	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended June 30, 2021 is submitted in accordance with Section 53646(b) of the Government Code. The District's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF). In addition, the OPEB Irrevocable Trust is managed by Public Agency Retirement Services (PARS) and invested with Vanguard funds.

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following documents: (1) the Statement of Cash as of June 30, 2021 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended June 30, 2021, (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" and Performance Report for the period ending June 30, 2021, and (4) a copy of the District's OPEB Post-employment Benefits Trust account report for the period ending June 30, 2021 from PARS.

All investments for the quarter ended June 30, 2021 are in accordance with Board Policy 6320, and there has been no change in the policy during this quarter.

RECOMMENDATION

The quarterly investment report as of June 30, 2021 is presented as information.

Fiscal Impact:	None	Board Date: August 9, 2021
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

Rancho Santiago Community College District
Statement of Cash
June 30, 2021

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	14,207,674	0.599%	April - June	3.74%
Bond Sinking Funds	33,490,114	0.599%	April - June	8.81%
All Other Funds	325,281,119	0.599%	April - June	85.53%
Local Agency Investment Fund (LAIF)	162,781	0.33%	April - June	0.04%
Revolving Fund, Refundable Deposits and Cash in Banks	7,189,260	0.50%	April - June	1.89%
	<u>380,330,948</u>			<u>100.00%</u>

Rancho Santiago Community College District
Cash Position
 June 30, 2021

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County-Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 912X	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12 & 13)	1	11/12/13	174,190,056				5,331,665	100,000			179,621,721
Child Development Fund	12	33	2,446,871				12,914				2,459,785
Bond Fund Measure Q	23	43	14,207,674								14,207,674
Bond Int & Red Fund	31	21-24				33,490,114					33,490,114
Capital Outlay Projects Fund	40	41	95,659,118				5,384				95,664,502
Workers' Compensation Fund	68	62	4,009,223						60,000		4,069,223
Property and Liability Fund	70	61	5,852,499						75,000		5,927,499
Retiree Benefits Fund	71	63	41,723,493							162,781	41,886,274
Student Financial Aid	74	74	1,399,859				1,604,297				3,004,156
Totals			339,488,793	-	-	33,490,114	6,954,260	100,000	135,000	162,781	380,330,948

4.5 (3)

INTERDEPARTMENTAL COMMUNICATION

Date: July 19, 2021

To: Chairman Andrew Do
Vice Chairman Doug Chaffee
Supervisor Katrina Foley
Supervisor Donald P. Wagner
Supervisor Lisa A. Bartlett

From: Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM

Subject: Treasurer's Investment Report for the Month Ended June 30, 2021

The Treasurer's Investment Report for the month ended June 30, 2021 is attached, is online at ocgov.com/ocinvestments and is provided in compliance with California Government Code Sections 53607, 53646 and 27134 and the County's Investment Policy Statement (IPS). This report contains various charts and information.

INVESTMENT POOL COMPOSITION

The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool (OCIP) that includes the Voluntary Participants' funds, the Orange County Educational Investment Pool (OCEIP), the John Wayne Airport Investment Fund and various other specific non-pooled investment funds. Investment of these public funds by the County Treasurer is based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner that will provide for maximum security of principal invested with secondary emphasis on providing adequate liquidity to pool participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all statutes and resolutions governing the investment of public funds.

The County Treasurer currently maintains four funds, the Orange County Money Market Fund (OCMMF), the Orange County Educational Money Market Fund (OCEMMF), the John Wayne Airport Investment Fund and the Extended Fund. Standard & Poor's, on December 16, 2020 reaffirmed their highest rating of AAAM on the OCMMF and the OCEMMF. The OCIP is comprised of the OCMMF and portions of the Extended Fund. The OCEIP is comprised of the OCMMF and portions of the Extended Fund.

The maximum maturity of investments for the OCMMF and the OCEMMF is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 12 and 15 days respectively. The maximum maturity of investments for the John Wayne Airport Investment Fund is 15 months, with a maximum WAM of 90 days, and a current WAM of 77 days. The maximum maturity of the Extended Fund is five years, with duration not to exceed 1.5 years, and the duration is currently at 1.04 years. The investments in all of the funds are marked to market daily to calculate the daily fair value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

ECONOMIC UPDATE

In June 2021, the job market added 850,000 jobs, and May's job numbers were revised upward by 24,000 to 583,000. The U.S. unemployment rate for June increased to 5.9% from 5.8% in May. The Empire State Manufacturing Index decreased to 17.4 in June from 24.3 in May. The Philadelphia Fed Index decreased to 30.7 in June from 31.5 in May. The Federal Reserve uses these indexes as regional economic gauges, and a reading above zero signals economic expansion. The index for pending home sales increased 13.9% on a year-over-year basis in May, down from 53.7% (revised) in April.

The 10-year Treasury rate decreased from 1.58% in May to 1.45% in June. The short-term 90-day T-bill rate increased from 0.01% in May to 0.05% in June. The rate on the 2-year Treasury note increased from 0.14% in May to 0.25% at the end of June.

INVESTMENT INTEREST YIELDS AND FORECAST

The gross and net year-to-date yields for fiscal year 2020/2021 were 0.80% and 0.75% for OCIP and 0.83% and 0.77% for OCEIP, slightly higher than the revised forecast gross yields of 0.79% for both OCIP and OCEIP. We expect to provide our forecasted gross and net yields for fiscal year 2021/2022 next month.

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

Monthly, the County Treasurer apportions the accrued interest earnings. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution for April 2021, May 2021 and June 2021 interest apportionments are expected to be paid July 2021, August 2021 and September 2021 respectively. The investment administrative fee (Fee) for fiscal year 2020/2021 is estimated at 5.5 basis points. The estimated Fee for fiscal year 2021/2022 will be provided next month and is not expected to be significantly different than the estimated fiscal year 2020/2021 Fee of 5.8 basis points.

TEMPORARY TRANSFERS

The County Treasurer, as required by Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 15-016, is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. Temporary transfers from the OCEIP total \$10 million and will be repaid by October 31, 2021.

PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS

Under guidelines outlined in the current IPS, the County Treasurer may invest in "AA" or above rated securities issued by municipalities. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. The Investment Pools may invest no more than 5% of individual pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$484.8 million in County of Orange debt, which represents approximately 4.5% of total pooled assets. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

COMPLIANCE SUMMARY

The investment portfolios had no IPS compliance exceptions in the month of June, 2021. On June 8, 2021, the Auditor-Controller (A-C) issued a Management Letter on the Review of the Schedule of Assets Held by the County Treasury as of December 31, 2020 that identified a significant deficiency relating to the accounting treatment of an investment. The Treasurer is in the middle of the investment accounting software upgrade and has several bank accounts and money market mutual fund accounts at the County's depository and custodial banks that have minimal transaction activity and are planned to be set-up in the investment accounting system after go-live. These accounts are recorded as reconciling items and included properly in financial and compliance reporting by the Treasurer.

CREDIT UPDATE

During June, there were no changes to the Treasurer's Approved Issuer List. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly and annual basis.

I certify that this report includes all pooled and non-pooled investments as of June 30, 2021 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on November 17, 2020. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures

cc: Distribution List

ORANGE COUNTY TREASURER-TAX COLLECTOR

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	JUNE 2021	MAY 2021	INCREASE (DECREASE)	NET CHANGE %	JUNE 2020	INCREASE (DECREASE)	NET CHANGE %
<u>Orange County Investment Pool (OCIP)</u>							
End Of Month Market Value ¹	\$ 5,395,664,847	\$ 5,784,285,020	\$ (388,620,173)	-6.719%	\$5,000,216,064	\$ 395,448,783	7.909%
End Of Month Book Value	\$ 5,384,072,643	\$ 5,766,782,484	\$ (382,709,841)	-6.636%	\$4,958,626,803	\$ 425,445,840	8.580%
Monthly Average Balance	\$ 5,535,624,812	\$ 5,816,097,137	\$ (280,472,325)	-4.822%	\$5,141,369,946	\$ 394,254,866	7.668%
Year-To-Date Average Balance ²	\$ 5,336,992,533	\$ 5,318,935,053	\$ 18,057,480	0.339%	\$4,730,379,557	\$ 606,612,976	12.824%
Monthly Accrued Earnings ³	\$ 2,798,503	\$ 2,815,465	\$ (16,962)	-0.602%	\$5,338,738	\$ (2,540,235)	-47.581%
Monthly Net Yield ³	0.588%	0.503%	0.085%	16.899%	1.216%	-0.628%	-51.645%
Year-To-Date Net Yield ³	0.747%	0.762%	-0.015%	-1.944%	1.810%	-1.063%	-58.721%
Annual Estimated Gross Yield ³	0.790%	0.790%	0.000%	0.000%	1.868%	-1.078%	-57.705%
Weighted Average Maturity (WAM) ⁴	400	391	9	2.340%	289	111	38.460%
<u>Orange County Educational Investment Pool (OCEIP)</u>							
End Of Month Market Value ¹	\$ 5,343,699,918	\$ 5,304,435,174	\$ 39,264,744	0.740%	\$5,199,797,248	\$ 143,902,670	2.767%
End Of Month Book Value	\$ 5,332,968,197	\$ 5,288,393,671	\$ 44,574,526	0.843%	\$5,160,065,306	\$ 172,902,891	3.351%
Monthly Average Balance	\$ 5,280,522,445	\$ 5,525,235,448	\$ (244,713,003)	-4.429%	\$5,237,346,838	\$ 43,175,607	0.824%
Year-To-Date Average Balance	\$ 5,235,851,642	\$ 5,231,790,660	\$ 4,060,982	0.078%	\$5,142,130,053	\$ 93,721,589	1.823%
Monthly Accrued Earnings ³	\$ 2,616,460	\$ 2,762,842	\$ (146,381)	-5.298%	\$5,251,724	\$ (2,635,264)	-50.179%
Monthly Net Yield ³	0.579%	0.518%	0.061%	11.776%	1.169%	-0.590%	-50.470%
Year-To-Date Net Yield ³	0.771%	0.789%	-0.018%	-2.243%	1.870%	-1.099%	-58.759%
Annual Estimated Gross Yield ³	0.790%	0.790%	0.000%	0.000%	1.928%	-1.138%	-59.026%
Weighted Average Maturity (WAM) ⁴	375	390	(15)	-3.774%	266	109	41.083%

¹ Market values provided by Bloomberg and Northern Trust.

² The OCIP Year-To-Date Average Balance was higher than the prior year primarily due to slightly higher property tax receipts, higher voluntary pool participants balances and higher special revenue balances.

³ The OCIP and OCEIP Monthly Net Yields were higher than the previous month due increases in duration resulting in increases in yield. The OCIP and OCEIP Monthly Accrued Earnings, Monthly Net Yields, Year-To-Date Net Yields and Annual Estimated Gross Yields were lower than the prior year primarily due to the five Federal Reserve short-term rate cuts totaling 2.25% since June 2019. The OCIP and OCEIP Annual Estimated Gross Yields for April 2020 are reported at the actual annual adjusted gross yields for FY 19-20.

⁴ The OCIP and OCEIP WAMs increased from the prior year as portfolio duration is being extended as current adequate liquidity is sufficient to cover expected expenditures.

4.5 (6)

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH, QUARTER, AND FISCAL YEAR ENDED: JUNE 30, 2021

INVESTMENT STATISTICS - By Investment Pool

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 6/30/2021	MONTHLY Gross Yield	QUARTERLY Average Yield	ANNUAL Average Yield	Current NAV
Orange County Investment Pool (OCIP)	MARKET Value \$ 5,395,664,847	400	0.624%	0.598%	0.566%	0.802%	1.0022
	COST (Capital) \$ 5,385,120,668						
	MONTHLY AVG Balance \$ 5,535,624,812						
	QUARTERLY AVG Balance \$ 5,855,372,147						
	ANNUAL AVG Balance \$ 5,336,992,533						
	BOOK Value \$ 5,384,072,643						
	MARKET Value \$ 5,343,699,918						
Orange County Educational Investment Pool (OCEIP)	COST (Capital) \$ 5,333,938,087	375	0.604%	0.589%	0.599%	0.826%	1.0020
	MONTHLY AVG Balance \$ 5,280,522,445						
	QUARTERLY AVG Balance \$ 5,425,211,958						
	ANNUAL AVG Balance \$ 5,235,851,642						
	BOOK Value \$ 5,332,968,197						
	MARKET Value \$ 5,343,699,918						
	COST (Capital) \$ 5,333,938,087						

INVESTMENT STATISTICS - Non Pooled Investments⁽¹⁾

DESCRIPTION	CURRENT BALANCE	INVESTMENT BALANCES AT COST	
Specific Investment			
Funds:	MARKET Value \$ 112,334,333	John Wayne Airport Investment Fund	\$ 53,347,292
283, FVSD, CCCD	COST (Capital) \$ 110,423,745	Fountain Valley School District Fund 40	34,704,859
	MONTHLY AVG Balance \$ 110,410,094	CCCD Series 2017E Bonds	22,371,594
	QUARTERLY AVG Balance \$ 110,358,442		
	ANNUAL AVG Balance \$ 109,761,332		
	BOOK Value \$ 109,919,643		
			\$ 110,423,745

MONTH END TOTALS

INVESTMENTS & CASH		INVESTMENTS & CASH	
COUNTY MONEY MARKET FUND (OCMMF)			
County Money Market Fund	\$ 405,187,317	OCIP	\$ 5,497,521,385
County Cash & Cash Equivalent	\$ 112,400,717	OCEIP	5,420,574,799
EXTENDED FUND	\$ 9,591,106,027	Specific Investment Funds	110,423,745
EDUCATIONAL MONEY MARKET FUND (OCEMMF)		Non-Pooled Cash & Cash Equivalent	17,252,819
Educational Money Market Fund	\$ 722,765,411		
Educational Cash & Cash Equivalent	\$ 86,636,712		
NON-POOLED INVESTMENTS & CASH			
Non-Pooled Investments @ Cost	\$ 110,423,745		
Non-Pooled Cash & Cash Equivalent	\$ 17,252,819		
	\$ 11,045,772,748		\$ 11,045,772,748

KEY POOL STATISTICS

INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
OCIP - MONTHLY GROSS YIELD	0.008%	OCIP	12
OCEIP - MONTHLY GROSS YIELD	0.011%	OCEIP	15
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	0.043%	JOHN WAYNE AIRPORT WAM	77
90-DAY T-BILL YIELD - MONTHLY AVERAGE	0.031%	LGIP WAM (Standard & Poors)	47
OCIP - YTD NET YIELD ⁽²⁾	0.747%		
OCEIP - YTD NET YIELD ⁽²⁾	0.771%		

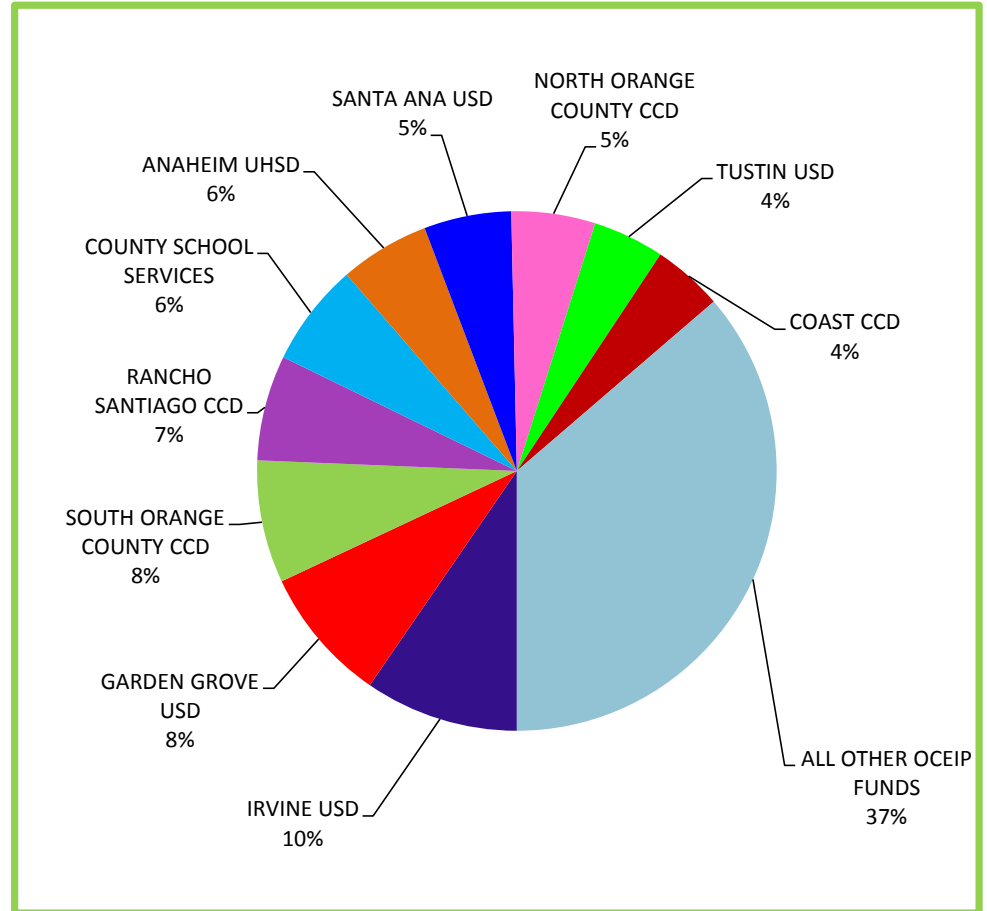
(1) Specific non-pooled investments are reported in compliance with Government Code Section 53646 (b)(1). Detailed descriptions are included in the inventory listing.

(2) The Net Yield differs from the Monthly Gross Yield as it includes the Treasury Investment administrative fees.

**ORANGE COUNTY EDUCATIONAL INVESTMENT POOL
TOP TEN POOL PARTICIPANTS
AS OF JUNE 30, 2021**

DISTRICT #	SCHOOL DISTRICT	BALANCE ⁽¹⁾
75	IRVINE USD	\$ 519,157,042 (1)
72	GARDEN GROVE USD	457,665,348 (1)
96	SOUTH ORANGE COUNTY CCD	413,769,984
92	RANCHO SANTIAGO CCD	355,659,766 (1)
94	COUNTY SCHOOL SERVICES	348,082,744
64	ANAHEIM UHSD	302,901,634 (1)
84	SANTA ANA USD	294,455,357 (1)
88	NORTH ORANGE COUNTY CCD	283,020,812 (1)
87	TUSTIN USD	240,732,088 (1)
90	COAST CCD	237,276,451 (1)
	ALL OTHER OCEIP FUNDS	1,967,853,573 (1)
	TOTAL	<u>\$ 5,420,574,799</u>

(1) BALANCES INCLUDE GENERAL OBLIGATION BOND PROCEEDS



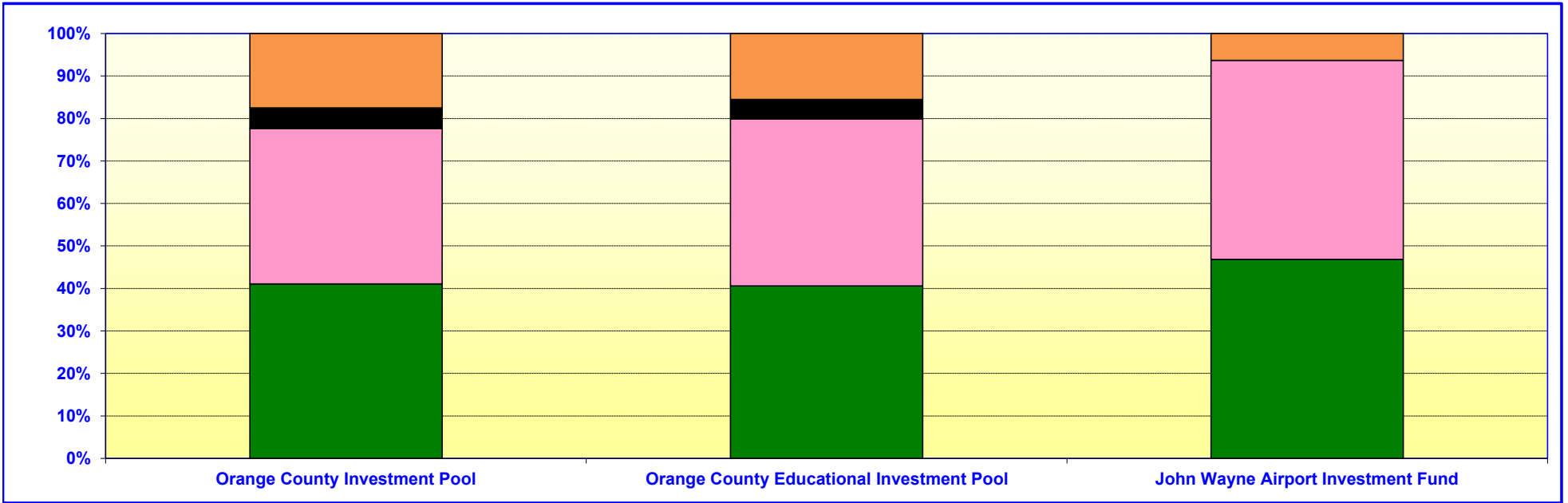
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ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH, QUARTER, AND FISCAL YEAR ENDED: JUNE 30, 2021

INVESTMENT STATISTICS - By Investment Fund

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 6/30/2021	MONTHLY Gross Yield	QUARTERLY Average Yield	Annual Average Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$ 405,185,671	12	0.014%	0.008%	0.010%	0.055%	1.0000
	COST (Capital) \$ 405,187,317						
	MONTHLY AVG Balance \$ 501,290,078						
	QUARTERLY AVG Balance \$ 822,689,214						
	ANNUAL AVG Balance \$ 573,360,699						
	BOOK Value \$ 405,187,612						
<u>Educational Money Market Fund (OCEMMF)</u>	MARKET Value \$ 722,762,328	15	0.019%	0.011%	0.009%	0.054%	1.0000
	COST (Capital) \$ 722,765,411						
	MONTHLY AVG Balance \$ 639,081,435						
	QUARTERLY AVG Balance \$ 496,238,367						
	ANNUAL AVG Balance \$ 510,846,821						
	BOOK Value \$ 722,766,213						
<u>Extended Fund</u>	MARKET Value \$ 9,611,416,767	432	0.684%	0.680%	0.670%	0.928%	1.0023
	COST (Capital) \$ 9,591,106,027						
	MONTHLY AVG Balance \$ 9,675,775,744						
	QUARTERLY AVG Balance \$ 9,961,656,524						
	ANNUAL AVG Balance \$ 9,488,636,655						
	BOOK Value \$ 9,589,087,015						
ALLOCATION OF EXTENDED FUND							
<u>Extended Fund</u> <i>OCIP Share</i>	MARKET Value \$ 4,990,479,176	432	0.684%	0.680%	0.670%	0.928%	1.0023
	COST (Capital) \$ 4,979,933,351						
	MONTHLY AVG Balance \$ 5,034,334,734						
	QUARTERLY AVG Balance \$ 5,032,682,933						
	ANNUAL AVG Balance \$ 4,763,631,834						
	BOOK Value \$ 4,978,885,031						
<i>OCEIP Share</i>	MARKET Value \$ 4,620,937,590	432	0.684%	0.680%	0.670%	0.928%	1.0023
	COST (Capital) \$ 4,611,172,676						
	MONTHLY AVG Balance \$ 4,641,441,010						
	QUARTERLY AVG Balance \$ 4,928,973,591						
	ANNUAL AVG Balance \$ 4,725,004,821						
	BOOK Value \$ 4,610,201,984						
<i>Modified Duration</i>	1.04						

ORANGE COUNTY TREASURER - TAX COLLECTOR
BY INVESTMENT TYPE AT MARKET VALUE - By Percentage Holdings
June 30, 2021



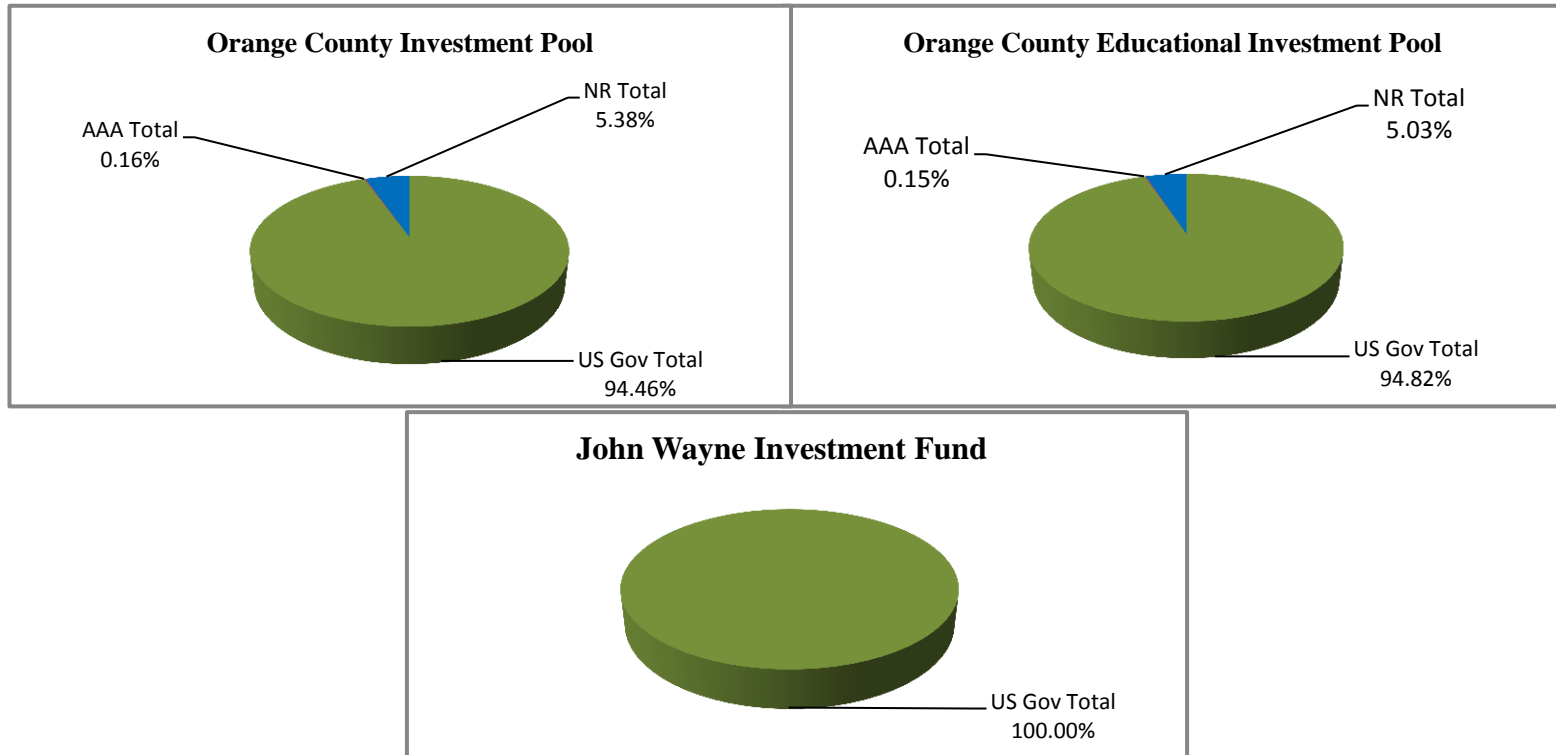
Orange County Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,200,271	40.78%
U. S. TREASURIES	1,959,780	36.32%
MEDIUM-TERM NOTES	8,855	0.16%
MUNICIPAL DEBT	251,720	4.67%
MONEY MARKET MUTUAL FUNDS	936,573	17.36%
LOCAL AGENCY INVESTMENT FUND	38,466	0.71%
	<u>\$ 5,395,665</u>	<u>100.00%</u>

Orange County Educational Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 2,153,763	40.31%
U. S. TREASURIES	2,087,980	39.07%
MEDIUM-TERM NOTES	8,200	0.15%
MUNICIPAL DEBT	233,080	4.36%
MONEY MARKET MUTUAL FUNDS	825,060	15.44%
LOCAL AGENCY INVESTMENT FUND	35,617	0.67%
	<u>\$ 5,343,700</u>	<u>100.00%</u>

John Wayne Airport Investment Fund		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 24,997	46.85%
U. S. TREASURIES	\$ 24,998	46.86%
MONEY MARKET MUTUAL FUNDS	\$ 3,356	6.29%
	<u>\$ 53,351</u>	<u>100.00%</u>

4.5 (10)

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 June 30, 2021



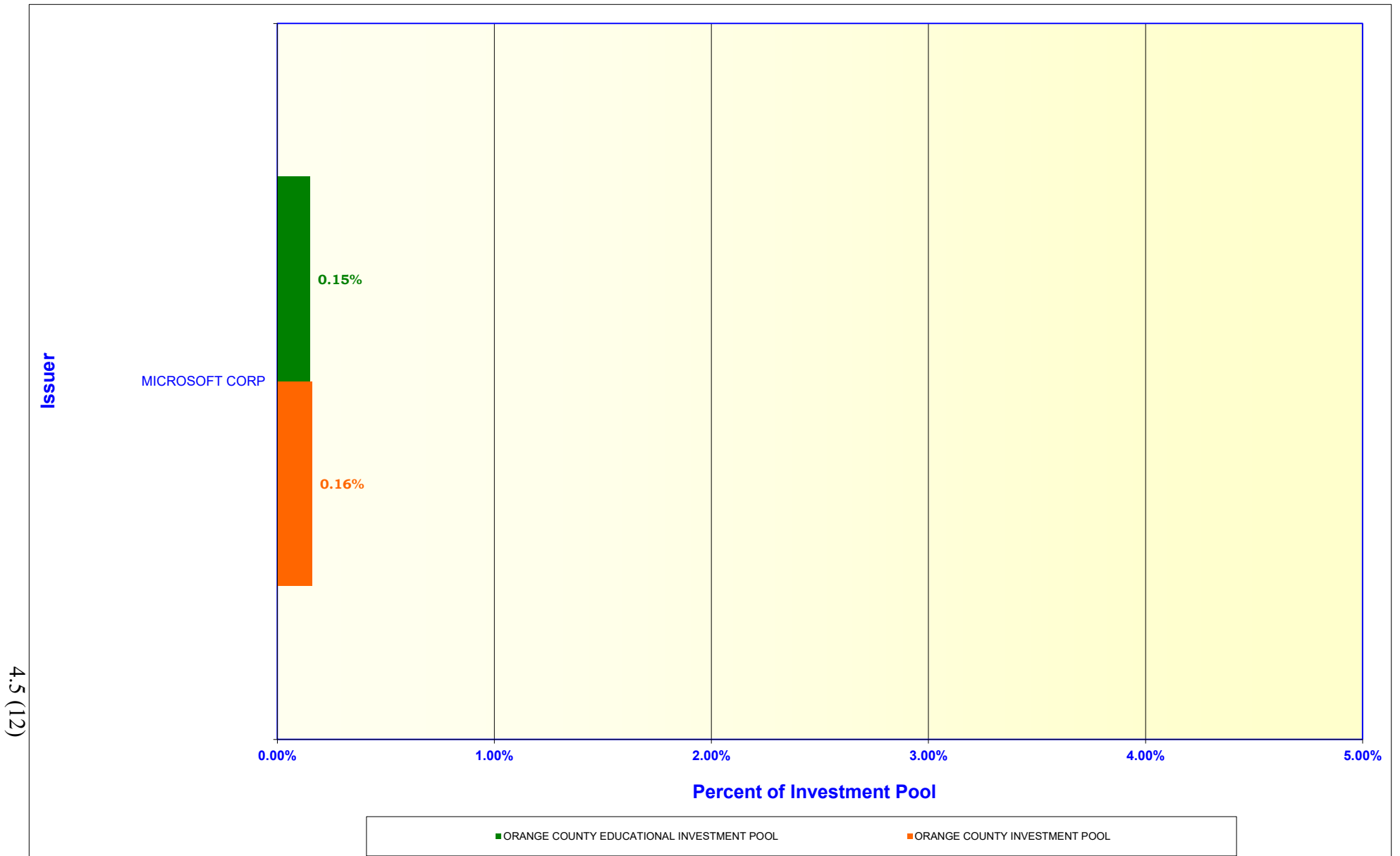
US GOV Includes Agency Debt, Treasury Debt and US Gov. MMMF's

AA includes AA+, AA-, & AA

NR Includes LAIF and Orange County Pension Obligation Bonds

4.5 (11)

ORANGE COUNTY TREASURER - TAX COLLECTOR
MEDIUM-TERM NOTES
ISSUER CONCENTRATION-By Investment Pool
June 30, 2021



4.5 (12)

ORANGE COUNTY TREASURER-TAX COLLECTOR

APPROVED ISSUER LIST - OCIP, OCEIP, and JWA

June 30, 2021

ISSUER	S/T RATINGS			L/T RATINGS		
	S&P	Moody's	Fitch	S&P	Moody's	Fitch
U.S. TREASURY SECURITIES						
U.S. GOVERNMENT*	A-1+	P-1	F1+	AA+	Aaa	AAA
U.S. GOVERNMENT AGENCY SECURITIES*						
FEDERAL NATIONAL MORTGAGE ASSOCIATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN MORTGAGE CORPORATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN BANKS	A-1+	P-1	NR	AA+	Aaa	NR
FEDERAL FARM CREDIT BANKS	A-1+	P-1	F1+	AA+	Aaa	AAA
MEDIUM-TERM NOTES						
APPLE INC	A-1+	P-1	NR	AA+	Aa1	NR
MICROSOFT CORPORATION	A-1+	P-1	F1+	AAA	Aaa	AAA
ISSUERS ON HOLD						
JOHNSON & JOHNSON (SEPTEMBER, 2019)**	A-1+	P-1	WD	AAA	Aaa	WD
WALMART INC (JULY, 2018)***	A-1+	P-1	F1+	AA	Aa2	AA
MUNICIPAL BONDS						
COUNTY OF ORANGE TAXABLE PENSION OBLIGATION BONDS, 2020 SERIES A	NR	NR	NR	NR	NR	NR
COUNTY OF ORANGE TAXABLE PENSION OBLIGATION BONDS, 2021 SERIES A	NR	NR	NR	NR	NR	NR
STATE POOL - LOCAL AGENCY INVESTMENT FUND						
LOCAL AGENCY INVESTMENT FUND	NR	NR	NR	NR	NR	NR
MONEY MARKET MUTUAL FUNDS ****						
NAME OF FUND	S&P	Moody's	Fitch			
INVESCO GOVERNMENT & AGENCY SHORT-TERM INVESTMENTS TRUST (AIM)	AAAm	Aaa-mf	AAAmf			
GOLDMAN SACHS FINANCIAL SQUARE GOVT FUND	AAAm	Aaa-mf	NR			
MORGAN STANLEY INSTITUTIONAL LIQUIDITY FUNDS - GOVT	AAAm	Aaa-mf	AAAmf			
NORTHERN INSTITUTIONAL TREASURY PORTFOLIO	AAAm	NR	AAAmf			

Legend:

NR = Not Rated

WD = Withdrawn

* Fitch changed its Outlook from Stable to Negative, but affirmed their L/T issuer rating at AAA on July 31, 2020.

** Moody's placed its L/T issuer credit rating on Negative Outlook on August 28, 2019. Fitch L/T issuer credit rating withdrawn on September 4, 2019.

*** S&P changed its Outlook from Negative back to Stable on June 10, 2019.

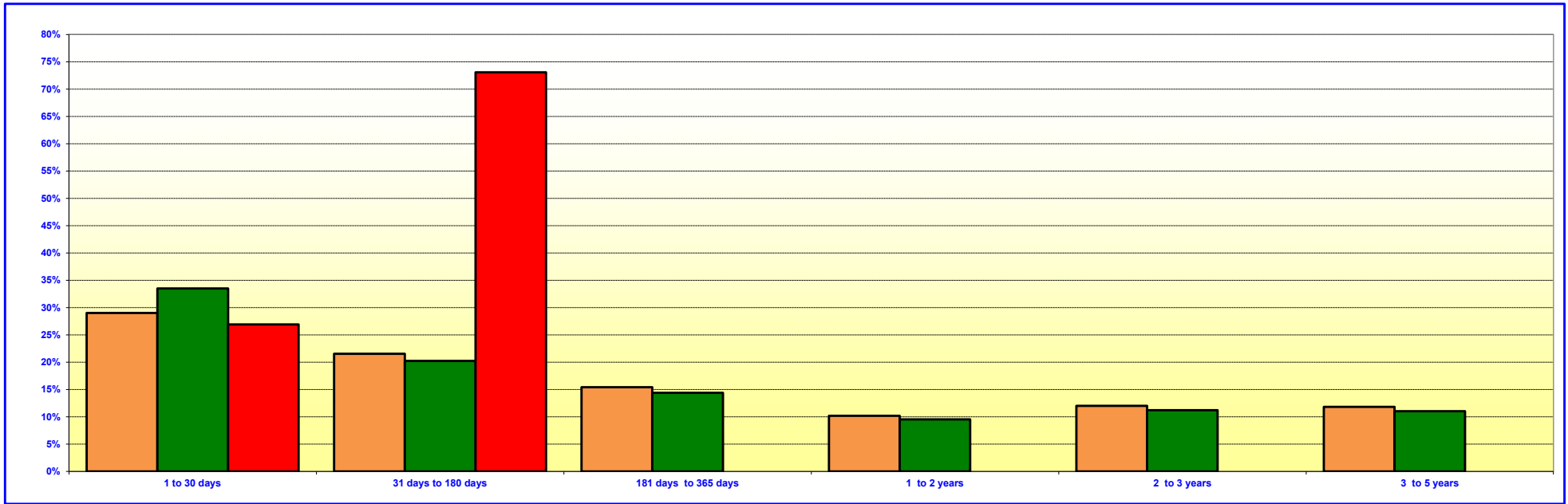
**** All money market funds are institutional money market funds investing in debt issued or guaranteed by the U.S. Government and its Agencies.

**Orange County Treasurer-Tax Collector
Changes in Approved Issuer's List
For the Month Ended June 30, 2021**

During June, there were no changes to the Treasurer's Approved Issuer List. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

**ORANGE COUNTY TREASURER - TAX COLLECTOR
MATURITIES DISTRIBUTION**

June 30, 2021



ORANGE COUNTY INVESTMENT POOL			
	In Thousands ⁽¹⁾⁽²⁾		%
1 TO 30 DAYS	\$	1,564,631	29.03%
31 TO 180 DAYS		1,160,577	21.54%
181 TO 365 DAYS		830,176	15.41%
1 YEAR TO 2 YEARS		548,682	10.18%
2 YEARS TO 3 YEARS		647,480	12.01%
3 YEARS TO 5 YEARS		637,402	11.83%
TOTAL	\$	5,388,948	100.00%

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL			
	In Thousands ⁽¹⁾⁽²⁾		%
1 TO 30 DAYS	\$	1,789,507	33.53%
31 TO 180 DAYS		1,081,488	20.26%
181 TO 365 DAYS		768,701	14.40%
1 YEAR TO 2 YEARS		508,053	9.52%
2 YEARS TO 3 YEARS		599,535	11.23%
3 YEARS TO 5 YEARS		590,203	11.06%
TOTAL	\$	5,337,487	100.00%

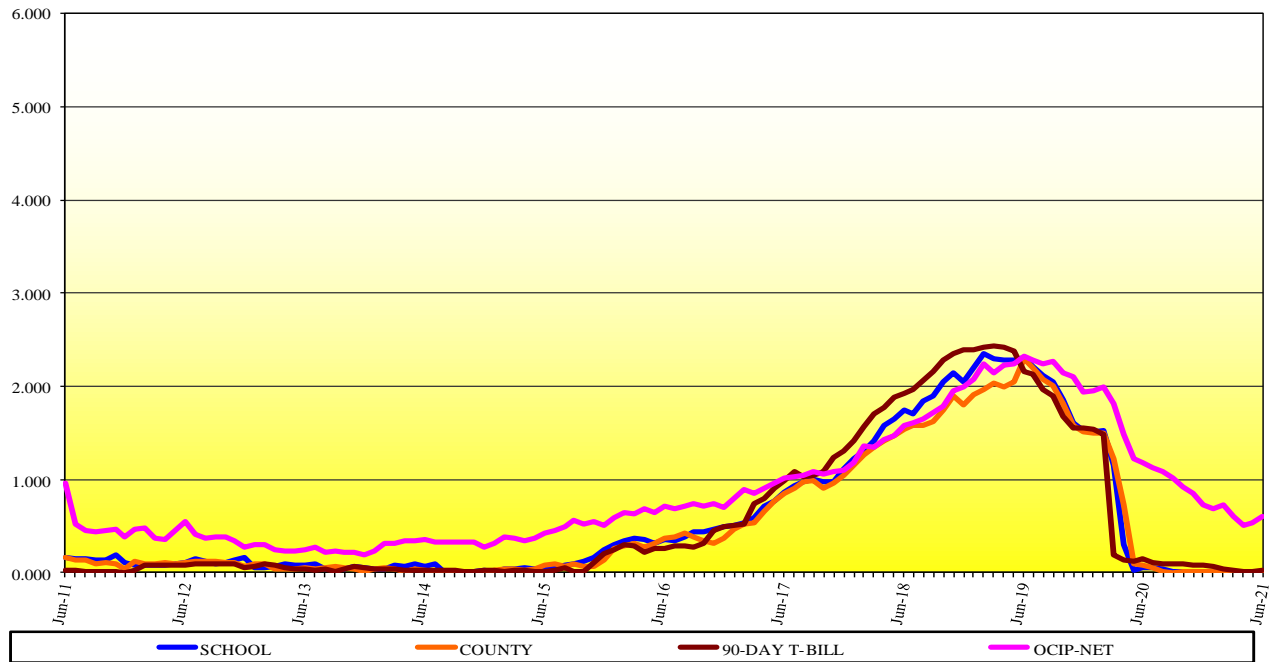
JOHN WAYNE AIRPORT INVESTMENT FUND			
	In Thousands ⁽¹⁾⁽²⁾		%
1 TO 30 DAYS	\$	14,356	26.91%
31 TO 180 DAYS		39,000	73.09%
181 TO 365 DAYS		-	0.00%
TOTAL	\$	53,356	100.00%

(1) Maturity limits are calculated using face value.

(2) Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date. At 06/30/2021, Floating Rate Notes comprise 0.01% and 0.01% of the Orange County Investment Pool and Orange County Educational Investment Pool.

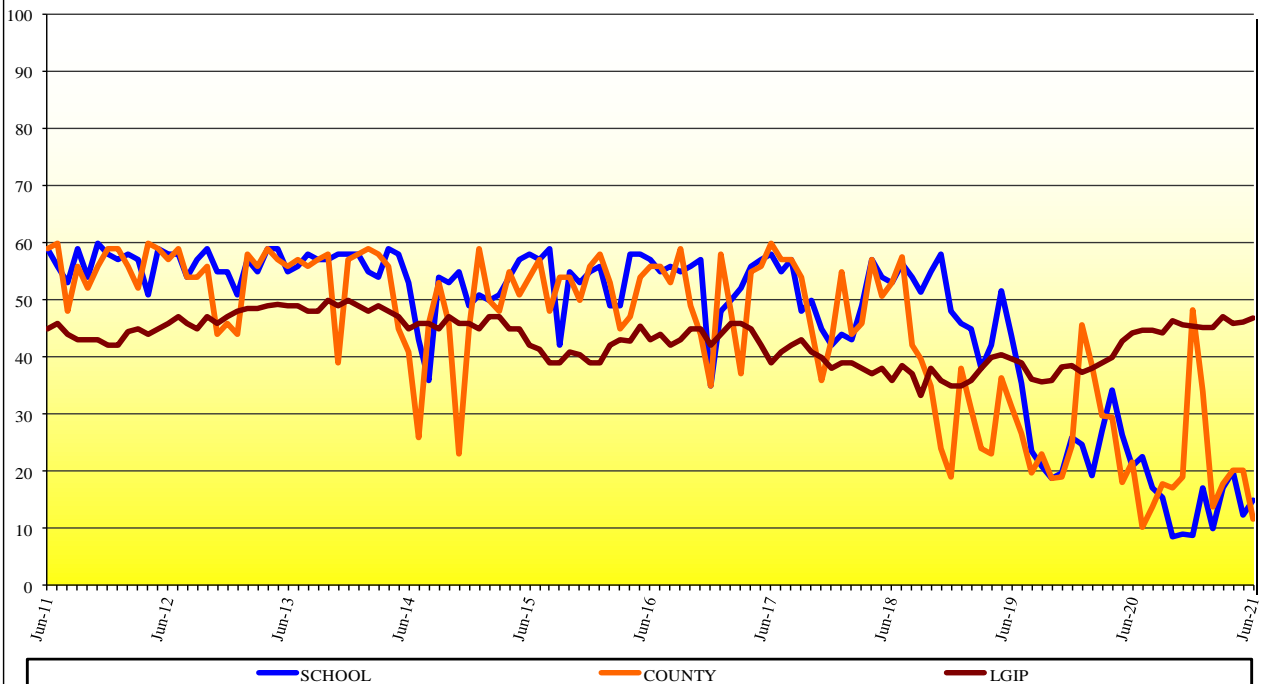
ORANGE COUNTY MONEY MARKET POOLS vs SELECTED MONEY MARKET YIELDS
(INTEREST RATE YIELD)

For The Period June 2011 to June 2021



ORANGE COUNTY MONEY MARKET POOLS vs SELECTED AVERAGES
WEIGHTED AVERAGE MATURITY (WAM)

For The Period June 2011 to June 2021



4.5 (16)

•For the Month Ended June 30, 2021, S&P LGIP – .04; S&P LGIP WAM – 46.75; 90-Day T-Bill – 0.031%; OCIP – Net – 0.588%

ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL YIELDS

July 1, 2020 - June 30, 2021

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<i>Current Month June 2021</i>				
OCMMF	\$ 405,185,671	\$ 3,334	0.008%	12
OCEMMF	\$ 722,762,328	\$ 6,026	0.011%	15
Extended Fund	\$ 9,611,416,767	\$ 5,405,603	0.680%	432
<i>May 2021</i>				
OCMMF	\$ 603,889,178	\$ 6,157	0.009%	20
OCEMMF	\$ 556,175,103	\$ 2,937	0.006%	12
Extended Fund	\$ 9,928,655,913	\$ 5,569,213	0.663%	435
<i>April 2021</i>				
OCMMF	\$ 1,196,005,624	\$ 13,255	0.014%	20
OCEMMF	\$ 537,821,065	\$ 2,108	0.010%	20
Extended Fund	\$ 9,847,901,329	\$ 5,663,857	0.668%	332
<i>March 2021</i>				
OCMMF	\$ 385,061,851	\$ 13,185	0.041%	18
OCEMMF	\$ 266,472,163	\$ 6,644	0.029%	17
Extended Fund	\$ 9,847,219,481	\$ 5,908,054	0.711%	293
<i>February 2021</i>				
OCMMF	\$ 407,057,051	\$ 18,908	0.056%	14
OCEMMF	\$ 363,226,941	\$ 16,238	0.047%	10
Extended Fund	\$ 9,752,200,987	\$ 6,381,356	0.851%	244
<i>January 2021</i>				
OCMMF	\$ 410,469,639	\$ 19,157	0.069%	34
OCEMMF	\$ 612,856,841	\$ 33,222	0.068%	17
Extended Fund	\$ 9,878,198,001	\$ 6,997,674	0.810%	251
<i>December 2020</i>				
OCMMF	\$ 249,657,347	\$ 35,860	0.069%	48
OCEMMF	\$ 311,695,334	\$ 19,757	0.059%	9
Extended Fund	\$ 10,478,837,927	\$ 7,296,060	0.829%	237
<i>November 2020</i>				
OCMMF	\$ 504,115,015	\$ 31,703	0.070%	19
OCEMMF	\$ 404,773,832	\$ 20,780	0.065%	9
Extended Fund	\$ 9,221,017,162	\$ 7,568,285	1.001%	273
<i>October 2020</i>				
OCMMF	\$ 716,917,975	\$ 39,934	0.066%	17
OCEMMF	\$ 507,397,580	\$ 29,126	0.066%	8
Extended Fund	\$ 8,884,269,756	\$ 8,155,061	1.109%	288
<i>September 2020</i>				
OCMMF	\$ 590,575,543	\$ 26,769	0.062%	18
OCEMMF	\$ 601,602,920	\$ 34,416	0.075%	16
Extended Fund	\$ 8,723,703,333	\$ 8,688,702	1.213%	292
<i>August 2020</i>				
OCMMF	\$ 524,647,033	\$ 29,076	0.076%	14
OCEMMF	\$ 556,943,376	\$ 55,712	0.095%	17
Extended Fund	\$ 8,594,964,648	\$ 9,186,269	1.270%	299
<i>July 2020</i>				
OCMMF	\$ 449,257,628	\$ 41,168	0.116%	10
OCEMMF	\$ 790,294,575	\$ 75,831	0.112%	23
Extended Fund	\$ 8,605,695,403	\$ 9,987,925	1.337%	312
Fiscal Year July 1, 2020 - June 30, 2021				
	Average Month End Market Value Balance	YTD Interest Income	YTD Gross Yield	YTD Average
OCIP	\$ 5,251,562,416	\$ 43,537,660	0.802%	277
OCEIP	\$ 5,252,516,110	\$ 43,851,702	0.826%	277

ORANGE COUNTY TREASURER-TAX COLLECTOR
CASH AVAILABILITY PROJECTION
FOR THE SIX MONTHS ENDING December 31, 2021

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is primarily relying on historical trends involving deposits and withdrawals and known future cash flows. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending December 31, 2021, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

ORANGE COUNTY INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
June 2021 - Ending Cash				\$ 112,400,717
July	\$ 787,130,091	\$ 302,153,569	\$ 904,015,691	297,668,686
August	311,801,862	523,723,625	514,916,722	618,277,451
September	311,191,380	748,203,371	631,396,223	1,046,275,979
October	172,412,244	1,198,265,640	543,248,935	1,873,704,928
November	198,914,686	1,482,309,919	819,763,908	2,735,165,625
December	180,864,347	2,707,945,038	889,318,097	4,734,656,913

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
June 2021 - Ending Cash				\$ 86,636,712
July	\$ 1,058,053,020	\$ 607,767,188	\$ 581,827,542	1,170,629,378
August	295,564,379	402,766,401	637,986,945	1,230,973,213
September	288,147,870	269,936,969	734,236,753	1,054,821,299
October	159,645,235	182,637,518	796,109,583	600,994,469
November	184,185,189	121,949,456	694,977,831	212,151,283
December	167,471,466	356,068,226	674,101,512	61,589,463

ORANGE COUNTY TREASURER-TAX COLLECTOR
STATEMENT OF ACCOUNTABILITY
FOR THE MONTH, QUARTER AND FISCAL YEAR ENDED JUNE 30, 2021

	<u>Month</u>	<u>Quarter</u>	<u>Year</u>
Treasurer's Accountability at the Beginning of the Period:	11,447,420,831	10,891,635,252	10,271,573,246
Cash Receipts:			
County	473,924,773	3,647,089,639	13,432,326,863
School and Community College Districts	694,489,973	2,745,583,581	9,516,678,616
Total Cash Receipts	1,168,414,746	6,392,673,220	22,949,005,479
Cash Disbursements:			
County	775,753,131	3,902,632,793	12,903,682,575
School and Community College Districts	783,210,434	2,334,224,550	9,266,372,642
Total Cash Disbursements	1,558,963,565	6,236,857,343	22,170,055,217
Net Change in Cost Value of Pooled Assets	(390,548,819)	155,815,877	778,950,262
Net Increase in Non-Pooled Investments	23,864	126,621	953,534
Net Decrease in Non-Pooled Cash	(11,123,128)	(1,805,002)	(5,704,294)
Treasurer's Accountability at the End of the Period:	11,045,772,748	11,045,772,748	11,045,772,748
Assets in the Treasury at the End of the Period (at Cost Value):			
Pooled Investments:			
Orange County Investment Pool			5,385,120,668
Orange County Educational Investment Pool			5,333,938,087
Total Pooled Investments			10,719,058,755
Non Pooled Investments:			
Non-Pooled Investments - John Wayne Airport			53,347,292
Non-Pooled Investments - Fountain Valley School District Fund 40			34,704,859
Non-Pooled Investments - CCCD Series 2017E Bonds			22,371,594
Total Non-Pooled Investments			110,423,745
Cash:			
Cash in Banks - County			112,352,382
Cash in Banks - Schools			86,636,712
Cash in Banks - OC Sheriff			12,643,063
Cash in Banks - John Wayne Airport			4,609,756
Cash - Other			48,335
Total Cash			216,290,248
Total Assets in the Treasury at the End of the Period:			11,045,772,748



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	RANCHO SANTIAGO COMM COLL DST
Account Number	75-30-010

As of 07/15/2021, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2021.

Earnings Ratio		.00000897371743018
Interest Rate		0.33%
Dollar Day Total	\$	14,814,611.00
Quarter End Principal Balance	\$	162,825.26
Quarterly Interest Earned	\$	132.94



PMIA/LAIF Performance Report as of 07/15/21



PMIA Average Monthly Effective Yields⁽¹⁾

Jun	0.262
May	0.315
Apr	0.339

Quarterly Performance Quarter Ended 06/30/21

LAIF Apportionment Rate ⁽²⁾ :	0.33
LAIF Earnings Ratio ⁽²⁾ :	0.00000897371743018
LAIF Fair Value Factor ⁽¹⁾ :	1.00008297
PMIA Daily ⁽¹⁾ :	0.22%
PMIA Quarter to Date ⁽¹⁾ :	0.30%
PMIA Average Life ⁽¹⁾ :	291

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 06/30/21 \$193.3 billion

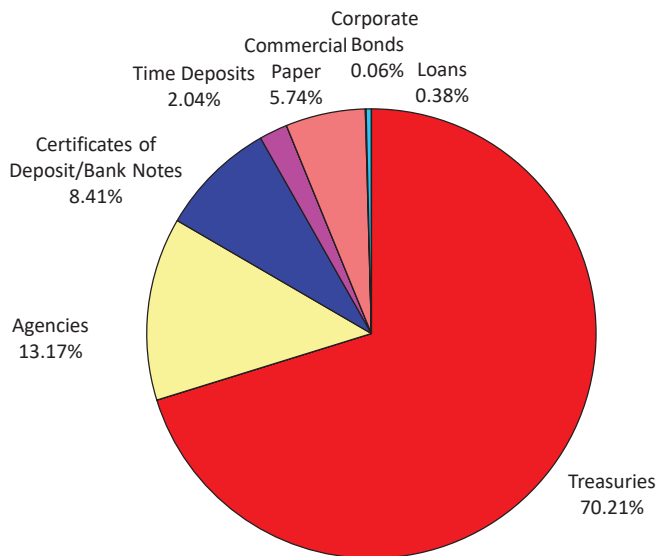


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PARS Post-Employment Benefits Trust

Account Report for the Period
7/1/2020 to 6/30/2021

Peter Hardash
Vice Chancellor, Business Ops/Fiscal Services
Rancho Santiago Community College District
2323 N Broadway, #404-1
Santa Ana, CA 92706

Account Summary

Source	Balance as of 7/1/2020	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 6/30/2021
OPEB	\$42,151,138.33	\$3,990,521.00	\$10,854,239.84	\$113,179.75	\$0.00	\$0.00	\$56,882,719.42
Totals	\$42,151,138.33	\$3,990,521.00	\$10,854,239.84	\$113,179.75	\$0.00	\$0.00	\$56,882,719.42

Investment Selection

Source	
OPEB	Vanguard Balanced Strategy

Investment Objective

Source	
OPEB	The Balanced Portfolio invests in Vanguard mutual funds using an asset allocation strategy designed for investors seeking both a reasonable level of income and long-term growth of capital and income.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	1.12%	5.33%	23.94%	-	-	-	6/26/2019

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS SERVICES

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Amendment No. 4 (Lease Extension) to the Agreement with Sprint PCS Assets, LLC for Cellular Communications Facilities on Rooftop of Building D at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is amendment to an existing lease agreement for an extension of time. The Rancho Santiago Community College District (“Lessor”) entered into a Communications Site Lease Agreement (Building) on February 27, 2001, (“Lease”) with NEXTEL OF CALIFORNIA, INC., a Delaware corporation dba Nextel Communications (“Lessee”). Under the terms of the Lease, Lessee was given the right to occupy approximately 250 square feet on the roof of Building D (Dunlap Hall) at Santa Ana College. The Lessee’s intent was for the construction, maintenance and operation of cellular communications facilities. The original term of the Lease is for 20 years and expires on September 4, 2021.

On July 1, 2015, through a series of assignments, all rights, duties, and obligations of the Lessee under the terms of the Lease, Sprint PCS Assets, LLC (“Sprint”) became successor-in-interest to Nextel of California, Inc. The District and Sprint PCS Assets, LLC currently desire to enter into a one-year lease extension to evaluate the terms of the current lease agreement and/or any further extensions, new agreement or termination. To see original agreement, please [click here](#).

ANALYSIS

The terms of the Lease commenced on September 5, 2001 for 10 years, along with two successive five-year extensions. The second five-year extension expires on September 4, 2021.

The initial Lease payment (“Rent”) was in the amount of \$1,500.00 per month with yearly Rent adjustments of not less than 3% nor more than 5% as calculated by the Consumer Price Index and is currently \$3,237.97 per month.

Utilizing guidelines from the California Department of General Services for “Telecommunications Lease Rates for State Facilities/Properties”, the monthly Rent during the extended Lease term shall be \$3,561.78 which constitutes a 10% increase in revenue. The new amendment No. 4 is a time extension to the lease from September 5, 2021 through September 4, 2022. This one-year extension would allow Sprint PCS Assets, LLC the opportunity to work with the District and Santa Ana College time to evaluate and consider new terms for a potential future Lease agreement agreeable to the District and/or seek termination.

RECOMMENDATION

It is recommended the Board of Trustees approve Amendment No. 4 with Sprint PCS Assets, LLC as presented.

Fiscal Impact:	\$42,741.36 (lease revenue, no cost to District)	Board Date: August 9, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services on behalf of Dr. Simon B. Hoffman, Vice President of Administrative Services, Santa Ana College	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

AMENDMENT NO. FOUR (4) TO COMMUNICATIONS SITE LEASE AGREEMENT
(BUILDING)

This Amendment No. Four (4) to Communications Site Lease Agreement (Building) (“Agreement”) is made and entered into as of the date of the last party to sign (“Effective Date”), by and between Rancho Santiago Community College District (“Lessor”) and Sprint PCS Assets, L.L.C., a Delaware limited liability company, as successor in interest to Nextel of California, Inc. (“Lessee”) with regard to the following facts:

RECITALS:

A. Lessor and Nextel of California, Inc., entered into that certain Communications Site Lease Agreement (Building) on February 27, 2001, as amended (“Lease”). Through a series of assignments, all rights duties and obligations of the Lessee under the terms of the Lease have been assigned, assumed and accepted by Sprint PCS Assets, L.L.C. Under the terms of the Lease the Lessee has the right to occupy approximately two hundred fifty (250) square feet on the roof (“Roof”) of the building (“Building”) located at 1530 W. 17th Street, Building D, Santa Ana, California. The Lessee has the right to occupy the Roof of the Building solely for the use of the Lessee Facilities (as defined in the Lease).

B. Pursuant to the terms of the Lease, the term of the Lease expires on September 4, 2021 (“Original Termination Date”). Lessor and Lessee have agreed that the term of the Lease will be extended (“Extended Lease Term”) for up to one (1) year period, which shall be deemed to have commenced on September 5, 2021 (“Extended Term”), and expiring upon September 4, 2022 (“Extended Termination Date”), subject to the termination rights provided below.

AGREEMENT

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Lease Term. The parties acknowledge and agree that the Lease terminates on the Original Termination Date. The parties have agreed to extend the term of the Lease to the Extended Termination Date, subject to the termination rights provided below.

2. Termination of Lease. Either party may terminate the Lease prior to the expiration of the Extended Termination Date by providing the other party with at least ninety (90) days prior written notice of its desire to terminate the Extended Lease Term and the date of such termination (“Termination Notice”).

3. Rent. The monthly rent as of September 5, 2021 (“Commencement Date”) shall be Three Thousand, Five Hundred, Sixty-One dollars and Seventy-Eight cents (\$3,561.78) per month payable by Lessee to Lessor on or before the first day of each month of each term. The parties acknowledge that the first payment shall be due within thirty (30) days from the full

execution of this Agreement. Rent for any fractional month at the beginning or end of the term shall be prorated.

4. Use. During the term, Lessee shall only use the Premises (as defined in the Lease) for the use of the Lessee Facilities; provided, however, Lessee shall only maintain the Lessee Facilities, and no upgrades, modifications or additional equipment may be added to the Premises or the Lessee Facilities.

5. Restoration Plan. All of the Lessee Facilities and all other personal property of Lessee shall be removed from the Premises by Lessee on or prior to the Extended Termination Date at the sole cost and expense of Lessee. Lessee shall be solely responsible for repairing all damage to the Premises, Roof, Building and the property where the Building is located that is caused by the removal of the Lessee Facilities. Lessee shall submit to Lessor a site restoration plan ("Restoration Plan") at least ninety (90) days before the expiration of the Extended Termination Date for review, comment and approval by the Lessor. The Restoration Plan shall provide sufficient information such that Lessor can evaluate the Restoration Plan to ensure that the Building rooftop will be restored in good operating condition. The Restoration Plan shall include: (i) sufficient details to ensure that the Roof and Building structure is properly weatherproofed after removal of all of the Lessee Facilities, (ii) the means and methods by which Lessee will perform the removal of all of the Lessee Facilities and the dates of such work, (iii) the coordination efforts between Lessee and Contractor agreeable to Lessor ("Roofing Company") to ensure that all warranties for the roof will be in full force and effect after the removal of the Lessee Facilities and the restoration of the Roof, and (iv) sufficient details as to how the roof and Building will be restored to the same condition as when received (ordinary wear and tear excepted). Lessor shall have the right to approve of the Restoration Plan in its sole and absolute discretion and any changes Lessor requests to the Restoration Plan shall be made by Lessee at the sole cost and expense of the Lessee. Lessee shall coordinate all work to be done pursuant to the Restoration Plan with the Lessor. Lessee shall provide general liability insurance for the restoration work naming Lessor as an additional insured in such amounts as reasonably required by Lessor. Lessee shall promptly pay all contractors and suppliers to ensure that no liens are filed by anyone in connection with the restoration work.

6. Lessee shall promptly pay all contractors and suppliers to ensure that no liens are filed by anyone in connection with the restoration work. Lessee shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate and shall include Lessor as an additional insured. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Lessee shall maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for its owned real or personal property.

7. Indemnity. Lessee hereby agrees to protect, defend, indemnify and hold Lessor harmless from and against any and all liabilities, claims, expenses, losses and damages, including, without limitation, attorneys' fees and disbursements, which may at any time be asserted against Lessor arising from: (a) any work performed by Lessee or its contractors pursuant to the Restoration Plan or the failure of Lessee to perform any of the covenants, agreements, terms, provisions or conditions contained in this Agreement, or (b) Lessee's use

and/or occupancy of the Premises. The provisions of this Section 6 shall survive the expiration or earlier termination of the Lease.

8. Notice Address. Lessee's notice address under section 32 (d) of the Lease is replaced with the following:

Sprint Property Services
Site ID No.: IE83807A/OG25XC048
Mailstop: KSOPHD0101-Z2650
6220 Sprint Parkway
Overland Park, KS 66251-2650

WITH A MANDATORY COPY TO:

Sprint Law Department
Attn: Real Estate Attorney
Site ID No.: IE83807A/OG25XC048
Mailstop: KSOPHD0101-Z2020
6220 Sprint Parkway
Overland Park, KS 66251-2020

9. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10. Conflict. The terms of this Agreement shall control over the terms of the Lease to the extent that there are inconsistent terms in the Lease and this Agreement. Any agreement hereinafter made shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment hereof, in whole or in part, unless such agreement is in writing and signed by the parties hereto. Except as specifically amended pursuant to the terms of this Agreement, the terms and conditions of the Lease shall remain unmodified and in full force and effect.

11. Captions and Definitions. Captions to the Sections in this Agreement are included for convenience only and are not intended and shall not be deemed to modify or explain any of the terms of this Agreement.

12. Further Assurances. The parties hereto agree that each of them, upon the request of the other party, shall execute and deliver, such further documents, instruments or agreements and shall take such further action that may be necessary or appropriate to effectuate the purposes of this Agreement.

13. Governing Law. This Agreement shall be governed by and in all respects construed in accordance with the internal laws of the State of California. The parties hereby acknowledge and reaffirm their respective obligation under the Lease, as modified by this Agreement.

14. Counterparts. This Agreement may be executed electronically and in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Executed copies hereof may be delivered by email or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

"Lessor":

Rancho Santiago Community College District

By: _____

Its: _____

By: _____

Its: _____

"Lessee":

Sprint PCS Assets, L.L.C.

By: _____

Its: _____

By: _____

Its: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date:	August 9, 2021
Re:	Ratification of Change Order #3 for McCarthy Building Companies, Inc. for RFP #1819-224 Lease-Leaseback Construction Services – Johnson Student Center at Santa Ana College		
Action:	Request for Ratification		

BACKGROUND

On November 26, 2018, the Board of Trustees approved a contract with McCarthy Building Companies, Inc. for RFP #1819-224 for Lease-Leaseback Construction Services for the Johnson Student Center at Santa Ana College. The project was completed on July 26, 2021. This project included the demolition of the old Johnson Building, earthwork, and the construction of a new 62,000 square foot, two-story Johnson Student Center that houses multiple student services department offices, a campus store and café with a full-service kitchen, a conference center with a banquet staging room, smaller conference rooms, several student seating areas and study tables, a new warehouse, mail room and a reprographics center. The project also included site improvements such as new accessibility parking stalls in Lot 9, drought resistant landscape, a fire lane, a loading dock and ramp for the warehouse, an outdoor serving kiosk with a shade structure on the west side of the building and a secondary outdoor shade structure on the north side of the building.

ANALYSIS

Change Order #3 decreases the contract amount by \$677,862.83, which is a credit back to the District for an unused allowance associated with unforeseen site conditions, additional electrical, plumbing, mechanical, framing, drywall, floor slab moisture remediation, additional furniture and owner-provided equipment electrical and data revisions. This change order extends the completion date to July 23, 2021 an increase of 95 calendar days to complete administrative project closeout obligations.

The contract amount has been decreased from \$48,479,258.99 to \$47,801,396.16.

Pursuant to Board Policy and Administrative Regulation 6600, the Vice Chancellor of Business Services (or designee) has the authority to approve cumulative change orders up to 10% of the contract value and shall be a ratification by the Board of Trustees, thereby avoiding any construction delays. Additionally, the Board Facilities Committee shall evaluate the change order request.

Upon ratification of Change Order #3, a Notice of Completion is on the same agenda for approval to close out the contract as the project is complete.

The District, upon approval by the Board of Trustees, will record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$47,801,396.16.

This project is funded by Measure Q.

RECOMMENDATION

It is recommended the Board of Trustees ratify Change Order #3 – McCarthy Building Companies, Inc. - Construction Lease-Leaseback Construction Services for the Johnson Student Center at Santa Ana College as presented.

Fiscal Impact:	\$677,862.83 Credit	Board Date: August 9, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	



Board Date: August 9, 2021
 Project/Bid No. 3035 / 0316.00
 Site: Santa Ana College
 Change Order (CO) No. : 3

Project Name: Johnson Student Center
 Contractor: McCarthy Building Companies, Inc.
 Contract No.: PO No. 19-B0001552

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
12/03/18	719	11/20/20	153	95	7/26/2021

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$47,264,263.00	
Previous Change Orders	1,2	\$1,214,995.99	2.57%
This Change Order	3	(\$677,862.83)	-1.43%
Total Change Order (s)		\$537,133.16	1.14%
Revised Contract Amount		\$47,801,396.16	

Items in Change Order						
Item No.	Description	Reason	Ext. Day	Credit	Add	Net
1	Change Order #3 decreases the contract amount by \$677,862.83, which is a credit back to the District for an unused allowance associated with unforeseen site conditions, additional electrical, plumbing, mechanical, framing, drywall, floor slab moisture remediation, additional furniture and owner-provided equipment electrical and data revisions. This change order extends the completion date to July 23, 2021 an increase of 95 calendar days to complete administrative project closeout obligations.		0	(\$677,862.83)	\$0.00	(\$677,862.83)
Subtotal				(\$677,862.83)	\$0.00	(\$677,862.83)
Grand Total						(\$677,862.83)

- 1 - CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: August 9, 2021
Re:	Ratification of Award of Bid #1408 Water Conservation Irrigation Controller Upgrade Phase 2 at Santa Ana College	
Action:	Request for Ratification	

BACKGROUND

This is a ratification for the award of Bid #1408 for the Water Conservation Irrigation Controller Upgrade Phase 2 at Santa Ana College. As part of the District's water conservation efforts and Scheduled Maintenance projects, six site irrigation controllers were upgraded during phase 1. As part of phase 2 of the project, the final seven site irrigation controllers will be upgraded to complete all irrigation controllers at Santa Ana College and to reduce water consumption. The project was separated into two phases of work based on availability of funding.

The District assessed the existing control system at Santa Ana College to determine the viability of upgrading to new technologies that allow auto water flow adjustments based on weather. It was determined the existing system is inefficient, does not adjust water flow based on pipe breaks, leaks, or rainfall, and the existing system consists of a mix of different manufacturers with incompatible technologies. The existing system is deficient and does not accurately report water demand and requires manual intervention to operate which creates more work for college staff.

Based on the findings, it was determined the system is in need of an upgrade. The proposed phase 2 upgrade will include a replacement of seven irrigation flow meters, flow valves and integration into a new districtwide water irrigation control system. The system will provide reporting features allowing the college and District to report water usage. This level of reporting and control will allow the college staff to more effectively manage water irrigation, monitor water consumption and is aligned with the District's sustainability objectives.

ANALYSIS

In accordance with the California Uniform Public Construction Cost Accounting Act (CUPCCAA), Bid #1408 for the Water Conservation Irrigation Controller Upgrade Phase 2 at Santa Ana College was advertised on the District's website, and a notice inviting bids was sent to six contractors from the District's qualified contractors list on May 24, 2021.

An optional job walk was conducted on June 3, 2021, and there was one attendee. Bids were opened on June 24, 2021, as noted on the attached bid summary. The District received five bids for the project. Marina Landscape, Inc. submitted the lowest responsive bid in the amount of \$88,625. District staff has completed a due diligence review of contract documents to ensure compliance with license and bid bond requirements.

The Vice Chancellor of Business Services authorized the award of the contract under the authority of CUPCAA to Marina Landscape, Inc. with the anticipated start date of August 9, 2021. The estimated construction duration is 80 calendar days.

The project is funded by Capital Outlay Funds and State Scheduled Maintenance Funds.

RECOMMENDATION

It is recommended the Board of Trustees ratify the award of Bid #1408 Water Conservation Irrigation Controller Upgrade Phase 2 at Santa Ana College as presented.

Fiscal Impact:	\$88,625	Board Date: August 9, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	



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

BID SUMMARY

BID #1408

PROJECT: Irrigation Controller Phase 2 Project at Santa Ana College

TIME: 2:00 P.M.

DATE: June 24, 2021

BIDDERS

TOTAL BASE BID AMOUNT

Marina Landscape, Inc.
3707 W Garden Grove Boulevard
Orange, CA 92868

\$88,625

Quezada Pro Landscape, Inc.
1415 East McFadden Avenue, Suite H
Santa Ana, CA 92705

\$112,500

Aramexx Group, Inc. dba Aramexx Construction
5836 Republic Street
Riverside, CA 92504

\$219,000

Hardy Landscape Construction, Inc.
21520 Ambushers Street
Diamond Bar, CA 91765

\$234,000

Environmental Construction, Inc.
21550 Oxnard Street, Suite 1060
Woodland Hills, CA 91367

\$253,172

5 TOTAL BIDDERS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS SERVICES

To:	Board of Trustees	Date: August 9, 2021
Re:	Accept the Completion of RFP #1819-224 for Lease-Leaseback Construction Services – Johnson Student Center at Santa Ana College and Approve Recording a Notice of Completion	
Action:	Request for Acceptance and Approval	

BACKGROUND

On November 26, 2018, the Board of Trustees approved a contract with McCarthy Building Companies, Inc. for RFP #1819-224 for Lease-Leaseback Construction Services for the Johnson Student Center at Santa Ana College. The project was completed on July 26, 2021. This project included the demolition of the old Johnson Building, earthwork, and the construction of a new 62,000 SF, two-story Johnson Student Center that houses multiple student services department offices, a campus store and café with a full-service kitchen, a conference center with a banquet staging room, smaller conference rooms, several student seating areas and study tables, a new warehouse, mail room and a reprographics center. The project also included site improvements such as new accessibility parking stalls in Lot 9, drought resistant landscape, a fire lane, a loading dock and ramp for the warehouse, an outdoor serving kiosk with a shade structure on the west side of the building and a secondary outdoor shade structure on the north side of the building.

ANALYSIS

The District, upon approval by the Board of Trustees, will record a Notice of Completion with the office of the Orange County Clerk-Recorder, as outlined under California Civil Code §9204. Total cost of the project was \$47,801,396.16.

This project was funded by Measure Q.

RECOMMENDATION

It is recommended the Board of Trustees accept the Completion of RFP #1819-224 for Lease-Leaseback Construction Services – Johnson Student Center at Santa Ana College and approve Recording a Notice of Completion with the County as presented.

Fiscal Impact:	N/A	Board Date: August 9, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	



Facility Planning, District Construction & Support Services
 2323 North Broadway, Rm 112
 Santa Ana, CA 92706

Board NOC Date: August 9, 2021

Project Name: Johnson Student Center

Project No. 3035

Contractor: McCarthy Building Companies, Inc.

Site: Santa Ana College

Contract No.: PO19-B0001552

Contract Schedule Summary				
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Additional Days Granted	Final Contract Completion Date
12/03/18	719	11/20/20	248	7/26/2021

Contract Amount Summary			
Description	Total CO	Amount	% of Contract
Original Contract Amount		\$47,264,263.00	
Total Change Orders	3	\$537,133.16	1.14%
Revised Contract Amount		\$47,801,396.16	

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

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

NO FEES CHARGED PER GOVERNMENT CODE §27383

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

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located 1530 W. 17th Street, Santa Ana, California 92706, caused improvements to be made to the property to with: RFP #1819-224 for Johnson Student Center at Santa Ana College, the contract for the doing of which was heretofore entered into on the 27th day of November, 2018, which contract was made with McCarthy Building Companies, Inc., PO19-B0001552 as contractor; that said improvements were completed on the 26th day of July, 2021 and accepted by formal action of the governing Board of said District on the 9th day of August, 2021; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Federal Insurance Company and Travelers Casualty and Surety Company of America.

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

Executed on July 26, 2021, at Santa Ana, California.

Rancho Santiago Community College District of Orange County, California

by _____
Iris I. Ingram, Vice Chancellor
Rancho Santiago Community College District

State of California
County of Orange

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

Notary Signature _____ (Seal)

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Amendment to Agreement with LSA Associates, Inc. – Traffic/ Circulation Analysis for Campus Entrance Improvements Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement for additional Traffic/Circulation Analysis services. On April 29, 2019, the Board of Trustees approved an agreement with LSA Associates, Inc. for a traffic/circulation analysis for the campus entrance improvements project at Santiago Canyon College. The scope of the project includes two separate phases of work. Phase 1 includes upgrades to a portion of Loop Road and Phase 2 includes upgrades to Strenger Plaza. Both Phase 1 and Phase 2 require Traffic/Circulation analysis during the construction document phase.

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

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

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

atmosphere that is enhanced and improved.

As part of the 30% and 60% construction phase documents review, the District is requesting LSA Associates, Inc. to provide additional consulting services to review the architect’s design details for the drop-off, pick-up, vehicular travel and pedestrian paths to assist the District in confirming the appropriate improvements are implemented for the project. This level of review by the traffic engineer was not originally anticipated in the original scope of work at the time of the initial agreement. As further evolution and development of the design progressed, it is necessary to review the traffic related improvements and final scope of work at this final phase of design before it is submitted to the Division of the State Architect. To see the original agreement, please [click here](#).

ANALYSIS

The services covered by this agreement commenced on April 30, 2019 and the end date has been extended from December 31, 2020 to December 31, 2021. The additional cost for this amendment is \$10,000. The agreement will be based on an hourly not-to-exceed fee of \$35,940. The extension of time for this amendment is December 31, 2021 to December 31, 2022.

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

RECOMMENDATION

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

Fiscal Impact:	\$10,000	Board Date: August 9, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 8/9/2021

Project: Campus Entrance Improvements

Site: **Santiago Canyon College**

Consultants: **LSA Associates, Inc.**

Type of Service: Traffic/Circulation Analysis Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$25,940.00		4/30/2019		12/31/2019
Amendment #1					12/31/2020
Amendment #2					12/31/2021
Amendment #3	\$10,000.00				12/31/2022
Total Agreement Amount	\$35,940.00				

AGREEMENT NO 0343.00/ DESCRIPTION:

Amendment #3 is for an extension of time and additional services.

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

Total Proposed Amount: **\$10,000.00**

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

THIRD AMENDMENT TO AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **10th** day of **AUGUST** in the year **2021**, between **LSA ASSOCIATES, INC.**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend that certain AGREEMENT #0343.00 entered into on April 30, 2019 and amended on December 9, 2019 and December 14, 2020 to provide Traffic/Circulation Analysis Services for the Campus Entrance Improvement Project at Santiago Canyon College. Please amend the AGREEMENT to include the following:
 - A. By increasing the AGREEMENT amount by TEN THOUSAND DOLLARS AND NO/100 (\$10,000) from TWENTY-FIVE THOUSAND NINE HUNDRED-FORTY DOLLARS AND NO/100 (\$25,940) for a total AGREEMENT amount of THIRTY-FIVE THOUSAND NINE HUNDRED FORTY DOLLARS AND NO/100 (\$35,940); and
 - B. By extending the contract completion date from December 31, 2021 to be through December 31, 2022.
2. 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.
3. Except as amended herein, the terms and conditions of AGREEMENT 0343.00 effective April 30, 2019, shall remain in full force and effect.

Agreement No. 0343.03
Board Approval: August 9, 2021
Purchase Order: 19-P0057108

LSA ASSOCIATES, INC.

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

By _____
Print Name _____
Title _____
Date _____
Email _____

By _____
Iris I. Ingram
Vice Chancellor, Business Services
Date _____

COPIES TO:

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

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Agreement with American Engineering Laboratories, Inc. for Materials Testing and Special Inspection Services for the Orange Education Center Site Remediation Project	
Action:	Request for Approval	

BACKGROUND

This is a new agreement for materials testing and special inspection services for the Orange Education Center Site Remediation project.

The construction services consist of utility locating, vertical drilling, site trenching, and heavy-duty perforated piping to install soil vapor extraction wells throughout the site. The installation also includes site preparation, equipment enclosures, plumbing, mechanical, and electrical services to install a soil vapor treatment plant. The treatment plant includes new process piping, treatment tanks, mechanical blowers, high performance filtration equipment, electrical panels, disconnects, and remote monitoring equipment. The treatment plant will remove hazardous underground vapors and clean the contaminated vapors through a carbon vessel system and exhaust clean vapors in the atmosphere in accordance with the Orange County Health Care Agency approved Remediation Action Plan.

The District requires the services of a qualified and competent materials testing and special inspection consultant during construction activities. Materials testing and special inspection services are required by the California Administrative Code (Title 24, Part 1) to be performed by testing laboratories acceptable to the Division of the State Architect (DSA). American Engineering Laboratories, Inc. shall perform all special inspections and material testing required for cast-in-place concrete, soil compaction testing, asphalt testing, steel reinforcement testing, and other material testing needed to properly evaluate materials.

ANALYSIS

A Request for Proposal (RFP) #2021-294 for materials testing and special inspection services for the Orange Education Center Site Remediation project was solicited to six prequalified firms on February 11, 2021 with a due date of March 23, 2021. The District received two responses from American Engineering Laboratories, Inc. (La Habra) and Willdan Engineering Group (Anaheim). A screening panel of five committee members convened to review the proposals on March 29, 2021 and interviewed American Engineering Laboratories, Inc. on April 5, 2021. The screening panel unanimously recommends American Engineering Laboratories, Inc. after a thorough review and culmination of their response, experience, team members, approach to the project,

qualifications, hourly rates, references, knowledge and ability to meet the anticipated schedule. Other firms declined to submit at this time for a variety of reasons from not interested, workload, and unavailability. The panel is recommending to move forward with the proposed consultant at this time.

Please [click here](#) to see the agreement.

The services covered by this agreement shall commence on August 10, 2021 and ends when the notice of completion for the construction work and project close-out have been achieved. The contract is a not to exceed fee of \$46,457. The District has reviewed the fee and finds it reasonable, within industry standards.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with American Engineering Laboratories, Inc. for Materials Testing and Special Inspection Services for the Orange Education Center Site Remediation Project as presented.

Fiscal Impact:	\$46,457	Board Date: August 9, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 8/9/2021

Project: Orange Education Center Site Remediation

Site: **Orange Education Center**

Consultants: **American Engineering Laboratories, Inc.**

Type of Service: Materials Testing and Special Inspection Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$46,457.00		8/10/2021	Project Close-Out
Total Agreement Amount	\$46,457.00			

AGREEMENT NO: 0422.00/ DESCRIPTION:

This agreement #0422.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$46,457.00**

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date:	August 9, 2021
Re:	Approval of Agreement with Innovative Construction Solutions, Inc. for Environmental Remediation Construction Services for the Orange Education Center Site Remediation Project		
Action:	Request for Approval		

BACKGROUND

This is a new agreement for environmental remediation construction services for the Orange Education Center Site Remediation project.

On May 24, 2021, the Board of Trustees adopted Resolution No. 21-09 - Authorization to Procure Orange Education Center Site Remediation Services by Negotiated Contract and Finding of Project Substantial Complexity. Please [click here](#) to see the Resolution. In accordance with the Resolution, the District issued a new RFP for environmental remediation construction services as well as maintenance and operations services for the Orange Education Center Site Remediation Project. This agreement is for the environmental remediation construction and installation work phase only as the maintenance and operations services agreement for the remediation system will be presented to the Board at a future date as staff is still working on the agreement.

On July 8, 2020 the Orange County Health Care Agency (OCHCA) approved the District's Remediation Action Plan as part of the site remediation activities at Orange Education Center. The environmental consultant prepared design plans for construction. The construction services consist of utility locating, vertical drilling, site trenching, and heavy-duty perforated piping to install soil vapor extraction wells throughout the site. The installation also includes site preparation, equipment enclosures, plumbing, mechanical, and electrical services to install a soil vapor treatment plant. The treatment plant includes new process piping, treatment tanks, mechanical blowers, high performance filtration equipment, electrical panels, disconnects, and remote monitoring equipment. The treatment plant will remove hazardous underground vapors and clean the contaminated vapors through a carbon vessel system and exhaust clean vapors in the atmosphere in accordance with the agency's approved Remediation Action Plan.

The contractor will also coordinate with both the District's engineers and commissioning consultants to implement a systematic commissioning process. This process will review system flow rates, radius of influence, calibration, adjusting, testing, balancing, and overall performance testing. The commissioning process will be incorporated by the contractor as part of a construction quality control plan to ensure system effectiveness during the initial installation and startup activities of the site remediation system.

Once construction is completed, it is unknown how long the remediation system will need to be in operation. At minimum, the environmental consultant is projecting the system to be in

operation for at least five years before there is sufficient data to demonstrate the installed remediation system’s effectiveness and rate of reduction of subsurface soil vapors. A maintenance and operations services agreement with a qualified environmental contractor will be required to service the equipment during the operational period and will be presented to the board at a future date.

ANALYSIS

A Request for Proposal (RFP) #2021-303 for environmental remediation construction services as well as maintenance and operations services for the Orange Education Center Site Remediation project was solicited to four qualified firms on May 11, 2021 and May 17, 2021 with a due date of June 25, 2021. The District received two proposals from Engineering & Environmental Construction, Inc. (Huntington Beach) and Innovative Construction Solutions, Inc. (Costa Mesa). A screening panel of four committee members convened to review the proposals on June 29, 2021 and interviewed Innovative Construction Solutions, Inc. on July 1, 2021. The screening panel unanimously recommends Innovative Construction Solutions, Inc. after a thorough review and culmination of their response, experience, team members, approach to the project, qualifications, hourly rates, references, knowledge and ability to meet the anticipated schedule. The panel is recommending to move forward with the proposed contractor at this time.

The services covered by this agreement is anticipated to start on August 28, 2021. The estimated construction duration is 230 calendar days. The contract amount is \$3,443,856. The District has reviewed the fee and finds it reasonable, within industry standards and comparable to the District’s independent cost estimate.

The District consulted with legal counsel, Sherman Wong of Public Agency Law Group in the preparation of the Request for Proposal and review of the construction services agreement and proposal responses.

Please [click here](#) to see the agreement.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Innovative Construction Solutions, Inc. for Environmental Remediation Construction Services for the Orange Education Center Site Remediation Project as presented.

Fiscal Impact:	\$3,443,856	Board Date: August 9, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 8/9/2021

Project: Orange Education Center Site Remediation

Site: **Orange Education Center**

Consultants: **Innovative Construction Solutions, Inc.**

Type of Service: Environmental Remediation Construction Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$3,443,856.00		8/28/2021	4/15/2022
Total Agreement Amount	\$3,443,856.00			

AGREEMENT NO: 22.303/ DESCRIPTION:

This agreement #22.303 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$3,443,856.00**

Contract End Date: **4/15/2022**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Agreement with Knowland Construction Services for Project Inspection Services for the Orange Education Center Site Remediation Project	
Action:	Request for Approval	

BACKGROUND

This is a new agreement with Knowland Construction Services for project inspection services for the Orange Education Center Site Remediation project.

The construction services consist of utility locating, vertical drilling, site trenching, and heavy-duty perforated piping to install soil vapor extraction wells throughout the site. The installation also includes site preparation, equipment enclosures, plumbing, mechanical, and electrical services to install a soil vapor treatment plant. The treatment plant includes new process piping, treatment tanks, mechanical blowers, high performance filtration equipment, electrical panels, disconnects, and remote monitoring equipment. The treatment plant will remove hazardous underground vapors and clean the contaminated vapors through a carbon vessel system and exhaust clean vapors in the atmosphere in accordance with the Orange County Health Care Agency approved Remediation Action Plan.

The District requires the services of a qualified inspector. The project inspector services shall consist of all onsite inspections of the project and all inspection related activities including reporting, in compliance with the contract documents and various code requirements. Inspection services are also required under California Education Code Sections 17309, 17311, 81141, 81143 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations.

ANALYSIS

A Request for Proposal (RFP) #2021-293 for project inspection services for the Orange Education Center Site Remediation project was solicited to six prequalified firms on February 11, 2021 with a due date of March 23, 2021. The District received one response from Knowland Construction Services (Palos Verdes). A screening panel of five committee members convened to review the proposal on March 29, 2021. The screening panel unanimously recommends Knowland Construction Services after a thorough review and culmination of their response, experience, team members, approach to the project, qualifications, hourly rates, references, knowledge and ability to meet the anticipated schedule. Other firms declined to submit at this time for a variety of reasons from not interested, workload, and unavailability. The panel is recommending to move forward with the proposed consultant at this time.

The services covered by this agreement shall commence on August 10, 2021 and ends when the notice of completion for the construction work and project close-out have been achieved. The contract includes an hourly, not to exceed fee of \$50,000 based on inspector hourly rates of \$78 an hour for a Class 3 inspector. The contract hourly rates shall remain the same through the duration of the contract term. The District has reviewed the fee and finds it reasonable, within industry standards and similar to other prequalified inspection firms.

Please [click here](#) to see the agreement.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION

It is recommended the Board of Trustees approve the agreement with Knowland Construction Services for Project Inspection Services for the Orange Education Center Site Remediation Project as presented.

Fiscal Impact:	\$50,000	Board Date: August 9, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 8/9/2021

Project: Orange Education Center Site Remediation

Site: **Orange Education Center**

Consultants: **Knowland Construction Services**

Type of Service: Project Inspection Services

Agreement Summary	Amount	Reimbursables	Duration	
			Start	End
Original Contract Amount	\$50,000.00		8/10/2021	Project Close-Out
Total Agreement Amount	\$50,000.00			

AGREEMENT NO: 0423.00/ DESCRIPTION:

This agreement #0423.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$50,000.00**

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE - BUSINESS SERVICES

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Amendment No. 1 (Lease Extension) to the Agreement with T-Mobile West LLC for Cellular Communications Facilities on Rooftop of the District Operations Center	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing lease agreement for an extension of time. The Rancho Santiago Community College District (“Lessor”) entered into a Communications Site Lease Agreement (Building) on May 7, 2001, (“Lease”) with Pacific Bell Wireless LLC, a Nevada corporation dba CINGULAR WIRELESS (“Lessee”). Under the terms of the Lease, Lessee was given the right to occupy approximately 250 square feet on the roof of the District Operations Center (“Building”) located at 2323 North Broadway, in Santa Ana. The Lessee’s intent was for the construction, maintenance and operation of cellular communications facilities. The original term of the Lease is for 20 years and expires on November 2, 2021.

Through a series of assignments, all rights, duties, and obligations of the Lessee under the terms of the Lease, CINGULAR WIRELESS was succeeded by Omnipoint Communications, Inc. which was succeeded by its parent company, T-Mobile West Corporation in June 2009, which is now known as T-Mobile West LLC. The District (and Lessee) wish to enter into a lease extension agreement to evaluate terms for a future Lease agreement. To see original agreement, please [click here](#).

ANALYSIS

The terms of the Lease commenced on November 3, 2001 for 10 years, along with two successive five-year extensions. The second five-year extension expires on November 2, 2021.

The initial Lease payment (“Rent”) was in the amount of \$2,000 per month with yearly Rent adjustments of not less than 3% nor more than 5% as calculated by the Consumer Price Index and is currently \$3,745.23 per month.

Utilizing guidelines from the California Department of General Services for “Telecommunications Lease Rates for State Facilities/Properties”, the new monthly Rent during the extended Lease term shall be \$4,119.75 which constitutes a 10% increase in revenue. The new amendment No. 1 is a time extension to the lease from November 3, 2021 to November 2, 2022. This one-year extension would allow the District time to evaluate and consider new terms for a future Lease agreement agreeable to the District and/or seek termination.

RECOMMENDATION

It is recommended the Board of Trustees approve Amendment No. 1 to Agreement with T-Mobile West LLC as presented.

Fiscal Impact:	\$49,437.00 (lease revenue, no cost to District)	Board Date: August 9, 2021
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

AMENDMENT NO. ONE (1) TO COMMUNICATIONS SITE LEASE AGREEMENT
(BUILDING)

This Amendment No. One (1) to Communications Site Lease Agreement (Building) (“Agreement”) is made and entered into as of the date of the last party to sign (“Effective Date”), by and between Rancho Santiago Community College District (“Lessor”) and T-Mobile West LLC as successor in interest to Cingular Wireless LLC (“Lessee”) with regard to the following facts:

RECITALS:

A. Lessor and Cingular Wireless LLC entered into that certain Communications Site Lease Agreement (Building) on May 7, 2001, as amended (“Lease”). Through a series of assignments, all rights duties and obligations of the Lessee under the terms of the Lease have been assigned, assumed and accepted by T-Mobile West LLC Under the terms of the Lease the Lessee has the right to occupy approximately two hundred fifty (250) square feet on the roof (“Roof”) of the building (“Building”) located at 2323 N. Broadway, Santa Ana, California. The Lessee has the right to occupy the Roof of the Building solely for the use of the Lessee Facilities (as defined in the Lease).

B. Pursuant to the terms of the Lease, the term of the Lease expires on November 2, 2021 (“Original Termination Date”). Lessor and Lessee have agreed that the term of the Lease will be extended (“Extended Lease Term”) for up to one (1) year period, which shall commence on November 3, 2021 (“Extended Term”) and expiring upon November 2, 2022 (“Extended Termination Date”), subject to the termination rights provided below.

AGREEMENT

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Lease Term. The parties acknowledge and agree that the Lease terminates on the Original Termination Date. The parties have agreed to extend the term of the Lease to the Extended Termination Date, subject to the termination rights provided below.

2. Termination of Lease. Either party may terminate the Lease prior to the expiration of the Extended Termination Date by providing the other party with at least ninety (90) days prior written notice of its desire to terminate the Extended Lease Term and the date of such termination (“Termination Notice”).

3. Rent. The monthly rent as of November 3, 2021 (“Commencement Date”) shall be Four Thousand, One Hundred, Nineteen dollars, and Seventy-Five cents (\$4,119.75) per month payable by Lessee to Lessor on or before the first day of each month of each term. The parties acknowledge that the first payment shall be due within thirty (30) days from the full

execution of this Agreement. Rent for any fractional month at the beginning or end of the Extended Lease Term shall be prorated.

4. Use. During the term, Lessee shall only use the Premises (as defined in the Lease) for the use of the Lessee Facilities; provided, however, Lessee shall only maintain the Lessee Facilities, and no upgrades, modifications or additional equipment may be added to the Premises or the Lessee Facilities.

5. Restoration Plan. All of the Lessee Facilities and all other personal property of Lessee shall be removed from the Premises by Lessee on or prior to the Extended Termination Date at the sole cost and expense of Lessee. Lessee shall be solely responsible for repairing all damage to the Premises, Roof, Building and the property where the Building is located that is caused by the removal of the Lessee Facilities. Lessee shall submit to Lessor a site restoration plan ("Restoration Plan") at least ninety (90) days before the expiration of the Extended Termination Date for review, comment and approval by the Lessor. The Restoration Plan shall provide sufficient information such that Lessor can evaluate the Restoration Plan to ensure that the Building rooftop will be restored in good operating condition. The Restoration Plan shall include: (i) sufficient details to ensure that the Roof and Building structure is properly weatherproofed after removal of all of the Lessee Facilities, (ii) the means and methods by which Lessee will perform the removal of all of the Lessee Facilities and the dates of such work, (iii) the coordination efforts between Lessee and Contractor agreeable to Lessor ("Roofing Company") to ensure that all warranties for the roof will be in full force and effect after the removal of the Lessee Facilities and the restoration of the Roof, and (iv) sufficient details as to how the roof and Building will be restored to the same condition as when received (ordinary wear and tear excepted). Lessor shall have the right to approve of the Restoration Plan in its sole and absolute discretion and any changes Lessor requests to the Restoration Plan shall be made by Lessee at the sole cost and expense of the Lessee. Lessee shall coordinate all work to be done pursuant to the Restoration Plan with the Lessor.

6. Lessee shall promptly pay all contractors and suppliers to ensure that no liens are filed by anyone in connection with the restoration work. Lessee shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate and shall include Lessor as an additional insured. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Lessee shall maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for its owned real or personal property.

7. Indemnity. Lessee hereby agrees to protect, defend, indemnify and hold Lessor harmless from and against any and all liabilities, claims, expenses, losses and damages, including, without limitation, attorneys' fees and disbursements, which may at any time be asserted against Lessor arising from: (a) any work performed by Lessee or its contractors pursuant to the Restoration Plan or the failure of Lessee to perform any of the covenants, agreements, terms, provisions or conditions contained in this Agreement, or (b) Lessee's use

and/or occupancy of the Premises. The provisions of this Section 6 shall survive the expiration or earlier termination of the Lease.

8. Notice Address. Lessee's notice address under section 32 (d) of the Lease is replaced with the following:

T-Mobile West LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/LA02018A

9. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10. Conflict. The terms of this Agreement shall control over the terms of the Lease to the extent that there are inconsistent terms in the Lease and this Agreement. Any agreement hereinafter made shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment hereof, in whole or in part, unless such agreement is in writing and signed by the parties hereto. Except as specifically amended pursuant to the terms of this Agreement, the terms and conditions of the Lease shall remain unmodified and in full force and effect.

11. Captions and Definitions. Captions to the Sections in this Agreement are included for convenience only and are not intended and shall not be deemed to modify or explain any of the terms of this Agreement.

12. Further Assurances. The parties hereto agree that each of them, upon the request of the other party, shall execute and deliver, such further documents, instruments or agreements and shall take such further action that may be necessary or appropriate to effectuate the purposes of this Agreement.

13. Governing Law. This Agreement shall be governed by and in all respects construed in accordance with the internal laws of the State of California. The parties hereby acknowledge and reaffirm their respective obligation under the Lease, as modified by this Agreement.

14. Counterparts. This Agreement may be executed electronically and in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Executed copies hereof may be delivered by email or other electronic means and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

"Lessor":

Rancho Santiago Community College District

By: _____

Its: _____

By: _____

Its: _____

"Lessee":

T-Mobile West LLC

By: _____

Its: _____

By: _____

Its: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**DISTRICT OFFICE - BUSINESS SERVICES**

To:	Board of Trustees	Date: August 9, 2021
Re:	Acceptance of Vendor Name Change	
Action:	Request for Acceptance	

BACKGROUND

The Rancho Santiago Community College District Board of Trustees has approved several agreements with Digital Networks Group, Inc. for various audio visual projects districtwide.

On July 27, 2021 RSCCD was informed that Digital Networks Group, Inc. has merged with Avidex Industries, LLC. Digital Networks Inc. has changed their name to Avidex Industries, LLC and remains at the same location in the city of Lake Forest. The name change was filed with the State of California to do business under the new name and an updated W-9 has been provided to the District.

ANALYSIS

In order to avoid interruption of existing services and to make payments for services rendered timely, it is necessary to seek acceptance by the Board of Trustees to change the vendor name in our vendor database in Colleague. The name change does not amend the current services provided or cost. Avidex Industries, LLC is committed to providing the same level of service that Digital Networks Group, Inc. contractually committed to in fulfilling previously Board approved services.

RECOMMENDATION

It is recommended the Board of Trustees accept the vendor name change request from Digital Networks Group, Inc. to Avidex Industries, LLC as presented.

Fiscal Impact:	N/A	Board Date: August 9, 2021
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Iris I. Ingram, Vice Chancellor, Business Services	
Recommended by:	Marvin Martinez, Chancellor	

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-B0001935	07/01/21	79	Auxiliary Services Office	Maint Contract - Office Equip	KONICA MINOLTA BUSINESS	6,000.00
22-B0001936	07/12/21	71	Student Activities	Other Operating Exp & Services	OFFICE DEPOT	2,000.00
22-B0001937	07/12/21	71	Student Activities	Excess/Copies Useage	KONICA MINOLTA BUSINESS	2,500.00
22-B0001938	07/14/21	71	Student Activities	Other Operating Exp & Services	LUX BUS AMERICA	810.00
22-B0001939	07/14/21	79	Auxiliary Services Office	Other Operating Exp & Services	OFFICE DEPOT	1,000.00
22-B0001940	07/14/21	79	Auxiliary Services Office	Other Operating Exp & Services	SCHICK RECORDS MGMT	1,301.76
22-B0001941	07/14/21	79	Auxiliary Services Office	Other Operating Exp & Services	DE LAGE LANDEN FINANCIAL SERVICES	4,389.24
22-B0001942	07/14/21	79	Auxiliary Services Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	43,789.48
22-P0064513	07/01/21	11	Maintenance & Operations	Contracted Services	SUNBELT CONTROLS INC	5,600.00
22-P0064514	07/01/21	11	Maintenance & Operations	Contracted Services	QUEZADA PRO LANDSCAPE INC	15,056.00
22-P0064517	07/01/21	11	Maintenance & Operations	Contracted Services	AQUA CLEAR WATER TREATMENT	7,080.00
22-P0064541	07/01/21	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	11,483.23
22-P0064542	07/01/21	61	Risk Management	Hazardous Materials Removal	AGRITEC INTERNATIONAL LTD	500.00
22-P0064543	07/01/21	61	Risk Management	Hazardous Materials Removal	FRS ENVIRONMENTAL	2,800.00
21-P0064549	06/21/21	74	Upward Bound	Student Gift Cards	ALBERTSONS/SAFEWAY	12,825.00
21-P0064550	06/21/21	12	EOPS	Student Gift Cards	NGC US, LLC	14,960.99
21-P0064551	06/21/21	12	EOPS	Student Gift Cards	ALBERTSONS/SAFEWAY	14,962.50
21-P0064552	06/21/21	12	Student Services Office	Reproduction/Printing Expenses	HAGGARTY PRINTING INC	8,079.77
21-P0064553	06/22/21	11	District Wide Technology	Software License and Fees	JUNO TOPCO INC	12,590.00
21-P0064554	06/22/21	12	Career Education Office	Non-Instructional Supplies	AMAZON COM	228.19
21-P0064555	06/22/21	11	Administrative Services Office	Other Licenses & Fees	SCAQMD	609.17
21-P0064557	06/22/21	11	Human Resources Office	Contracted Services	LIEBERT CASSIDY WHITMORE	3,100.00
21-P0064558	06/22/21	11	Board of Trustees	Contracted Services	DEAN THOMAS PHOTOGRAPHY	709.03
21-P0064559	06/23/21	11	Publications	Contracted Services	CANON SOLUTIONS AMERICA, INC	6,792.00
21-P0064560	06/23/21	11	District Wide Technology	Contracted Services	TYLER TECHNOLOGIES INC.	7,200.00
21-P0064561	06/23/21	41	Facility Planning Office	Bldg Impr - DSA Project Insp	KNOWLAND CONSTRUCTION SVCS	11,280.00
22-P0064562	07/01/21	11	Publications	Non-Instructional Supplies	CANON SOLUTIONS AMERICA, INC	5,000.00
22-P0064563	07/01/21	13	Santiago Canyon College	Contracted Services	ELUMEN, INC	3,000.00
21-P0064564	06/23/21	12	Short-Term Vocational	Software License and Fees	BLDG AND CONSTRUCTION TRADES DEPARTMENT	1,400.00
22-P0064565	07/01/21	61	Risk Management	Property & Liability Self-Ins	STATEWIDE ASSOCIATION FOR COMMUNITY COLLEGES	1,069,266.00
21-P0064566	06/23/21	11	District Wide Technology	Software License and Fees	NTH GENERATION COMPUTING INC	46,124.00
22-P0064567	07/01/21	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
22-P0064568	07/01/21	61	Risk Management	Hazardous Materials Removal	MERCURY DISPOSAL SYSTEM, INC.	900.00
22-P0064569	07/01/21	11	District Wide Technology	Contracted Services	DAVID FUHRMANN	36,000.00
22-P0064570	07/01/21	13	Admin Services Office	Telephone & Pager Services	JAROTH INC	636.00
22-P0064571	07/01/21	13	Operations	Contracted Services	DIRECTV	2,000.00
22-P0064572	07/01/21	13	Santiago Canyon College	Contracted Services	GOODWILL INDUSTRIES OF ORANGE COUNTY	10,000.00
22-P0064573	07/01/21	13	Admin Services Office	Postage	PURCHASE POWER	500.00
22-P0064574	07/01/21	13	Admin Services Office	Rental - Other (Short-term)	CINTAS CORP	3,000.00
21-P0064575	06/24/21	11	Digital Media Center	Contracted Services	IRVINE VALLEY AIR CONDITIONING INC	1,953.22
22-P0064576	07/01/21	11	Publications	Non-Instructional Supplies	KELLY PAPER	5,000.00
22-P0064577	07/01/21	11	Publications	Non-Instructional Supplies	VERITIV OPERATING COMPANY	15,000.00

4.16 (1)

No. 4.16

Legend: * = Multiple Funds for this P.O.

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Environment: Production

LoginID: DR21189

06/20/21 thru 07/17/21

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0064578	07/01/21	62	Risk Management	Workers Compensation Insurance	PROTECTED INSURANCE PROGRAM FOR SCHOOLS	1,603,304.04
21-P0064579	06/28/21	13	Human Resources Office	Advertising	JOB ELEPHANT COM INC	5,288.00
21-P0064580	06/28/21	11	Human Resources Office	Legal Expenses	VAN DERMYDEN MADDUX LAW CORPORATION	35,000.00
22-P0064581	07/01/21	41	Facility Planning Office	Site Improv - Contractor Svcs	QUEZADA PRO LANDSCAPE INC	19,350.00
22-P0064582	07/01/21	12	Outreach	Contracted Services	SECTORPOINT INC	194,637.00
22-P0064583	07/01/21	13	Admin Services Office	Non-Instructional Supplies	MODERNTHINK LLC	1,928.00
22-P0064584	07/01/21	33	CDC Santiago Canyon College	Food and Food Service Supplies	SYSCO FOOD SVC	700.00
22-P0064585	07/01/21	33	CDC Centennial Education Ctr	Food and Food Service Supplies	CLEARBROOK FARMS INC	1,400.00
22-P0064586	07/01/21	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	700.00
22-P0064587	07/01/21	33	CDC Centennial Education Ctr	Food and Food Service Supplies	CLEARBROOK FARMS INC	350.00
22-P0064588	07/01/21	33	CDC Centennial Education Ctr	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	1,000.00
22-P0064589	07/01/21	33	CDC Santiago Canyon College	Food and Food Service Supplies	CLEARBROOK FARMS INC	3,000.00
21-P0064590	06/29/21	12	Outreach	Contracted Services	CHARTER COMMUNICATIONS HOLDINGS, LLC	55,384.00
22-P0064591	07/01/21	11	Business Operations' Office	Inst Dues & Memberships	CASBO CALIF ASSOC OF SCHOOL	1,750.00
21-P0064592	06/29/21	33	CDC Administration	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LONG BEACH	1,212.28
22-P0064593	07/01/21	11	Purchasing	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	14,400.00
21-P0064594	06/30/21	13	Student Services Office	Other Exp Paid for Students	HOUSE OF STOLE, LLC	988.50
22-P0064595	07/01/21	13	Maintenance	Non-Instructional Supplies	HOME DEPOT	500.00
22-P0064596	07/01/21	12	Continuing Education Division	Landscaping	AFFORDABLE HOUSING SPECIALISTS GROUP LLC	3,250.00
22-P0064597	07/01/21	11	Payroll	Maint Contract - Office Equip	CI BUSINESS EQUIPMENT INC	228.00
22-P0064598	07/01/21	13	Maintenance	Non-Instructional Supplies	WOODWARDS ACE HARDWARE	2,000.00
22-P0064599	07/01/21	13	Maintenance	Non-Instructional Supplies	WATERLINE TECHNOLOGIES INC	14,000.00
22-P0064600	07/01/21	13	Maintenance	Non-Instructional Supplies	TRANE U.S. INC	2,000.00
22-P0064601	07/01/21	13	Maintenance	Non-Instructional Supplies	HOWARD INDUSTRIES	750.00
22-P0064602	07/01/21	13	Maintenance	Non-Instructional Supplies	GRAINGER	10,000.00
21-P0064603	06/30/21	12	Orientation/Coord/Training	Non-Instructional Supplies	ADVENTURES IN ADVERTISING	13,967.62
22-P0064604	07/01/21	11	District Wide Technology	Contracted Services	GO TO TECHNOLOGIES, INC.	12,960.00
22-P0064605	07/01/21	12	Financial Aid Office	Inst Dues & Memberships	NASFAA NATL ASSOC OF STUDENT	4,557.00
22-P0064606	07/01/21	33	CDC Santiago Canyon College	Food and Food Service Supplies	SYSCO FOOD SVC	2,300.00
22-P0064607	07/01/21	33	CDC Centennial Education Ctr	Non-Instructional Supplies	SMART & FINAL	500.00
22-P0064608	07/01/21	12	Admin Services Office	Software License and Fees	PALOMAR COMMUNITY	1,120.00
22-P0064609	07/01/21	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	1,000.00
22-P0064610	07/01/21	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	175.00
22-P0064611	07/01/21	11	District Wide Technology	Contracted Services	GO TO TECHNOLOGIES, INC.	130,560.00
22-P0064612	07/01/21	12	LAOCRC - Los Angeles	Contracted Services	UNITE-LA, INC	250,000.00
22-P0064613	07/01/21	12	Academic Affairs Office	Instructional Supplies	SEHI COMPUTER PRODUCTS	10,000.00
22-P0064614	07/01/21	12	LAOCRC - Los Angeles	Contracted Services	THE MCNELLIS CORP	18,000.00
22-P0064615	07/01/21	13	Maintenance	Non-Instructional Supplies	DUNN EDWARDS CORP	1,700.00
22-P0064616	07/01/21	13	Maintenance	Non-Instructional Supplies	AAA ELECTRIC MOTOR SALES	5,000.00
22-P0064617	07/01/21	13	Maintenance	Non-Instructional Supplies	GREENS SECURITY CTR INC	300.00
22-P0064618	07/01/21	12	Library Services	Library Books	AMAZON COM	3,500.00
22-P0064619	07/01/21	13	Grounds	Non-Instructional Supplies	WOODWARDS ACE HARDWARE	250.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0064620	07/01/21	13	Grounds	Non-Instructional Supplies	AGUINAGA GREEN INC	1,500.00
21-P0064621	06/30/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF ANAHEIM	20,132.00
21-P0064622	06/30/21	11	Fire Academy	Instructional Agrmt - Salary	CHINO VALLEY INDEPENDENT	20,680.25
21-P0064623	06/30/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF MONTEBELLO	23,247.00
21-P0064624	06/30/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF ORANGE	25,205.40
21-P0064625	06/30/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF RANCHO CUCAMONGA	18,453.25
21-P0064626	06/30/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF FOUNTAIN VALLEY	13,302.75
21-P0064627	06/30/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF LAGUNA BEACH	11,221.75
21-P0064628	06/30/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF LA VERNE	9,236.00
21-P0064629	06/30/21	11	Fire Academy	Instructional Agrmt - Salary	CITY OF HUNTINGTON BEACH	7,230.50
21-P0064630	06/30/21	11	Fire Academy	Contracted Repair Services	MOORE ROBERT K	200.00
22-P0064631	07/01/21	13	Business Division Office	Inst Dues & Memberships	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	5,000.00
22-P0064632	07/01/21	33	CDC Administration	Other Licenses & Fees	DEPT OF SOCIAL SERVICES	484.00
22-P0064633	07/01/21	33	EHS Administration	Inst Dues & Memberships	REGION 9 HEAD START ASSOC.	500.00
22-P0064634	07/01/21	33	EHS Administration	Inst Dues & Memberships	CA HEAD START ASSOC.	800.00
22-P0064635	07/01/21	33	CDC Administration	Inst Dues & Memberships	EVERYCHILD CALIFORNIA	1,800.00
22-P0064636	07/01/21	13	Professional Development	Software License and Fees	PALOMAR COLLEGE/TTIP SOUTH PROJECT	2,720.00
22-P0064637	07/01/21	13	Professional Development	Inst Dues & Memberships	THE RP GROUP	510.00
22-P0064638	07/06/21	61	Risk Management	Property & Liability Self-Ins	KEENAN & ASSOCIATES	15,969.68
22-P0064639	07/06/21	11	American Sign Language	Contracted Services	ACCURATE COMMUNICATION INC	5,000.00
22-P0064640	07/06/21	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	OFFICE FURNITURE GROUP, LLC	4,682.56
22-P0064641	07/06/21	11	American Sign Language	Contracted Services	GOODWILL INDUSTRIES OF ORANGE COUNTY	3,000.00
22-P0064642	07/06/21	43	Facility Planning Office	Equip-All Other >\$200 < \$1,000	AMAZON COM	1,388.84
22-P0064643	07/06/21	12	Veterans Resource Center	Inst Dues & Memberships	WESTERN ASSOC. OF VETERAN EDUC. SPECIALISTS	100.00
22-P0064644	07/06/21	12	Engineering	Software License and Fees	STUDICA INC	795.00
22-P0064645	07/06/21	12	Counseling	Other Exp Paid for Students	DON BOOKSTORE	600.00
22-P0064646	07/06/21	12	Career Center	Internet Services	COLLEGESOURCE INC	11,741.60
22-P0064647	07/06/21	41	Facility Planning Office	Software Support Service	ONUMA INC	5,000.00
22-P0064648	07/06/21	11	Academic Affairs Office-Dean	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
22-P0064649	07/06/21	12	Academic Affairs Office-Dean	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-P0064650	07/06/21	33	CDC Santa Ana College - East	Food and Food Service Supplies	SMART & FINAL	500.00
22-P0064651	07/06/21	33	CDC Santa Ana College - East	Food and Food Service Supplies	NORTHGATE GONZALEZ MARKET	500.00
22-P0064652	07/06/21	11	Chancellor's Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
22-P0064653	07/06/21	11	Chancellor's Office	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LB	1,000.00
22-P0064654	07/06/21	11	Chancellor's Office	Food and Food Service Supplies	FARMERS AND MERCHANTS BANK OF LB	2,000.00
22-P0064655	07/06/21	11	Chancellor's Office	Telephone & Pager Services	FARMERS AND MERCHANTS BANK OF LB	1,800.00
22-P0064656	07/06/21	33	CDC Santa Ana College - East	Food and Food Service Supplies	CLEARBROOK FARMS INC	3,000.00
22-P0064657	07/06/21	33	CDC Santa Ana College	Food and Food Service Supplies	SYSCO FOOD SVC	2,000.00
22-P0064658	07/06/21	33	CDC Santa Ana College	Food and Food Service Supplies	SYSCO FOOD SVC	5,000.00
22-P0064659	07/06/21	33	CDC Santa Ana College	Food and Food Service Supplies	CLEARBROOK FARMS INC	7,000.00
22-P0064660	07/06/21	33	CDC Santa Ana College - East	Food and Food Service Supplies	SYSCO FOOD SVC	750.00
22-P0064661	07/06/21	33	CDC Santa Ana College - East	Food and Food Service Supplies	SYSCO FOOD SVC	2,250.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0064662	07/06/21	11	Fire Academy	Rental-Equipment (Short-term)	RYDER TRUCK RENTAL INC	400.00
22-P0064663	07/06/21	13	Maintenance	Repair & Replacement Parts	IRVINE PIPE SUPPLY	6,000.00
22-P0064664	07/06/21	41	Facility Planning Office	Bldg Impr - Other Services	BRAILSFORD & DUNLAVEY, INC.	209,690.00
22-P0064665	07/06/21	13	Maintenance	Non-Instructional Supplies	KNORR SYSTEMS INC	1,000.00
22-P0064666	07/06/21	11	Maintenance & Operations	Contracted Repair Services	ACADEMY ELECTRIC INC	3,600.00
22-P0064667	07/06/21	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SMART & FINAL	500.00
22-P0064668	07/06/21	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	700.00
22-P0064669	07/06/21	13	Maintenance	Repair & Replacement Parts	POWERTRON	4,000.00
22-P0064670	07/06/21	13	Maintenance	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES DISTRIBUTOR	8,000.00
22-P0064671	07/06/21	13	Maintenance	Contracted Repair Services	SADDLEBACK GOLF CARS	500.00
22-P0064672	07/06/21	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SYSCO FOOD SVC	175.00
22-P0064673	07/06/21	13	Maintenance	Gasoline	SC FUELS	2,000.00
22-P0064674	07/06/21	13	Maintenance	Contracted Repair Services	VINCENT DE JESUS	1,500.00
22-P0064675	07/06/21	11	Maintenance & Operations	Contracted Services	ACCO ENGINEERED SYSTEMS INC	13,072.00
22-P0064676	07/06/21	11	Purchasing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
22-P0064677	07/06/21	11	Maintenance & Operations	Contracted Services	ACCO ENGINEERED SYSTEMS INC	4,128.00
22-P0064678	07/06/21	13	Maintenance	Contracted Repair Services	THE PAPE GROUP INC	1,000.00
22-P0064679	07/06/21	13	Grounds	Non-Instructional Supplies	B & M LAWN & GARDEN CTR	500.00
22-P0064680	07/06/21	13	Grounds	Non-Instructional Supplies	BISHOP CO	1,500.00
22-P0064681	07/06/21	13	Grounds	Non-Instructional Supplies	ANGELUS QUARRIES BLDG	1,500.00
22-P0064682	07/06/21	13	Custodial	Non-Instructional Supplies	AMERICAN CHEMICAL & SANITARY	3,500.00
22-P0064683	07/06/21	13	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	7,000.00
22-P0064684	07/06/21	13	Admin Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	250.00
22-P0064685	07/06/21	13	Grounds	Non-Instructional Supplies	ORANGE COUNTY FARM SUPPLY	5,000.00
22-P0064686	07/06/21	13	Grounds	Non-Instructional Supplies	SITEONE LANDSCAPE SUPPLY LLC	5,000.00
22-P0064687	07/06/21	13	Maintenance	Repair & Replacement Parts	WALTERS WHOLESALE ELECTRIC CO	500.00
22-P0064688	07/07/21	43	Facility Planning Office	Equip-Software > \$5,000	Q-MATIC CORP	556.91
22-P0064689	07/07/21	12	Continuing Education Division	Contracted Services	3DI, INC.	10,050.00
22-P0064690	07/07/21	11	Maintenance & Operations	Non-Instructional Supplies	IMMEL DESIGN INC	569.12
22-P0064691	07/07/21	61	Risk Management	Property & Liability Self-Ins	KEENAN & ASSOCIATES	1,267.00
22-P0064692	07/07/21	33	CDC Administration	Contracted Repair Services	ITW FOOD EQUIPMENT GROUP LLC	953.89
22-P0064693	07/07/21	61	Risk Management	Property & Liability Self-Ins	STATEWIDE ASSOCIATION FOR COMMUNITY COLLEGES	6,727.00
22-P0064694	07/07/21	12	Health & Wellness	Contracted Services	QUEST DIAGNOSTICS	1,000.00
22-P0064695	07/07/21	12	Biology	Instructional Supplies	EDVOTEK	112.18
22-P0064696	07/07/21	11	Fiscal Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	8,500.00
22-P0064697	07/07/21	11	Facility Planning Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,500.00
22-P0064698	07/07/21	11	Maintenance & Operations	Non-Instructional Supplies	GLASBY MAINTENANCE SUPPLY	10,000.00
22-P0064699	07/07/21	11	Maintenance & Operations	Non-Instructional Supplies	HOME DEPOT	4,000.00
22-P0064700	07/07/21	11	Maintenance & Operations	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	5,000.00
22-P0064702	07/07/21	11	Risk Management	Non-Instructional Supplies	HOME DEPOT	500.00
22-P0064703	07/07/21	11	Risk Management	Non-Instructional Supplies	GRAINGER	1,500.00
22-P0064704	07/07/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	HENRY SCHEIN INC	2,185.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0064705	07/07/21	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	2,000.00
22-P0064706	07/07/21	12	Continuing Education Division	Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	462.89
22-P0064707	07/07/21	12	Pharmacy Technology	Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	3,000.00
22-P0064708	07/07/21	12	Pharmacy Technology	Instructional Supplies	HEALTH CARE LOGISTICS INC	2,000.00
22-P0064709	07/07/21	12	Chemistry	Instructional Supplies	MICROTECH SCIENTIFIC	1,431.62
22-P0064710	07/07/21	12	Welding	Instructional Supplies	SIMS ORANGE WELDING SUPPLY	7,500.00
22-P0064711	07/07/21	11	District Wide Technology	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
22-P0064712	07/07/21	11	District Wide Technology	Non-Instructional Supplies	MONOPRICE INC	10,000.00
22-P0064713	07/07/21	11	District Wide Technology	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	5,000.00
22-P0064714	07/07/21	12	Health & Wellness Center	Non-Instructional Supplies	PHARMEDIX	5,000.00
22-P0064715	07/07/21	12	Health & Wellness Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-P0064716	07/07/21	12	Health & Wellness Center	Contracted Services	QUEST DIAGNOSTICS	3,800.00
22-P0064717	07/07/21	12	Health & Wellness Center	Non-Instructional Supplies	GU LOGIC INC	300.00
22-P0064718	07/07/21	12	Health & Wellness Center	Food and Food Service Supplies	SMART & FINAL	400.00
22-P0064719	07/07/21	12	Health & Wellness Center	Contracted Services	MEDICAL BILLING TECH INC	2,000.00
22-P0064720	07/07/21	12	Health & Wellness Center	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	10,000.00
22-P0064721	07/07/21	33	CDC Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	300.00
22-P0064722	07/07/21	33	EHS Administration	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	450.00
22-P0064723	07/07/21	33	EHS Administration	Equip-Fed Prgm >\$1,000< \$5,000	BESTWAY LAUNDRY SOLUTIONS	111.00
22-P0064724	07/07/21	11	CJ/Academies	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,500.00
22-P0064725	07/07/21	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
22-P0064726	07/07/21	12	Continuing Education Division	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	3,000.00
22-P0064727	07/07/21	11	Risk Management	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	800.00
22-P0064728	07/07/21	13	Continuing Education Division	Non-Instructional Supplies	HOME DEPOT	1,500.00
22-P0064729	07/07/21	13	Maintenance	Non-Instructional Supplies	CANDELA CORP	500.00
22-P0064730	07/07/21	13	Maintenance	Contracted Repair Services	THOMPSON & WEISZ INC	2,000.00
22-P0064731	07/07/21	13	Maintenance	Repair & Replacement Parts	ANIXTER INC	1,000.00
22-P0064732	07/07/21	12	Academic Affairs Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,500.00
22-P0064733	07/07/21	13	Grounds	Contracted Repair Services	SITEONE LANDSCAPE SUPPLY LLC	200.00
22-P0064734	07/07/21	13	Grounds	Contracted Repair Services	ARIZONA MACHINERY	2,500.00
22-P0064735	07/07/21	13	Grounds	Non-Instructional Supplies	IMPERIAL SPRINKLER SUPPLY INC	3,000.00
22-P0064736	07/07/21	11	District Wide Technology	Contracted Services	TYLER TECHNOLOGIES INC.	12,400.00
22-P0064737	07/07/21	11	District Wide Technology	Contracted Services	TYLER TECHNOLOGIES INC.	14,400.00
22-P0064738	07/07/21	11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	356.86
22-P0064739	07/07/21	62	Risk Management	Contracted Services	CORVEL ENTERPRISE COMP INC	7,350.00
* 22-P0064740	07/08/21	12	Santiago Canyon College	All Risk/Athletic Insurance	STUDENT INSURANCE	55,131.00
* 22-P0064740	07/08/21	61	Risk Management	All Risk/Athletic Insurance	STUDENT INSURANCE	107,752.00
PO Amt Total for * 22-P0064740:						162,883.00
22-P0064741	07/08/21	11	Kinesiology - Admin Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,875.00
22-P0064742	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,500.00
22-P0064743	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	SMART & FINAL	1,000.00
22-P0064745	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	DON BOOKSTORE	200.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0064746	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	HOME DEPOT	800.00
22-P0064747	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	GRAINGER	600.00
22-P0064748	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	SPECTRUM GAS PRODUCTS	750.00
22-P0064749	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	700.00
22-P0064750	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	500.00
22-P0064751	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	650.00
22-P0064752	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	HARDY DIAGNOSTICS	200.00
22-P0064753	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	NILES BIOLOGICAL INC	700.00
22-P0064754	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	1,500.00
22-P0064755	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	1,500.00
22-P0064756	07/08/21	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	1,000.00
22-P0064757	07/08/21	12	Distance Education	Software License and Fees	BIG NERD SOFTWARE, LLC	900.00
22-P0064758	07/08/21	11	CJ/Academies	Maint/Oper Service Agreements	ORKIN PEST CONTROL	200.00
22-P0064759	07/08/21	12	Library Services	Library Books - Databases	SIDECAR PUBLICATIONS LLC	348.00
22-P0064760	07/08/21	33	CDC Administration	Other Licenses & Fees	NAEYC	775.00
22-P0064761	07/08/21	13	Grounds	Non-Instructional Supplies	HORIZON DISTRIBUTORS INC	2,000.00
22-P0064762	07/08/21	13	Grounds	Non-Instructional Supplies	HOME DEPOT	1,000.00
22-P0064763	07/08/21	13	Grounds	Contracted Repair Services	B & M LAWN & GARDEN CTR	3,000.00
22-P0064764	07/08/21	12	Orange Educ Ctr-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
22-P0064765	07/08/21	11	Student Information Support	Non-Instructional Supplies	VARIDESH LLC	644.58
22-P0064766	07/08/21	12	Continuing Education Division	Non-Instructional Supplies	HOME DEPOT	2,000.00
22-P0064767	07/08/21	13	Continuing Education Division	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	7,500.00
22-P0064768	07/08/21	12	Counseling	Software License and Fees	VALSOFT CORPORATION	5,600.00
22-P0064769	07/08/21	11	Kinesiology - Intercoll Athlet	Transportation - Student	CERTIFIED TRANSPORTATIONS SERVICES INC	10,000.00
22-P0064770	07/08/21	12	Kinesiology - Intercoll Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	5,000.00
22-P0064771	07/08/21	33	CDC Santiago Canyon College	Food and Food Service Supplies	ALBERTSONS/SAFEWAY	500.00
22-P0064772	07/08/21	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	2,000.00
22-P0064773	07/08/21	12	Biology	Instructional Supplies	VWR FUNDING INC	1,500.00
22-P0064774	07/08/21	13	Maintenance	Non-Instructional Supplies	HOME DEPOT	6,000.00
22-P0064775	07/08/21	12	Biology	Instructional Supplies	ALBERTSONS/SAFEWAY	400.00
22-P0064776	07/08/21	13	Admin Services Office	Contracted Services	GLOBAL WORKS INC	4,000.00
22-P0064777	07/08/21	12	Library Services	Library Books	YANKEE BOOK PEDDLER INC	4,500.00
22-P0064778	07/08/21	12	Admin Services Office	Software License and Fees	SURVEY MONKEY INC	4,000.00
22-P0064779	07/08/21	13	Accreditation	Other Licenses & Fees	ACCJC ACCREDITING COMMISSION	34,622.00
22-P0064780	07/08/21	12	Biology	Instructional Supplies	RIGOL TECHNOLOGIES USA INC	9,575.43
22-P0064782	07/08/21	12	Continuing Education Division	Advertising	LIN PHAN	4,988.00
22-P0064783	07/08/21	12	Chemistry	Instructional Supplies	ALBERTSONS/SAFEWAY	500.00
22-P0064784	07/08/21	12	Chemistry	Instructional Supplies	MICROTECH SCIENTIFIC	1,000.00
22-P0064785	07/08/21	12	Chemistry	Instructional Supplies	SIGMA ALDRICH INC	1,000.00
22-P0064786	07/08/21	33	EHS Administration	Non-Instructional Supplies	AMAZON COM	561.07
22-P0064787	07/12/21	11	Board of Trustees	Non-Instructional Supplies	MICHAEL J MACKENZIE	500.00
22-P0064788	07/12/21	12	Chemistry	Instructional Supplies	SIGMA ALDRICH INC	1,182.93

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0064789	07/12/21	12	Career Education Office	Advertising	CRAIG KELMAN & ASSOCIATES	1,195.00
22-P0064790	07/12/21	12	Career Education Office	Advertising	ORANGE COUNTY APT HOUSE ASSOCIATION INC.	250.00
22-P0064791	07/12/21	12	Counseling & Student Sup Ofc	Software License and Fees	INFORMATICS HOLDINGS, INC.	4,193.75
22-P0064792	07/12/21	12	Career Education Office	Books, Mags & Subscrip-Non-Lib	JOHN WILEY & SONS	3,994.00
22-P0064793	07/12/21	11	Board of Trustees	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,200.00
22-P0064794	07/12/21	11	Human Resources Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
22-P0064795	07/12/21	41	Facility Planning Office	Bldg Impr - Contractor Svcs	BEST CONTRACTING SVCS	23,941.00
22-P0064796	07/13/21	12	LAOCRC - Los Angeles	District Business/Sponsorships	CCLC COMMUNITY COLLEGE LEAGUE OF CA	10,000.00
22-P0064797	07/13/21	11	Board of Trustees	Non-Instructional Supplies	FARMERS AND MERCHANTS BANK OF LONG BEACH	40.93
22-P0064798	07/13/21	11	Maintenance & Operations	Contracted Services	BENS ASPHALT INC	5,173.50
22-P0064799	07/13/21	11	Chancellor's Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,100.00
22-P0064800	07/13/21	11	Board of Trustees	Conference Expenses - Travel	FARMERS AND MERCHANTS BANK OF LONG BEACH	7,000.00
22-P0064801	07/13/21	11	Board of Trustees	Food and Food Service Supplies	FARMERS AND MERCHANTS BANK OF LONG BEACH	3,000.00
22-P0064802	07/13/21	11	Purchasing	Non-Instructional Supplies	OFFICE DEPOT	11.08
22-P0064803	07/13/21	12	Media Systems	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
22-P0064804	07/13/21	12	Business Division Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
22-P0064805	07/13/21	12	EOPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
22-P0064806	07/13/21	11	Maintenance	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
22-P0064808	07/14/21	61	Risk Management	Hazardous Materials Removal	STERICYCLE INC	3,500.00
22-P0064809	07/14/21	12	Continuing Education Division	Maint Contract - Office Equip	SEHI COMPUTER PRODUCTS	458.93
22-P0064810	07/14/21	11	Maintenance & Operations	Non-Instructional Supplies	MICHAEL J MACKENZIE	84.25
22-P0064811	07/14/21	11	Safety & Parking - DO	Ammunition/Firearm Supplies	DOOLEY ENTERPRISES	5,000.00
22-P0064812	07/14/21	12	DSPS Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,850.00
22-P0064813	07/14/21	12	Health & Wellness Center	Inst Dues & Memberships	HSACCC HEALTH SVCS ASSOCIATION	150.00
22-P0064814	07/14/21	12	Career Center	Software License and Fees	EUREKA	5,975.00
22-P0064815	07/14/21	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,870.81
22-P0064816	07/14/21	12	Distance Education	Software License and Fees	SPEAKWORKS, INC	1,799.40
22-P0064817	07/15/21	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
22-P0064818	07/15/21	41	Facility Planning Office	Bldg Impr - Contractor Svcs	ACADEMY ELECTRIC INC	755.78
22-P0064819	07/15/21	33	EHS Administration	Non-Instructional Supplies	AMAZON COM	128.77
22-P0064820	07/15/21	11	Maintenance	Non-Instructional Supplies	GRAINGER	14,950.00
22-P0064821	07/15/21	11	Maintenance	Repair & Replacement Parts	HAJOCA CORPORATION	14,700.00
22-P0064822	07/15/21	11	Maintenance	Repair & Replacement Parts	HILLS BROS LOCK & SAFE	3,500.00
22-P0064823	07/15/21	11	Maintenance	Non-Instructional Supplies	IMPERIAL SPRINKLER SUPPLY INC	1,000.00
22-P0064824	07/15/21	11	Maintenance	Non-Instructional Supplies	INTERMOUNTAIN LOCK & SECURITY SUPPLY	5,000.00
22-P0064825	07/15/21	12	Biology	Instructional Supplies	MORRIS AND LEE INC	4,325.21
22-P0064826	07/15/21	11	Maintenance	Non-Instructional Supplies	IRVINE PIPE SUPPLY	14,700.00
22-P0064827	07/15/21	33	CDC Administration	Software License and Fees	MCT TECHNOLOGY INC.	6,240.00
22-P0064828	07/15/21	12	Sci, Math, Health Sci Office	Instructional Supplies	MORRIS AND LEE INC	13,874.22
22-P0064829	07/15/21	12	Biology	Instructional Supplies	C.C. IMEX	14,790.98
22-P0064830	07/15/21	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	5,247.40
22-P0064831	07/15/21	12	Medical Assistant	Equip-All Other >\$1,000<\$5,000	POCKET NURSE	6,477.18

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0064832	07/15/21	12	Health Sciences Education	Instructional Supplies	MEDICAL EQUIPMENT AFFILIATES	4,225.62
22-P0064833	07/15/21	11	Maintenance	Non-Instructional Supplies	HOME DEPOT	7,000.00
22-P0064834	07/15/21	13	Maintenance	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES DISTRIBUTOR	11,950.00
22-P0064835	07/15/21	11	Maintenance	Contracted Repair Services	AAA ELECTRIC MOTOR SALES	3,000.00
22-P0064836	07/15/21	13	Maintenance	Non-Instructional Supplies	RSD REFRIGERATION SUPPLIES DISTRIBUTOR	7,000.00
22-P0064838	07/15/21	12	Chemistry	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	1,400.00
22-P0064839	07/15/21	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	2,200.00
22-P0064840	07/15/21	12	Chemistry	Instructional Supplies	PRAXAIR DIST INC	500.00
22-P0064841	07/15/21	12	Media Systems	Instructional Supplies	GRIFFIN ACE HARDWARE	2,000.00
22-P0064842	07/15/21	12	Biology	Instructional Supplies	JESUS GUARDADO	1,000.00
22-P0064843	07/15/21	12	Media Systems	Instructional Supplies	MAR VAC ELECTRONICS	2,000.00
22-P0064844	07/15/21	12	Media Systems	Instructional Supplies	GRAINGER	2,000.00
22-P0064845	07/15/21	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	5,000.00
22-P0064846	07/15/21	12	Media Systems	Instructional Supplies	HOME DEPOT	1,000.00
22-P0064847	07/15/21	12	Media Systems	Instructional Supplies	TROXELL COMM INC	5,000.00
22-P0064848	07/15/21	12	Career Ed & Work Dev Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
21-P0219598	06/22/21	11	District Wide Technology	Contracted Services	TYLER TECHNOLOGIES INC.	15,960.00
21-P0219599	06/28/21	11	Human Resources Office	Legal Expenses	GRAND RIVER SOLUTIONS, INC.	1,500.00
21-P0219600	06/30/21	12	Resource Development	Contracted Services	NORTH ORANGE COUNTY CCD	236,111.00
22-P0229000	07/01/21	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	9,740.00
22-P0229001	07/01/21	11	District Wide Technology	Software Support Service-Fixed	ADVANTAGE TECHNOLOGIES, INC	12,592.00
22-P0229002	07/01/21	11	District Wide Technology	Software Support Service-Fixed	ZOHO CORPORATION	3,957.30
22-P0229003	07/01/21	11	District Wide Technology	Software Support Service-Fixed	THYCOTIC SOFTWARE LLC	13,413.50
22-P0229004	07/01/21	11	District Wide Technology	Software Support Service-Fixed	TECHNOPRO COMPUTER SOLUTIONS INC	8,904.00
22-P0229005	07/01/21	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	7,395.50
22-P0229006	07/01/21	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	6,659.42
22-P0229007	07/01/21	11	Fiscal Services Office	Contracted Services	BANKMOBILE TECHNOLOGIES INC	17,359.62
22-P0229008	07/01/21	11	District Wide Technology	Software Support Service-Fixed	THE AMERGROUP INC	37,552.32
22-P0229009	07/01/21	11	District Wide Technology	Software Support Service-Fixed	CDW GOVERNMENT INC.	23,960.00
22-P0229010	07/01/21	11	District Wide Technology	Software License and Fees	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	184,246.40
22-P0229011	07/01/21	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	522,538.00
22-P0229012	07/01/21	11	District Wide Technology	Software Support Service-Fixed	GOLDEN STAR TECHNOLOGY, INC.	50,428.11
22-P0229013	07/01/21	11	District Wide Technology	Software Support Service-Fixed	OPTIV SECURITY INC	123,258.05
22-P0229014	07/01/21	11	District Wide Technology	Software Support Service-Fixed	VPLS SOLUTIONS LLC	63,604.81
22-P0229015	07/01/21	11	District Wide Technology	Software Support Service-Fixed	SHI INTERNATIONAL CORP	17,863.94
22-P0229016	07/01/21	11	District Wide Technology	Contracted Services	COAST ELECTRIC	14,400.00
22-P0229017	07/01/21	11	Networking	Maint Contract - Other Equip	KLM, INC.	14,590.00
22-P0229018	07/01/21	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	207,921.00
22-P0229019	07/01/21	11	District Wide Technology	Software Support Service-Fixed	GOLDEN STAR TECHNOLOGY, INC.	15,769.80
22-P0229020	07/01/21	11	District Wide Technology	Software Support Service-Fixed	VPLS SOLUTIONS LLC	41,344.61
22-P0229021	07/01/21	11	District Wide Technology	Software Support Service-Fixed	CDW GOVERNMENT INC.	56,644.76
22-P0229022	07/01/21	11	District Wide Technology	Software License and Fees	OREILLY MEDIA INC	2,495.00

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22-P0229023	07/01/21	11	District Wide Technology	Software Support Service-Fixed	NTH GENERATION COMPUTING INC	2,880.00
22-P0229024	07/01/21	11	Fiscal Services Office	Contracted Services	TOTAL COMPENSATION SYSTEMS INC	8,020.00
22-P0229025	07/01/21	11	Publications	Software Support Service	ROCHESTER SOFTWARE ASSOC INC	11,600.00
22-P0229026	07/01/21	11	District Wide Technology	Software Support Service-Fixed	ELLUCIAN COMPANY L.P.	47,958.00
22-P0229027	07/01/21	11	District Wide Technology	Software Support Service-Fixed	CALERO SOFTWARE LLC	2,902.28
22-P0229028	07/01/21	11	District Wide Technology	Software License and Fees	COMPUTERLAND OF SILICON VALLEY	1,988.00
22-P0229029	07/01/21	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	2,400.00
22-P0229030	07/01/21	11	District Wide Technology	Software Support Service-Fixed	ECS IMAGING INC	11,438.00
22-P0229031	07/01/21	11	District Wide Technology	Software License and Fees	FARONICS TECH US INC	3,279.15
22-P0229032	07/01/21	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	65,595.82
22-P0229033	07/01/21	11	District Wide Technology	Contracted Services	DATA CLEAN CORP	2,200.00
22-P0229034	07/01/21	11	District Wide Technology	Software Support Service-Fixed	UTELOGY CORPORATION	6,965.20
22-P0229035	07/01/21	11	District Wide Technology	Software Support Service-Fixed	AMAZON WEB SERVICES INC	12,000.00
22-P0229036	07/01/21	11	District Wide Technology	Software Support Service-Fixed	CDW GOVERNMENT INC.	54,833.04
22-P0229037	07/01/21	13	Maintenance	Contracted Services	BOYD & ASSOCIATES	480.00
22-P0229038	07/01/21	13	Admin Services Office	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	11,190.43
22-P0229039	07/01/21	13	Maintenance	Maint/Oper Service Agreements	EXCELSIOR ELEVATOR CORPORATION	28,342.00
22-P0229040	07/01/21	13	Grounds	Maint/Oper Service Agreements	ADVANCED AQUATIC TECH INC	5,400.00
22-P0229041	07/01/21	13	Grounds	Maint/Oper Service Agreements	ANIMAL PEST MGMT SVC	4,200.00
22-P0229042	07/01/21	13	Maintenance	Maint/Oper Service Agreements	GARV INC	5,000.00
22-P0229043	07/01/21	11	Academic Support - SAC	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,475.88
22-P0229044	07/01/21	11	Academic Support - SAC	Excess/Copies Usage	KONICA MINOLTA BUSINESS	200.00
22-P0229045	07/01/21	13	Maintenance	Maint/Oper Service Agreements	TAB ANSWER NETWORK	583.75
22-P0229046	07/01/21	13	Maintenance	Contracted Services	BOYD & ASSOCIATES	300.00
22-P0229047	07/01/21	11	District Wide Technology	Software License and Fees	DILIGENT CORPORATION	17,500.00
22-P0229048	07/01/21	11	District Wide Technology	Software Support Service-Fixed	AURORA SYSTEMS CONSULTING, INC	52,832.40
22-P0229049	07/01/21	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	8,109.68
22-P0229050	07/01/21	13	Grounds	Maint/Oper Service Agreements	ORKIN PEST CONTROL	13,881.60
22-P0229051	07/01/21	12	Admin Services Office	Maint/Oper Service Agreements	VIEJO SWEEPING SERVICES	16,920.00
22-P0229052	07/01/21	13	Operations	Trash Disposal	WARE DISPOSAL CO INC	18,193.88
22-P0229053	07/01/21	11	District Wide Technology	Contracted Services	SOCAL SHRED LLC	700.00
22-P0229054	07/01/21	11	Maintenance & Operations	Contracted Services	IRVINE VALLEY AIR CONDITIONING INC	48,500.00
22-P0229055	07/01/21	11	Maintenance & Operations	Contracted Services	KONICA MINOLTA BUSINESS	2,000.00
22-P0229056	07/01/21	11	Maintenance & Operations	Contracted Services	ORKIN PEST CONTROL	1,010.88
22-P0229057	07/01/21	11	District Wide Technology	Software Support Service-Fixed	GOLDEN STAR TECHNOLOGY, INC.	6,032.78
22-P0229058	07/01/21	13	Admin Services Office	Software License and Fees	ELUMEN, INC	51,313.00
22-P0229059	07/01/21	11	Nursing	Excess/Copies Usage	XEROX CORP	389.36
22-P0229060	07/01/21	11	District Wide Technology	Software Support Service-Fixed	SIDEPATH INC	41,586.01
22-P0229061	07/01/21	11	Purchasing	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,590.27
22-P0229062	07/01/21	11	Purchasing	Excess/Copies Usage	KONICA MINOLTA BUSINESS	459.00
22-P0229063	07/01/21	11	District Wide Technology	Software License and Fees	IBM CORPORATION	3,826.35
22-P0229066	07/01/21	11	Learning Support Center	Excess/Copies Usage	XEROX CORP	1,953.80

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0229067	07/01/21	11	Humanities & Social Sci Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	3,070.89
22-P0229068	07/01/21	11	Humanities & Social Sci Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	480.00
22-P0229069	07/01/21	11	District Wide Technology	Software Support Service-Fixed	SECTORPOINT INC	60,000.00
22-P0229070	07/01/21	11	District Wide Technology	Contracted Services	SECTORPOINT INC	72,000.00
22-P0229071	07/01/21	11	District Wide Technology	Software Support Service-Fixed	HYLAND LLC	43,669.07
22-P0229072	07/01/21	11	District Wide Technology	Software License and Fees	COLLEGESOURCE INC	25,919.00
22-P0229073	07/01/21	11	Chancellor's Office	Excess/Copies Usage	XEROX CORP	3,033.84
22-P0229074	07/01/21	11	Transfer Center	Excess/Copies Usage	XEROX CORP	2,608.61
22-P0229075	07/01/21	11	Facility Planning Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	3,000.00
22-P0229076	07/01/21	11	Business Operations' Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,000.00
22-P0229077	07/01/21	11	Business Operations' Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,092.50
22-P0229078	07/01/21	11	Counseling	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,928.12
22-P0229079	07/01/21	11	Counseling	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,022.64
22-P0229080	07/01/21	11	Counseling	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,086.46
22-P0229081	07/01/21	11	Counseling	Excess/Copies Usage	KONICA MINOLTA BUSINESS	197.00
22-P0229082	07/01/21	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,792.40
22-P0229083	07/01/21	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	305.04
22-P0229084	07/01/21	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,863.22
22-P0229085	07/01/21	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	805.20
22-P0229086	07/01/21	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,419.42
22-P0229087	07/01/21	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	720.00
22-P0229088	07/01/21	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,792.40
22-P0229089	07/01/21	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	163.68
22-P0229090	07/01/21	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,792.40
22-P0229091	07/01/21	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	424.08
22-P0229092	07/01/21	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,792.40
22-P0229093	07/01/21	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	647.28
22-P0229094	07/01/21	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,792.40
22-P0229095	07/01/21	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	409.20
22-P0229096	07/01/21	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,863.22
22-P0229097	07/01/21	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	673.44
22-P0229098	07/01/21	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	3,051.22
22-P0229099	07/01/21	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,427.40
22-P0229100	07/01/21	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,419.42
22-P0229101	07/01/21	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	240.00
22-P0229102	07/01/21	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,863.22
22-P0229103	07/01/21	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	951.60
22-P0229104	07/01/21	11	District Wide Technology	Contracted Services	TYLER TECHNOLOGIES INC.	63,840.00
22-P0229105	07/01/21	13	Humanities & Social Sci Office	Excess/Copies Usage	HEWLETT PACKARD CO	252.00
22-P0229106	07/01/21	13	Admin Services Office	Excess/Copies Usage	HEWLETT PACKARD CO	198.00
22-P0229108	07/01/21	13	Maintenance	Maint/Oper Service Agreements	TRI CHEM TECHNOLOGY CORP	6,300.00
* 22-P0229109	07/01/21	11	Publications	Software Support Service	CANON FINANCIAL SERVICES, INC	57,086.20

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
* 22-P0229109	07/01/21	13	Publications	Maint Contract - Other Equip	CANON FINANCIAL SERVICES, INC	63,139.02
					PO Amt Total for * 22-P0229109:	120,225.22
* 22-P0229110	07/01/21	11	Publications	Excess/Copies Usage	CANON SOLUTIONS AMERICA, INC	44,855.20
* 22-P0229110	07/01/21	13	Publications	Maint Contract - Other Equip	CANON SOLUTIONS AMERICA, INC	11,053.80
					PO Amt Total for * 22-P0229110:	55,909.00
22-P0229111	07/01/21	11	Maintenance & Operations	Maint/Oper Service Agreements	VIEJO SWEEPING SERVICES	2,275.00
22-P0229112	07/06/21	33	CDC Santa Ana College	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,717.41
22-P0229113	07/06/21	33	CDC Santa Ana College	Excess/Copies Usage	KONICA MINOLTA BUSINESS	1,000.00
22-P0229114	07/01/21	11	District Wide Technology	Contracted Services	VPLS SOLUTIONS LLC	80,000.00
22-P0229115	07/01/21	11	District Wide Technology	Software Support Service-Fixed	INSTRUCTURE INC	24,851.66
22-P0229116	07/01/21	11	Facility Planning Office	Software License and Fees	FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES	24,007.41
22-P0229117	07/01/21	11	District Wide Technology	Software Support Service-Fixed	SITEIMPROVE INC	14,999.00
22-P0229118	07/01/21	11	District Wide Technology	Software Support Service-Fixed	TECHSTRATA LLC	62,223.04
22-P0229119	07/01/21	11	Maintenance & Operations	Trash Disposal	WARE DISPOSAL CO INC	4,686.60
22-P0229120	07/08/21	61	Risk Management	Contracted Services	WEST HEALTH ADVOCATE SOLUTIONS, INC.	40,780.56
22-P0229121	07/01/21	12	Health & Wellness Center	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,303.95
22-P0229122	07/01/21	12	Health & Wellness Center	Excess/Copies Usage	KONICA MINOLTA BUSINESS	276.00
22-P0229123	07/01/21	11	Human Svcs & Technology Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,928.12
22-P0229124	07/01/21	11	Human Svcs & Technology Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	800.00
22-P0229125	07/01/21	11	Business Division Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,754.54
22-P0229126	07/01/21	11	Business Division Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	190.00
22-P0229127	07/01/21	11	CJ/Academies	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,180.46
22-P0229128	07/01/21	11	CJ/Academies	Excess/Copies Usage	KONICA MINOLTA BUSINESS	700.00
22-P0229129	07/01/21	12	Financial Aid Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	222.57
22-P0229130	07/01/21	12	Financial Aid Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	245.60
22-P0229131	07/01/21	11	District Wide Technology	Software License and Fees	DLT SOLUTIONS, LLC	626.32
22-P0229132	07/01/21	11	District Wide Technology	Software License and Fees	CARAHSOFT TECHNOLOGY CORPORATION	2,373.68
22-P0229133	07/01/21	11	District Wide Technology	Software License and Fees	AUTOMATION DYNAMICS INC	7,000.00
22-P0229134	07/01/21	11	District Wide Technology	Software Support Service-Fixed	PPT HOLDINGS I, LLC	14,683.08
22-P0229135	07/01/21	11	District Wide Technology	Software License and Fees	CRANIUM CAFE, LLC	153,860.91
22-P0229136	07/01/21	11	District Wide Technology	Software License and Fees	PALOMAR COMMUNITY COLLEGE DISTRICT	320.00
22-P0229137	07/01/21	11	District Wide Technology	Software License and Fees	OCLC ONLINE COMPUTER LIBRARY	13,287.00
22-P0229138	07/01/21	12	Continuing Education Division	Buildings - Facility Lease	AFFORDABLE HOUSING SPECIALISTS GROUP LLC	176,448.84
22-P0229139	07/01/21	12	Continuing Education Division	Security Systems & Services	BOYD & ASSOCIATES	1,020.00
22-P0229140	07/07/21	12	Continuing Education Division	Telecommunication Circuits	WILSHIRE CONNECTION LLC	47,700.00
22-P0229141	07/01/21	11	Reprographics	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	13,681.07
22-P0229142	07/01/21	11	Reprographics	Excess/Copies Usage	CANON SOLUTIONS AMERICA, INC	6,500.00
22-P0229143	07/01/21	11	CJ/Academies	Trash Disposal	WARE DISPOSAL CO INC	5,238.24
22-P0229144	07/01/21	11	Academic Affairs Office-VP	Excess/Copies Usage	XEROX CORP	3,985.74
22-P0229145	07/01/21	33	CDC Santa Ana College - East	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,664.97
22-P0229146	07/01/21	33	CDC Santa Ana College - East	Excess/Copies Usage	KONICA MINOLTA BUSINESS	800.00
22-P0229147	07/01/21	11	CJ/Academies	Maint/Oper Service Agreements	ORKIN PEST CONTROL	3,720.00

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Legend: * = Multiple Funds for this P.O.

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06/20/21 thru 07/17/21

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0229148	07/01/21	11	Chancellor's Office	Contracted Services	TOWNSEND PUBLIC AFFAIRS INC	80,000.00
22-P0229149	07/01/21	11	Chancellor's Office	Legal Expenses	ALVARADOSMITH	122,000.00
22-P0229150	07/01/21	11	Kinesiology - Physical Educ	Excess/Copies Usage	XEROX CORP	2,735.58
22-P0229151	07/15/21	13	Admin Services Office	Excess/Copies Usage	CANON SOLUTIONS AMERICA, INC	4,598.34
22-P0229152	07/01/21	12	Continuing Education Division	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	3,794.82
22-P0229153	07/01/21	12	Continuing Education Division	Excess/Copies Usage	CANON SOLUTIONS AMERICA, INC	1,206.00
22-P0229154	07/01/21	12	Career Ed & Work Dev Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	250.00
22-P0229155	07/01/21	12	Career Ed & Work Dev Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	500.00
22-P0229156	07/01/21	13	Chemistry	Maint Contract - Other Equip	PERKIN ELMER	7,344.00
22-P0229157	07/06/21	13	Biology	Maint Contract - Other Equip	STERIS CORP	13,222.34
22-P0229158	07/07/21	11	Maintenance & Operations	Maint/Oper Service Agreements	EXCELSIOR ELEVATOR CORPORATION	8,107.00
22-P0229159	07/06/21	33	CDC Centennial Education Ctr	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	717.38
22-P0229160	07/06/21	33	CDC Centennial Education Ctr	Excess/Copies Usage	KONICA MINOLTA BUSINESS	600.00
22-P0229161	07/06/21	11	Fine & Performing Arts Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	697.71
22-P0229162	07/06/21	11	Fine & Performing Arts Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	432.00
22-P0229163	07/07/21	11	Fine & Performing Arts Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,725.18
22-P0229164	07/07/21	11	Fine & Performing Arts Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	475.80
22-P0229165	07/07/21	33	EHS Administration	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,392.58
22-P0229166	07/07/21	12	Continuing Education Division	Drinking Water Service	NESTLE WATERS NORTH AMERICA	393.17
22-P0229167	07/07/21	13	Admin Services Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	3,119.00
22-P0229168	07/07/21	13	Admin Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	926.00
22-P0229169	07/07/21	11	District Wide Technology	Software Support Service-Fixed	EVISIONS	3,374.00
22-P0229170	07/08/21	11	District Wide Technology	Contracted Services	ELLUCIAN COMPANY L.P.	150,000.00
22-P0229171	07/08/21	11	Business Operations' Office	Legal Expenses	ATKINSON ANDELSON LOYA RUDD ROMO	25,000.00
22-P0229172	07/08/21	61	Risk Management	Hazardous Materials Removal	ROSEMET ENVIRONMENTAL SVCS	18,000.00
22-P0229173	07/08/21	41	Continuing Education Division	Buildings - Facility Lease	2000 CHAPMAN INC.	369,749.35
22-P0229174	07/12/21	11	Continuing Education Division	Security Systems & Services	BOYD & ASSOCIATES	384.00
22-P0229175	07/12/21	11	SAC Continuing Ed-Instruction	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	11,851.84
22-P0229176	07/12/21	11	SAC Continuing Ed-Instruction	Excess/Copies Usage	CANON SOLUTIONS AMERICA, INC	6,500.00
22-P0229177	07/12/21	12	Continuing Education Division	Excess/Copies Usage	KONICA MINOLTA BUSINESS	457.72
22-P0229178	07/12/21	13	Continuing Education Division	Lease Agreement - Facility	SANTA ANA UNIFIED	186,227.72
22-P0229179	07/12/21	11	SAC Continuing Ed-Instruction	Excess/Copies Usage	XEROX CORP	4,029.30
22-P0229180	07/12/21	11	SAC Continuing Ed-Instruction	Excess/Copies Usage	XEROX CORP	3,823.95
22-P0229181	07/12/21	11	SAC Continuing Ed-Instruction	Excess/Copies Usage	XEROX CORP	5,274.95
22-P0229182	07/12/21	11	Business Operations' Office	Audit	EIDE BAILLY LLP	24,600.00
22-P0229183	07/12/21	11	Business Operations' Office	Audit	EIDE BAILLY LLP	126,400.00
22-P0229184	07/13/21	11	Maintenance	Maint/Oper Service Agreements	TAB ANSWER NETWORK	599.75
22-P0229185	07/13/21	12	Administrative Services Office	Maint/Oper Service Agreements	VIEJO SWEEPING SERVICES	12,600.00
22-P0229186	07/13/21	11	Operations	Trash Disposal	WARE DISPOSAL CO INC	43,094.84
22-P0229187	07/13/21	11	Sci, Math, Health Sci Office	Excess/Copies Usage	XEROX CORP	2,300.75
22-P0229188	07/14/21	11	District Wide Technology	Contracted Services	SECTORPOINT INC	55,258.85
22-P0229189	07/14/21	11	Fire Academy	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,783.12

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Legend: * = Multiple Funds for this P.O.

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
22-P0229190	07/14/21	11	Fire Academy	Excess/Copies Useage	KONICA MINOLTA BUSINESS	2,400.00
22-P0229191	07/14/21	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	ASH ENTERPRISES INTL INC	8,000.00
22-P0229192	07/14/21	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	BOWEN TECHNOVATION	4,246.00
22-P0229193	07/14/21	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	RAYNE DEALERSHIP CORP	428.40
22-P0229194	07/14/21	12	EOPS	Excess/Copies Useage	KONICA MINOLTA BUSINESS	248.00
22-P0229195	07/14/21	11	District Wide Technology	Software Support Service-Fixed	CCLC COMMUNITY COLLEGE LEAGUE OF CA	82,572.10
22-P0229196	07/14/21	12	DSPS Office	Excess/Copies Useage	XEROX CORP	2,351.63
22-P0229197	07/15/21	33	CDC Santa Ana College - East	Lease Agreement - Facility	ST PETER EVANGELICAL	46,374.00
Grand Total:						\$10,047,873.52

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Legend: * = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-DON003008	6/21/2021	31	SAC BOOKSTORE	General Merchandise	ACADEMIC CAP & GOWN	\$12,033.00
GM-DON003009	6/22/2021	31	SAC BOOKSTORE	General Merchandise	SCHOOL DATEBOOKS	\$651.00
GM-HAWK003595	6/24/2021	31	SCC BOOKSTORE	General Merchandise	NEIL ENTERPRISES	\$1,622.50
TX-HAWK004928	7/9/2021	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$18,044.01
TX-HAWK004929	7/9/2021	31	SCC BOOKSTORE	Textbook	XANEDU	\$3,840.38
TX-HAWK004930	7/9/2021	31	SCC BOOKSTORE	Textbook	ROCKWELL PUBLISHING	\$1,011.30
TX-HAWK004931	7/9/2021	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$7,698.70
						\$44,900.89

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
78	Retiree Benefits - Irrevocable
79	Diversified Trust Fund
81	Diversified Agency Fund
89	Fiscal Agent Custodian Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvst
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

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Legend: * = Multiple Funds for this P.O.

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-B0001929	06/20/21*	79	IPS GROUP, INC.	4,500.00		GC25569
21-B0001929	06/23/21	79	IPS GROUP, INC.	7,400.00		GC25569
21-B0001929 Changed in: PO Amount						
16-P0041418	06/20/21*	41	CANNON CORPORATION, DBA PENC	150,000.00	AMENDMENT #2, 6/18/19; EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH 6/30/21 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 6/18/19. BOARD APPROVED: 6/17/19	CE28973
16-P0041418	06/28/21	41	CANNON CORPORATION, DBA PENC	150,000.00	AMENDMENT #3, 6/28/21; EXTENTION OF CONTRACT COMPLETION TO BE THROUGH DECEMBER 31, 2021 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 6/22/21. BOARD APPROVED: 6/21/21	DR21189
16-P0041418 Changed in: Printed Coments						
21-P0061600	06/28/21	12	SO CALIF EDISON CO	10,664.00		ET18911
21-P0061600	07/13/21	12	SO CALIF EDISON CO	13,164.00	CHANGE ORDER #1, 7/13/21; UPDATE ACCOUNT TO SP 2246 AND INCREASE PO BY \$2,500 PER DEPARTMENT REQUEST	DR21189
21-P0061600 Changed in: PO Amount, Printed Coments						
21-P0061887	06/20/21*	11	CERTIFIED TRANSPORTATIONS	10,000.00		JM13964
21-P0061887	06/28/21	11	CERTIFIED TRANSPORTATIONS	0.00	Change order #1, dated 6/28/21. This PO was, and will not be used and therefore as per Departments request, PO is to be Cancelled.	JM13964
21-P0061887 Changed in: PO Amount, Printed Coments						
21-P0062121	06/20/21*	11	ADVANTAGE WEST INVESTMENT EN	4,000.00	Change order #1. Dated 10/8/20. Change vendor information from Waxie Sanitary Supply to Advantage West as per request from A/P and site Department.	JM13964
21-P0062121	06/28/21	11	ADVANTAGE WEST INVESTMENT EN	4,000.00	Cahnge order #2, dated 6/28/21. to increase the amount of PO by \$460.00 to be able to pay remaining invoices as per Department request. Change order #1. Dated 10/8/20. Change vendor information from Waxie Sanitary Supply to Advantage West as per request from A/P and site Department.	JM13964
21-P0062121	06/28/21	11	ADVANTAGE WEST INVESTMENT EN	4,460.00	Change order #2, dated 6/28/21. to increase the amount of PO by \$460.00 to be able to pay remaining invoices as per Department request. Change order #1. Dated 10/8/20. Change vendor information from Waxie Sanitary Supply to Advantage West as per request from A/P and site Department.	JM13964
21-P0062121 Changed in: PO Amount, Printed Coments						
21-P0062195	07/12/21	11	PACIFIC CLINICS	20,000.00		CE28973
21-P0062195	07/14/21	11	PACIFIC CLINICS	21,982.00	CHANGE ORDER #1, 7/14/21; INCREASE PO BY \$1,982.00 TO COVER JUNE INVOICES, PER DEPARTMENT REQUEST	DR21189
21-P0062195 Changed in: PO Amount, Printed Coments						

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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-P0062724	07/06/21	41	CHIPMAN CORPORATION	6,200.00		CE28973
21-P0062724	07/08/21	41	CHIPMAN CORPORATION	11,450.00	CHANGE ORDER #1, 7/8/21; INCREASE PO BY \$5,250 FOR 6 MONTHS ADDITIONAL STORAGE AND INSURANCE FEES.	DR21189
21-P0062724 Changed in: PO Amount, Printed Coments						
21-P0062925	07/01/21	43	OFFICE FURNITURE GROUP, LLC	12,864.00	SIX MONTHS OFF-SITE STORAGE FEES FOR FURNITURE ORDERED FOR THE SCIENCE CENTER AT SANTA ANA COLLEGE. FEES TO BE BILLED MONTHLY. STORAGE OF ALL ITEMS ON THE FOLLOWING POS: PO61566, PO 61517, PO 61465, PO 62050	FV61372
21-P0062925	07/08/21	43	OFFICE FURNITURE GROUP, LLC	31,680.00	CHANGE ORDER #1 7/8/21 ADD ITEMS #7 AND #8 OF ADDITIONAL SIX MONTH FEES. SIX MONTHS OFF-SITE STORAGE FEES FOR FURNITURE ORDERED FOR THE SCIENCE CENTER AT SANTA ANA COLLEGE. FEES TO BE BILLED MONTHLY. STORAGE OF ALL ITEMS ON THE FOLLOWING POS: PO61566, PO 61517, PO 61465, PO 62050	FC78314
21-P0062925 Changed in: PO Amount, Printed Coments						
21-P0062930	06/20/21*	43	CHIPMAN CORPORATION	3,550.00	RELOCATION FEE + SIX MONTHS OFF-SITE FEE FOR THE LAPTOP CARTS OF THE SCIENCE CENTER	ET18911
21-P0062930	07/08/21	43	CHIPMAN CORPORATION	4,450.00	CHANGE ORDER #1 7/8/21 ADD THE FOLLOWING ITEM FOR ADDITIONAL MONTHLY STORAGE FEE. RELOCATION FEE + SIX MONTHS OFF-SITE FEE FOR THE LAPTOP CARTS OF THE SCIENCE CENTER	FC78314
21-P0062930 Changed in: PO Amount, Printed Coments						
21-P0063030	07/13/21	41	GOLDEN GATE STEEL INC	695,250.00		CE28973
21-P0063030	07/14/21	41	GOLDEN GATE STEEL INC	685,983.80	CHANGE ORDER #1, 7/14/21; REDUCE PO BY \$9,266.20 FOR UNUSED ALLOWANCE. BOARD APPROVED: 7/12/21	DR21189
21-P0063030 Changed in: PO Amount, Printed Coments						
21-P0063093	06/20/21*	41	SVA ARCHITECTS, INC	90,000.00	Change order #1, dated 4/6/21. To split Line item #1 into two separate line items and two separate GL accounts and add the corresponding values to each account as per department request.	JM13964
21-P0063093	06/22/21	41	SVA ARCHITECTS, INC	10,320.00	Change order #2, dated 6/22/21. To zero out the amounts on line items # 2 and 3 as there are no invoice charged to these line items. Per department request.	JM13964
21-P0063093	06/22/21	41	SVA ARCHITECTS, INC	10,320.00	Change order #2, dated 6/22/21. To cancel and zero out and the amounts on line items # 2 and 3 as there are no invoice charged to these line items. Per department request.	JM13964
21-P0063093 Changed in: PO Amount, Printed Coments						
21-P0063296	06/28/21	12	REVMEDX INC	3,248.62		AT10861
21-P0063296	06/29/21	12	PANAKEIA LLC	3,248.62	Change order # 1, dated 6/29/21. To amend assigned vendor name and ID from Revmex to Panakeia LLC per A/P and Department request.	JM13964
21-P0063296 Changed in: Vendor, Printed Coments						

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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-P0063399	06/20/21*	41	SOUTHERN COUNTIES QUALITY MA	183,700.00		CE28973
21-P0063399	07/14/21	41	SOUTHERN COUNTIES QUALITY MA	163,700.00	CHANGE ORDER #1, 7/14/21; REDUCE PO BY \$20,000 FOR UNUSED ALLOWANCE. BOARD APPROVED: 7/12/21	DR21189
21-P0063399 Changed in: PO Amount, Printed Coments						
21-P0063409	06/20/21*	12	REVMEDX INC	94.23		JM13964
21-P0063409	06/28/21	12	PANAKEIA LLC	94.23	Change order # 1, dated 6/29/21. To amend assigned vendor name and ID from Revmex to Panakeia LLC per A/P and Department request.	JM13964
21-P0063409 Changed in: Vendor, Printed Coments						
21-P0063801	06/20/21*	13	GOLDEN STAR TECHNOLOGY, INC.	5,180.40	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	JM13964
21-P0063801	06/22/21	13	GOLDEN STAR TECHNOLOGY, INC.	5,180.40	Change order #, Dated 6/22/10. To change GL SP account due to original GL SP Account fiscal year end on 6/30/21. as per department request. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	JM13964
21-P0063801	06/23/21	13	GOLDEN STAR TECHNOLOGY, INC.	5,180.40	CHANGE ORDER #1, DATED 6/23/21. TO CANCEL THIS ORDER/PO. DUE TO FINAL RECEIPT DATE OF PO IS ON 6/30/21. THE ITEM/S ASSOCIATED WITH THIS PO CURRENTLY DO NOT HAVE AN ETA. AS PER DEPARTMENT REQUEST. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	JM13964
21-P0063801	06/24/21	13	GOLDEN STAR TECHNOLOGY, INC.	0.00	CHANGE ORDER #1, DATED 6/24/21. THIS PO IS CANCELLED DUE TO FINAL RECEIPT DATE OF PO IS ON 6/30/21. THE ITEM/S ASSOCIATED WITH THIS PO CURRENTLY DO NOT HAVE AN ETA. THEREFORE WILL NOT ARRIVE PRIOR TO 6/30/21 AS PER DEPARTMENT REQUEST. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	JM13964
21-P0063801 Changed in: PO Amount, Printed Coments						
21-P0063822	06/20/21*	12	GOLDEN STAR TECHNOLOGY, INC.	4,693.87	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	MS54242

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
21-P0063822	06/23/21	12	GOLDEN STAR TECHNOLOGY, INC.	4,693.87	CHANGE ORDER #1, DATED 6/23/21 AMEND ACCOUNT TO 12-1234-079900-15140-6412 & 12-1234-079900-15140-5900 FOR ALL ITEMS OF THE FUNDING DELIVERY DEADLINE MARCH 11, 2022. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	JM13964
21-P0063822 Changed in: Printed Coments						
21-P0064119	06/20/21*	12	DON BOOKSTORE	393.30		JM13964
21-P0064119	06/24/21	12	DON BOOKSTORE	0.00	Change order #1, dated 6/24/21. This PO is no longer needed therefore it is Cancelled as per department request. Upward Bound Students will come and pick up the Agendas instead of shipping to student.	JM13964
21-P0064119 Changed in: PO Amount, Printed Coments						
21-P0064354	06/20/21*	43	DOORTEK SYSTEMS INC	6,000.00		FC78314
21-P0064354	06/23/21	43	DOORTEK SYSTEMS INC	6,000.00	Change Order #1 6/23/21 Amend account to 41-3070-710000-54131-6253 for items #1 and #2.	FC78314
21-P0064354 Changed in: Printed Coments						
21-P0064438	06/20/21*	33	RW SMITH & CO	4,505.51	Change Order #2 6/15/21 Increase item #2 by \$75.	FC78314
21-P0064438	06/29/21	33	RW SMITH & CO	4,614.76	Change Order #3 6/29/21 Amend item #2 unit cost to \$220. Discount removed.	FC78314
21-P0064438 Changed in: PO Amount, Printed Coments						
21-P0064479	06/20/21*	43	PITNEY BOWES	1,130.00		DR21189
21-P0064479	07/06/21	43	PITNEY BOWES	0.00	CHANGE ORDER #1, 7/6/21; CANCEL PO DUE TO LACK OF NEED.	DR21189
21-P0064479 Changed in: PO Amount, Printed Coments						
21-P0064482	06/20/21*	12	IDSC HOLDINGS, LLC	19,090.62	Change order #1, Dated 6/9/10. To change the vendor ID to PO. Site has chosen the wrong vendor ID and is being corrected as per department request.	JM13964
21-P0064482	06/22/21	12	IDSC HOLDINGS, LLC	19,090.62	Change order #2, Dated 6/22/10. To change line item #2 to PO due to original Part# has been discontinued and is replaced with a new part # as per department request.	JM13964
21-P0064482	06/23/21	12	IDSC HOLDINGS, LLC	19,816.22	Change order #2, Dated 6/22/10. To amend this PO by changing line item #2 from the order due to original Part# has been discontinued and is replaced with a new part # as per department request.	JM13964
21-P0064482 Changed in: PO Amount, Printed Coments						
21-P0064535	06/20/21*	11	MARKET BASED SOLUTIONS	2,304.27		JM13964

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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-P0064535	06/23/21	11	MARKET BASED SOLUTIONS	2,304.27	Change order #1, dated 6/23/21. To remove line item #1 from this PO. This line item must be separated and to be paid through another vendor which is SCAQMD as per A/P request.	JM13964
21-P0064535	06/23/21	11	MARKET BASED SOLUTIONS	2,304.27	Change order #1, dated 6/23/21. To amend this PO by removing line item #1 and create a separate PO for this line item through another vendor which is SCAQMD as per A/P request.	JM13964
21-P0064535	06/23/21	11	MARKET BASED SOLUTIONS	1,638.75	Change order #1, dated 6/23/21. To amend this PO by removing line item #1 and create a separate PO for this line item through another vendor which is SCAQMD as per A/P request.	JM13964
21-P0064535 Changed in: PO Amount, Printed Coments						
21-P0064546	06/29/21	12	GOLDEN STAR TECHNOLOGY, INC.	2,209.22	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0064546	06/29/21	12	GOLDEN STAR TECHNOLOGY, INC.	2,194.72	CHANGE ORDER #1 6/29/21 CANCEL ITEM #3 AND REPLACEMENT ITEM 7. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -133 BOARD APPROVED: NOVEMBER 9, 2015.	FC78314
21-P0064546 Changed in: PO Amount, Printed Coments						
21-P0064554	06/22/21	12	AMAZON COM	227.73		FC78314
21-P0064554	06/22/21	12	AMAZON COM	228.19		FC78314
21-P0064554 Changed in: PO Amount						
21-P0064580	06/28/21	11	VAN DERMYDEN MADDUX LAW CORP	20,000.00		DR21189
21-P0064580	06/30/21	11	VAN DERMYDEN MADDUX LAW CORP	35,000.00	CHANGE ORDER #1, 6/30/21; INCREASE PO BY \$15,000 DUE TO INCREASE IN USE OF AGREEMENT.	DR21189
21-P0064580 Changed in: PO Amount, Printed Coments						
22-P0064786	07/08/21	33	AMAZON COM	638.59		JM13964
22-P0064786	07/08/21	33	AMAZON COM	664.81		JM13964
22-P0064786	07/08/21	33	AMAZON COM	561.07		JM13964
22-P0064786 Changed in: PO Amount						
22-P0064804	07/13/21	11	OFFICE DEPOT BUSINESS SVCS	500.00		DG69704
22-P0064804	07/13/21	11	OFFICE DEPOT BUSINESS SVCS	500.00	Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # 00004526. Board Approved: 7/12/21	DG69704
22-P0064804 Changed in: Printed Coments						

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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
22-P0064805	07/13/21	12	OFFICE DEPOT BUSINESS SVCS	1,000.00		DG69704
22-P0064805	07/13/21	12	OFFICE DEPOT BUSINESS SVCS	1,000.00	Vendor to furnish the following in accordance with the Terms and Conditions of FCCC Contract # 00004526. Board Approved: 7/12/21	DG69704
22-P0064805 Changed in: Printed Coments						
22-P0064819	07/15/21	33	AMAZON COM	126.58		JM13964
22-P0064819	07/15/21	33	AMAZON COM	128.77		JM13964
22-P0064819 Changed in: PO Amount						
21-P0219237	06/20/21*	11	ADLERHORST INTL LLC	70,000.00	Change order #1. dated 11/9/20. To increase the amount of PO by \$15,000 to cover additional invoice through 6/30/21 and making the total PO amount to \$70,000 as per department request	JM13964
21-P0219237	06/30/21	11	ADLERHORST INTL LLC	70,000.00	Change order #2, dated 6/30/21. To increase the amount of PO by \$7,000 to cover additional invoice through 6/30/21 as per department request Change order #1. dated 11/9/20. To increase the amount of PO by \$15,000 to cover additional invoice through 6/30/21 and making the total PO amount to \$70,000 as per department request	JM13964
21-P0219237	06/30/21	11	ADLERHORST INTL LLC	77,000.00	Change order #2, dated 6/30/21. To increase the amount of PO by \$7,000 to cover additional invoice for classes through 6/30/21 as per department request Change order #1. dated 11/9/20. To increase the amount of PO by \$15,000 to cover additional invoice through 6/30/21 and making the total PO amount to \$70,000 as per department request	JM13964
21-P0219237 Changed in: PO Amount, Printed Coments						
22-P0229058	06/20/21*	13	ELUMEN, INC	51,313.00	Software License, SAAS Products: Assessment & Planning - Annual Renewal; SAAS Products: Curriculum & Catalog - Annual Renewal; usage of eLumens integrated EMSI workforce data per eLumen Client Services Agreement dated 6/26/2018 with the Speaker Agreement, Board Approved 5/10/2021.	FC78314
22-P0229058	06/23/21	13	ELUMEN, INC	51,313.00	Software License, SAAS Products: Assessment & Planning - Annual Renewal; SAAS Products: Curriculum & Catalog - Annual Renewal; usage of eLumens integrated EMSI workforce data per eLumen Client Services Agreement dated 6/26/2018 .	FC78314
22-P0229058 Changed in: Printed Coments						
22-P0229067	06/20/21*	11	KONICA MINOLTA BUSINESS	3,070.89	Continuation of 60-month copier lease with a \$1.00 purchase option at the end of the lease in accordance with the terms and conditions of the CMAS contract #3-16-36-0052B; Board Approved: October 14, 2019	DR21189
22-P0229067	06/22/21	11	KONICA MINOLTA BUSINESS	3,070.89	CHANGE ORDER #1, 7/1/21; UPDATE TO SERIAL NUMBER. Continuation of 60-month copier lease with a \$1.00 purchase option at the end of the lease in accordance with the terms and conditions of the CMAS contract #3-16-36-0052B; Board Approved: October 14, 2019	DR21189
22-P0229067 Changed in: Printed Coments						

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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
22-P0229068	06/20/21*	11	KONICA MINOLTA BUSINESS	480.00	Continuation of 60-month maintenance plan in accordance with the terms and conditions of the CMAS contract #3-16-36-0052B; Board Approved: October 14, 2019	DR21189
22-P0229068	06/22/21	11	KONICA MINOLTA BUSINESS	480.00	CHANGE ORDER #1, 7/1/21; UPDATE TO SERIAL NUMBER. Continuation of 60-month maintenance plan in accordance with the terms and conditions of the CMAS contract #3-16-36-0052B; Board Approved: October 14, 2019	DR21189
22-P0229068 Changed in: Printed Coments						
22-P0229082	06/22/21	13	KONICA MINOLTA BUSINESS	1,740.48		DR21189
22-P0229082	06/22/21	13	KONICA MINOLTA BUSINESS	1,792.40		DR21189
22-P0229082	06/22/21	13	KONICA MINOLTA BUSINESS	1,792.40	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229082 Changed in: PO Amount, Printed Coments						
22-P0229083	06/22/21	13	KONICA MINOLTA BUSINESS	305.04		DR21189
22-P0229083	06/22/21	13	KONICA MINOLTA BUSINESS	305.04	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229083 Changed in: Printed Coments						
22-P0229084	06/22/21	13	KONICA MINOLTA BUSINESS	2,863.22		DR21189
22-P0229084	06/22/21	13	KONICA MINOLTA BUSINESS	2,863.22	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229084 Changed in: Printed Coments						
22-P0229085	06/22/21	13	KONICA MINOLTA BUSINESS	805.20		DR21189
22-P0229085	06/22/21	13	KONICA MINOLTA BUSINESS	805.20	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229085 Changed in: Printed Coments						
22-P0229086	06/22/21	13	KONICA MINOLTA BUSINESS	717.64		DR21189
22-P0229086	06/22/21	13	KONICA MINOLTA BUSINESS	1,419.42		DR21189
22-P0229086	06/22/21	13	KONICA MINOLTA BUSINESS	1,419.42	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229086 Changed in: PO Amount, Printed Coments						

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
22-P0229087	06/22/21	13	KONICA MINOLTA BUSINESS	720.00		DR21189
22-P0229087	06/22/21	13	KONICA MINOLTA BUSINESS	720.00	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229087 Changed in: Printed Coments						
22-P0229088	06/22/21	13	KONICA MINOLTA BUSINESS	1,792.40		DR21189
22-P0229088	06/22/21	13	KONICA MINOLTA BUSINESS	1,792.40	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229088 Changed in: Printed Coments						
22-P0229089	06/22/21	13	KONICA MINOLTA BUSINESS	163.68		DR21189
22-P0229089	06/22/21	13	KONICA MINOLTA BUSINESS	163.68	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229089 Changed in: Printed Coments						
22-P0229090	06/22/21	13	KONICA MINOLTA BUSINESS	1,792.40		DR21189
22-P0229090	06/22/21	13	KONICA MINOLTA BUSINESS	1,792.40	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229090 Changed in: Printed Coments						
22-P0229091	06/22/21	13	KONICA MINOLTA BUSINESS	424.08		DR21189
22-P0229091	06/22/21	13	KONICA MINOLTA BUSINESS	424.08	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229091 Changed in: Printed Coments						
22-P0229092	06/22/21	13	KONICA MINOLTA BUSINESS	1,792.40		DR21189
22-P0229092	06/22/21	13	KONICA MINOLTA BUSINESS	1,792.40	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229092 Changed in: Printed Coments						
22-P0229093	06/22/21	13	KONICA MINOLTA BUSINESS	647.28		DR21189

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
22-P0229093	06/22/21	13	KONICA MINOLTA BUSINESS	647.28	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229093 Changed in: Printed Coments						
22-P0229094	06/22/21	13	KONICA MINOLTA BUSINESS	1,792.40		DR21189
22-P0229094	06/22/21	13	KONICA MINOLTA BUSINESS	1,792.40	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229094 Changed in: Printed Coments						
22-P0229095	06/22/21	13	KONICA MINOLTA BUSINESS	409.20		DR21189
22-P0229095	06/22/21	13	KONICA MINOLTA BUSINESS	409.20	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229095 Changed in: Printed Coments						
22-P0229096	06/22/21	13	KONICA MINOLTA BUSINESS	2,863.22		DR21189
22-P0229096	06/22/21	13	KONICA MINOLTA BUSINESS	2,863.22	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229096 Changed in: Printed Coments						
22-P0229097	06/22/21	13	KONICA MINOLTA BUSINESS	673.44		DR21189
22-P0229097	06/22/21	13	KONICA MINOLTA BUSINESS	673.44	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229097 Changed in: Printed Coments						
22-P0229098	06/22/21	13	KONICA MINOLTA BUSINESS	3,051.22		DR21189
22-P0229098	06/22/21	13	KONICA MINOLTA BUSINESS	3,051.22	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229098 Changed in: Printed Coments						
22-P0229099	06/22/21	13	KONICA MINOLTA BUSINESS	1,427.40		DR21189
22-P0229099	06/22/21	13	KONICA MINOLTA BUSINESS	1,427.40	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
22-P0229099 Changed in: Printed Coments						
22-P0229100	06/22/21	13	KONICA MINOLTA BUSINESS	1,419.42		DR21189
22-P0229100	06/22/21	13	KONICA MINOLTA BUSINESS	1,419.42	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229100 Changed in: Printed Coments						
22-P0229101	06/22/21	13	KONICA MINOLTA BUSINESS	240.00		DR21189
22-P0229101	06/22/21	13	KONICA MINOLTA BUSINESS	240.00	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229101 Changed in: Printed Coments						
22-P0229102	06/22/21	13	KONICA MINOLTA BUSINESS	2,863.22		DR21189
22-P0229102	06/22/21	13	KONICA MINOLTA BUSINESS	2,863.22	CONTINUATION OF 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229102 Changed in: Printed Coments						
22-P0229103	06/22/21	13	KONICA MINOLTA BUSINESS	951.60		DR21189
22-P0229103	06/22/21	13	KONICA MINOLTA BUSINESS	951.60	CONTINUATION OF 60 MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT: 3-16-36-0052B, BOARD APPROVED 10/14/2019	DR21189
22-P0229103 Changed in: Printed Coments						
22-P0229123	06/29/21	11	KONICA MINOLTA BUSINESS	2,928.12	CONTINUATION OF 60 - MONTH COPIER MAINTENANCE PLAN IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FCCC ADMINISTRATIVE SERVICES AGREEMENT #CB 13-011 RELATED TO RFP #13-001; BOARD APPROVED: FEBRUARY 22, 2016.	DR21189
22-P0229123	06/29/21	11	KONICA MINOLTA BUSINESS	2,928.12	CONTINUATION OF 60 - MONTH COPIER LEASE WITH A \$1.00 PURCHASE OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE FCCC ADMINISTRATIVE SERVICES AGREEMENT #CB 13-011 RELATED TO RFP #13-001; BOARD APPROVED: FEBRUARY 22, 2016.	DR21189
22-P0229123 Changed in: Printed Coments						
22-P0229143	06/29/21	11	WARE DISPOSAL CO INC	5,237.88	VENDOR TO PROVIDE THE WITH THE TERMS AND CONDITIONS OF AMENDMENT TO AGREEMENT, BID #1347, BOARD APPROVED 11/26/18; AND AMENDMENT, BOARD APPROVED: 1/11/2021.	DR21189

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P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
22-P0229143	06/29/21	11	WARE DISPOSAL CO INC	5,238.24	VENDOR TO PROVIDE THE WITH THE TERMS AND CONDITIONS OF AMENDMENT TO AGREEMENT, BID #1347, BOARD APPROVED 11/26/18; AND AMENDMENT, BOARD APPROVED: 1/11/2021.	DR21189
22-P0229143 Changed in: PO Amount						
22-P0229145	06/30/21	33	KONICA MINOLTA BUSINESS	1,664.97		DR21189
22-P0229145	06/30/21	33	KONICA MINOLTA BUSINESS	1,664.97	CONTINUATION 60-MONTH COPIER LEASE WITH A \$1.00 PURCHASE BUYOUT OPTION AT THE END OF LEASE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CMAS CONTRACT #3-16-36-0052B; BOARD APPROVED: OCTOBER 14, 2019	DR21189
22-P0229145 Changed in: Printed Coments						
22-P0229163	07/07/21	11	KONICA MINOLTA BUSINESS	2,725.18	Continuation of 60-month (or other time period if applicable), copier lease with a \$1.00 purchase option at the end of the lease in accordance with the terms and conditions of the FCCC Administrative Services Agreement #CB13-011 related to RFP #13001; Board Approved: February 22, 2016	DR21189
22-P0229163	07/07/21	11	KONICA MINOLTA BUSINESS	2,725.18	Continuation of 60-month copier lease with a \$1.00 purchase option at the end of the lease in accordance with the terms and conditions of the FCCC Administrative Services Agreement #CB13-011 related to RFP #13001; Board Approved: February 22, 2016	DR21189
22-P0229163 Changed in: Printed Coments						
22-P0229189	07/14/21	11	KONICA MINOLTA BUSINESS	2,783.12	Continuation of 60-month (or other time period if applicable), maintenance plan in accordance with the terms and conditions of the FCCC Administrative Services Agreement #CB13-011 related to RFP #13001; Board Approved: February 22, 2016	DR21189
22-P0229189	07/14/21	11	KONICA MINOLTA BUSINESS	2,783.12	Continuation of 60-month copier lease with a \$1.00 purchase option at the end of the lease in accordance with the terms and conditions of the FCCC Administrative Services Agreement #CB13-011 related to RFP #13001; Board Approved: February 22, 2016	DR21189
22-P0229189 Changed in: Printed Coments						

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 20, 2021 THROUGH JULY 17, 2021
BOARD MEETING OF AUGUST 9, 2021**

P.O. #	Amount	Description	Department	Comment
22-B0001942	\$43,789.48	Maintenance and copy usage for Konica Minolta machines funded by the Student Business Office	Auxiliary Services Office	Excess/Copies usage from KONICA MINOLTA BUSINESS , Auxiliary Services Director Review Jennie Adams 07/14/2021
22-P0064514	\$15,056.00	Monthly landscape services for the District Operations Center	DO -Maintenance & Operations	Received Quotations: *1. Quezada Pro Landscape, Inc. *Successful Bidder
22-P0064565	\$1,069,266.00	Property and Liability annual insurance premium for the Statewide Association of Community Colleges	DO -Risk Management	Required Insurance
21-P0064566	\$46,124.00	Renewal of Cylance Protect- Blackberry Protect Software for malware prevention	DO -ITS	Received Quotations: *1. Nth Generation 2. CDW-Government *Successful Bidder
22-P0064569	\$36,000.00	Professional services for ongoing advising related to cloud migration, cloud architecture, design and strategy	DO -ITS	Board Approved: June 21, 2021
22-P0064577	\$15,000.00	Paper for District Publications projects	DO -Publications	Bid #1368 Board Approved: June 17, 2019
22-P0064578	\$1,603,304.04	Workers Compensation annual insurance premium	DO -Risk Management	Required Insurance

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 20, 2021 THROUGH JULY 17, 2021
BOARD MEETING OF AUGUST 9, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0064580	\$35,000.00	Investigative Services and Title IX Hearing Officer services	DO -Human Resources	Board Approved: September 14, 2020
22-P0064581	\$19,350.00	General landscape maintenance services for the 17th and Bristol Street vacant lot for Santa Ana College	DO -Facility Planning	Received Quotations: *1. Quezada Pro Landscape, Inc. *Successful Bidder
22-P0064582	\$194,637.00	Website redesign services for the Santiago Canyon College website	SCC -ITS	Purchased from the California Multiple Awards Schedule (CMAS) Agreement #3-19-70-3411B Board Approved: April 24, 2021
21-P0064590	\$55,384.00	Marketing and media buying plan for Fall 2021 enrollment, Fall 2021 Great Eight Weeks, and Spring 2021 Intersession	SCC -Pathways to Teaching	Board Approved: June 21, 2021
22-P0064611	\$130,560.00	Consulting services for IT management and transitional onboarding assistance	DO -ITS	Board Approved: May 24, 2021
22-P0064612	\$250,000.00	Professional intermediary services to connect students and employers	DO -LAOCRC	Board Approved: June 21, 2021
22-P0064614	\$18,000.00	Virtual Compression Planning Institute (VCPI) professional development training	DO -LAOCRC	Board Approved: June 21, 2021
21-P0064621	\$20,132.00	Instructional hours for Firefighter Core Competency for the City of Anaheim	SAC -Fire Academy	Board Approved: February 26, 2018

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 20, 2021 THROUGH JULY 17, 2021
BOARD MEETING OF AUGUST 9, 2021**

P.O. #	Amount	Description	Department	Comment
21-P0064622	\$20,680.25	Instructional hours for Firefighter Core Competency for Chino Valley Independent Fire District	SAC -Fire Academy	Board Approved: September 10, 2018
21-P0064623	\$23,247.00	Instructional hours for Firefighter Core Competency for the City of Montebello	SAC -Fire Academy	Board Approved: June 11, 2018
21-P0064624	\$25,205.40	Instructional hours for Firefighter Core Competency for the City of Orange	SAC -Fire Academy	Board Approved: February 26, 2018
21-P0064625	\$18,453.25	Instructional hours for Firefighter Core Competency for the City of Rancho Cucamonga	SAC -Fire Academy	Board Approved: September 10, 2018
22-P0064638	\$15,969.68	Excess Cyber Liability annual insurance premium	DO -Risk Management	Required Insurance
22-P0064664	\$209,690.00	Professional consulting services for the development planning of the Centennial Education Center at Santa Ana College	DO -Facility Planning	Board Approved: June 21, 2021
22-P0064740	\$162,883.00	Student and athlete basic and catastrophic annual insurance premiums	DO -Risk Management	Required Insurance
22-P0064779	\$34,622.00	Annual dues to the Accrediting Commission Community and Junior Colleges (ACCJC) for Santiago Canyon College	SCC -Accreditation	

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 20, 2021 THROUGH JULY 17, 2021
BOARD MEETING OF AUGUST 9, 2021**

P.O. #	Amount	Description	Department	Comment
22-P0064795	\$23,941.00	Repair services to the Science Center roof paver system at Santiago Canyon College	DO -Facility Planning	Best Contracting is the only vendor eligible to work on the roof paver system under the existing warranty
21-P0219598	\$15,960.00	Professional services to provide nDiscovery managed threat detection solutions for data and enterprise system protection for fiscal year 20-21	DO -ITS	Board Approved: June 21, 2021
21-P0219600	\$236,111.00	Sub-agreement with North Orange County CCD on behalf of North Orange County CCD Continuing Education to implement FY20-21 of the Strong Workforce Program Regional Apportionment	DO -Resource Development	Board Approved: February 27, 2017
22-P0229007	\$17,359.62	Annual subscription fee for refund disbursement services	DO -Fiscal Services	Board Approved: July 13, 2020
22-P0229008	\$37,552.32	Annual renewal of OnSSI StayCurrent Ocularis software licenses	DO -ITS	Received Quotations: *1. American Security Group 2. Golden Star Technology *Successful Bidder
22-P0229009	\$23,960.00	Annual renewal of Cisco Umbrella Insights software license	DO -ITS	Purchased from the Foundation for California Community Colleges (FCCC) contract #CB-185-17 Board Approved: July 15, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 20, 2021 THROUGH JULY 17, 2021
BOARD MEETING OF AUGUST 9, 2021**

P.O. #	Amount	Description	Department	Comment
22-P0229010	\$184,246.40	Annual renewal of online education license subscriptions: Labster, Esri, NameCoach, NetTutor, Pronto and Proctorio	DO -ITS	Purchased through the California Community Colleges Systemwide Technology Access Collaborative (STAC)
22-P0229011	\$522,538.00	Annual renewal of software maintenance and licenses for Colleague modules	DO -ITS	Board Approved: June 15, 2020
22-P0229012	\$50,428.11	Annual renewal of KnowBe4 Security Awareness Training subscription	DO -ITS	Received Quotations: *1. Golden Star Technology 2. KnowBe4 *Successful Bidder
22-P0229013	\$123,258.05	Annual renewal of Palo Alto software support and subscriptions for Threat Prevention, PANDB URL filtering, and WildFire	DO -ITS	Purchased from the California Multiple Awards Schedule (CMAS) Contract #3-09-70-2428M Board Approved: October 26, 2009
22-P0229014	\$63,604.81	Annual renewal of support coverage for Veeam software	DO -ITS	Received Quotations: *1. VPLS Solutions, LLC 2. CDW-Government *Successful Bidder
22-P0229015	\$17,863.94	Annual renewal of maintenance support for SolarWinds software	DO -ITS	Purchased from the Foundation for California Community Colleges (FCCC) contract #CB-185-17 Board Approved: July 15, 2019

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 20, 2021 THROUGH JULY 17, 2021
BOARD MEETING OF AUGUST 9, 2021**

P.O. #	Amount	Description	Department	Comment
22-P0229018	\$207,921.00	Annual renewal for Ellucian Application Management and Application Hosting services	DO -ITS	Board Approved: December 9, 2019
22-P0229019	\$15,769.80	Annual renewal of Informacast software	DO -ITS	Received Quotations: *1. Golden Star Technology 2. Singlewire *Successful Bidder
22-P0229020	\$41,344.61	Annual renewal of support coverage for Aruba software	DO -ITS	Received Quotations: *1. VPLS Solutions 2. CDW-Government *Successful Bidder
22-P0229021	\$56,644.76	Annual renewal of maintenance and support for Veritas eVault email archive system	DO -ITS	Purchased from the Foundation for California Community Colleges (FCCC) contract #CB-185-17 Board Approved: July 15, 2019
22-P0229026	\$47,958.00	Annual renewal of subscription for Payment Center by Touchnet software license	DO -ITS	Board Approved: September 14, 2020
22-P0229032	\$65,595.82	Annual renewal of support coverage for VMware software	DO -ITS	Received Quotations: *1. Computerland of Silicon Valley 2. Golden Star Technology *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 20, 2021 THROUGH JULY 17, 2021
BOARD MEETING OF AUGUST 9, 2021**

P.O. #	Amount	Description	Department	Comment
22-P0229036	\$54,833.04	Annual renewal of support maintenance for Cisco Call Manager	DO -ITS	Purchased from the Foundation for California Community Colleges (FCCC) contract #CB-185-17 Board Approved: July 15, 2019
22-P0229039	\$28,342.00	Annual elevator testing, inspection and preventative maintenance services at Santiago Canyon College	SCC -Maintenance	Board Approved: April 12, 2021
22-P0229047	\$17,500.00	Annual subscription of BoardDocs Pro Plus	DO -ITS	Board Approved: May 10, 2021
22-P0229048	\$52,832.40	Annual renewal of maintenance for Privilege Management for Windows Desktop and Server	DO -ITS	Received Quotations: *1. Aurora Systems Consulting 2. VPLS Solutions *Successful Bidder
22-P0229051	\$16,920.00	Annual parking lot sweeping services at Santiago Canyon College	SCC -Admin Services	Bid #1346 Board Approved: December 10, 2018
22-P0229052	\$18,193.88	Integrated waste management services at Santiago Canyon College	SCC -Operations	Bid #1347 Board Approved: November 26, 2018
22-P0229054	\$48,500.00	Annual HVAC Preventative maintenance services at the District Operations Center	DO -Maintenance & Operations	Bid #1330 Board Approved: September 11, 2017

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 20, 2021 THROUGH JULY 17, 2021
BOARD MEETING OF AUGUST 9, 2021**

P.O. #	Amount	Description	Department	Comment
22-P0229058	\$51,313.00	Annual renewal of software license, for Elumen Assessment & Planning, Curriculum & Catalog, and usage of integrated EMSI workforce data	SCC -Admin Services	Board Approved: September 14, 2020
22-P0229060	\$41,586.01	Annual renewal of Compellent support agreement for Santiago Canyon College	DO -ITS	Purchased from the NASPO ValuePoint contract #7-15-70-34-003, #MNNVP-108 Board Approved: November 9, 2015
22-P0229069	\$60,000.00	Annual maintenance renewal for proprietary SWS Dynamic Web Suite software	DO -ITS	Board Approved: June 21, 2021
22-P0229070	\$72,000.00	Remote services for proprietary support of District websites	DO -ITS	Board Approved: June 21, 2021
22-P0229071	\$43,669.07	Annual maintenance renewal for Perceptive Content, CaptureNow and Legacy ImageNow software	DO -ITS	Board Approved: June 21, 2021
22-P0229072	\$25,919.00	Annual renewal for support of Catalink and TES software for districtwide access to nationwide college catalogs and archive of SAC & SCC catalogs	DO -ITS	Board Approved: June 21, 2021
22-P0229104	\$63,840.00	Professional services to provide nDiscovery managed threat detection solutions for data and enterprise system protection for fiscal year 21-22	DO -ITS	Board Approved: June 21, 2021

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 20, 2021 THROUGH JULY 17, 2021
BOARD MEETING OF AUGUST 9, 2021**

P.O. #	Amount	Description	Department	Comment
22-P0229109	\$120,225.22	Lease fees for the Publications production equipment	DO -Publications	Board Approved: December 4, 2017
22-P0229110	\$55,909.00	Base charges and excess copy usage for the Publications production equipment	DO -Publications	Board Approved: December 4, 2017
22-P0229114	\$80,000.00	Professional services to fine tune and upgrade system databases, improve network security and availability and optimize system resource utilization and technical architecture in Microsoft Azure cloud	DO -ITS	Board Approved: June 21, 2021
22-P0229115	\$24,851.66	Annual renewal for Canvas Learning Management System support	DO -ITS	Board Approved: June 21, 2021
22-P0229116	\$24,007.41	Annual renewal of Fusion software license	DO -Facility Planning	Board Approved: June 21, 2021
22-P0229118	\$62,223.04	Annual support renewal of Pulse Secure software	DO -ITS	Received Quotations: *1. Techstrata, LLC 2. Golden Star Technology *Successful Bidder
22-P0229120	\$40,780.56	Advocacy and Employee Assistance Program	DO -Risk Management	Board Approved: June 21, 2021

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 20, 2021 THROUGH JULY 17, 2021
BOARD MEETING OF AUGUST 9, 2021**

P.O. #	Amount	Description	Department	Comment
22-P0229135	\$153,860.91	Software license fee for ConexED Full Platform	DO -ITS	Purchased from the Foundation for California Community Colleges (FCCC) contract #00003998 Board Approved: May 24, 2021
22-P0229138	\$176,448.84	Lease of property at 1572 N. Main Street, Orange, CA 92867	SCC -OEC	Board Approved: January 11, 2016
22-P0229140	\$47,700.00	Dark fiber connectivity service fee for the Orange Education Center at Main Street	SCC -OEC/CWPC	Bid #1287 Board Approved: June 19, 2016
22-P0229148	\$80,000.00	Consulting services to assist the District in areas of government, community relations and various projects	DO -Chancellor's Office	Board Approved: June 21, 2021
22-P0229149	\$122,000.00	General legal council services	DO -Chancellor's Office	Board Approved: June 21, 2021
22-P0229170	\$150,000.00	Professional services to assist in improving system stability and performance in the Ellucian cloud environment	DO -ITS	Board Approved: July 13, 2020
22-P0229171	\$25,000.00	General legal services with Atkinson Andelson Loya Ruud	DO -Business Operations	Board Approved: June 21, 2021
22-P0229172	\$18,000.00	Hazardous waste removal services	DO -Risk Management	Board Approved: June 17, 2019

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 20, 2021 THROUGH JULY 17, 2021
BOARD MEETING OF AUGUST 9, 2021**

P.O. #	Amount	Description	Department	Comment
22-P0229173	\$369,749.35	Facility lease for OEC classrooms at 1937 W. Chapman Ave., Ste 200, Orange, CA 92868	SCC -OEC	Board Approved: January 14, 2013
22-P0229178	\$186,227.72	Facility lease for the Remington Education Center located at 1325 E. 4th St. Santa Ana, CA 92701	SAC -Continuing Education	Board Approved: April 12, 2017
22-P0229182	\$24,600.00	Independent audit services performed in May and June 2021 for the District's audit for the fiscal year ending June 30, 2021	DO -Business Operations	Board Approved: January 13, 2020
22-P0229183	\$126,400.00	Independent audit services related to the audit of fiscal years ending June 30, 2021 and June 30, 2022	DO -Business Operations	Board Approved: January 13, 2020
22-P0229186	\$43,094.84	Integrated waste management services at Santa Ana College	SAC -Operations	Bid #13467 Board Approved: November 26, 2018
22-P0229188	\$55,258.85	Monthly Sectorpoint Virtual Assistance (SVA) for website design and content consulting support	DO -ITS	Purchased from the California Multiple Awards Schedule (CMAS) Agreement #3-19-70-3411B Board Approved: April 24, 2021
22-P0229195	\$82,572.10	Annual renewal of Turnitin subscription	DO -ITS	Board Approved: June 21, 2021

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 20, 2021 THROUGH JULY 17, 2021
BOARD MEETING OF AUGUST 9, 2021**

P.O. #	Amount	Description	Department	Comment
22-P0229197	\$46,374.00	Facility lease for Santa Ana College -East Child Development Center located at 1510 N. Parton, Santa Ana, CA 92706	SAC -CDC East	Board Approved: November 10, 2020
TX-HAWK004928	\$18,044.01	Textbooks purchased for resale	SCC BOOKSTORE	Purchased from NEBRASKA BOOK COMPANY Senior Accountant Review by Kathy White on 7/9/2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed.

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. California Adult Education Program (SAC & SCC) - <i>Augmentation</i> Augmentation to the categorical apportionment for the California Adult Education Program (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>	07/14/2021	\$80,594
2. Career and Technical Education (CTE) Title I-C (District/SAC/SCC) Funds from the California Community Colleges Chancellor's Office - Carl D. Perkins, Title I Part C (Reauthorized from Perkins IV to Perkins V) federal funds to strengthen career and technical education programs for the 21 st century at the postsecondary level. (21/22). <i>No match required.</i>	07/01/2021	\$998,619
3. Nursing Program Support Grant (SAC) Categorical apportionment from the California Community Colleges Chancellor's Office, Nursing and Allied Health Division to increase enrollment capacity, retention and program completion rates, and the number of nursing students who pass the state licensing exam. (21/22). <i>No match required.</i>	07/06/2021	\$207,358

RECOMMENDATION

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

Fiscal Impact:	\$1,286,571	Board Date: August 9, 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 #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
 FY 21/22 CONTRACT INCOME: \$3,207,811
 FY 21/22 Augmentation: \$80,594
 FY 21/22 TOTAL: \$3,288,405
 PRIME SPONSOR: CCC Chancellor's Office
 FISCAL AGENT: Rancho Santiago CCD
 PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy
 PRJ. DIR.: Christine Gascon
 Date: 7/21/2021

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
COLLEGE (CENTENNIAL EDUCATION CENTER)							
12_2460_000000_10000_8629	Other Gen Categorical Apport : Santa Ana Coll		1,246,051		1,246,051		0
12_2460_679000_10000_5865	Indirect Costs : Santa Ana College (5%)	59,336		59,336		0	
12_2460_601000_18100_5100	Contracted Services : Continuing Education Advertising/Marketing	95,851		95,851		0	
12_2460_601000_18100_5800	Advertising : Continuing Education Division	8,944		8,944		0	
12_2460_619000_18100_1480	Part-Time Reassigned Time : Continuing Ed	5,000		5,000		0	
12_2460_619000_18100_3115	STRS - Non-Instructional : Continuing Educati	796		796		0	
12_2460_619000_18100_3325	Medicare - Non-Instructional : Continuing Edu	73		73		0	
12_2460_619000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	100		100		0	
12_2460_619000_18100_3515	SUI - Non-Instructional : Continuing Educatio	3		3		0	
12_2460_619000_18100_3615	WCI - Non-Instructional : Continuing Educatio	75		75		0	
12_2460_619000_18100_5815	Class Schedules/Printing : Continuing Educati	20,944		20,944		0	
12_2460_620000_18100_2130	Classified Employees : Continuing Education Christina Orozco, A&R II (8-6 +7.5%L @ 100%)	64,576		64,576		0	
12_2460_620000_18100_3215	PERS - Non-Instructional : Continuing Educati	14,852		14,852		0	
12_2460_620000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	4,097		4,097		0	
12_2460_620000_18100_3325	Medicare - Non-Instructional : Continuing Edu	958		958		0	
12_2460_620000_18100_3415	H & W - Non-Instructional : Continuing Educat	28,770		28,770		0	
12_2460_620000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	1,322		1,322		0	
12_2460_620000_18100_3515	SUI - Non-Instructional : Continuing Educatio	33		33		0	
12_2460_620000_18100_3615	WCI - Non-Instructional : Continuing Educatio	991		991		0	
12_2460_620000_18100_3915	Other Benefits - Non-Instruct : Continuing Ed	1,500		1,500		0	
12_2460_632000_18100_2130	Classified Employees : Continuing Education Jorge Lopez-Galicia, only OOC 10-3 Admin Clerk @ 100%	2,927		2,927		0	
12_2460_632000_18100_3215	PERS - Non-Instructional : Continuing Educati	673		673		0	
12_2460_632000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	181		181		0	

5.1 (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
FY 21/22 CONTRACT INCOME: \$3,207,811
FY 21/22 Augmentation: \$80,594
FY 21/22 TOTAL: \$3,288,405
PRIME SPONSOR: CCC Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy
PRJ. DIR.: Christine Gascon
Date: 7/21/2021

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2460_632000_18100_3325	Medicare - Non-Instructional : Continuing Edu	42		42		0	
12_2460_632000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	59		59		0	
12_2460_632000_18100_3515	SUI - Non-Instructional : Continuing Educatio	1		1		0	
12_2460_632000_18100_3615	WCI - Non-Instructional : Continuing Educatio	44		44		0	
12_2460_649000_18100_2130	Classified Employees : Continuing Education Wendy Esparza only OOC Student Service Coordinator only 15-2 @ 100%	3,866		3,866		0	
12_2460_649000_18100_3215	PERS - Non-Instructional : Continuing Educati	889		889		0	
12_2460_649000_18100_3315	OASDHI - Non-Instructional : Continuing Educa	240		240		0	
12_2460_649000_18100_3325	Medicare - Non-Instructional : Continuing Edu	56		56		0	
12_2460_649000_18100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	77		77		0	
12_2460_649000_18100_3515	SUI - Non-Instructional : Continuing Educatio	2		2		0	
12_2460_649000_18100_3615	WCI - Non-Instructional : Continuing Educatio	58		58		0	
12_2460_678000_18100_5100	Contracted Services : Continuing Education	65,000		65,000		0	
12_2460_678000_18100_5555	Telecommunication Circuits : Continuing Educa	27,000		27,000		0	
12_2460_619000_18110_1250	Contract Coordinator : English as a Second Lang Merari Weber, Assistant Professor/Coord. ESL Class VII Step 16 (100%) Jose Lopez Mercedes, Coordinator/ESL Class IV Step 15 (50%) Assistant Professor/Coord. ESL (Vacant) Class VI Step 12 (50%)	238,656		238,656		0	
12_2460_619000_18110_3115	STRS - Non-Instructional : English as a Secon	37,994		37,994		0	
12_2460_619000_18110_3325	Medicare - Non-Instructional : English as a S	3,511		3,511		0	
12_2460_619000_18110_3415	H & W - Non-Instructional : English as a Seco	35,719		35,719		0	
12_2460_619000_18110_3435	H & W - Retiree Fund Non-Inst : English as a	4,843		4,843		0	
12_2460_619000_18110_3515	SUI - Non-Instructional : English as a Second	121		121		0	
12_2460_619000_18110_3615	WCI - Non-Instructional : English as a Second	3,632		3,632		0	

5.1 (3)

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
FY 21/22 CONTRACT INCOME: \$3,207,811
FY 21/22 Augmentation: \$80,594
FY 21/22 TOTAL: \$3,288,405
PRIME SPONSOR: CCC Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy
PRJ. DIR.: Christine Gascon
Date: 7/21/2021

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2460_619000_18110_3915	Other Benefits - Non-Instruct : English as a	3,500		3,500		0	
12_2460_619000_18130_1250	Contract Coordinator : Elementary & Second John Tashima, Assistant Professor/Coord. ABE Class III Step 15 (100%) Donna Khalid, Assistant Professor/Coord. ABE Class VII Step 16 (100%)	236,722		236,722		0	
12_2460_619000_18130_3115	STRS - Non-Instructional : Elementary & Secon	37,686		37,686		0	
12_2460_619000_18130_3325	Medicare - Non-Instructional : Elementary & S	3,483		3,483		0	
12_2460_619000_18130_3415	H & W - Non-Instructional : Elementary & Seco	41,519		41,519		0	
12_2460_619000_18130_3435	H & W - Retiree Fund Non-Inst : Elementary &	4,804		4,804		0	
12_2460_619000_18130_3515	SUI - Non-Instructional : Elementary & Second	120		120		0	
12_2460_619000_18130_3615	WCI - Non-Instructional : Elementary & Second	3,603		3,603		0	
12_2460_619000_18130_3915	Other Benefits - Non-Instruct : Elementary &	3,500		3,500		0	
12_2460_619000_18190_1250	Contract Coordinator : Short-Term Vocational Osiel Madrigal, Assistant Professor/Coord. CTE Class VII Step 15 (100%)	123,393		123,393		0	
12_2460_619000_18190_3215	PERS - Non-Instructional : Short-Term Vocatio	28,380		28,380		0	
12_2460_619000_18190_3315	OASDHI - Non-Instructional : Short-Term Vocat	7,759		7,759		0	
12_2460_619000_18190_3325	Medicare - Non-Instructional : Short-Term Voc	1,815		1,815		0	
12_2460_619000_18190_3415	H & W - Non-Instructional : Short-Term Vocati	9,762		9,762		0	
12_2460_619000_18190_3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	2,503		2,503		0	
12_2460_619000_18190_3515	SUI - Non-Instructional : Short-Term Vocation	63		63		0	
12_2460_619000_18190_3615	WCI - Non-Instructional : Short-Term Vocation	1,877		1,877		0	
12_2460_619000_18190_3915	Other Benefits - Non-Instruct : Short-Term Vo	1,750		1,750		0	
SUB-TOTAL - SAC/CEC		1,246,051	1,246,051	1,246,051	1,246,051	0	0

5.1 (4)

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
 FY 21/22 CONTRACT INCOME: \$3,207,811
 FY 21/22 Augmentation: \$80,594
 FY 21/22 TOTAL: \$3,288,405
 PRIME SPONSOR: CCC Chancellor's Office
 FISCAL AGENT: Rancho Santiago CCD
 PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy
 PRJ. DIR.: Christine Gascon
 Date: 7/21/2021

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
SANTIAGO CANYON COLLEGE (ORANGE EDUCATION CENTER)							
12_2460_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyo		1,780,773		1,861,367		80,594
12_2460_679000_20000_5865	Indirect Costs : Santiago Canyon College (5%) OEC and Research direct costs at 5% rate	93,417		97,255		3,838	
12_2460_601000_28100_1210	Academic Management : Continuing Education Eden Quimzon, Interim Exe. Director (C-2) (100%)	156,448		156,448		0	
12_2460_601000_28100_2130	Classified Employees : Continuing Education Alicia Ayers, Sr. Account Clerk (10-6 +6PG) (100%)	68,339		68,339		0	
12_2460_601000_28100_3115	STRS - Non-Instructional : Continuing Educati	24,906		24,906		0	
12_2460_601000_28100_3215	PERS - Non-Instructional : Continuing Educati	15,718		15,718		0	
12_2460_601000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	4,330		4,330		0	
12_2460_601000_28100_3325	Medicare - Non-Instructional : Continuing Edu	3,312		3,312		0	
12_2460_601000_28100_3415	H & W - Non-Instructional : Continuing Educat	26,148		26,148		0	
12_2460_601000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	4,568		4,568		0	
12_2460_601000_28100_3515	SUI - Non-Instructional : Continuing Educatio	114		114		0	
12_2460_601000_28100_3615	WCI - Non-Instructional : Continuing Educatio	3,426		3,426		0	
12_2460_601000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	3,600		3,600		0	
12_2460_601000_28100_4610	Non-Instructional Supplies : Continuing Educa	6,500		6,500		0	
12_2460_601000_28100_5100	Contracted Services : Continuing Education Di One-time subcontract Garden Grove USD \$125,000	123,500		123,500		0	
12_2460_601000_28100_5630	Maint Contract - Office Equip : Continuing Edu	500		500		0	
12_2460_601000_28100_5815	Class Schedules/Printing : Continuing Educati	53,013		53,013		0	
12_2460_601000_28100_5840	Drinking Water Service : Continuing Education	480		480		0	
12_2460_601000_28100_6211	Buildings - Facility Lease : Continuing Educa	176,449		176,449		0	
12_2460_619000_28100_1250	Contract Coordinator : Continuing Education Angela Guevara, Assistant Professor/Coord. AWD Class V Step 16 (100%)	119,805		119,805		0	
12_2460_619000_28100_3215	PERS - Non-Instructional : Continuing Educati	27,555		27,555		0	

5.1(5)

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
 FY 21/22 CONTRACT INCOME: \$3,207,811
 FY 21/22 Augmentation: \$80,594
 FY 21/22 TOTAL: \$3,288,405
 PRIME SPONSOR: CCC Chancellor's Office
 FISCAL AGENT: Rancho Santiago CCD
 PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy
 PRJ. DIR.: Christine Gascon
 Date: 7/21/2021

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12 2460 619000 28100 3315	OASDHI - Non-Instructional : Continuing Educa	7,536		7,536		0	
12 2460 619000 28100 3325	Medicare - Non-Instructional : Continuing Edu	1,763		1,763		0	
12 2460 619000 28100 3415	H & W - Non-Instructional : Continuing Educat	29,176		29,176		0	
12 2460 619000 28100 3435	H & W - Retiree Fund Non-Inst : Continuing Ed	2,431		2,431		0	
12 2460 619000 28100 3515	SUI - Non-Instructional : Continuing Educatio	61		61		0	
12 2460 619000 28100 3615	WCI - Non-Instructional : Continuing Educatio	1,823		1,823		0	
12 2460 619000 28100 3915	Other Benefits - Non-Instruct : Continuing Ed	1,750		1,750		0	
12_2460_631000_28100_2130	Classified Employees : Continuing Education L. Berganza, Graduation Specialist (15-6 +7.5%L +4PG) (25%)	23,114		23,114		0	
12 2460 631000 28100 3215	PERS - Non-Instructional : Continuing Educati	5,316		5,316		0	
12 2460 631000 28100 3315	OASDHI - Non-Instructional : Continuing Educa	1,456		1,456		0	
12 2460 631000 28100 3325	Medicare - Non-Instructional : Continuing Edu	341		341		0	
12 2460 631000 28100 3415	H & W - Non-Instructional : Continuing Educat	7,208		7,208		0	
12 2460 631000 28100 3435	H & W - Retiree Fund Non-Inst : Continuing Ed	470		470		0	
12 2460 631000 28100 3515	SUI - Non-Instructional : Continuing Educatio	12		12		0	
12 2460 631000 28100 3615	WCI - Non-Instructional : Continuing Educatio	352		352		0	
12 2460 631000 28100 3915	Other Benefits - Non-Instruct : Continuing Ed	375		375		0	
12 2460 651000 28100 5550	Security Systems & Services : Continuing Educ	1,200		1,200		0	
12_2460_653000_28100_2130	Classified Employees : Continuing Education Div Custodian (vacant) (4-3 +2.5%SS) (47.5%) G. Chavez retired eff. 9/30/20	21,778		21,778		0	
12 2460 653000 28100 3215	PERS - Non-Instructional : Continuing Educati	5,009		5,009		0	
12 2460 653000 28100 3315	OASDHI - Non-Instructional : Continuing Educa	1,394		1,394		0	
12 2460 653000 28100 3325	Medicare - Non-Instructional : Continuing Edu	326		326		0	
12 2460 653000 28100 3415	H & W - Non-Instructional : Continuing Educat	9,511		9,511		0	
12 2460 653000 28100 3435	H & W - Retiree Fund Non-Inst : Continuing Ed	450		450		0	
12 2460 653000 28100 3515	SUI - Non-Instructional : Continuing Educatio	11		11		0	
12 2460 653000 28100 3615	WCI - Non-Instructional : Continuing Educatio	337		337		0	

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
FY 21/22 CONTRACT INCOME: \$3,207,811
FY 21/22 Augmentation: \$80,594
FY 21/22 TOTAL: \$3,288,405
PRIME SPONSOR: CCC Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy
PRJ. DIR.: Christine Gascon
Date: 7/21/2021

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12_2460_653000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	713		713		0	
12_2460_653000_28100_4610	Non-Instructional Supplies : Continuing Educa	5,000		5,000		0	
12_2460_655000_28100_5530	Landscaping : Continuing Education Division	3,900		3,900		0	
12_2460_657000_28100_5515	Electricity : Continuing Education Division	26,867		26,867		0	
12_2460_678000_28100_2130	Classified Employees : Continuing Education Div Howard Chau, Applications Spec. III (19-6 +5%L +3PG) (100%)	113,918		113,918		0	
12_2460_678000_28100_3215	PERS - Non-Instructional : Continuing Educati	26,201		26,201		0	
12_2460_678000_28100_3315	OASDHI - Non-Instructional : Continuing Educa	7,156		7,156		0	
12_2460_678000_28100_3325	Medicare - Non-Instructional : Continuing Edu	1,674		1,674		0	
12_2460_678000_28100_3415	H & W - Non-Instructional : Continuing Educat	28,882		28,882		0	
12_2460_678000_28100_3435	H & W - Retiree Fund Non-Inst : Continuing Ed	2,308		2,308		0	
12_2460_678000_28100_3515	SUI - Non-Instructional : Continuing Educatio	58		58		0	
12_2460_678000_28100_3615	WCI - Non-Instructional : Continuing Educatio	1,731		1,731		0	
12_2460_678000_28100_3915	Other Benefits - Non-Instruct : Continuing Ed	1,500		1,500		0	
12_2460_678000_28100_5555	Telecommunication Circuits : Continuing Educa	24,000		24,000		0	
12_2460_619000_28110_1250	Contract Coordinator : English as a Second Lang Rita Van Dyke Kao, Class II Step 12 (100%)	97,970		97,970		0	
12_2460_619000_28110_3115	STRS - Non-Instructional : English as a Secon	15,597		15,597		0	
12_2460_619000_28110_3325	Medicare - Non-Instructional : English as a S	1,446		1,446		0	
12_2460_619000_28110_3415	H & W - Non-Instructional : English as a Seco	29,949		29,949		0	
12_2460_619000_28110_3435	H & W - Retiree Fund Non-Inst : English as a	1,994		1,994		0	
12_2460_619000_28110_3515	SUI - Non-Instructional : English as a Second	50		50		0	
12_2460_619000_28110_3615	WCI - Non-Instructional : English as a Second	1,496		1,496		0	
12_2460_619000_28110_3915	Other Benefits - Non-Instruct : English as a	1,750		1,750		0	
12_2460_619000_28130_1250	Contract Coordinator : Elementary & Second Bas Elaine Pham, Assistant Professor/Coord. ABE/HSS Class V Step 13 (100%)	110,717		110,717		0	
12_2460_619000_28130_3215	PERS - Non-Instructional : Elementary & Secon	25,465		25,465		0	

5.1 (7)

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
 FY 21/22 CONTRACT INCOME: \$3,207,811
 FY 21/22 Augmentation: \$80,594
 FY 21/22 TOTAL: \$3,288,405
 PRIME SPONSOR: CCC Chancellor's Office
 FISCAL AGENT: Rancho Santiago CCD
 PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy
 PRJ. DIR.: Christine Gascon
 Date: 7/21/2021

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12 2460 619000 28130 3315	OASDHI - Non-Instructional : Elementary & Sec	6,973		6,973		0	
12 2460 619000 28130 3325	Medicare - Non-Instructional : Elementary & S	1,631		1,631		0	
12 2460 619000 28130 3415	H & W - Non-Instructional : Elementary & Seco	16,308		16,308		0	
12 2460 619000 28130 3435	H & W - Retiree Fund Non-Inst : Elementary &	2,249		2,249		0	
12 2460 619000 28130 3515	SUI - Non-Instructional : Elementary & Second	56		56		0	
12 2460 619000 28130 3615	WCI - Non-Instructional : Elementary & Second	1,687		1,687		0	
12 2460 619000 28130 3915	Other Benefits - Non-Instruct : Elementary &	1,750		1,750		0	
12_2460_619000_28190_1250	Contract Coordinator : Short-Term Vocational Daniel Oase, Assistant Professor/Coord. CTE Class VI Step 12 (100%)	110,923		110,923		0	
12 2460 619000 28190 3115	STRS - Non-Instructional : Short-Term Vocatio	17,659		17,659		0	
12 2460 619000 28190 3325	Medicare - Non-Instructional : Short-Term Voc	1,634		1,634		0	
12 2460 619000 28190 3415	H & W - Non-Instructional : Short-Term Vocati	29,159		29,159		0	
12 2460 619000 28190 3435	H & W - Retiree Fund Non-Inst : Short-Term Vo	2,253		2,253		0	
12 2460 619000 28190 3515	SUI - Non-Instructional : Short-Term Vocation	56		56		0	
12 2460 619000 28190 3615	WCI - Non-Instructional : Short-Term Vocation	1,690		1,690		0	
12 2460 619000 28190 3915	Other Benefits - Non-Instruct : Short-Term Vo	1,750		1,750		0	
12_2460_493032_28200_2410	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	18,179		18,179		0	
12 2460 493032 28200 3321	Medicare - Instructional : Orange Educ Ctr-In	264		264		0	
12 2460 493032 28200 3331	PARS - Instructional : Orange Educ Ctr-Instru	236		236		0	
12 2460 493032 28200 3431	H & W - Retiree Fund Inst : Orange Educ Ctr-I	364		364		0	
12 2460 493032 28200 3511	SUI - Instructional : Orange Educ Ctr-Instruc	9		9		0	
12 2460 493032 28200 3611	WCI - Instructional : Orange Educ Ctr-Instruc	273		273		0	
12 2460 499900 28200 5999	Special Project Holding Acct : Orange Educ Ctr-	0		76,756		76,756	
	SUB-TOTAL - SCC/OEC	1,780,773	1,780,773	1,861,367	1,861,367	80,594	80,594

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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
 FY 21/22 CONTRACT INCOME: \$3,207,811
 FY 21/22 Augmentation: \$80,594
 FY 21/22 TOTAL: \$3,288,405
 PRIME SPONSOR: CCC Chancellor's Office
 FISCAL AGENT: Rancho Santiago CCD
 PRIME AWARD #: Categorical Apportionment

PRJ. ADMIN.: James Kennedy
 PRJ. DIR.: Christine Gascon
 Date: 7/21/2021

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
DISTRICT OFFICE (Research Office)							
12_2460_000000_50000_8629	Other Gen Categorical Apport : District Opera		180,987		180,987		0
12_2460_679000_53340_2130	Classified Employees : Research Cristina Gheorghe, Research Coordinator Grade 18-6 +5%L +\$1,250PG (100%)	106,730		106,730		0	
12_2460_679000_53340_3215	PERS - Non-Instructional : Research	24,548		24,548		0	
12_2460_679000_53340_3315	OASDHI - Non-Instructional : Research	6,710		6,710		0	
12_2460_679000_53340_3325	Medicare - Non-Instructional : Research	1,569		1,569		0	
12_2460_679000_53340_3415	H & W - Non-Instructional : Research	36,088		36,088		0	
12_2460_679000_53340_3435	H & W - Retiree Fund Non-Inst : Research	2,165		2,165		0	
12_2460_679000_53340_3515	SUI - Non-Instructional : Research	54		54		0	
12_2460_679000_53340_3615	WCI - Non-Instructional : Research	1,623		1,623		0	
12_2460_679000_53340_3915	Other Benefits - Non-Instruct : Research	1,500		1,500		0	
	SUB-TOTAL - District	180,987	180,987	180,987	180,987	0	0
	Total 2460 - Adult Education Program FY 21/22	3,207,811	3,207,811	3,288,405	3,288,405	80,594	80,594

5.1 (9)



July 14, 2021

To: Adult Education Consortium Directors, Leads, Co-Chairs, Members, and Fiscal Representatives

From: The State California Adult Education Program (CAEP) Office

Subject: CAEP Final Consortium Allocations for 2021-22

This memorandum is to advise local recipients and fiscal agents of adult education funds that the 2021-22 [final CAEP allocation amounts](#) have been posted. Earlier this week, the 2021-22 revised CAEP allocations were posted in NOVA. Consortium members have until September 1, 2021, to submit and certify their amended allocation amounts in NOVA. The State CAEP Office and the Technical Assistance Program (TAP) offered a State Budget webinar on Friday, July 9, 2021, from 12:00 p.m. to 1:00 p.m. to review the new allocation amounts, walk members through the NOVA process steps, and answer any questions. To access the slides and the archived recording of this webinar, [click here](#).

State Budget Bill

Last month, the State Legislature passed the 2021-22 budget bill that saw a 4.01% or \$21.8M increase to the CAEP baseline funding. The new CAEP baseline is now \$560,376,000. The original proposed CAEP allocation for 2021-22 was \$546,642,000. Because only the CAEP base, and the 1.5% COLA (or \$8.1M) were certified by the CAEP regional consortia, there is one last additional step to take to certify the additional 2.51% COLA (the \$13.7M additional increase).

NOVA Instructions

Each consortium will process the allocation increase as an allocation amendment in NOVA, which requires a new allocation amount for each member, and certification in NOVA by all consortium members. Keep in mind, that due to State Budget Bill requirements, the State CAEP Office has already calculated allocation amounts for direct funded member districts. Please see the 2021-22 direct funded member amounts by districts (along with fiscal agent amounts) attached [linked] at the end of this memo. These allocation amounts are the dollar amounts given to the State Controller’s Office for disbursement within 45 days of the enactment of the 2021-22 State Budget. Therefore, any deviation from these amounts would not align with the amounts being disbursed. CAEP allocation amendment certification by the consortium and its members must be completed by September 1, 2021.

CAEP Funds Are Restricted Funds

CAEP funds were issued under AB104 legislation and are in ARTICLE 9. Adult Education Program [84900 - 84920] of the education code. CAEP funds are apportionment, they are not a grant, and at this time are not subject to flexibility. CAEP funds are restricted to adults 18 years and older, can only be used in the seven CAEP approved program areas, and must have an approved regional consortium plan specific to K12 adult education and community college noncredit programs.

Consortium Name	Member Name	Allocation Year	Funding Channel	Member Type	Final Amount
Rancho Santiago	Rancho Santiago CCD	2021-22	Direct	CCD	\$3,288,405

SPECIAL PROJECT DETAILED BUDGET #1801
NAME: CTE IC - Administration & Partnership Development
FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 7/1/21 - 6/30/22
 CONTRACT INCOME: \$49,930

PROJ. ADM. Enrique Perez
 PROJ. DIR. Sarah Santoyo

Prime Sponsor: US Dept. of Education

Date: 07/22/21

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 21-C01-870

Account	Object Description	Debit	Credit
12-1801-000000-50000-8170	VTEA		49,930
12-1801-675000-53345-5210	Conference Expenses - Travel	2,200	
12-1801-679000-53345-5215	Online Conference & Training	2,000	
12-1801-679000-53345-2130	Classified Employees	25,896	
12-1801-679000-53345-3215	PERS - Non-Instructional	5,934	
12-1801-679000-53345-3315	OASDHI - Non-Instructional	1,624	
12-1801-679000-53345-3325	Medicare - Non-Instructional	381	
12-1801-679000-53345-3415	H & W - Non-Instructional	6,610	
12-1801-679000-53345-3435	H & W - Retiree Fund Non-Inst	524	
12-1801-679000-53345-3515	SUI - Non-Instructional	129	
12-1801-679000-53345-3615	WCI - Non-Instructional	393	
12-1801-679000-53345-3915	Other Benefits - Non-Instruct	375	
12-1801-679000-53345-4610	Non-Instructional Supplies	864	
12-1801-679000-53345-6412	Equip-Fed Prgm >\$1,000< \$5,000	3,000	
Total 1801 VTEA/CTE IC-Adm Partnership Dev		49,930	49,930

**SPECIAL PROJECT DETAILED BUDGET #1805
NAME: CTE IC - Digital Media (0614.00) - SAC
FISCAL YEAR: 2021/2022**

CONTRACT PERIOD: 7/1/21 - 6/30/22
CONTRACT INCOME: \$240,675

PROJ. ADM. Kellori Dower
PROJ. DIR. S. Clark/M. Taylor

Prime Sponsor: US Dept. of Education

Date: 07/22/21

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 21-C01-870

Account	Object Description	Debit	Credit
12-1805-000000-10000-8170	VTEA		240,675
12-1805-061400-15553-4310	Instructional Supplies	10,552	
12-1805-061400-15553-6412	Equip-Fed Prgm >\$1,000< \$5,000	-	
12-1805-061400-15553-6413	Equip-Fed Prgm >\$5,000	230,123	
Total 1805 CTE IC- Digital Media		240,675	240,675

SPECIAL PROJECT DETAILED BUDGET #1810
NAME: CTE IC - Registered Nursing (1230.10) - SAC
FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 7/1/21 - 6/30/22
 CONTRACT INCOME: \$64,500

PROJ. ADM. S. Eidgahy/M. Steckler
 PROJ. DIR. L. Carriger/E. Papa

Prime Sponsor: US Dept. of Education

Date: 07/22/21

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 21-C01-870

Account	Object Description	Debit	Credit
12-1810-000000-10000-8170	VTEA		64,500
12-1810-123010-16640-4310	Instructional Supplies	9,500	
12-1810-123010-16640-5950	Software License and Fees	55,000	
Total 1810 VTEA/CTE IC-C/I Nursing RN		64,500	64,500

SPECIAL PROJECT DETAILED BUDGET #1814
NAME: CTE IC - SCC Support Services - Across CTE Programs - SCC
FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 7/1/21 - 6/30/22
 CONTRACT INCOME: \$73,001

PROJ. ADM. Elizabeth Arteaga
 PROJ. DIR. Elizabeth Arteaga

Prime Sponsor: US Dept. of Education

Date: 07/22/21

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 21-C01-870

Account	Object Description	Debit	Credit
12-1814-000000-20000-8170	VTEA		73,001
12-1814-619000-25205-2130	Classified Employees	41,432	
12-1814-619000-25205-3215	PERS - Non-Instructional	9,492	
12-1814-619000-25205-3315	OASDHI - Non-Instructional	2,570	
12-1814-619000-25205-3325	Medicare - Non-Instructional	623	
12-1814-619000-25205-3415	H & W - Non-Instructional	15,666	
12-1814-619000-25205-3435	H & W - Retiree Fund Non-Inst	859	
12-1814-619000-25205-3515	SUI - Non-Instructional	215	
12-1814-619000-25205-3615	WCI - Non-Instructional	644	
12-1814-619000-25205-3915	Other Benefits - Non-Instruct	1,500	
Total 1814 VTEA/CTE IC-C/I Support Svcs		73,001	73,001

**SPECIAL PROJECT DETAILED BUDGET #1822
NAME: CTE IC - Culinary Arts (1306.30) - SAC
FISCAL YEAR: 2021/2022**

CONTRACT PERIOD: 7/1/21 - 6/30/22
CONTRACT INCOME: \$6,800

PROJ. ADM. Larisa Sergeyeva
PROJ. DIR. Sarah Mathot

Prime Sponsor: US Dept. of Education
Fiscal Agent: CCC Chancellor's Office
CFDA #: 84.048A; Grant Agreement # 21-C01-870

Date: 07/22/21

Account	Object Description	Debit	Credit
12-1822-000000-10000-8170	VTEA		6,800
12-1822-732000-15714-7620	Fees Paid for Students	6,800	
Total 1822 VTEA/CTE IC-Nutrition Assess		6,800	6,800

SPECIAL PROJECT DETAILED BUDGET #1824

NAME: CTE IC - College-Wide Administrative & Professional Development (SAC-Across CTE)

FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 7/1/21 - 6/30/22

CONTRACT INCOME: \$184,207

PROJ. ADM. Jeffrey Lamb

PROJ. DIR. Kimberly Mathews

Prime Sponsor: US Dept. of Education

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 21-C01-870

Date: 07/22/21

Account	Object Description	Debit	Credit
12-1824-000000-10000-8170	VTEA		184,207
12-1824-619000-15205-2110	Classified Management	127,059	
12-1824-619000-15205-3215	PERS - Non-Instructional	29,109	
12-1824-619000-15205-3315	OASDHI - Non-Instructional	8,083	
12-1824-619000-15205-3325	Medicare - Non-Instructional	1,890	
12-1824-619000-15205-3415	H & W - Non-Instructional	7,185	
12-1824-619000-15205-3435	H & W - Retiree Fund Non-Inst	2,607	
12-1824-619000-15205-3515	SUI - Non-Instructional	651	
12-1824-619000-15205-3615	WCI - Non-Instructional	1,955	
12-1824-619000-15205-3915	Other Benefits - Non-Instruct	3,320	
12-1824-675000-15205-5210	Conference Expenses - Travel	2,348	
12-1824-675000-15205-5845	Excess/Copies Usage	-	
Total 1824 VTEA/CTE IC-Professional Dev & College-Wide Admin		184,207	184,207

SPECIAL PROJECT DETAILED BUDGET #1826
NAME: CTE IC - Counseling, Completion, and Outreach (SAC-Across CTE)
FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 7/1/21 - 6/30/22
 CONTRACT INCOME: \$176,484

PROJ. ADM. A. Soto/M. Dela Cruz
 PROJ. DIR. TBD

Prime Sponsor: US Dept. of Education

Date: 07/22/21

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 21-C01-870

Account	Object Description	Debit	Credit
12-1826-000000-10000-8170	VTEA		176,484
12-1826-634000-15390-1430	Part-Time Counselors	146,947	
12-1826-634000-15390-3115	STRS - Non-Instructional	21,532	
12-1826-634000-15390-3325	Medicare - Non-Instructional	2,130	
12-1826-634000-15390-3435	H & W - Retiree Fund Non-Inst	2,938	
12-1826-634000-15390-3515	SUI - Non-Instructional	734	
12-1826-634000-15390-3615	WCI - Non-Instructional	2,203	
Total 1826 VTEA/CTE IC-Placemnt/Workstudy		176,484	176,484

SPECIAL PROJECT DETAILED BUDGET #1849
NAME: CTE IC - Police Academy (2105.50) - SAC
FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 7/1/21 - 6/30/22
 CONTRACT INCOME: \$25,125

PROJ. ADM. Larisa Sergeyeva
 PROJ. DIR. Timothy Winchell

Prime Sponsor: US Dept. of Education
Fiscal Agent: CCC Chancellor's Office
CFDA #: 84.048A; Grant Agreement # 21-C01-870

Date: 07/22/21

Account	Object Description	Debit	Credit
12-1849-000000-10000-8170	VTEA		25,125
12-1849-210550-15712-4310	Instructional Supplies	1,322	
12-1849-619000-15712-4610	Non-Instructional Supplies	-	
12-1849-210550-15712-6412	Equip-Fed Prgm >\$1,000< \$5,000	23,803	
Total 1849 CTE-IC Police Academy		25,125	25,125

SPECIAL PROJECT DETAILED BUDGET #1851
NAME: CTE IC - American Sign Language (0850.10) - SAC
FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 7/1/21 - 6/30/22
 CONTRACT INCOME: \$25,191

PROJ. ADM. Javier Galvan
 PROJ. DIR. Heather Arazi

Prime Sponsor: US Dept. of Education

Date: 07/22/21

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 21-C01-870

Account	Object Description	Debit	Credit
12-1851-000000-10000-8170	VTEA		25,191
12-1851-602000-15611-1480	Part-Time Reassigned Time	7,616	
12-1851-602000-15611-3115	STRS - Non-Instructional	1,586	
12-1851-602000-15611-3325	Medicare - Non-Instructional	110	
12-1851-602000-15611-3435	H & W - Retiree Fund Non-Inst	152	
12-1851-602000-15611-3515	SUI - Non-Instructional	38	
12-1851-602000-15611-3615	WCI - Non-Instructional	114	
12-1851-085010-15611-4310	Instructional Supplies	300	
12-1851-085010-15611-5100	Contracted Services	1,520	
12-1851-085010-15611-5950	Software License and Fees	13,755	
Total 1851 CTE-IC American Sign Language		25,191	25,191

SPECIAL PROJECT DETAILED BUDGET #1856

NAME: CTE IC - Manufacturing and Industrial Technology (0956.00)- SCC Non-Credit

FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 7/1/21 - 6/30/22

CONTRACT INCOME: \$23,214

PROJ. ADM. Lorena Chavez

PROJ. DIR. Daniel Oase

Prime Sponsor: US Dept. of Education

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 21-C01-870

Date: 07/22/21

Account	Object Description	Debit	Credit
12-1856-000000-20000-8170	VTEA		23,214
12-1856-095600-28190-4310	Instructional Supplies	-	
12-1856-095600-28190-6412	Equip-Fed Prgm >\$1,000< \$5,000	23,214	
Total 1856 CTE IC- Manufacturing and Industrial Technology		23,214	23,214

SPECIAL PROJECT DETAILED BUDGET #1858
NAME: CTE IC - Educational Aide (0820.00) - SCC
FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 7/1/21 - 6/30/22
 CONTRACT INCOME: \$63,706

PROJ. ADM. Jennifer Coto
 PROJ. DIR. TBD

Prime Sponsor: US Dept. of Education
Fiscal Agent: CCC Chancellor's Office
CFDA #: 84.048A; Grant Agreement # 21-C01-870

Date: 07/22/21

Account	Object Description	Debit	Credit
12-1858-000000-20000-8170	VTEA		63,706
12-1858-631000-29325-1430	Part-Time Counselors	51,856	
12-1858-631000-29325-3115	STRS - Non-Instructional	9,024	
12-1858-631000-29325-3325	Medicare - Non-Instructional	752	
12-1858-631000-29325-3435	H & W - Retiree Fund Non-Inst	1,037	
12-1858-631000-29325-3515	SUI - Non-Instructional	259	
12-1858-631000-29325-3615	WCI - Non-Instructional	778	
Total 1858 CTE-IC Educational Aide		63,706	63,706

SPECIAL PROJECT DETAILED BUDGET #1859
NAME: CTE IC - Certified Nurse Assistant (1230.30) - SAC Non-Credit
FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 7/1/21 - 6/30/22
 CONTRACT INCOME: \$9,000

PROJ. ADM. Lorena Chavez
 PROJ. DIR. Osiel Madrigal

Prime Sponsor: US Dept. of Education

Date: 07/22/21

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 21-C01-870

Account	Object Description	Debit	Credit
12-1859-000000-10000-8170	VTEA		9,000
12-1859-732000-18190-7620	Fees Paid for Students	9,000	
Total 1859 CTE-IC Certified Nurse Assistant		9,000	9,000

SPECIAL PROJECT DETAILED BUDGET #1859
NAME: CTE IC - Certified Nurse Assistant (1230.30) - SCC Non-Credit
FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 7/1/21 - 6/30/22
 CONTRACT INCOME: \$34,786

PROJ. ADM. Lorena Chavez
 PROJ. DIR. Daniel Oase

Prime Sponsor: US Dept. of Education

Date: 07/22/21

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 21-C01-870

Account	Object Description	Debit	Credit
12-1859-000000-20000-8170	VTEA		34,786
12-1859-602000-28190-1480	Part-Time Reassigned Time	8,440	
12-1859-602000-28190-3115	STRS - Non-Instructional	1,428	
12-1859-602000-28190-3325	Medicare - Non-Instructional	122	
12-1859-602000-28190-3435	H & W - Retiree Fund Non-Inst	168	
12-1859-602000-28190-3515	SUI - Non-Instructional	42	
12-1859-602000-28190-3615	WCI - Non-Instructional	126	
12-1859-619000-28190-2130	Classified Employees	18,339	
12-1859-619000-28190-3215	PERS - Non-Instructional	1,568	
12-1859-619000-28190-3315	OASDHI - Non-Instructional	1,160	
12-1859-619000-28190-3325	Medicare - Non-Instructional	271	
12-1859-619000-28190-3415	H & W - Non-Instructional	2,000	
12-1859-619000-28190-3435	H & W - Retiree Fund Non-Inst	374	
12-1859-619000-28190-3515	SUI - Non-Instructional	93	
12-1859-619000-28190-3615	WCI - Non-Instructional	280	
12-1859-619000-28190-3915	Other Benefits - Non-Instruct	375	
Total 1859 CTE-IC Certified Nurse Assistant		34,786	34,786

SPECIAL PROJECT DETAILED BUDGET #1861
NAME: CTE IC - Computer Infrastructure & Support (0708.00) - SAC
FISCAL YEAR: 2021/2022

CONTRACT PERIOD: 7/1/21 - 6/30/22
 CONTRACT INCOME: \$22,000

PROJ. ADM. Madeleine Grant
 PROJ. DIR. Hugh Nguyen

Prime Sponsor: US Dept. of Education

Date: 07/22/21

Fiscal Agent: CCC Chancellor's Office

CFDA #: 84.048A; Grant Agreement # 21-C01-870

Account	Object Description	Debit	Credit
12-1861-000000-10000-8170	VTEA		22,000
12-1861-732000-15140-7620	Fees Paid for Students	22,000	
Total 1861 CTE-IC Computer Infrastructure		22,000	22,000

Strengthening Career and Technical Education for the 21st Century Act (Perkins V)

On July 31, 2018, President Trump signed the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) into law. The law reauthorizes and updates the Carl D. Perkins Career and Technical Education Act of 2006 to ensure career and technical education (CTE) programs meet the demands of the twenty-first-century economy.

The new federal CTE law, Perkins V, provides states and local communities with the opportunity to be creative in ensuring that all young people—particularly those from historically underserved groups—are considered in the implementation of the new law, and that high-quality CTE implementation is prioritized and aligned with a state’s overall vision for preparing 21st century learners.

Overall Purpose of Perkins V (Sec. 2. Purpose)

To develop academic knowledge and technical and employability skills for secondary and post secondary schools student who are enrolled in CTE programs and programs of study, by:

1. Building challenging academic and technical standards (including high skills, high wage, or in demand occupations in current or emerging professions)
2. Integrating rigorous and challenging academic and career and technical instructions are linking secondary and postsecondary education in Career and Technical Education
3. Developing, implementing and improving career and technical education
4. Dissemination of national research and information on best practices
5. Improve CTE programs of study, services and activities
6. Professional development for CTE teachers, faculty, administrators, and counselors
7. Supporting partnerships
8. Promote lifelong learning
9. Increasing the employment opportunities for populations who are chronically unemployed or underemployed, including individuals with disabilities, individuals from economically disadvantaged families, out-of-workforce individuals, youth who are in, or have aged out of the foster care system, and homeless individuals

SPECIAL PROJECT DETAILED BUDGET #2483
NAME: Nursing Program Support Grant - Santa Ana College
FISCAL YEAR 2021/2022

CONTRACT TERM: 07/01/2021 - 06/30/2022
CONTRACT AWARD: \$207,358
PRIME SPONSOR: California Community Colleges Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

PROJ ADM.: Saeid Eidgahy
PROJ. DIR.: Mary Steckler
Revised Date: 07/20/2021

GL Account String	Description	New Budget	
		Debit	Credit
12_2483_000000_10000_8659	Other Reimb Categorical Allow : Santa Ana Col		207,358
12_2483_679000_10000_5865	Indirect Costs : Santa Ana College (4%)	7,975	
12_2483_123010_16640_1310	Part-Time Instructors : Nursing Nursing Program: FA21: 15.2 LHE x \$76.26/hr. x 18 hrs. SP22: 15.2 LHE x \$76.26/hr. x 18 hrs. Simulation/Skills Lab: FA21: \$64.82/hour x 40 hours SP22: \$64.82/hour x 40 hours	46,915	
12_2483_123010_16640_2440	Instructional Associates : Nursing Clinical Teaching Assistants, hourly (\$35/hr) Nursing Program: FA21: 180 hrs; SP22: 134 hrs	10,990	
12_2483_123010_16640_3111	STRS - Instructional : Nursing	7,938	
12_2483_123010_16640_3321	Medicare - Instructional : Nursing	753	
12_2483_123010_16640_3331	PARS - Instructional : Nursing	681	
12_2483_123010_16640_3431	H & W - Retiree Fund Inst : Nursing	1,158	
12_2483_123010_16640_3511	SUI - Instructional : Nursing	290	
12_2483_123010_16640_3611	WCI - Instructional : Nursing	869	
12_2483_123010_16640_4310	Instructional Supplies : Nursing	500	
12_2483_123010_16640_6410	Equip-All Other >\$1,000<\$5,000 : Nursing (1) copier @ \$1,300	1,300	
12_2483_619000_16640_4610	Non-Instructional Supplies : Nursing TEAS tests x 100 ct at \$65/test	6,500	
12_2483_649000_16640_2130	Classified Employees : Nursing Elva Negrete, Student Services Coord. (25.5%) Intermediate Clerk, Vacant (5-3) (100%)	70,711	
12_2483_649000_16640_3215	PERS - Non-Instructional : Nursing	16,200	
12_2483_649000_16640_3315	OASDHI - Non-Instructional : Nursing	1,053	
12_2483_649000_16640_3325	Medicare - Non-Instructional : Nursing	944	
12_2483_649000_16640_3415	H & W - Non-Instructional : Nursing	26,794	
12_2483_649000_16640_3435	H & W - Retiree Fund Non-Inst : Nursing	1,452	
12_2483_649000_16640_3515	SUI - Non-Instructional : Nursing	363	
12_2483_649000_16640_3615	WCI - Non-Instructional : Nursing	1,089	
12_2483_649000_16640_3915	Other Benefits - Non-Instruct : Nursing	1,883	
12_2483_675000_16640_5210	Conference Expenses : Nursing	1,000	
	Total #2483 -Nursing Program Support (SAC)	207,358	207,358



July 6, 2021

TO: Nursing Director

FROM: Brenda Fong, Specialist

SUBJECT: Notification of Fiscal Year 2021-22 Nursing Allocation

Synopsis: The fiscal year (FY) 2021-22 State Budget Act provides the Nursing Education Program Support with **\$13,378,000** from Proposition 98 funds. These funds are intended to address student attrition and retention and to increase the growth and capacity of California Community College Associate Degree Nursing (ADN) programs.

Santa Ana College grant award is \$207,358 for FY 2021-22. This decision is based on the continued successful implementation of the program objectives and is subject to conditions of completion, submission, and approval of grant renewal forms.

The Nursing allocations will continue through the apportionment process. Colleges will begin receiving monthly payment in August 2021 as documented on the Advanced Apportionment (AD) Report on the Chancellor's Office Fiscal Services Division webpage.

GRANT APPLICATION DOCUMENTS IN THE NOVA SYSTEM:

1. Contact Page
2. Need/Response to Need
3. Target Pupil
4. Work Plan
5. Supporting Documents (Org. chart and mgmt. plan)
6. Budget
7. Success story

Please go online to fill out the application by **Friday, July 30, 2021.**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 9, 2021
Re: Approval of Sub-Agreement between RSCCD and Orange County Superintendent of Schools for the Strong Workforce Program – Regional Funds (#DO-19-2182-33)	
Action: Request for Approval	

BACKGROUND

RSCCD was selected by the California Community Colleges Chancellor's Office Workforce and Economic Development Division to serve as the Fiscal Agent for the Strong Workforce Program – Regional Funds, for the Los Angeles and Orange County regions. As fiscal agent, RSCCD will develop sub-agreements, provide guidance and implement procedures, maintain tracking systems and timelines, and collaborate with the Regional Consortia for disbursement of Strong Workforce Program funds to districts within the Los Angeles/Orange County regions.

ANALYSIS

Strong Workforce Program regional funds will be allocated to the Orange County Superintendent of Schools in support of the 2021 Orange County Counselor Symposium scheduled for November 10, 2021. The event is directed to counselors from K-12, adult education centers and community colleges providing an opportunity to engage in professional development, networking, early career exploration, enhance articulation and action plan development. The enclosed sub-agreement (DO-19-2182-33) outlines the terms of the project. The period of performance is August 23, 2021 to December 31, 2021. The cost shall not exceed \$50,000.

The project director is Dr. Jesse Crete, Interim Director of Los Angeles/Orange County Regional Consortium and the project administrator is Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development.

RECOMMENDATION

It is recommended that the Board approve the sub-agreement and that the Vice Chancellor, Business Services or her designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$50,000.00 (grant funded)	Board Date: August 9, 2021
Prepared by: Alejandra L. Landa, Interim Director, Special Programs	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

**FOR THE
STRONG WORKFORCE PROGRAM – REGIONAL FUNDS INITIATIVE
ORANGE COUNTY REGION**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 9th of August 2021, between Rancho Santiago Community College District (hereinafter “FISCAL AGENT”) and **Orange County Superintendent of Schools** also referred to as Orange County Department of Education (hereinafter “SUBCONTRACTOR”). FISCAL AGENT and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement. This Agreement is based on the Strong Workforce Program – Regional Funds Initiative agreement between the FISCAL AGENT and the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”).

WHEREAS, the Rancho Santiago Community College District was selected to serve as the FISCAL AGENT for the Strong Workforce Program – Regional Funds Initiative for the Los Angeles and Orange Counties and is responsible for distributing funds to the community college districts within the region following certification of the regional plans by the Regional Consortia, and is responsible for monitoring the work of the Agreement for compliance with the terms and conditions of the funds and

WHEREAS, FISCAL AGENT has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Agreement according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to implement the work in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from August 23, 2021 through December 31, 2021.

3. Total Cost

The total cost to FISCAL AGENT for performance of this Agreement shall not exceed \$50,000.00 USD, to be funded by the Strong Workforce Program Regional Initiative – *Regional Marketing project*.

4. Budget

SUBCONTRACTOR agrees that the expenditures of funds under this Agreement will be in accordance with the project Budget (*Exhibit B*), which by reference is incorporated into this Agreement.

5. Payment

A one-time payment of the “Total Cost” will be issued to SUBCONTRACTOR upon receipt of the fully executed Agreement and an invoice requesting payment in full. Payment to SUBCONTRACTOR shall not exceed the amount listed under “Total Cost”.

6. Invoices

SUBCONTRACTOR must submit one invoice for payment of “Total Cost” that includes a statement indicating “payment in full for the 2021 Orange County Counselor Symposium.” The invoice must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Jesse Crete, Ed.D, Interim Orange County Director
Los Angeles and Orange County Regional Consortium (LAOCRC)
2323 N. Broadway, Suite 328
Santa Ana, CA 92706

7. Reporting

Through this Agreement, SUBCONTRACTOR agrees to provide data and submit reports, upon request, for the duration of the Agreement. SUBCONTRACTOR will submit reports to the Project Director via email at Crete_Jesse@rsccd.edu in a timely manner.

8. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all funding requirements and that it is solely responsible for the appropriate expenditure of all funds received and for any misappropriation or dis-allowment of Grant funds.

9. Time Extensions

FISCAL AGENT will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to December 31, 2021.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of FISCAL AGENT, nor shall its employees be entitled to any personnel benefits of FISCAL AGENT whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the FISCAL AGENT. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to FISCAL AGENT copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Rules for Deliverables

- A. Any document or written report prepared in whole or in part by Parties shall reference the Strong Workforce Program relating to the preparation of such document or written report.
- B. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the California Community Colleges, Chancellor's Office and the specific funding source (Strong Workforce Program).
- C. All references to the project shall include the phrase, "funded in part by the California Community Colleges, Chancellor's Office."

13. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of five (5) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

14. Audit

SUBCONTRACTOR agrees that FISCAL AGENT, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of FISCAL AGENT, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. Insurance

The parties are self-insured public entities for the purposes of professional liability, general liability and workers' compensation. Each Party warrants that through its program of self-insurance it has adequate liability, general liability and workers' compensation to provide coverage for liabilities arising out of the Parties performance of this contract.

16. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused by the sole negligence or the willful misconduct of the non-indemnifying party or any of its agents or employees.

17. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of FISCAL AGENT under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the FISCAL AGENT Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, FISCAL AGENT shall provide SUBCONTRACTOR with written notification of such determination, and FISCAL AGENT shall reimburse SUBCONTRACTOR for costs incurred for the completion of the work described in *Exhibit A*, including without limitation, all non-cancelable obligations incurred through the date of termination.

18. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by FISCAL AGENT and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) days from the mailing or delivery of such copy, FISCAL AGENT receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of the

FISCAN AGENT or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Iris I. Ingram, Vice Chancellor of Business Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, Ingram_Iris@rsccd.edu

Jesse Crete, Ed.D, Orange County Director
Los Angeles and Orange County Regional Consortium (LAOCRC)
2323 N. Broadway, Suite 328
Santa Ana, CA 92706
Crete_Jesse@rsccd.edu

SUBCONTRACTOR:
Orange County Superintendent of Schools
Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626

Primary Contact:
Name: Luz M. Arellano
Title: Coordinator, K-12 School Counseling Svcs
Address: 200 Kalmus Drive
Costa Mesa, CA 92628
Phone: 714-966-4476
Email: larellano@ocde.us

Fiscal Contact:
Name: Renee Hendrick
Title: Associate Superintendent
Administrative Services
Address: 200 Kalmus Drive
Costa Mesa, CA 92628
Phone: 714-966-4061
Email: rhendrick@ocde.us

20. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement remain in full force and effect and shall not be affected thereby

21. Waiver

Any waiver by FISCAL AGENT of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term. Failure on the part of Fiscal Agent to require full, exact, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement, or stopping FISCAL AGENT from enforcing the terms of this Agreement.

22. Severability

If any provision in 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 without being impaired or invalidated in any way.

23. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

As the Agreement is contingent upon the availability of funds, and is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Order that may affect the provisions, terms, or funding of this Agreement in any manner, FISCAL AGENT may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

24. Assurances

By signing this Agreement the Parties certify they will comply with the terms and conditions outlined in the Strong Workforce Program Trailer Bill, and with the guidance documents provided by the California Community College Chancellor's Office, as set forth and incorporated into this Agreement by reference.

By signing this Agreement the SUBCONTRACTOR certifies that it complies with state and federal requirements for Standards of Conduct, Workers' Compensation Insurance, Participation in Project-Funded Activities, Non-Discrimination, Accessibility for Persons with Disabilities, Drug-Free Workplace Certification, Intellectual Property, and Debarment and Suspension, and will adhere to these legal standards and requirements in the performance of work related to this Agreement.

25. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. No change, modification, extension, termination or waiver of this

Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Orange County
Superintendent of Schools*

By: _____
Name: Iris I. Ingram

By: _____
Name: _____

Title: Vice Chancellor, Business Services

Title: _____

Date: _____

Date: _____

Board Approval Date: August 9, 2021

95-6000943
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Project Budget

Exhibit C: Guidelines, Definitions and Reasonable Standards for SWP

Exhibit D: Trailer Bill Language for Strong Workforce Program

To access the sub-agreement exhibits C&D, please [click here](#).

Exhibit A

Orange County Department of Education
Educational Services Division
Counseling Services
2021-2022

OCDE Vision

Orange County students will lead the nation in college and career readiness and success.

OCDE Counselor Leadership Network Mission

The mission of the Orange County Department of Education Counselor Leadership Network is to support Orange County school districts in the development of comprehensive school counseling programs which support the whole child in order to promote academic success, college and career readiness and social/emotional development.

2021 Orange County Counselor Symposium - November 10, 2021 (Virtual Event)

Goal:

To provide K-12, Community College, and Adult Education counselors high quality, free of cost targeted professional development. In addition, offer opportunities for collaboration to enhance vertical articulation to support the whole child, increase high school graduation rates and post-secondary enrollment in Orange County and result in a strong workforce in Orange County. Furthermore, the conference will set the foundation for the series of professional development for the year.

Event Description:

- A **free conference** inviting (800 plus) K-12, Community College, and Adult Education counselors throughout Orange County for an opportunity to engage in professional development, vertical articulation and action planning for continued professional development needs throughout the year.
- The conference will feature content from the three domains prescribed in the **ASCA model (academic, social/emotional, and career development)** <https://www.schoolcounselor.org/getmedia/7428a787-a452-4abb-afec-d78ec77870cd/Mindsets-Behaviors.pdf> as well as content focused on the **role of the Counselor within a Multi-tiered System of Support framework** <https://ocde.us/MTSS/Pages/default.aspx>
- The conference will consist of a **morning keynote speaker, lunchtime featured speaker, breakout sessions, and virtual booths** to connect counselors community resources to support their work and practice.
- This conference will kick off a series of professional development also focused on the county vision and the ASCA model and MTSS that

Exhibit A

will be offered throughout the year for Counselors.

- This conference will continue the annual **Orange County Counselor of the Year** and **Counselor Advocate Awards**, where recipients nominated by their districts from all levels (elementary, middle school, high school and community college) will be celebrated for their outstanding work in the field supporting students as they plan for successful futures.

Exhibit B

Budget Proposal Summary:

\$50,000 for the 2021 Counselor Symposium sponsorship will include the following line items:

- Keynote and featured speakers
- Registration and event virtual platform, including platform engagement tools and technical assistance
- Planning and development of breakout sessions supporting CC and Adult Ed counselors
- Planning and development Visibility and marketing of organization by print section in Counselor Symposium related webpage and conference link
- Funds may be used for conference related participant materials / items

The 2021 Counselor Symposium sponsorship will include the following collaborative opportunities:

- Member representatives in the Core Counselor Symposium Planning Team
- Networking opportunities connecting to K-12 counselors
- Collaborative opportunity for CC counselors to share best practices and work with feeder K-12 counseling teams

Timeline and Payment Terms:

- Planning for the event August 23, 2021- December 31, 2021.
- Day of event November 10, 2021 8:15 am - 2:45 pm.
- Transfer of funds to be processed once contract is approved: sponsorship will help cover the deposit and booking of speakers.
- One sum payment upon approval of agreement

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 9, 2021
Re: Approval of Corrections to Sub-Agreement between RSCCD and Irvine Unified School District to award the K-12 Strong Workforce Program 2020-21 Funds (#DO-20-2504-38)	
Action: Request for Approval	

BACKGROUND

RSCCD was selected by the California Community Colleges Chancellor's Office (CCCCO), Workforce and Economic Development Division (WEDD) to serve as the Fiscal Agent for the K-12 Strong Workforce Program (SWP) a categorical state apportionment for the Los Angeles and Orange County regions. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the local educational agencies (LEAs) to implement projects that strengthen the career education pathways from K-12 to the community college system that pertain to in-demand, high-wage occupations in the region.

ANALYSIS

In October 2020, local educational agencies (LEAs) in the Los Angeles and Orange Counties submitted project proposals for the K-12 SWP funds. As the fiscal agent for these funds, RSCCD developed sub-agreements to disburse the grant awards to the LEAs. Sub-agreement between RSCCD and Irvine Unified School District to award the K-12 Strong Workforce Program 2020-21 grant funds was previously approved by the Board of Trustees on February 8, 2021. Prior to executing the sub-agreement, the Irvine Unified School District has requested changes that apply to the sub-agreement. The changes constitute updates to the Disputes clause. There is no fiscal impact.

Project Director: Sarah Santoyo**Project Administrator:** Enrique Perez**RECOMMENDATION**

It is recommended that the Board approve the corrections to the sub-agreement and that the Vice Chancellor, Business Services or her designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: None	Board Date: August 9, 2021
Prepared by: Alejandra L. Landa, Interim Director, Special Programs	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
IRVINE UNIFIED SCHOOL DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 9th of August, 2021, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Irvine Unified School District** (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program for Los Angeles and Orange Counties, (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “Prime Sponsor”), to sub-grant and contract with Local Educational Agencies to implement career education, K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2021 through June 30, 2023.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$318,750.00 USD.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is

incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advance payment of 70% (seventy percent) after the Agreement is fully executed, up to 20% (twenty percent) in progress payment upon submission of an invoice and accompanying documentation as required by the Regional Consortium and completion of all reports due at the time the invoice is submitted. The final 10% (ten percent) payment is contingent upon successful performance of the work, as approved by the PRIME SPONSOR. Payment shall not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment to RSCCD via e-mail to Sarah Santoyo (Santoyo_Sarah@rsccd.edu) and Alejandra Landa (Landa_Alejandra@rsccd.edu). The subject line of the invoice should be as follows: "INVOICE_K12SWP_PIF_Subcontractor Name."

Refer to the Invoice Form and Instructions (Exhibit B) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

K12 Strong Workforce Program funding is project based with project submissions and reporting expenditures in NOVA. The SUBCONTRACTOR agrees to adhere to the reporting frequency as identified in Exhibit D: K12 Strong Workforce Program RFA-Appendix A: Grantee Requirements and Guidelines, p.36-37. Periodic fiscal and narrative progress reports of project progress may be requested by the Fiscal Agent or the Regional Consortium at any time.

SUBCONTRACTOR shall prepare and submit outcomes data as required by the legislation, Education Code §88828 (d)(8), and as referenced in Exhibit D: K12 Strong Workforce Program RFA –Appendix A: Grantee Requirements and Guidelines, p. 36. As per the legislation, failure to provide this data may result in termination of the grant.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Modifications

SUBCONTRACTOR may make changes to any budget category amounts up to 10% (ten

percent) of the total award amount per line item without the approval of RSCCD so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected. SUBCONTRACTOR may add or delete budget categories subject to the prior approval of RSCCD.

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to RSCCD and approved by the PRIME SPONSOR. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees

who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused by the sole negligence or the willful misconduct of the non-indemnifying party or any of its agents or employees.

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to RSCCD and SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) days from the mailing or delivery of such copy, PRIME SPONSOR receives from RSCCD or SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, RSCCD and SUBCONTRACTOR shall act in accordance with the written decision of the PRIME SPONSOR. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as

prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo, Assistant Vice Chancellor, Educational Services
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; Santoyo_Sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Iris I. Ingram, Vice Chancellor of Business Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, Ingram_Iris@rsccd.edu

SUBCONTRACTOR:

Primary Contact:
Name: Connie Jacobs
Title: Coordinator, College & Career Counseling
Address: 5050 Barranca Parkway
Irvine, CA 92604
Phone: 949-936-7418
Email: conniejacobs@iusd.org

Fiscal Representative:
Name: _____
Title: _____
Address: _____

Phone: _____
Email: _____

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Education Code Title 3, Division 7, Part 54.5 Strong Workforce Program Section 88827-88833) as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the legal requirements regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Irvine Unified School
District*

By: _____
Name: Iris I. Ingram

By: _____
Name: _____

Title: Vice Chancellor, Business Services

Title: _____

Date: _____

Date: _____

Board Approval Date: August 9, 2021

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

- Exhibit A: Scope of Work (K12 Strong Workforce Program Project Plan – Certified)
- Exhibit B: Invoice Form and Instructions
- Exhibit C: Intent to Award Memorandum from the Chancellor’s Office (12/09/2020)
- Exhibit D: K-12 SWP Request for Applications (RFA) and Program Specifications
- Exhibit E: K-12 SWP Legislation (Ed. Code Title 3, Division 7, Part 54.5 [88827-88833])
- Exhibit F: K-12 SWP Financial Match Guidelines

To access the sub-agreement exhibits, please [click here](#).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 9, 2021
Re: Approval of First Amendment to Sub-Agreement between RSCCD and Los Angeles County of Education in the Los Angeles Region selected to host the Strong Workforce Program K12 Pathway Coordinator - Year 2 (DO-19-2563-31.01)	
Action: Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division. At the direction of the Chancellor's Office, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

ANALYSIS

The Chancellor's Office has allocated funds to support the K12 Pathway Coordinators selected and hosted in each California region, as part of the infrastructure to support the K12 Strong Workforce Program. The Los Angeles Orange County Regional Consortium (LAOCRC) was tasked with facilitating the selection of Local Educational Agencies (LEAs) to serve as host for K12 Pathway Coordinators.

Los Angeles County Office of Education (LACOE) was selected as host for four K12 Pathway Coordinators serving Cerritos, Citrus, Glendale and Pasadena Area Community College Districts for the Year 2 allocation. The LAOCRC, Los Angeles sub-region has selected new host agencies to serve those districts, therefore LACOE's sub-agreement is being amended to reflect the change.

RECOMMENDATION

It is recommended that the Board approve the first amendment to the sub-agreement and that the Vice Chancellor, Business Services or her designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: None	Board Date: August 9, 2021
Prepared by: Alejandra L. Landa , Interim Director, Special Programs	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION**

This first amendment (hereinafter “Amendment”) is entered into on this 9th day of August, 2021, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Los Angeles County Office of Education** (hereinafter “SUBCONTRACTOR”), to amend that certain agreement number DO-19-2563-31 (hereinafter “Agreement”) between the parties dated May 11, 2020. RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for career technical education funding that supports the establishment of the Strong Workforce Program K12 Pathway Coordinators (hereinafter “Grant”) from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division (hereinafter “PRIME SPONSOR”). At the direction of the PRIME SPONSOR, RSCCD will sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to host the **Strong Workforce Program K12 Pathway Coordinator** serving the **Cerritos, Citrus, Glendale and Pasadena Area Community College Districts** in the **Los Angeles County Region**, and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

WHEREAS, SUBCONTRACTOR will end service as host for the Strong Workforce Program K12 Pathway Coordinators serving the **Citrus, Glendale and Pasadena Area Community College Districts** effective June 30, 2021 to release positions to newly selected Year 3 host agencies per Los Angeles/Orange County Regional Consortium, Los Angeles sub-region.

NOW, THEREFORE, the Parties hereby agree as follows:

Period of Performance will be amended as follows:

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2020 through December 31, 2021 for the Strong Workforce Program K12 Pathway Coordinator serving the Cerritos Community College District.

The period of performance for the Strong Workforce Program K12 Pathway Coordinators serving the Citrus, Glendale and Pasadena Area Community College Districts shall be from July 1, 2020 through June 30, 2021.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this first Amendment to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: *Los Angeles County
Office of Education*

By: _____
Name: Iris I. Ingram

By: _____
Name: _____

Title: Vice Chancellor, Business Services

Title: _____

Date: _____

Date: _____

Board Approval Date: August 9, 2021

Employer/Taxpayer Identification Number (EIN)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 9, 2021
Re: Approval of Interagency Food Service Agreement	
Action: Request for Approval	

BACKGROUND

Children learn and develop better when they eat healthy nutritious food. With this in mind, the RSCCD Child Development Centers/Lab Schools provide healthy nutritionally compliant breakfast, lunch and snacks as determined by the grant guidelines of the California State Preschool Program (CSPP), General Child Care (CCTR) and California Adult and Child Food Program (CACFP).

ANALYSIS

This Interagency Food Service Agreement will allow Santa Ana Unified School District (SAUSD) to deliver meals and snacks, which will meet all State and Federal nutritional food guidelines, to SAC-East Child Development Center/Lab School located on St. Peter's Lutheran Church.

SAUSD will claim direct reimbursement from the California Department of Education (CDE) for complete meals and snacks served to children in accordance with each child's eligibility category (base, free, or reduced) per meal, per day. The services will be provided to RSCCD for the reimbursement apportionment, regardless of enrollment percentages of base, free or reduce at SAC-East Child Development Center/Lab School.

The District has determined that Santa Ana Unified School District meets the needs and requirements for the food program at SAC-East Child Development Center/Lab School and the grants' guidelines.

The agreement period begins August 30, 2021 to June 30, 2022. There is no fiscal impact.

RECOMMENDATION

It is recommended that the Board approve the Interagency Food Service Agreement and that the Vice Chancellor, Business Operations/Fiscal Services or her designee be authorized to sign and enter into a related agreement on behalf of the district.

Fiscal Impact: None	Board Date: August 9, 2021
Prepared by: Janneth Linnell, Executive Director, Child Development Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

Interagency Agreement

Return a signed copy of this form by one of the following methods:

- Upload to: CNIPS in "Checklist Items"
- Fax: 916-445-5731
- Mail: School Nutrition Programs Unit County Analyst California Department of Education
1430 N Street, Suite 4503
Sacramento, CA 95814

Please check appropriate box:

We did not change this sample

We changed this sample and highlighted our changes

Agreement

This Interagency Agreement between the parties named below authorizes the school food authority (SFA) to claim reimbursement in the Child Nutrition Information and Payment System (CNIPS) for meals it serves to students enrolled in the recipient school or agency. Both parties agree that the recipient school or agency is listed as a site under the administering SFA's Permanent Single Agreement (PSA) with the California Department of Education (CDE) Nutrition Services Division (NSD) to operate the federal child nutrition programs.

Santa Ana Unified School District
SFA Name

CNIPS ID: 02101-SN-30-PSD Vendor ID: 666700

Rancho Santiago Community College District (SAC-East)
Recipient School/Agency Name

CNIPS ID (if applicable): 04369-CACFP-30-CC-CS Vendor ID (if applicable): 666800

If the recipient school/agency was previously operating under the Permanent Single Agreement of another SFA, identify that SFA below.

SFA Name

CNIPS ID: _____ Vendor ID: _____

Effective and Expiration Dates

This Agreement begins on August 30, 2021 and ends on June 30, 2022 (Note: Must not exceed one year term; no extensions [e.g., July 1, 2018, to June 30, 2019]).

This Interagency Agreement (hereinafter referred to as **Agreement**) executed in duplicate and entered into on August 25, 2021 between the **School Nutrition Program Sponsor**, hereinafter referred to as the **SFA**, and the **Recipient School District or Agency**, hereinafter referred to as **Recipient**, is created for the purpose of providing (check all that apply):

Meals Provided

- Lunches served under the:
 - National School Lunch Program
 - Seamless Summer Feeding Option
 - Child and Adult Care Food Program
 - Summer Food service Program

- Breakfasts served under the:
 - School Breakfast Program
 - Seamless Summer Feeding Option
 - Child and Adult Care Food Program
 - Summer Food Service Program

- Snacks served under the:
 - National School Lunch Program
 - Child and Adult Care Food Program

- Suppers served under the Child and Adult Care Food Program

Both parties hereby agree that:

1. If at any time the **Recipient** no longer meets the eligibility requirements to participate in the federal child nutrition programs (CNP), they will immediately notify the **SFA** and the **SFA** will drop the **Recipient** from participation under its PSA.

2. The **SFA** will represent the **Recipient** as the CNP sponsor and will claim reimbursement from the CDE for all meals served to children enrolled in the **Recipient's** meal program(s). The **SFA** will only claim reimbursement for complete meals or snacks served to students, according to each child's eligibility category, at the rate of one breakfast, lunch, and/or snack per child per day.

3. Once approved by the CDE, **the term of this Agreement is one (1) year** as

indicated on the cover page. This Agreement covers the regular school calendar year of up to 180 operating days. Meals may be provided during the summer months under this Agreement. If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within ten (10) business days in the case of failure to make payment when due or thirty (30) days in the case of any other Cause, the notice shall be null and void. If such Cause is not remedied within the specific period, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity. The **SFA** will provide a written notice of termination to the CDE NSD.

4. The **SFA** will conduct the free and reduced-price meal application process, including the distribution, review, and approval of applications for sites belonging to the **Recipient**. The **SFA** will create and update the eligibility roster and provide current lists of students and their eligibility category to the **Recipient** as soon as possible after changes occur.
5. The **Recipient** will perform the point-of-service meal counts. The **SFA** will provide training as necessary to the **Recipient's** staff regarding point-of-service meal counts and completion of all required documents; however, the **SFA** will ultimately be responsible for meal counts and claiming accountability.
6. The **SFA** will perform the required daily and monthly meal count edit checks.
7. The **SFA** will conduct the annual Verification process, as well as perform any necessary eligibility verifications for cause, and will notify the **Recipient** of its findings and any needed changes.
8. The **SFA** will assume responsibility for any over-claims identified during a review or audit, and reimburse the CDE accordingly.
9. The **SFA** will obtain CDE approval for this Agreement and then include all participating **Recipient** sites in its PSA with the CDE.
10. The **SFA** will provide meals that comply with the nutrition standards established by the U.S. Department of Agriculture (USDA).
11. The **SFA** will prepare meals and snacks in the SAUSD Central Kitchen located at 1749 E Carnegie Ave. Santa Ana, CA 92705. This preparation site will maintain the appropriate state and local health certifications for the facility. The **SFA** will deliver food in pre-packaged servings and food will be stored and heated at Centennial Education Center Child Development Center (CEC CDC) located at 2900 W Edinger Ave, Santa Ana, CA 92704 by the **SFA** staff.
12. **Recipient** will be given access to breakfasts, lunches, snacks and/or supper meals for distribution. **Recipient** staff who are responsible for the distribution of

meals must participate in routine trainings on the proper distribution and meal counting of afterschool snacks and/or supper in accordance with Federal standards.

13. The **Recipient** will notify the **SFA** of the number of meals and snacks needed no later than 9 a.m. each day. The **SFA** is not obligated to provide any meals on days when the **SFA** is not open for business. **Recipient** will be responsible for syncing its academic calendar to the **SFA**. For any given day that meals served outside of the **SFA** academic calendar, **Recipient** agrees to a surcharge of \$0.50 per meal.
14. The **Recipient** will provide all equipment necessary to prepare meals.
15. The **SFA** will provide all equipment necessary to transport meals and snacks to the **Recipient**.
16. Both parties will be responsible for maintaining a clean, sanitary, and safe food service facility in accordance with applicable statutes and regulations.
17. All meals, including those for field trips, will be (choose one):
 - Transported from the **SFA** to the **Recipient**
 - Picked up by the **Recipient** from the **SFA**
18. Prepared meals will be available for transport or pickup no later than:
 - Breakfast: N/A
 - Lunch: N/A
 - Snacks: N/A
19. The **SFA** will store all food, including USDA Foods.
20. Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
21. The **Recipient** will return on an as-needed basis any and all equipment owned by the **SFA**.
22. The **SFA** will provide the necessary trays, dishes, utensils, straws, and napkins.
23. No later than two (2) weeks prior to the end of each month, the **SFA** will provide to the **Recipient** a monthly menu specifying the meals and snacks to be served the following month.
24. When actual cost of producing meals and snacks exceeds the amount received from state and federal reimbursements, the **SFA** will submit to the **Recipient** itemized invoices for meals and snacks provided by the **SFA**. The invoices will be for the actual cost of producing meals and snacks plus payments from

participating children and adults, minus state and federal reimbursements. The **Recipient** will submit payment to the **SFA** in such form as required by the **SFA** on or before the fifth (5th) day of the following month.

25. When the **Recipient** requests meals for field trips, the **SFA** will provide sack lunches that meet the meal pattern requirements. The **Recipient** must request sack lunches for field trips at least ten (10) working days in advance. The **SFA** and **Recipient** shall negotiate the delivery time for field trip sack lunches on a case-by-case basis. The cost per lunch will remain the same as for the regular lunch. The **Recipient** will be responsible for maintaining the appropriate temperature of lunches until served.
26. The gifting or exchange of USDA Foods is not permitted. Until students are served a meal or snack, all USDA Foods remain the property of the **SFA**.
27. To the furthest extent permitted by law, **Recipient** shall indemnify, defend, and hold free and harmless the **SFA**, its Board of Education, officers, agents, representatives, consultants, trustees, volunteers and employees ("**SFA** Indemnified Parties") from any and all claims, demands, causes of action, damage, suits, actions, loss, costs, expenses, judgments, and liability of any nature whatsoever or injury of any kind, nature and description, in law or equity ("Claim"), to property or persons including, but not limited to personal injury, bodily injury, death, property damage, and consultants' and/or attorneys' fees and costs directly or indirectly arising out of, connected with, or resulting from any act or omission of **Recipient** and its officials, officers, employees, subcontractors, consultants, or agents, or from any cause whatsoever arising out of or in connection with this Agreement, the distribution of food and beverage, or any other use or operations at the food service location, including without limitation the payment of all consequential damages; or from any activity, work, or thing done, permitted, or suffered by the **SFA** in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the **SFA**. The **SFA** shall have the right to accept or reject any legal representation that Recipient proposes to defend the **SFA** Indemnified Parties.
28. The **Recipient** will keep and maintain liability insurance, including extended coverage for product liability, in an amount no less than One Million Dollars (\$1,000,000.00) for each occurrence. The **Recipient** will provide the **SFA** with a certificate evidencing insurance in this amount, naming the **SFA** as an additional insured, and specifying that the coverage will not be canceled or modified without thirty (30) days' prior written notice to the **SFA**.
29. Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of meals under the CNPs; including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by federal, state, and local authorities in accordance with applicable statutes and regulations.

30. All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be conducted with the **SFA's** Assistant Superintendent- Business Services.
31. Both parties will be responsible for operating in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies which includes the posting of civil rights information and instructions for submitting a program complaint of discrimination.
32. SFA will establish Recipient students' eligibility by first applying to a special assistance alternative option (Provision 1, Provision 2, Provision 3, or the Community Eligibility Provision (CEP)) or by income eligibility (using meal applications). DISTRICT will claim reimbursement for meals served in compliance with Federal school nutrition program standards.
33. The **SFA** will operate as the School Food Authority of record, serving as the child nutrition program "sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled with **Recipient**.
34. The **SFA** will provide free/reduced data to one (1) designated representative of **Recipient**.
35. **Recipient** will be responsible for maintaining accurate enrollment figures in their student management system, and for verifying and checking that the data is being accurately sent to, and updated in the point-of-service (POS) system. Any manual data processes will be the responsibility of **Recipient**.
36. **Recipient** will be responsible for having access to records that demonstrate program compliance such as enrollment, eligibility data, and all other data as needed.
37. **Recipient** will be responsible for timely updating CALPADS Direct Certification lists and providing to the **SFA**.
38. **Recipient** will be responsible for providing the **SFA** access to direct certification lists (such as McKinney Vento) for purposes of establishing eligibility.
39. **Recipient** will be responsible for routine maintenance (which includes custodial services for the kitchen).
40. Except as explicitly stated in this Agreement, **SFA** makes no warranty, guarantee, or promise as to the sufficiency or suitability for the meals and services provided herein. In no event shall the **SFA** be responsible or liable if any meal is rejected or refused by any of the meal recipients. **SFA** is also not responsible for liable for any sickness or harm, including death, suffered

by any recipient of the meals provided by **SFA**, unless **Recipient** can prove in a court of competent jurisdiction, that such harm was caused wholly by the sole negligence or willful misconduct of the **SFA**. **Recipient** shall be solely responsible for determining any special dietary requirements of the meal recipients, including food allergies, and informing the **SFA** of such food requirements in writing. **Recipient** shall defend, indemnify, and hold the **SFA** harmless from any damage, harm, or cost arising from the special dietary needs of its meal recipients pursuant to the indemnity provision set forth above.

41. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or Agreement with respect to the services contemplated, any may be amended only by a written amendment executed by both parties to the Agreement.
42. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
43. This is not an employment contract. SFA's relationship with Recipient is that of an independent contractor. The SFA retains control of its employees
44. This Agreement shall be administered on behalf of, and any notice desired or required to be sent to a party hereunder shall be addressed to: [contact information for both parties].
45. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States Mail, registered or certified mail, postage prepaid, return receipt required, or sent by an overnight delivery service, or electronic mail transmission, addressed to the administrators of each party, as listed above. Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following the date sent. Any notice given by United States mail shall be effective three (3) days after deposit in the United States mail. At the date of this Agreement, the addresses of the parties are set forth above.
46. 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.
47. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
48. This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of

California, in the County of Orange. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the SFA's administrative offices are located.

49. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
50. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
51. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
52. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.
53. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
54. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. This Agreement is not valid or an enforceable obligation against the SFA until approved or ratified by motion of the SFA's Board of Education duly passed and adopted.
55. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
56. The parties to the Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
57. The parties acknowledge that this Agreement is contingent upon approval by CDE. In the event CDE does not approve this Agreement, this Agreement shall terminate and neither party will have any further obligations hereunder.
58. Disclosure of Free and Reduced Price Information

The **SFA** and **Recipient** acknowledge and agree that children's free and reduced price meal and free milk eligibility information obtained under provisions of the Richard B. Russell National School Lunch Act (42 USC 1751 et seq.) (NSLA) or Child Nutrition Act of 1966 (42 USC 1771 et seq.) (CNA) and the regulations implementing these Acts is confidential information. This Agreement is intended to ensure that any information disclosed between the **SFA** and **Recipient** about children eligible for free and reduced price meals or free milk will be used only for purposes specified in this Agreement and that the **SFA** and **Recipient** recognize that there are penalties for unauthorized disclosures of this eligibility information;

II. Authority

Section 9(b)(6)(A) of the NSLA (42 USC 1758(b)(6)(A)) authorizes the limited disclosure of children's free and reduced price meal or free milk eligibility information to specific programs or individuals, without prior parent/guardian consent. Except that, the parent/guardian must be provided the opportunity to decline to share eligibility information prior to the disclosure for identifying children eligible for benefits under or enrolling children in the State Medicaid Program and the Children's Health Insurance Program (CHIP). Additionally, the statute specifies that for any disclosures not authorized by the statute, the consent of children's parents/guardians must be obtained prior to the disclosure;

The requesting agency certifies that it is currently authorized to administer the following program(s) and that information requested will only be used by the program(s) indicated;

Note: Section 9(b)(6)(A) specifies that certain programs may receive children's eligibility status only, without parental consent. Parental consent must be obtained to disclose any additional eligibility information. Section 9(b)(6)(D)(ii) specifies that for State Medicaid or CHIP, parents must be notified and given an opportunity to elect not to have information disclosed. Social security numbers may only be disclosed if households are given notice of the disclosure and the uses to be made of their social security numbers as required by Sec.7 of the Privacy Act;

Disclosure Chart		
Recipient of Information	What May Be Disclosed	Requirements
Programs under the National School Lunch Act or Child Nutrition Act	<i>All eligibility information</i>	<i>Prior notice and consent not required</i>
Federal, State, or local means tested nutrition programs with eligibility standards comparable to the NSLP	<i>Eligibility status only</i>	<i>Prior notice and consent not required</i>
Federal education programs	<i>Eligibility status only</i>	<i>Prior notice and consent not required</i>
State education programs administered by a State agency or LEA	<i>Eligibility status only</i>	<i>Prior notice and consent not required</i>

Local education programs	<i>NO eligibility information, unless parental or guardian consent is obtained</i>	<i>Parental or guardian consent</i>
Medicaid or CHIP, administered by a State or local agency authorized under titles XIX or XXI of the Social Security Act to identify and enroll eligible children	<i>All eligibility information unless parents or guardian select not to have information disclosed</i>	<i>Must give parents and guardians prior notice and an opportunity to decline to have their information disclosed</i>
State health programs other than Medicaid or CHIP, administered by a State agency or LEA	<i>Eligibility status only</i>	<i>Prior consent not required</i>
Federal health programs other than Medicaid or CHIP	<i>NO eligibility information, unless parental or guardian consent is obtained</i>	<i>Parental or guardian consent</i>
Local health programs	<i>NO eligibility information, unless parental or guardian consent is obtained</i>	<i>Parental or guardian consent</i>
Comptroller General of the United States for purposes of audit and examination	<i>All eligibility information</i>	<i>Prior notice and consent not required</i>
Federal, State, or local law enforcement officials investigating alleged violations of any of the programs under the NSLA and CNA or investigating violations of any of the programs that are authorized to have access to names and eligibility status	<i>All eligibility information</i>	<i>Prior notice and consent not required</i>

III. Responsibilities

The **SFA** will:

Disclose eligibility information only to persons directly connected to the administration or enforcement of programs authorized access under the National School Lunch Act or regulations under the Act or to programs or services for which parents/guardians gave consent. The **SFA** designates Yulismairi Guzman, SAUSD Department Specialist, as the direct contact for the release and transmittal of eligibility information.

Recipient will:

When required, secure the consent of parents/guardians prior to any disclosure not authorized by the National School Lunch Act or any regulations under that Act, unless prior consent is secured by the receiving agency and made available to the determining agency;

For State Medicaid and CHIP, notify parents/guardians of potential disclosures and provide opportunity for parents/guardians to elect not to have information disclosed;

Ensure that only persons who are directly connected with the administration or enforcement of a Federal education program, State education program, State health program, or a means-tested nutrition program, as well as to persons directly connected with the Comptroller General Office or law enforcement for an authorized

activity and whose job responsibilities require use of the eligibility information will have access to children's eligibility information;

Inform all persons that have access to children's free and reduced price meal eligibility information that the information is confidential, that children's eligibility information must only be used for the purposes specified under Section 9(b)(6)(A) of the NSLA (42 USC 1758(b)(6)(A), and the penalties for unauthorized disclosures;

Protect the confidentiality of children's free and reduced price meal or free milk eligibility information as follows:

- a. Store confidential paper files to ensure records are secured, handled, transported and destroyed in a manner that prevents unauthorized access.
- b. Control access to physical and electronic records to ensure student data is accessed only by authorized personnel.
- c. Prevent unauthorized access and prevent employees from providing student data to unauthorized individuals.
- d. Firewall protection.
- e. Use of encryption methods of electronic student data while in transit from internal networks to external networks, when applicable.
- f. Employ measures to securely store all student data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure student data shall not be altered or corrupted without the **SFA's** prior written consent. **Recipient** further represents and warrants that it has implemented, and will maintain during the term of this agreement, administrative, technical, and physical safeguards and controls consistent with state and federal security requirements;

Recipient designates Aida Guadarrama, Child Development Services Administrative Secretary, as the direct contact for the release and transmittal of eligibility information.

IV. Penalties

Any person who publishes, divulges, discloses, or makes known in any manner, or to any extent not authorized by Federal law (Section 9(b)(6)(C) of the National School Lunch Act; 42 USC 1758(b)(6)(C)) or a regulation, any information about a child's eligibility for free and reduced price meals or free milk, shall be fined not more than a \$1,000 or imprisoned not more than 1 year, or both;

The parties acknowledge that children's free and reduced price meal and free milk eligibility information may be used only for the specific purposes stated above, and that unauthorized use of free and reduced price meal and free milk information or further disclosure to other persons or programs is prohibited and a violation of Federal law, which may result in civil and criminal penalties.

Signatures

The undersigned hereby agrees to all terms and conditions of this Interagency Agreement.

Name and Title of SFA Official: Manoj Roychowdhury

Signature of SFA Official: _____ Date: _____

Email Address: manoj.roychowdhury@sausd.us

Name and Title of Recipient School or Agency Official:
Iris I. Ingram, Vice Chancellor of Business Services

Signature of SFA Official: _____ Date: _____

Phone Number: 714-480-7340 Fax Number: N/A

Email Address: ingram_iris@rscdd.edu

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 9, 2021
Re: Approval of Professional Services Agreement with Jennifer Walsvick	
Action: Request for Approval	

BACKGROUND

Best practices in the field of early childhood care and education call for programs to address the whole child, which includes the social emotional and mental health of the child and family. Subsequently, the Early Head Start program and the California State Preschool program include related compliance mandates within the grants' funding terms and conditions.

ANALYSIS

This professional services agreement will allow Jennifer Walsvick to provide supervision and coordination of field instruction to Master of Social Work Student Interns from local universities assigned to the Child Development center/lab schools. Additionally, Ms. Walsvick will manage mental health services, mental health consultations, record keeping and documentation to ensure compliance with grants in the Child Development Services department. The period of performance is August 10, 2021 to June 30, 2022. The cost shall not exceed \$24,000.

RECOMMENDATION

It is recommended that the Board approve the Professional Services Agreement and that the Vice Chancellor, Business Operations/Fiscal Services or her designee be authorized to sign and enter into a related agreement on behalf of the district.

Fiscal Impact: \$24,000 (Grant Funded)	Board Date: August 9, 2021
Prepared by: Janneth Linnell, Executive Director of Child Development Services	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	



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 Child Development Services and Jennifer Walsvick, LCSW, having its principal business address located at 12811 Dunas Road, Santa Ana, CA 92705 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on August 10, 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 bankruptcyTermination.
- E. In the event of early termination, District shall compensate Contractor only for work satisfactorily rendered to the date of termination. District shall not be liable for any direct, indirect, or consequential damages
- F. All finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the District and shall be promptly delivered to the District.
- G. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor.

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Twenty-four thousand Dollars (\$24,000) ("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;

- d. Errors and Omissions/Professional Liability: (If applicable) For financial loss or harm caused to the district that arise out of vendor's professional services \$5,000,000 per occurrence / \$5,000,000 annual aggregate.
- e. Cyber Liability: (If applicable) For financial loss or harm caused to the district that arises out of loss or theft of data, breach of data, disruption of networks, intrusion of virus, malware, disclosure of private information, notification, credit monitoring, breach response costs, regulatory fines and penalties, and infringement of intellectual property \$2,000,000 per occurrence / \$2,000,000 annual aggregate.

Other Insurance Requirements

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

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

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

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

Agreement.

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District (“Confidential Information”). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District’s policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

District: Rancho Santiago Community College District
 Attn: Iris Ingram, Vice Chancellor of Business Services
 2323 N. Broadway

Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Janneth Linnell, Executive Director, Child Development Svc
Professional Services Agreement (CSPP)
2323 N Broadway, Suite 245
Santa Ana, CA 92706

Contractor: Jennifer Waslvick
12811 Dunas Road
Santa Ana, CA 92705

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor’s present responsibility

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

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Iris I. Ingram

Print Title: Vice Chancellor, Bus. Operations/Fiscal Srvs

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __Jennifer Walsvick

Print Title: __Licensed Clinical Social Worker

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

The 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.

To provide supervision and field instruction to Master of Social Work Students Interns assigned to RSCCD Child Development Services. Additionally, provide mental health consulting services, coordination, record keeping and documentation to ensure compliance with grants in the Child Development Services department.

The work will include but not be limited to:

- Providing weekly meetings with the student Interns
- Providing supervised support and guidance on the child development site regarding child/family referrals and services
- Ensuring that communication with Professors are handled in a timely and efficient manner and reports/evaluations are completed for student Interns
- Ensuring that the provision of quality Family Services are maintained through Intern training, evaluation, and guidance in conjunction with the CDS Executive Director
- Providing supervised support and guidance on the administration and monitoring of the ASQ assessment tool to all families. Also, will create and maintain a referral process for any additional services as needed based on the outcomes of the ASQ assessment tool.

This work will begin on August 10, 2021 and continue through June 30, 2022 at the rate of \$50 an hour.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date:	August 9, 2021
Re:	Approval of Professional Services Agreement with BlackBeltHelp LLC		
Action:	Request for Approval		

BACKGROUND

The COVID-19 Pandemic has increased students' reliance on technology to get the support they need to accomplish their educational goals. Remote learning students need assistance around the clock for technology and student support services. Both Santa Ana College and Santiago Canyon College credit and noncredit staff, along with district ITS, have assessed ways to offer additional support to students. After evaluating existing solutions in the market, BlackBeltHelp offered the most comprehensive solution. BlackBeltHelp's offering provides a 24/7 virtual one-stop center that students can contact to request assistance with loaner laptop and other technology support, get assistance to register for classes, access class information or to get help with Canvas and other academic technology products. BlackBeltHelp is a contact-center-as-a-service provider, offering live support to students via phone, email or chat. This solution is designed to help drive institutional processes and improve user experience and customer service.

ANALYSIS

The administration recommends piloting BlackBeltHelp's virtual one-stop services. Other California Community Colleges and the State Chancellor's Office Tech Center have successfully implemented this solution to extend and improve the way in which they serve students. The initial pilot will offer technology support to students enrolled in non-credit programs. However, the offering can be easily extended to credit students if proven successful. The District negotiated a mutually agreeable contract with BlackBeltHelp, which includes assistance with implementation, configuration, pilot testing and training. The District also applied and was awarded an in-kind grant of \$13,625 by Campus Consortium to offset the costs of the offering.

The performance period is from August 10, 2021 through June 30, 2022. The total contract cost for the period is \$261,563.

This project will be funded using Higher Education Emergency Relief Fund (HEERF) dollars.

RECOMMENDATION

It is recommended the Board of Trustees approve the Professional Services Agreement with BlackBeltHelp LLC as presented.

Fiscal Impact:	\$261,563	Board Date:	August 9, 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 BlackBeltHelp, LLC, having its principal business address located at 936 SW 1st Ave., Suite 412, Miami, FL 33130 hereinafter called (“Contractor”).

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor Corporation Limited Liability Company Partnership Nonprofit Corporation

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

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

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

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

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

Terms and Conditions

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.

2. Term. The term of this Agreement shall commence upon the execution of this agreement by both parties or on August 10, 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 Sixty One Thousand Five Hundred Sixty Three Dollars \$261,563. 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. **Intellectual Property Ownership.** The Licensed Software contains material that is protected by United States copyright and trade secret law, and by international treaty provisions. All rights not expressly granted to District under this Agreement are expressly reserved by the Contractor and its licensors. District shall not modify, remove or destroy any proprietary markings or confidential legends placed upon or contained within the Licensed Software, the Documentation, or any related materials. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights and other intellectual property and proprietary rights in the Licensed Software shall remain the sole and exclusive property of Contractors or its licensors, as applicable.

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;

- d. Errors and Omissions/Professional Liability: (If applicable) For financial loss or harm caused to the district that arise out of vendor's professional services \$5,000,000 per occurrence / \$5,000,000 annual aggregate.
- e. Cyber Liability: (If applicable) For financial loss or harm caused to the district that arises out of loss or theft of data, breach of data, disruption of networks, intrusion of virus, malware, disclosure of private information, notification, credit monitoring, breach response costs, regulatory fines and penalties, and infringement of intellectual property \$2,000,000 per occurrence / \$2,000,000 annual aggregate.

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
 Vice Chancellor of Business Services

2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: Jesse Gonzalez
Assistant Vice Chancellor, ITS
2323 N. Broadway Santa Ana, Ca 92706

Contractor: BlackbeltHelp
936 SW 1st Ave.
Suite 412
Miami, FL 33130

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

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

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

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

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

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

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

26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless

District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

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

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

29. Dispute Resolution.

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

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

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

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

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

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

electronic or digital signatures.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor’s present responsibility

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

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Iris I. Ingram

Print Title: Vice Chancellor, Bus. Operations/Fiscal Svcs

Date: _____

CONTRACTOR

BY: Anthony Humphreys
Signature of Authorized Person

Print Name: President

Print Title: Anthony Humphreys

Date: 07/27/2021

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 refer to the Statement of Work document.

BlackBeltHelp – Statement of Work Summary

BLACKBELTHELP STATEMENT OF WORK SUMMARY**STATEMENT OF WORK CONTACT INFORMATION****Client**

Client Name

Rancho Santiago Community College District
--

Client Contacts

Primary Point of Contact

Name:	Jesse Gonzalez
Title:	Assistant Vice Chancellor, ITS
Email:	Gonzalez_jesse@rsccd.edu
Phone:	714-480-7401

Authorized Signatory Point of Contact

Name:	Iris Ingram
Title:	Vice Chancellor of Business Services
Email:	ingram_iris@rsccd.edu
Phone:	714-480-7340

STATEMENT OF WORK DETAILS

MLSA Agreement Name to which this SOW is a Schedule:	RSCCCD PROFESSIONAL SERVICES AGREEMENT
Schedule Number of this SOW:	BBH 0001

Effective/Start Date:	08/10/2021
End Date:	06/30/2022
Initial Term:	10 months and 20 days beginning on the effective date
Renewal Term(s):	N/A (Other)
Recurring Fees Billing Cycle:	N/A (Other)

BlackBeltHelp – Statement of Work Summary

Summary of Payment Schedule:

	Year 1	Year 2	Year 3	Year 4	Year 5
Annual % Increase Amount	N/A	N/A	N/A	N/A	N/A
Fees Due (\$ USD)	\$261,563.00	N/A	N/A	N/A	N/A

NOTE: Fees **include** an Annual Percent Increase Amount as listed above.

Annual Percent Increase Reference in MLSA:	N/A (Other)
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Payment Method:	Purchase Order
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Payment Terms for Initial/First Year Fees:	Net 30 from the effective date of this schedule
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Payment Terms for Recurring Fees:	N/A (Other)
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Notes:

N/A

BlackBeltHelp – Statement of Work Summary

STATEMENT OF WORK ELECTRONIC SIGNATURE

By electronically signing this Statement of Work, your organization is entering into a legally binding contract with BlackBeltHelp. Please download and read carefully prior to signing. This Statement of Work, including the Statement of Work Summary, Details, Notes, Exhibit A: Standard Terms, and any applicable Attachments, will be effective when signed by the parties' authorized representatives. If there is any conflict between the Notes and Exhibit A: Standard Terms, the Notes shall prevail.

I agree to this Statement of Work, including the Statement of Work Summary, Details, Notes, Exhibit A: Standard Terms, and any applicable Attachments:

Client Authorized Signatory Signature:	
Client Name:	
Signature Date:	

BlackBeltHelp Signature:	<i>Anthony Humphreys</i>
BlackBeltHelp, Sr. Management	Anthony R. Humphreys, President
Signature Date:	07/28/2021

BlackBeltHelp Signature:	<i>Michael Zastudil</i>
BlackBeltHelp, Management	Michael Zastudil, Sr. VP Customer Success
Signature Date:	07/28/2021

BlackBeltHelp Signature:	<i>Manish Gambhir</i>
BlackBeltHelp, Delivery Operations	Manish Gambhir, Chief Operating Officer
Signature Date:	07/28/2021

BlackBeltHelp – Statement of Work Summary

EXHIBIT A: STATEMENT OF WORK STANDARD TERMS

1. Ordering Document:

This BlackBeltHelp Ordering Document and Statement of Work (collectively "Statement of Work" or "SOW") is entered into between BlackBeltHelp (hereinafter "BlackBeltHelp"), Subcontractor, and Client (hereinafter "Client", "You" or "Your") (collectively, "Parties").

This SOW shall be governed by all the terms and conditions of the Rancho Santiago Community College District Professional Services Agreement that this Statement of Work is attached to. In the event of any conflict between the terms of the SOW and Agreement the terms of the SOW shall prevail.

2. Fees and Payments:

The fees (the "Fees") for the first year specified in the Payment Schedule are payable within 30 days from the invoice date. The invoice date shall reflect the Effective Date of this SOW as listed under the Statement of Work Details. Fees for subsequent years are due on the anniversary date of this SOW's Effective Date. All services and payments are non-cancelable and non-refundable. All fees are to be paid in USD.

3. Delivery Services:

Unless otherwise stated in the SOW, all Services will be performed remotely. If Services are required to be performed onsite, travel costs, lodging, meals/per-diem and incidentals will be in addition to the Fees and billed to Client based on actual costs.

The Parties agree to schedule Services at least two (2) weeks in advance; scheduling of Services is subject to availability of BlackBeltHelp Consultant(s).

All technical reports and other written materials provided to you will be in English, unless specified otherwise. You acknowledge that requesting technical reports and other written materials in another language may take more time and effort and may result in additional fees.

4. Change Control Process:

Any request for any change in Services must be in writing; this includes requests for changes in project plan, scope, specifications, schedule, designs, requirements, service deliverables, software environment or any other aspect of this SOW. BlackBeltHelp shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations unless the Parties agree in writing to the proposed changes.

5. Term and Language:

The Services shall commence in accordance with section 2 of the Rancho Santiago Community College District Professional Services Agreement that this Statement of Work is attached to.

Any Services remaining at the expiration of the Initial Term or Renewal Term shall be forfeited; at the end of the Initial Term or Renewal Term, as applicable, BlackBeltHelp and Subcontractor shall have no further obligation in respect of such Services.

6. Services Agreement:

You acknowledge that BlackBeltHelp and Subcontractor's ability to perform the services and the reliability of any estimate depends upon the following project assumptions and your fulfillment of the following obligations:

BlackBeltHelp – Statement of Work Summary

Inform the Subcontractor's Consultant(s) in a timely manner of any pending scheduled upgrades, or any other modifications of the hardware and/or software environment that could affect performance.

Timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from the appropriate personnel and management, suitably configured computer products and compliance with the obligations above (collectively, "cooperation") are essential to performance of any services as set forth in this SOW. BlackBeltHelp nor Subcontractor will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full cooperation. Client is responsible for obtaining any consent required for BlackBeltHelp and Subcontractor to perform Services under this SOW.

If Subcontractor's cost of providing the Services in this SOW is increased because of Client's failure to meet the obligations listed in this SOW, Client agrees to pay BlackBeltHelp for such increased costs. BlackBeltHelp and Subcontractor will provide Client with Notice detailing the circumstances causing delay(s) by Client that need to be remedied within a certain amount of time; failure of such will result in Subcontractor issuing a change order to Client for the additional hours it will expend in providing the Services due to the delay(s) referenced in the Notice. If, after receipt of the Notice, Client disagrees with Subcontractor's estimation of the delay(s) and the impact on the delivery of the Services, Client shall notify Subcontractor, in writing, within ten (10) business days, of its objections to Subcontractor's claim of delay. If Client responds to Subcontractor's Notice, then the Parties will set up an executive session.



BlackBeltHelp

STATEMENT OF WORK

SCHEDULE BLACKBELTHELP	00	01
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FOR

Simplify Subscription
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-
-
-



HEADQUARTERS

936 SW 1st Ave., Suite 412,
Miami, FL 33130

CONTACT US

Tel: 844-255-2358
Email: engage@blackbelthelp.com

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BlackBeltHelp – Statement of Work Summary

Statement of Work

1. Statement of Work

A request for BlackBeltHelp Software and Services was requested by Client Primary Point of Contact as listed in the Statement of Work Summary. The following Software and Services are to be provided by BlackBeltHelp and are based on a fixed-bid price as set below.

2. Financial Summary

BlackBeltHelp will be providing Client with Software and remote Services for the Fees as outlined below:

Attachment:

Client is responsible for bearing the Fees referenced in “Total Cost to Client”.

3. Scope and Assumptions

This proposal is based on the following assumptions:

Attachment:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	July 12, 2021
Re:	Adoption of Board Policy		
Action:	Request for Approval		

BACKGROUND

The Board Policy Committee met on May 26, 2021 and June 15, 2021 and reviewed new and revised policies. BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program (NEW) was forwarded to the Board of Trustees for a first reading at the June 21, 2012 meeting. At that meeting, the Board deferred action on the policy until discussion took place with the employment groups. Following these discussion, the policy was presented for a first reading at the July 12, 2021 meeting and is 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 new policy be considered for adoption as recommended by District Administration:

- Board Policy 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus 2) Vaccination Program

RECOMMENDATION

It is recommended that the Board adopt new Board Policy 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome Coronavirus2) Vaccination Program as presented.

Fiscal Impact:	None	Board Date:	August 9, 2021
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

Rancho Santiago Community College District
BOARD POLICY
Chapter 7
Human Resources

**BP 7325 SARS-CoV-2 (Severe Acute Respiratory Syndrome
Coronavirus 2) Vaccination Program**

Reference(s):

BP 7730 Communicable Disease

The Board authorizes the Chancellor to develop a plan to provide for the safe reopening of the Rancho Santiago Community College District (RSCCD) campuses, including, without limitation, the implementation of a mandatory SARS-CoV-2 vaccination program for all faculty, academic appointees, staff and other employees of RSCCD requiring access to RSCCD's facilities and programs in person. This mandatory program shall be contingent upon the FDA's (United States Food and Drug Administration) full approval of at least one of the SARS-CoV-2 vaccines; however, in the interim, until such approval by the FDA, the Board supports RSCCD's strong encouragement and recommendation that all faculty, academic appointees, staff and other employees requiring access to RSCCD's facilities and programs in person receive a SARS-CoV-2 vaccine as soon as possible. The purpose of the program is to protect the health and safety of the RSCCD community who work, study or train in any of the RSCCD's locations as well as reduce the incidence of SARS-CoV-2 infection and resultant Coronavirus Disease (COVID-19) within the community.

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

The Chancellor shall establish administrative procedures to administer the mandatory program that comply with requirements established by the Education Code, the Health and Safety Code, the Occupational Safety and Health Administration, and the Center for Disease Control and Prevention. The administrative procedures shall further assure that the program, including any exceptions, exemptions and accommodations requested and/or provided pursuant to the program conform to all requirements established by the relevant law and regulations and as deemed appropriate by the Chancellor.

Adopted: August 9, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date:	August 9, 2021
Re:	First Reading of Board Policy		
Action:	Information		

BACKGROUND

The Board Policy Committee met on June 15, 2021 and reviewed new and revised policies. Revisions to BP 7132 Management Medical/Dental Insurance Benefits are being 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 policy be updated and revised as recommended by District Administration:

- Board Policy 7132 Management Medical/Dental Insurance Benefits

RECOMMENDATION

This policy is presented for a first reading as an information item.

Fiscal Impact:	None	Board Date:	August 9, 2021
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Debra Gerard, Executive Assistant to the Chancellor		
Recommended by:	Marvin Martinez, Chancellor		

Rancho Santiago Community College District
BOARD POLICY
Chapter 7
Human Resources

BP 7132 Management Medical/Dental Insurance Benefits

Eligibility

All management employees (including cabinet-level employees) who have an assignment of 50% or more are eligible for District-paid Group Medical/Dental benefits. The District's contribution in each succeeding year will be the District's cost for medical/dental benefits during the immediate preceding year plus an amount not to exceed 6%.

Health Insurance

The District will provide management employees with a cafeteria health insurance program. Each employee will receive a cash allocation based upon the medical insurance option selected. The allocation for employees working under a contract of 50% to 79% will be prorated. The employee can assign this allocation or any part of it toward additional insurance coverage (dental, vision) or may receive it as cash.

Life Insurance

Active employees will receive life insurance benefits in the amount of the employee's annual salary or \$50,000, whichever is greater.

Medicare

Current active employees and their spouses are required to enroll in Medicare A when they are age 65. Upon their retirement if said employees and their spouses are age 65 or older or otherwise qualify before age 65, they are required to enroll in Medicare B.

Employees who are not age 65 or otherwise qualify for Medicare at the time of retirement, are required to enroll in Medicare A&B programs when they turn age 65 or otherwise qualify before age 65.

Retired Staff

For the purposes of determining benefit eligibility under this policy, retirement is defined as a management employee's termination from full-time District employment which is concurrent with his/her retirement under STRS and/or PERS.

Retired management employees shall receive District-paid medical/dental benefits based upon the following eligibility criteria:

- Managers whose first date of full-time service was prior to May 31, 1986, shall receive the same District-paid medical insurance coverage as is provided to active management employees for life up to age 65, after which they shall enroll in Medicare A&B and receive a Medicare companion plan.

- Managers whose first date of full-time service was on or after May 31, 1986, and who serve as a manager for at least fifteen (15) years shall receive the same District-paid medical insurance coverage as is provided to active management employees up to age 65, after which they shall enroll in Medicare A&B and receive a Medicare companion plan until age 70, after which such retirees may continue coverage at their own expense.
- Managers employed under individual administrative contracts retiring on or after July 1, 1975, with less than fifteen (15) but with five (5) or more years of service to the District may participate in medical/dental benefits by paying their own premiums.
- Surviving dependent spousal benefits will continue at District expense for administrators hired prior to July 1, 1989, and for supervisory/confidential employees hired prior to April 11, 2005.
- Surviving dependent spouses of those employees hired on or after these respective dates (and having five or more years of service with the District) may continue surviving dependent spousal benefits at their own expense.

Revised: April 25, 2016 (Previously BP4402)

Revised: xxxxxxxx, 2021

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

August 9, 2021

MANAGEMENT

New Job Descriptions/Attachments #1-2

Director, Enterprise Applications Services
Information Technology Services
District
Classified/Supervisory
Grade D

Director of People & Culture/Human Resources
Human Resources
District
Classified/Supervisory
Grade D

Appointment

Jones, Walter C.
Dean, Humanities & Social Sciences Division
Santa Ana College

Effective: July 26, 2021
Salary Placement: B-4 \$185,174.00/Year
(Requisition #AC21-00072)

Melendez, Joey M.
Director, Facility Planning, Construction &
Support Services
Business Operations & Fiscal Services
District

Effective: July 12, 2021
Salary Placement: C-3 \$164,270.20/Year
(Requisition #CL21-00077)

Interim Assignment

Cossio-Muniz, Ruth J.
Executive Director
Digital Media Center and Small Business
Development Center
Educational Services
District

Effective: October 1, 2020 – May 10, 2021
Salary Placement: C-5 + 5%: \$167,459.91/Year
Reason: Additional Duties

Cossio-Muniz, Ruth J.
Interim Chief Communications Officer
Public Affairs/Governmental Relations
Educational Services
District

Effective: May 11, 2021 – June 30, 2021
Salary Placement: C-5: \$159,485.63/Year

MANAGEMENT (CONT'D)

Interim Assignment (cont'd)

Crete, Jessica J.
Director,
Los Angeles, Orange County Regional
Consortium/Orange County Director
Educational Services
District

Effective: June 14, 2021 – June 30, 2021
Salary Placement: C-1 \$131,209.22/Year

Greiner, Anna C.
Director
Los Angeles, Orange County Regional
Consortium/Los Angeles Director
Educational Services
District

Effective: June 21, 2021 – June 30, 2021
Salary Placement: C-4 \$151,891.07/Year

Vargas Navarro, Jose F.
Vice President, Continuing Education
Division (OEC)
Educational Services

Effective: July 1, 2021 – June 30, 2022
Salary Placement: A-5 \$207,721.00/Year
(Plus 5% for Special Assignment)

Extension of Interim Assignment

Cossio-Muniz, Ruth J.
Interim Chief Communications Officer
Public Affairs/Governmental Relations
Educational Services
District

Effective: July 1, 2021 – June 30, 2022
Salary Placement: C-3: \$164,270.20/Year

Crete, Jessica J.
Director,
Los Angeles, Orange County Regional
Consortium/Orange County Director
Educational Services
District

Effective: July 1, 2021 – June 30, 2022
Salary Placement: C-A \$135,145.50/Year

Greiner, Anna C.
Director,
Los Angeles, Orange County Regional
Consortium/Los Angeles Director
Educational Services
District

Effective: July 1, 2021 – June 30, 2022
Salary Placement: C-2 \$156,447.80/Year

MANAGEMENT (CONT'D)

Amended Annual Rate for Extended Interim Assignment

Estrada, Brenda	Effective: July 1, 2021 – June 30, 2022
Interim Associate Dean	From: D-A \$125,888.69/Year
Student Development	To: D-A \$125,188.69/Year
Student Services	
Santa Ana College	

Amended Hourly Rate(s) for Extended Interim Assignment

Lucarelli, Phyllis A.	Effective: October 1, 2020 – June 30, 2021
Interim Executive Assistant to	Hourly Rate: K-7 \$50.26
The Board of Trustees	
Executive Division	
District	

Lucarelli, Phyllis A.	Effective: July 1, 2021 – September 30, 2021
Interim Executive Assistant to	Hourly Rate: K-7 \$51.77
The Board of Trustees	
Executive Division	
District	

Change of Title/Grade

Almaraz, Erika	Effective: July 20, 2021
From: Manger, Fiscal Services	From: E-5 \$153,988.54/Year
To: Director Accounting, Audit &	To: D-5 \$167,764.82/Year
Advisory Services	(Reorg #1227)
Fiscal Services	
District	

Nguyen, Thao T.	Effective: July 20, 2021
From: Budget Forecasting &	From: G-5 \$134,716.83/Year
Analysis Manager	To: E-4 \$146,650.99/Year
To: Budgeting & Disbursement	(Reorg #1227)
Services Manager	
Fiscal Services	
District	

FACULTY

Fall 2021 FARSCCD Beyond Contract/Overload Hourly Step Increases/Effective August 16, 2021/Attachment #3

Fall 2021 FARSCCD Part-time/Hourly Step Increases/Effective August 16, 2021/Attachment #4

Fall 2021 CEFA Part-time/Hourly Step Increases/Effective August 16, 2021/Attachment #5

FACULTY (CONT'D)

Reassignment/Change of Location

Guevara, Angela
From: Associate Professor/Coordinator, Adults
With Disabilities
Continuing Education/OEC
Santiago Canyon College
To: Associate Professor/Learning Disability Specialist
Disabled Students Programs and Services
Santiago Canyon College

Effective: August 16, 2021
Salary Placement: V-16 \$119,804.77/Year
(No change)

Approval of Additional Faculty Service Area (FSA)

Chakhad, Mohamed
Assistant Professor, Physics
Science, Mathematics & Health Sciences Division
Santa Ana College

Effective: August 16, 2021
Additional FSA: Mathematics

Freese, Amy
Associate Professor, Reading
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 16, 2021
Additional FSA: Education

Hall, Kathryn S.
Associate Professor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 16, 2021
Additional FSA: Education
(Equivalency)

2020/2021 Additional Contract Extension Day(s)

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

Effective: July 1, 2020 – June 30, 2021
From: 30 Contract Extension Days
To: 31 Contract Extension Days
Contract Extension Rate: IV-14 \$531.30/Day

2021/2022 Additional Contract Extension Day(s)

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

Effective: June 1, 2021 – June 30, 2021
From: 25 Contract Extension Days
To: 26 Contract Extension Days
Contract Extension Rate: VII-16 \$632.12/Day

FACULTY (CONT'D)

2021/2022 Adjusted Contract Extension Daily Rate

Pastrana, Leo Effective: July 1, 2021 – June 30, 2022
Professor/Counselor/Coordinator From: V-14 \$567.27/Day
Center for Teacher Education To: VI-14 \$583.44/Day
Counseling Division
Santa Ana College

Part-time Hourly New Hires/Rehires

Arellano, Mariano T. Effective: August 16, 2021
Instructor, Mathematics Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26
Mathematics & Sciences Division
Santiago Canyon College

Choi, Pui L. Effective: July 15, 2021
Instructor, Fire Technology/Wellness Hourly Lecture/Lab Rates: IV-3 \$73.32/\$66.00
Human Services & Technology Division
Santa Ana College

Deutsch, Jeffrey A. Effective: June 15, 2021
Instructor, Criminal Justice/OCSD Academy LD36 Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Information Systems
Human Services & Technology Division
Santa Ana College

Domondon, Kristle V. Effective: August 16, 2021
Instructor, English as a Second Language Hourly Lecture Rate: II-3 \$55.72
Continuing Education Division (CEC)
Santa Ana College

Forsberg, Michael Effective: June 29, 2021
Instructor, Vocational/Behavior Technician Program Hourly Lecture Rate: II-3 \$53.19
Noncredit
Continuing Education Division (OEC)
Santiago Canyon College

Johnson, Vincent R. Effective: June 28, 2021
Instructor, Criminal Justice/Pre-Academy Physical Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Training
Human Services & Technology Division
Santa Ana College

FACULTY (CONT'D)

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

Nguyen, Denise N. Effective: August 16, 2021
Counselor Hourly Rate: III-3 \$48.55
Continuing Education Division (OEC)
Santiago Canyon College

Nguyen, Lloyd P. Effective: June 28, 2021
Instructor, Criminal Justice/Crisis Intervention Hourly Lecture/Lab Rates: IV-3 \$73.32/\$66.00
Training
Human Services & Technology Division
Santa Ana College

Prochazka, Ana S. Effective: July 19, 2021
Instructor, HSS/ABE/GED & Adults with Disabilities Program Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (OEC)
Santiago Canyon College

Sierra-Kitt, Monica A. Effective: August 16, 2021
Instructor, Seminar for Older Adults Hourly Lecture Rate: I-3 \$54.37
Continuing Education Division (CEC)
Santa Ana College

Tomlinson, Kalin A. Effective: July 15, 2021
Instructor, Fire Technology/Wellness Hourly Lecture/Lab Rates: II-3 \$66.52/\$59.86
Human Services & Technology Division
Santa Ana College

Tse, Han J. Effective: August 16, 2021
Instructor, Drafting/Engineering Hourly Lecture/Lab Rates: II-3 \$69.18/\$62.26
Business Division
Santa Ana College

Wilder, Theodore L. Effective: July 6, 2021
Instructor, Criminal Justice/Crisis Intervention Hourly Lecture/Lab Rates: I-3 \$63.34/\$57.01
Training
Human Services & Technology Division
Santa Ana College

Column Changes

Cruz-Teposte, Janet Effective: August 16, 2021
Instructor, English as a Second Language From: II-6 \$60.02/\$30.01
Continuing Education Division To: III-6 \$61.52/\$30.77
Santa Ana College

FACULTY (CONT'D)

Column Changes (cont'd)

Johnson, Jeremy
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: August 16, 2021
From: I-3 \$65.88/\$59.29
To: II-3 \$69.18/\$62.26

Manson, Andrew H.
Instructor, High School Diploma/GED
Continuing Education Division (CEC)
Santa Ana College
Effective: August 16, 2021
From: II-6 \$60.02/\$30.01
To: III-6 \$61.52/\$30.77

Nguyen, John Q.
Instructor, Mathematics
Science, Mathematics & Health Sciences Division
Santa Ana College
Effective: August 16, 2021
From: II-5 \$76.26/\$68.64
To: III-5 \$80.07/\$72.07

Nguyen, Tuyen T.
Instructor, Biology
Science, Mathematics & Health Sciences Division
Santa Ana College
Effective: August 16, 2021
From: II-5 \$76.26/\$68.64
To: IV-5 \$84.07/\$75.67

Pacier, Phillip B.
Instructor, Music
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: August 16, 2021
From: II-5 \$76.26/\$68.64
To: III-5 \$80.07/\$72.07

Satow, Jingfang
Instructor, Chinese
Humanities & Social Sciences Division
Santa Ana College
Effective: August 16, 2021
From: III-5 \$80.07/\$72.07
To: IV-5 \$84.07/\$75.67

Valdez, Sonia
Instructor, Nursing
Science, Mathematics & Health Sciences Division
Santa Ana College
Effective: August 16, 2021
From: I-5 \$72.63/\$65.37
To: IV-5 \$84.07/\$75.67

Valdez, Sonia
Instructor, Vocational /Certified Nurse Assistant
Continuing Education Division (CEC)
Santa Ana College
Effective: August 16, 2021
From: I-3 \$54.37/\$27.18
To: III-3 \$57.13/\$28.56

Weinraub, Jeremy B.
Instructor, Accounting
Business Division
Santa Ana College
Effective: August 16, 2021
From: II-5 \$76.26/\$68.64
To: III-5 \$80.07/\$72.07

FACULTY (CONT'D)

Non-paid Intern Service

Andrade, Briana Human Services Intern Student Affairs Santa Ana College	Effective: August 16, 2021 – December 17, 2021 College Affiliation: CSU, Fullerton
Ceja, Kassandra Higher Education Fieldwork Intern Student Affairs Santa Ana College	Effective: August 21, 2021 – December 10, 2021 College Affiliation: CSU, Fullerton
Cunningham-Augustus, Tiana Athletic Training Intern Kinesiology Santa Ana College	Effective: August 10, 2021 – June 30, 2022 College Affiliation: CSU, Long Beach
Fishburn, Lane Athletic Training Intern Athletics/Kinesiology Santa Ana College	Effective: August 10, 2021 – January 31, 2022 College Affiliation: CS, Fullerton
Flores, Brenda Human Services Intern Student Affairs Santa Ana College	Effective: August 16, 2021 – December 17, 2021 College Affiliation: CSU, Fullerton
Fuertes, Schendell Counseling/Student Success Coach Intern Guided Pathways Counseling Division Santa Ana College	Effective: August 9, 2021 – June 3, 2022 College Affiliation: University of La Verne
Lopez, Victor Counseling/Student Success Coach Intern Guided Pathways Counseling Division Santa Ana College	Effective: August 9, 2021 – June 3, 2022 College Affiliation: CSU, Long Beach
Molina Gallardo, Karen Human Services Intern Student Affairs Santa Ana College	Effective: August 23, 2021 – December 10, 2021 College Affiliation: CSU, Fullerton

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Nguyen, Kristin
Counseling/Student Success Coach Intern
Guided Pathways
Counseling Division
Santa Ana College

Effective: August 11, 2021 – June 30, 2022
College Affiliation: University of Southern California

Ubierna, Kendra
Counseling/Student Success Coach Intern
Guided Pathways
Counseling Division
Santa Ana College

Effective: August 9, 2021 – June 3, 2022
College Affiliation: CSU, Long Beach

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
AUGUST 2021

**DIRECTOR OF ENTERPRISE APPLICATIONS SERVICES
JOB DESCRIPTION – CLASSIFIED SUPERVISORY**

CLASS SUMMARY

Under general direction, provides strategic leadership and guidance for the architecture, development, implementation, integration, maintenance and enhancement of the district's enterprise software applications, ensures the effective planning and completion of multiple software projects of varying size and scope to meet business area requirements; manages the planning, analysis, design, conversion, testing, implementation, and operation of enterprise applications; drives innovation and oversees software architecture design and integration with third-party applications; assumes and performs related duties and responsibilities as required.

REPRESENTATIVE DUTIES

Provides strategic vision and leadership on enterprise application operations; has the primary responsibility for the oversight of enterprise student and administrative information systems, including the district's Enterprise Resource Planning (ERP)/Student Information System (SIS), Learning Management System (LMS), business intelligence, reporting and other enterprise systems; works within the district's IT governance framework to develop technology strategy, define project requirements, agree on priorities, provide project status updates and deliver projects on time and on budget; assigns, trains, evaluates and supervises staff; coordinates applications/database support and development activities through direct and indirect staff as well as contracted services; provides support for state reporting requirements such as annual and term-based submittals of Management Information Systems (MIS) data to the State Chancellor's Office; performs systems analysis and project management activities that include planning, designing, implementing, and maintaining districtwide business applications and reporting systems; communicates with personnel from a variety of departments including staff, faculty, administrators and various vendors and researchers to exchange information concerning existing and proposed application systems and to gather and document business requirements; represents the department on committees and workgroups and attends meetings related to district's application operations; ensures that team members are responding to, and troubleshooting reported problems pertaining to application performance and reliability; identifies the root cause of issues and develops and implements an approved approach for resolution; collaborates with other ITS management employees on the development, implementation, interpretation, application, and update of standard operating procedures and guidelines related to the security and operation of enterprise applications and other various technologies; supports the district's data governance processes, oversees data warehouse administration and updates of data element dictionaries; assists in preparing enterprise information systems operating plans and budgets; recommends funding and procurement of information systems enhancements; attends conferences, seminars and trainings to keep up with the industry in regard to the district's application software.

ORGANIZATIONAL RELATIONSHIP

This position reports to the Assistant Vice Chancellor of Information Technology Services.

MINIMUM QUALIFICATIONS

Training and Experience

Bachelor's degree in Information Technology, Computer Science, Business Administration, Business Systems Computer Science, or a related field, and five years of experience in a supervisory capacity in a technology services environment or equivalent leadership experience and five years of experience within any of the following categories: Application development/database reporting, enterprise information systems, system or data architecture, formal software development methodologies.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
AUGUST 2021

**DIRECTOR OF ENTERPRISE APPLICATIONS SERVICES
JOB DESCRIPTION – CLASSIFIED SUPERVISORY (CONTINUED)**

OTHER QUALIFICATIONS

Knowledge and Abilities

Knowledge of: enterprise information systems planning, analysis, design, conversion, testing, implementation and operations; application support and troubleshooting principles and practices; understanding of database management principles and practices; project portfolio management principles, advanced systems analysis methods and techniques of IT applications and development such as Agile Software Development, DevOps and Scrum principles. Understanding of applicable Federal, State, and local laws, rules, and regulations affecting data collection, processing, consolidation, analysis, and reporting; ERP/SIS, LMS, CRM, CMS and business and back office applications, preferably used in an educational environment. Understanding of Forms and Reports Relational Database programming, web development, ODBS and API data access. Experience with business intelligence and reporting tools, data governance, data warehouse and data architecture principles and techniques. Understanding of California State reporting requirements such as Management Information Systems (MIS) and CCFS-320 submittals. Experience developing technology strategy and implementing standard operating procedures.

Ability to: manage teams of ten or more direct reports, provide excellent customer service, manage enterprise-wide application system projects and communicate technical information to a non-technical audience. Capability to support public and private cloud computing environments and develop automated business systems; maintain current knowledge of trends and technological advancements in assigned areas of responsibility. Demonstrated sensitivity to, and understanding of, the diverse academic, social, economic, cultural, disability, and ethnic backgrounds of community college students and staff. Ability to establish and maintain effective and cooperative working relationships with members of the user community and Information Technology personnel while exhibiting tact, patience, and diplomacy. Exhibit proficiency in clear and concise verbal and written communication.

Physical Requirements

Ability to use a computer workstation throughout the workday.

Board Approved: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
JULY 2021

**DIRECTOR OF PEOPLE AND CULTURE / HUMAN RESOURCES
JOB DESCRIPTION – CLASSIFIED SUPERVISORY**

POSITION OVERVIEW

The Director of People and Culture/Human Resources leads, partners, and optimizes the delivery of consistently excellent people and culture related strategy in various areas such as organizational design, technology innovation, continuity planning, on-boarding, employee communications, training, performance management, employee relations, total rewards/benefits, classification/compensation, compliance, labor partnership, and strategic coaching. The Director of People and Culture/ Human Resources reports to the Assistant Vice Chancellor of Human Resources.

REPRESENTATIVE DUTIES

- 1) Partners with stakeholders proactively to influence organizational transformation.
- 2) Engages in integrated, actionable talent strategies and initiatives that help grow the District and deliver results.
- 3) Innovates on people and culture processes and technologies in fields such as onboarding, diversity recruitment, people analytics, sustainability, and fiscal management.
- 4) Serves as the software application administrator for systems used by human resources such as applicant tracking systems, recruitment software, benefits systems, and HR systems.
- 5) Develops and recommends new and revised rules, regulations, policies and procedures, systems, and best practices to conduct the District's Human Resources employee services projects and programs.
- 6) Collaborates with stakeholders to participate in negotiation, administration, and interpretation of labor agreements.
- 7) Establishes and implements people and culture strategies that effectively communicate and support the District's core values, vision, and overall business objectives.
- 8) Coaches stakeholders on people practices that will create a highly engaged culture.
- 9) Delivers management coaching and training where needed to front-line managers and senior leaders.
- 10) Cultivates and strengthens relationships to implement all people and culture initiatives and strategies.
- 11) Provides guidance and input on workforce planning to support business strategy.
- 12) Analyzes trends and metrics in partnership with the broader cross-functional people and culture team to develop solutions, programs, and opportunities for learning.
- 13) Collaborates to provide strategy to resolve complex and escalated employee relations affairs.
- 14) Maintains in-depth knowledge of legal requirements related to day-to-day management of team members, reducing legal risks, and ensuring regulatory compliance.
- 15) Operates in a collaborative, positive and open manner - modeling key cultural indicators in your work, team interactions and relationships with partners and employees.
- 16) Constructs effective work relationships at all levels of the organization, influences behavior, and manages change.
- 17) Partners closely with management and team members globally to improve work relationships, build morale, and retention.
- 18) Supports leadership in enhancing people and culture visibility and providing innovative and proactive needs for District and campus stakeholders.
- 19) Coaches, inspires, supervises, and leads classified staff in a variety of people and culture areas.
- 20) Performs other duties as assigned and serves as a backup to the Vice Chancellor of Human Resources and the Assistant Vice Chancellor of Human Resources.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
JULY 2021

**DIRECTOR OF PEOPLE AND CULTURE / HUMAN RESOURCES
JOB DESCRIPTION – CLASSIFIED SUPERVISORY**

KNOWLEDGE AND ABILITIES

Thorough Knowledge of:

- 1) Successful strategies with providing people and culture support in a multi-stakeholder organization across multiple locations.
- 2) Innovation ideas within the people and culture space through technology, trend forecasting, and stakeholder collaboration.
- 3) Applicable sections of California Education Code, Title 5, Labor Laws, and relevant federal, state, and local legislations.
- 4) Strategies identifying and building cross-functional partnerships to understand challenges.
- 5) Intersectional diversity, inclusion, belonging, equity, antiracism, and equal opportunity.
- 6) Research techniques, data mining practices, and people analytics strategies.
- 7) Experience with software such as Ellucian Banner/Colleague, NEOGOV, Workday, and/or other related HRIS/people and culture software.
- 8) Effective and concise verbal and written communication skills with the ability to collaborate and influence with cross-functional team members.

Ability to:

- 1) Analyze and strategize with people data and metrics to guide strategy.
- 2) Innovate on software packages for recruitment, personnel, spreadsheets, and databases.
- 3) Show success utilizing employee attraction, engagement, and retention strategies.
- 4) Gather data, analyze/reason logically, and draw valid conclusions.
- 5) Audit various people and culture processes, practices, and procedures to ensure alignment and compliance.
- 6) Analyze situations and make appropriate decisions and/or recommendations.
- 7) Quickly learn and effectively interpret and apply rules, regulations, and precedents to personnel issues with working solutions.
- 8) Clearly communicate ideas and recommendations.
- 9) Write clear and concise reports, presentations, and related communications.
- 10) Work with and provide direction to other employees in the completion of the day-to-day work.
- 11) Excel in an ever-changing environment using an ambitious mindset.

MINIMUM QUALIFICATIONS

Education and Experience:

Bachelor's Degree from an accredited college or university and three (3) years of related work experience OR Master's Degree/Juris Doctorate/Doctorate degree from an accredited college or university and two (2) years of related work experience.

Board Approved: _____

**FALL 2021 FARSCCD BEYOND CONTRACT/
OVERLOAD STEP INCREASES**

ATTACHMENT #3

LAST NAME	FIRST NAME	SITE	DUTY DAYS	CLASS	STEP	LECTURE HOURLY RATE
Arazi	Heather	SAC	175	IV	5	\$84.07
Bittner	Matthew	SAC	175	II	5	\$76.26
Chakhad	Mohamed	SAC	175	IV	4	\$84.07
Daneshmand	Angela	SCC	175	III	5	\$80.07
Henry	Amanda	SCC	175	IV	5	\$84.07
Huskey	Jason	SAC	175	IV	5	\$84.07
Kapil	Jill	SAC	192	IV	5	\$84.07
Mayer	Quynh	SAC	175	II	5	\$76.26
McAdam	Jennifer	SAC	175	IV	5	\$84.07
Medina	Guillermo	SCC	175	IV	5	\$84.07
Nardi	Nicholas	SAC	175	IV	5	\$84.07
Natale	Alexander	SAC	175	IV	5	\$84.07
Padilla	Jessica	SAC	175	II	5	\$76.26
Patch	Nicole	SAC	175	IV	5	\$84.07
Smith	Elizabeth	SAC	175	IV	5	\$84.07
Van Dyke-Kao	Rita	OEC/SCC	175	II	5	\$76.26
Yimenu	Bethlehem	SAC	175	IV	5	\$84.07

**FARSCCD Step Increases
Fall 2021
Effective August 16,2021**

LAST NAME	FIRST NAME	SITE	GRADE	NEW STEP	NEW LEC AMT
Aleman	Andrew	SAC	2	5	\$76.26
Anderson	Vanessa	SAC	2	4	\$72.63
Arroyo	Stephanie	SAC	2	5	\$76.26
Asarian	Armen	SAC	1	5	\$72.63
Basart	Michael	SAC	2	5	\$76.26
Beckner	Andrew	SCC	2	5	\$76.26
Beiner	Cheryl	SAC	4	5	\$84.07
Bertoglio	Douglas	SAC	1	5	\$72.63
Brace	Lynda	SAC	2	5	\$76.26
Brenner	Mark	SAC	1	4	\$69.18
Brittain	Jake	SAC	1	5	\$72.63
Brittain	Jared	SAC	1	4	\$69.18
Cano	Matthew	SAC	2	5	\$76.26
Cavanaugh	John	SAC	1	5	\$72.63
Chevalier	Justin	SAC	1	4	\$69.18
Chhun	Stephanie	SCC	2	4	\$72.63
Chhuo	Leng	SCC	2	5	\$76.26
Cleary Martin	Tami	SAC	2	4	\$72.63
Cleeland	Scott	SAC	1	4	\$69.18
Dasilva	Paul	SAC	2	5	\$76.26
Deeb	Christine	SCC	2	5	\$76.26
Djamali	Essmail	SCC	4	4	\$80.07
Douglas	David	SAC	1	4	\$69.18
Dsouza	Steven	SAC	2	5	\$76.26
Eckart	James	SCC	4	4	\$80.07
Enterzampour	Mo	SAC	4	5	\$84.07
Espinoza	Cindy	SAC	2	4	\$72.63
Fiallo	Carolina	SAC	2	4	\$72.63
Finn	Eva	SAC	2	4	\$72.63
Fitch	Alexander	SAC	1	5	\$72.63
Galvan	Shaun	SCC	4	4	\$80.07
Gamache	Diane	SAC	2	5	\$76.26
Gingrich	Brittney	SAC	1	5	\$72.63
Gloe	Allison	SCC	2	5	\$76.26
Goite	Ashlee	SAC	2	4	\$72.63
Gonzalez	Cristal	SCC	2	4	\$72.63
Greenberg	Lauren	SCC	1	4	\$69.18
Greenberg	Steven	SAC	2	4	\$72.63
Groves	Christy	SAC	2	5	\$76.26
Guerra	Ferdinando	SAC	2	4	\$72.63
Heinlein	Gregory	SAC	2	5	\$76.26
Hinton	Olivia	SCC	2	4	\$72.63
Hughes	Jessica	SCC	2	5	\$76.26
Jarjoura	Rola	SAC	4	5	\$84.07
Jimenez	Jose	SCC	2	4	\$72.63
Johnson	Kechaunte	SAC	2	5	\$76.26
Jones	Sayer	SAC	1	5	\$72.63
Ketcham	Justin	SAC	2	4	\$72.63
King	Tawnie	SAC	4	5	\$84.07
Krie	Austin	SAC	1	4	\$69.18
La Pyrne	Kevin	SAC	1	5	\$72.63
Lam	Dennis	SCC	4	4	\$80.07
Leeper	Robert	SCC	4	4	\$80.07
Lerman	Andrew	SAC	2	5	\$76.26
Levine	Michael	SAC	4	4	\$80.07
Longeuay	Michael	SAC	1	4	\$69.18
Lopez	Saul	SCC	2	5	\$76.26
Lowry	Christopher	SAC	1	4	\$69.18
Manoushan	Sadaf	SCC	2	4	\$72.63

Note: Please refer to FARSCCD Appendix I for other non-teaching rates.

**FARSCCD Step Increases
Fall 2021
Effective August 16,2021**

ATTACHMENT #4

LAST NAME	FIRST NAME	SITE	GRADE	NEW STEP	NEW LEC AMT
Marroquin	Michael	SAC	2	5	\$76.26
Martin	James	SAC	1	4	\$69.18
Mauger	Dina	SAC	2	5	\$76.26
McMillan	Jennifer	SAC	3	5	\$80.07
Mendoza	Marcela	SCC	3	4	\$76.26
Mendoza	Paulino	SCC	4	4	\$80.07
Mogasemi	Med	SCC	2	4	\$72.63
Morales Lagunes	Carlos	SAC	2	4	\$72.63
Mostajeran	Yasaman	SAC	4	4	\$80.07
Munich	Alex	SAC	1	4	\$69.18
Nguyen	Hoc	SAC	1	5	\$72.63
Nguyen	Ngoc	SAC	4	4	\$80.07
Nicolini	Sean	SAC	1	5	\$72.63
Orozco	Melissa	SAC	1	4	\$69.18
Palomar	Ana	SCC	4	4	\$80.07
Pfleiger	Jeremiah	SAC	1	4	\$69.18
Pham	Thien	SAC	1	4	\$69.18
Phillips	Jerry	SAC	1	5	\$72.63
Rehnelt	Wayne	SAC	1	5	\$72.63
Rodriguez	Sebastian	SAC	1	5	\$72.63
Rosas	Vanessa	SCC	2	4	\$72.63
Ross	Marissa	SAC	2	5	\$76.26
Rowe	Brian	SAC	1	5	\$72.63
Ruiz	Linda	SAC	4	4	\$80.07
Ruvalcaba	Tomas	SAC	1	4	\$69.18
Schaefer	Kathleen	SAC	1	5	\$72.63
Shields	Dale	SAC	1	5	\$72.63
Skeen	Charlotte	SAC	2	5	\$76.26
Skinner	Michael	SAC	4	5	\$84.07
Sontag	Brandon	SAC	2	5	\$76.26
Strunk	Christina	SAC	4	4	\$80.07
Sundberg	Neil	SAC	2	4	\$72.63
Tamariz	Santiago	SCC	2	5	\$76.26
Torres	David	SCC	2	4	\$72.63
Turner	Sara	SAC	1	4	\$69.18
Walker	Joseph	SAC	2	4	\$72.63
Wasserman	Jay	SAC	2	5	\$76.26
Weinraub	Jeremy	SAC	2	5	\$76.26
Zhang	Bingjie	SCC	4	4	\$80.07

Note: Please refer to FARSCCD Appendix I for other non-teaching rates.

6.1 (16)

Board Docket: 8/9/21
HR:VD

**CEFA Step Increases
Fall Semester
Effective August 16, 2021**

ATTACHMENT #5

LAST NAME	FIRST NAME	DIVISION	GRADE	NEW STEP	NEW LEC AMT	NEW NX AMT	NEW NP AMT
Aguirre	Maria	OEC	1	4	\$55.72	\$27.87	
Ahrar	Shahrzad	OEC	2	4	\$57.13	\$28.56	
Alcala	Lilia	OEC	2	6	\$60.02	\$30.01	
Amaya	Ines	CEC	2	5	\$58.56		
Anderson	Jessica	OEC	2	5	\$58.56	\$29.28	
Andrade	Monica	CEC	2	4	\$57.13		
Antunez	Carlos	CEC	1	4	\$55.72	\$27.87	
Barrios	Ezekiel	OEC	1	4	\$55.72	\$27.87	
Bowers	Rebecca	CEC	2	6	\$60.02	\$30.01	
Briano	Stephanie	CEC	2	5		\$29.28	\$49.77
Campos	Joao	CEC	1	6	\$58.56		
Candelario	Jose	OEC	3	4	\$58.56	\$29.28	
Carlson	John	OEC	2	4	\$57.13		
Christopher	Doris	OEC	1	5	\$57.13	\$28.56	
Constantino	Abigail	OEC	1	5	\$57.13	\$28.56	
Cruz	Joel	CEC	2	4		\$28.56	\$48.55
Dinh	Uyen	OEC	2	5	\$58.56	\$29.28	
Do	Banglang	OEC	3	4	\$58.56	\$29.28	
Espinoza-Lopez	Rosalinda	CEC	2	4	\$57.13		
Gable	Mark	OEC	2	6	\$60.02	\$30.01	
Garcia	Stephani	CEC	2	4	\$57.13	\$28.56	\$48.55
Garcilazo	Trinidad	CEC	1	5	\$57.13	\$28.56	
Garrison	Hortensia	CEC	1	6	\$58.56	\$29.28	
Gruenke	Cindy	OEC	1	5	\$57.13	\$28.56	
Haro	Cassie	OEC	1	5	\$57.13		
Haverstick	Caitlin	OEC	1	5	\$57.13	\$28.56	
Hernandez	Anabel	CEC	2	6	\$60.02	\$30.01	
Hernandez	Apolinar	CEC	2	4	\$57.13		
Hong	Song	OEC	2	6	\$60.02	\$30.01	
Imhoof	Karin	OEC	2	5	\$58.56	\$29.28	
Jimenez	Julio	CEC	2	4	\$57.13	\$28.56	
Jones	Lindsey	OEC	2	5	\$58.56	\$29.28	
Juarez	Vanessa	CEC	2	5		\$29.28	\$49.77
Kim	Hannah	OEC	2	6	\$60.02	\$30.01	
Lunar de Rovaina	Lilimar	CEC	2	5	\$58.56	\$29.28	
Ly	Jennifer	OEC	2	6		\$30.01	\$51.02
Mitchell	Gregory	OEC	2	5	\$58.56	\$29.28	
Molino	Angelo	OEC	3	4	\$58.56		
Mora	Nancy	CEC	1	5	\$57.13	\$28.56	
Moussalli	Anthony	CEC	1	4	\$55.72		
Ortiz	Jose	CEC	2	4	\$57.13	\$28.56	
Perez-Amorde	Marisa	CEC	2	5		\$29.28	\$49.77
Pham	Misa	OEC	1	5	\$57.13		
Rajaei	Katayoun	OEC	1	4	\$55.72	\$27.87	
Reonisto	Timothy	CEC	2	4	\$57.13	\$28.56	
Rood	Lori	CEC	1	6	\$58.56	\$29.28	
Ruland	Kathy	CEC	2	5	\$58.56	\$29.28	
Russell	Debra	CEC	2	5	\$58.56		
Sabzeh Parvar	Sadaf	CEC	2	4	\$57.13	\$28.56	
Salcedo	Margie	CEC	2	5	\$58.56		

**CEFA Step Increases
Fall Semester
Effective August 16, 2021**

ATTACHMENT #5

LAST NAME	FIRST NAME	DIVISION	GRADE	NEW STEP	NEW LEC AMT	NEW NX AMT	NEW NP AMT
Salgado	Guadalupe	CEC	2	5	\$58.56		
Saucedo Daniel	Jorge	OEC	2	6	\$60.02	\$30.01	
Servin	Janis	CEC	2	4	\$57.13		
Stasiuk	Pedro	CEC	2	4	\$57.13	\$28.56	
Thakkar	Nirali	OEC	2	4	\$57.13	\$28.56	
Tharani	Deepa	CEC	3	6		\$30.77	\$52.29
Torrey	Luz	CEC	2	6	\$60.02	\$30.01	
Williams	Frances	CEC	2	5	\$58.56		
Wilson	Robert	CEC	1	6	\$58.56	\$29.28	
Zamudio Galaviz	Maria	OEC	2	6		\$30.01	\$51.02

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
AUGUST 9, 2021**

CLASSIFIED*Revised Miscellaneous Pay Schedule**Attachment #1*Longevity Increment

Barker, Hillary Administrative Clerk/ Fire Tech./ SAC	Effective: August 1, 2021 Grade 10, Step 6 + 2.5%L \$66,971.96
Collins, Jeremy Technical Specialist III/ ITS	Effective: September 1, 2021 Grade 17, Step 6 + 7.5%L \$101,748.69
Gilson, Christine Library Tech II/ Library/ SCC	Effective: September 1, 2021 Grade 12, Step 6 + 6PG (3000) + 5%L \$78,478.03
Gunderson, Linda Financial Aid Computer Analyst/ Financial Aid/ SCC	Effective: September 1, 2021 Grade 13, Step 6 + 6PG (3000) + 5%L \$82,425.09
Marthell, Monique Student Program Specialist/ Continuing Ed./ OEC	Effective: July 1, 2021 Grade 10, Step 4 + 2.5%Bil + 7.5%L \$65,213.73
Nguyen, Mai Sr. Admissions & Records Spec./ Enrollment/ SCC	Effective: July 1, 2021 Grade 11, Step 6 + 2PG (1000) 2.5%L \$70,987.42
Nguyen, Trinity Science Lab. Coordinator/ Science & Math/ SCC	Effective: September 1, 2021 Grade 13, Step 5 + 8PG (3500) + 5%L \$70,108.27
Palmer, Jason Network Specialist III/ ITS	Effective: August 1, 2021 Grade 19, Step 6 + 7.5%L \$115,094.40
Recinos, Theresa Auxiliary Services Spec./ Admin. Services/ SAC	Effective: September 1, 2021 Grade 10, Step 6 + 5PG (2500) + 10%L \$74,372.35

Longevity Increment cont'd

Rivero, Claudia Admissions & Records Specialist III/ Enrollment/ SAC	Effective: August 1, 2021 Grade 10, Step 6 + 10%L \$71,872.35
Rodriguez, Ruth Sr. Interpreter/ DSPS/ SAC	Effective: July 1, 2021 Grade 20, Step 6 + 1PG (500) + 12.5%L \$129,091.85
Salas, Solomon Technical Specialist II/ ITS	Effective: July 1, 2021 Grade 15, Step 6 + 12.5%L \$94,663.41
Salcedo, Jose Publications Assistant/ Publications/ SAC	Effective: September 1, 2021 Grade 7, Step 6 + 10%L \$63,485.52
Sura, Alma Instructional Ctr. Tech./ Arts, Humanities & Soc. Sci./ SCC	Effective: August 1, 2021 Grade 7, Step 6 + 5PG (1750) + 5%L \$62,349.82
Tran, Melissa Sr. Accountant/ Admin. Services/ SAC	Effective: September 1, 2021 Grade 15, Step 6 + 3PG (1500) + 10%L \$94,059.78
Ward, Michael Applications Specialist III/ ITS	Effective: August 1, 2021 Grade 19, Step 6 + 2PG (1000) + 7.5%L \$116,094.40
White, Kathleen Sr. Accountant/ Admin. Services/ SAC	Effective: September 1, 2021 Grade 15, Step 6 + 10PG (5000) + 7.5%L \$95,456.14

Professional Growth Increments

Tran, Vinh Q. Technical Specialist I/ ITS	Effective: September 1, 2021 Grade 13, Step 6 + 5%SW + 7.5%L + 8PG (4000) \$89,098.31
Traslavina, Pilar Admissions & Records Tech. Spec./ Enrollment/ SAC	Effective: September 1, 2021 Grade 15, Step 6 + 2.5%L + 2PG (1000) \$87,248.88

Out of Class Assignment

Ammann, Renee
Administrative Secretary/Business &
Career Ed./SCC
Effective: 07/01/21 – 06/30/22
Grade 12, Step 4 \$65,184.48

Evans, Sabrina
Financial Aid Analyst/ SCC
Effective: 07/19/21 – 12/31/21
Grade 11, Step 2 \$56,127.65

Ramos, Michelle
Administrative Clerk/ Publications/ District
Effective: 07/27/21 – 12/31/21
Grade 10, Step 5 \$62,227.13

Tuon, Sophanareth
Custodial Supervisor/ SAC
Effective: 07/01/21 – 12/31/21
Grade O, Step 1 \$73,988.15
Supervisory

Return to Regular Assignment

Jaimes, Erica
Sr. Clerk/ Enrollment/ SCC
Effective: July 1, 2021
Grade 8, Step 6 + 2.5%L + 3PG (1500)
\$63,071.90

Change in Position

Gil, Darlene
From: Intermediate Clerk
To: Title IX Specialist (Reclass 1221)
Human Resources/ District
Effective: July 1, 2021
Grade 11, Step 1 \$53,462.99

Martin, Sheryl
Executive Secretary
From: Continuing Ed./ OEC
To: Student Services/ SCC
Effective: August 9, 2021
Grade 14, Step 6 + 7.5%L + 4PG (2000)
\$87,720.59

Change in Salary Placement

DeMaria, Steven
District Safety Officer/ District
Effective: August 23, 2021
Grade 9, Step 6 + 7.5%L + 5%SW
\$70,421.41
Change in Shift

Gamero, Jeanne
Sr. Clerk/ Communications Dispatcher/
District Safety
Effective: August 9, 2021
Grade 8, Step 6 + 5%SW \$63,073.67
Change in Shift

Change in Salary Placement cont'd

Herndon, Timothy Sr. District Safety Officer/ District	Effective: August 9, 2021 Grade 13, Step 6 + 2.5%L \$77,534.01 <i>Change in Shift</i>
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Leave of Absence

Campos, Ana Administrative Secretary/ Counseling/ SAC	Effective: 08/02/21 – 10/25/21 Reason: FMLA
Ishikawa, Junko International Student Prog. Spec./ SAC	Effective: 07/01/21 – 07/31/21 Reason: Non-Work Days for 11 Month Contract
Lopez, Sonia Financial Aid Techn./ SAC	Effective: 07/13/21 – 10/05/21 Reason: FMLA/Parental Leave
Rodriguez, Kandi Financial Aid Analyst/ SAC	Effective: 08/30/21 – 09/10/21 Reason: FMLA/Parental Leave- Intermittent
Vu, Sara Student Services Coord./ Counseling/ SAC	Effective: 07/06/21 – 08/19/21 Reason: Maternity Leave

Ratification of Resignation/Retirement

Kramer, Laura Special Project Specialist/ Counseling/ SCC	Effective: July 12, 2021 Reason: Resignation
Rabot, Irene Library Tech. II/ Library/ SAC	Effective: June 4, 2021 Reason: Resignation

CLASSIFIED HOURLY

Longevity Increment

Garcia, Jose A. Custodian/ Admin. Services/ SAC	Effective: July 1, 2021 Grade 4, Step A + 5%L \$20.43/Hour
Lehman, Kathleen Learning Facilitatory/ Learning Ctr./ SAC	Effective: June 1, 2021 Grade 8, Step A + 12.5%L \$25.31/Hour

Longevity Increment cont'd

Navarrete, Luz Instructional Assistant/ Continuing Ed./ CEC	Effective: September 1, 2021 Grade 5, Step A + 2.5%Bil + 2.5%L \$21.08/Hour
Ryou Choi, Joohee Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: September 1, 2021 Grade 8, Step A + 2.5%L \$23.06/Hour

Out of Class Assignment

Nieto, Vicente Sr. Custodian Utility Worker/ Ed. Services	Effective: 07/01/22 – 06/30/22
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Return to Regular Assignment

Plascencia, Ambar Intermediate Clerk/ Academic Affairs/ SAC	Effective: July 10, 2021 Grade 5, Step A \$20.08/Hour
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Ratification of Resignation/Retirement

Calzada, Juan Student Services Spec./ Student Services/ SAC	Effective: July 9, 2021 Reason: Resignation
Champion, Michael Instructional Assistant/ Science & Math/ SCC	Effective: July 16, 2021 Reason: Resignation
Gandarilla, Aurea Career Tech./ Counseling/ SAC	Effective: July 26, 2021 Reason: Resignation
Prochazka, Ana Instructional Assistant-DSPS/ Continuing Ed./ OEC	Effective: July 18, 2021 Reason: Resignation
Ramirez, Liliana Student Services Coord./ Student Services/ SCC	Effective: July 15, 2021 Reason: Resignation

TEMPORARY ASSIGNMENT

Short Term Assignment

Arlanzon Martinez, Shamir Custodian/ Admin. Services/ SCC	Effective: 08/10/21 – 06/30/22 Grade 4 \$19.44/Hour
Bravo, Johnny Custodian/ Admin. Services/ SCC	Effective: 08/10/21 – 06/30/22 Grade 4 \$19.44/Hour
Castaneda Reyes, Juan Custodian/ Admin. Services/ SCC	Effective: 08/10/21 – 06/30/22 Grade 4 \$19.44/Hour
Clarke, Kate Program Specialist/ Financial Aid/ SCC	Effective: 08/10/21 – 06/30/22 Grade 8 \$22.51/Hour
Dang, Van Instructional Assistant/ Science & Math/ SAC	Effective: 08/10/21 – 12/31/21 Grade 5 \$20.08/Hour
Fajardo, April Instructional Assistant/ Math & Science/SAC	Effective: 08/23/21 – 06/29/22 Grade 5 \$20.08/Hour
Gomez Vallejo, Hugo Custodian/ Admin. Services/ SCC	Effective: 08/10/21 – 06/30/22 Grade 4 \$19.44/Hour
Heidrich, Hanna Lifeguard/ Kinesiology/ SCC	Effective: 08/16/21 – 12/31/21 Grade 5 \$20.08/Hour
Maldonado, Catalina Admissions & Records Spec. II/ Enrollment/ SCC	Effective: 08/10/21 – 12/31/21 Grade 8 \$22.51/Hour
Mata, Alexandria Student Program Specialist/ Student Services/ SCC	Effective: 08/10/21 – 06/30/22 Grade 10 \$24.52/Hour
Ngo, Thu Instructional Assistant/ Science & Math/ SAC	Effective: 08/10/21 – 12/31/21 Grade 5 \$20.08/Hour
Nguyen, Thi Instructional Assistant/ Science & Math/ SAC	Effective: 08/23/21 – 06/30/22 Grade 5 \$20.08/Hour

Short Term Assignment cont'd

Pham, Hanh Instructional Assistant/ Math & Science/ SCC	Effective: 08/10/21 – 06/04/22 Grade 5 \$20.08/Hour
Ponce, Alejandra Counseling Assistant/ Counseling/ SAC	Effective: 08/10/21 – 06/30/22 Grade 5 \$20.08/Hour
Ramirez, Manuel Custodian/ Admin. Services/ SCC	Effective: 08/10/21 – 06/30/22 Grade 4 \$19.44/Hour
Rodil, Jessamine Learning Facilitator/ Humanities & Soc. Sci./SAC	Effective: 07/01/21 – 06/30/22 Grade 8 \$22.51/Hour
Taylor, Kyle Instructional Assistant/ Math & Science/ SAC	Effective: 08/23/21 – 06/30/22 Grade 5 \$20.08/Hour
Valenzuela, Edward Student Prog. Specialist/ Counseling/ SCC	Effective: 08/10/21 – 06/30/22 Grade 10 \$24.52/Hour
Vu, Michelle Counseling Assistant/ Counseling/ SAC	Effective: 08/10/21 – 06/30/22 Grade 5 \$20.08/Hour
West, Ryan Instructional Assistant/ Math & Science/ SCC	Effective: 08/16/21 – 12/11/21 Grade 5 \$20.08/Hour

Change in Temporary Assignment

Anlevo, Kelly Learning Facilitator/ Nursing/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8 \$22.51/Hour
Chen, Matthew Athletic Trainer/ Therapist/ Kinesiology/ SAC	Effective: 07/01/21 – 06/30/22 Grade 15 \$31.58/Hour
David, Aeron Learning Facilitator/ Nursing/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8 \$22.51/Hour
Diya, Courtney Learning Facilitator/ Nursing/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8 \$22.51/Hour

Change in Temporary Assignment cont'd

Machacon, Joshua Learning Facilitator/ Nursing/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8 \$22.51/Hour
Sandoval, Christopher Sr. Clerk/ Exec. Division/ SAC	Effective: 07/13/21 – 12/31/21 Grade 8 \$22.51/Hour
Tran, Ngoc General Office Clerk/ SBDC/ Ed. Services	Effective: 07/14/21 – 12/31/21 Grade 3 \$18.83/Hour
Vu, Janet Learning Facilitator/ Nursing/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8 \$22.51/Hour
Vu, Jennifer Learning Facilitator/ Nursing/ SAC	Effective: 07/01/21 – 06/30/22 Grade 8 \$22.51/Hour

Additional Hours for Ongoing Assignment

Aparicio, Ligia Student Services Spec./ Counseling/ SCC	Effective: 06/01/21 – 06/30/21 Not to exceed 19 consecutive days in any given period.
Bolainez, Elvis Cashier/ Business Operations/ SAC	Effective: 07/13/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Espinoza, Sandra Student Services Spec./ Student Services/ SAC	Effective: 07/19/21 – 12/31/21 Not to exceed 19 consecutive days in any given period.
Fantone, Calvin Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Garcia Sandoval, Reyna Intermediate Clerk/ Student Services/ SCC	Effective: 07/01/21 – 08/31/21 Not to exceed 19 consecutive days in any given period.
Herrera, Daniel Instructional Assistant/ Humanities & Soc. Sci./ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.

Additional Hours for Ongoing Assignment cont'd

Hollister, Deborah Cashier/ Business Operations/ SAC	Effective: 07/13/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Leanos, Natalia Instructional Ctr. Tech./ Humanities & Soc. Sci./ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Lopez Gomez, Valentin Custodian/ Admin. Services/ SCC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Medina La Rosa, Jorge Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 08/23/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Nihei, John Instructional Assistant/ Math & Sci./ SCC	Effective: 08/23/21 – 12/11/21 Not to exceed 19 consecutive days in any given period.
Ontiveros, Tara Student Services Spec./ Student Services/ SCC	Effective: 07/01/ 21 – 08/31/21 Not to exceed 19 consecutive days in any given period.
Phan, David Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Reyes, Gloria Student Services Spec./ Enrollment/ SCC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Rondil, Jessamine Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Rosales Rojas, Rogelio Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Ruesga, Claudia Instructional Assistant/ Humanities & Soc. Sci./ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.

Additional Hours for Ongoing Assignment cont'd

Ryou Choi, Joo Hee Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Silk, Jesse Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Urquidi, Anthony Learning Facilitator/ Humanities & Soc. Sci./ SAC	Effective: 07/01/21 – 06/30/22 Not to exceed 19 consecutive days in any given period.
Zuniga, Emilio Intermediate Clerk/ Student Services/ SAC	Effective: 07/26/21 - 09/30/21 Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Buck, Theresa Library Tech. II/ Library/ SCC	Effective: 07/19/21 – 08/20/21
Haggard, Max Research Analyst/ Ed. Services	Effective: 07/14/21 – 06/30/22
Marquez, Cristina Student Services Coord./ Business & Career Tech./ SCC	Effective: 07/06/21 – 06/30/22
Miller, Rebekah Student Prog. Spec./ Student Services/ SAC	Effective: 07/13/21 – 06/30/22
Ramirez, Manuel Custodian/ Admin. Services/ SCC	Effective: 07/19/21 – 06/30/22
Rodriguez, Maria Transfer Center Spec./ Counseling/ SCC	Effective: 07/06/21 – 06/30/22

MISCELLANEOUS POSITIONS

Boveia, Scott Scorekeeper/ Kinesiology/ SAC	Effective: 06/07/21 – 06/30/22
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MISCELLANEOUS POSITIONS cont'd

Giampi, Philip Business Expert Prof. II/ SBDC/ Ed. Services	Effective: 07/19/21 – 12/31/21
Gutierrez, Alyssa Coaching Assistant/ Kinesiology/ SAC	Effective: 07/26/21
Herman, Steve Announcer/ Kinesiology/ SAC	Effective: 06/07/21 – 06/30/22
Kim, Yongcheol Business Expert Prof. II/ Ed. Services	Effective: 07/01/21 – 12/31/21
Motan, Summer Child Dev. Intern I/ Ed. Services	Effective: 07/12/21
Osolind, Kirsten Business Expert Prof. II/ SBDC/ Ed. Services	Effective: 07/16/21 – 12/31/21
Quimzon, John Community Services Presenter/ Continuing Ed./ CEC	Effective: 07/12/21
Rudd, James Community Services Presenter/ Continuing Ed./ CEC	Effective: 06/10/21 – 06/30/21
Scott, Rachel Business Expert Prof. II/ SBDC/ Ed. Services	Effective: 07/19/21 – 12/31/21
Serrano, Viridiana Coaching Assistant/ Kinesiology/ SAC	Effective: 07/29/21
Stocks, Andrew Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 07/21/21 – 12/11/21
Velasquez, Anacari Presenter I/ Business & Career Tech./ SCC	Effective: 07/01/21 – 06/30/22

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Aguilar, Pedro	Effective:	07/12/21-06/30/22
De la Luz, Stephanie	Effective:	07/19/21-06/30/22
Derramadero, Daniela	Effective:	07/12/21-06/30/22
Frausto, Jesus A.	Effective:	07/23/21-06/30/22
Garcia, Alexander R.	Effective:	07/19/21-06/30/22
Gonzalez, Brenda S.	Effective:	07/13/21-06/30/22
Jimenez, Erika M.	Effective:	07/19/21-06/30/22
Salgado, Stephanie M.	Effective:	07/14/21-06/30/22

SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT LIST

Bruno, Esbeidy	Effective:	07/01/2021 – 06/30/2022
Casares, Andrew	Effective:	07/19/2021 – 06/30/2022
Espinoza, Nayla	Effective:	07/19/2021 – 06/30/2022
Gonzalez, Cindy	Effective:	07/01/2021 – 06/30/2022
Lara, Isabel	Effective:	07/06/2021 – 06/30/2022
Larios-Bautista, Jajaira	Effective:	07/01/2021 – 06/30/2022
Lievano-Magana, Melody	Effective:	07/01/2021 – 06/30/2022
Machta, Fares	Effective:	07/26/2021 – 06/30/2022
Motan, Summer	Effective:	07/01/2021 – 06/30/2022
Negrete, Maria	Effective:	07/12/2021 – 06/30/2022
Ngo, Thy	Effective:	07/01/2021 – 06/30/2022
Patel, Ali	Effective:	07/12/2021 – 06/30/2022
Raguse, James	Effective:	07/01/2021 – 06/30/2022
Reyes, Brenda	Effective:	07/01/2021 – 06/30/2022
Salazar, Jose Luis	Effective:	07/01/2021 – 06/30/2022
Sanchez, William	Effective:	07/12/2021 – 06/30/2022
Solis, Brianna	Effective:	07/01/2021 – 06/30/2022
Thurman, Brown Jr	Effective:	07/06/2021 – 06/30/2022
Tran, Tyler	Effective:	07/06/2021 – 06/30/2022

**HUMAN RESOURCES CLASSIFIED DOCKET
AUGUST 9, 2021**

				<i>Attachment #1</i>	
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT					
MISCELLANEOUS PAY SCHEDULE 2021-2022					
PROFESSIONAL EXPERTS:					
CHILD DEVELOPMENT					
Child Care Associate				(Effect: 7/1/2021)	\$15.00
Child Development Intern I				(Effect: 7/1/2021)	\$16.00
Child Development Center Associate Substitute Teacher				(Effect: 7/1/2021)	\$17.50
Child Development Center Substitute Teacher				(Effect: 7/1/2021)	\$20.00
COMMUNITY SERVICES					
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
CONTRACT EDUCATION					
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
INSTRUCTIONAL SUPPORT					
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
SMALL BUSINESS DEVELOPMENT CENTER					
	<i>Business Expert Professional</i>			<i>(Effect: 9/01/21)</i>	<i>\$50.00</i>
	<i>Business Expert Professional II</i>			<i>(Effect: 9/01/21)</i>	<i>\$55.00</i>
MISCELLANEOUS					
Clerical Assistant				(Effect: 7/1/2021)	\$15.00
Facility Planner I				(Effect: 10/30/18)	\$105.00
Facility Planner II				(Effect: 10/30/18)	\$165.00
Food Pantry Assistant				(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
Residential Assistant I				(Effect: 7/1/2021)	\$15.00
Residential Assistant II				(Effect: 7/1/2021)	\$16.00
Residential Assistant, Lead				(Effect: 4/17/19)	\$21.80
Site Director I				(Effect: 07/01/21)	\$55.00
Site Director II				(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
STUDENT WORKERS					
Student Assistant I				(Effect: 7/1/2021)	\$15.00
Student Assistant II				(Effect: 7/1/2021)	\$15.50
Board approved: 08/13/2021					

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: August 9, 2021
Re:	Approval of Medicare Enrollment for Eligible Retirees	
Action:	Request for Approval	

BACKGROUND

Currently, RSCCD allows Medicare eligible retirees and Medicare eligible spouses (Medicare eligible are those who are age 65 and older) to enroll in the same medical plans offered to active employees and early retirees (early retirees are those younger than 65). This practice called “blending” has created significant premium costs for RSCCD. To ensure the affordability, accessibility, and security of medical benefits for all RSCCD stakeholders it has been decided that transitioning Medicare eligible retirees into a Medigap plan allows RSCCD to meet its operational and financial objectives. Specifically, this transition would reduce both the total premium costs for medical benefits and the Other Postemployment Benefits (“OPEB”) liability held by RSCCD.

To accomplish this transition, it has been determined that beginning with open enrollment in 2022, all Medicare eligible retirees and Medicare eligible spouses should be required to enroll in a RSCCD sponsored MediGap plan.

The current MediGap plan sponsored by RSCCD is the CompanionCare plan which is a Blue Cross Medicare Supplement Plan.

Retirees covered under a MediGap plan may access medical services with any U.S. provider who accepts Medicare assignment. Members self-refer to any U.S. provider who accepts Medicare assignment and when the medical service is approved by Medicare, and the provider accepts Medicare assignment, the member cost share is zero.

ANALYSIS

The transition of all Medicare eligible retirees and Medicare eligible spouses will require the following three (3) steps:

- (i) **Mandate Enrollment in MediGap Plan:** This provides formal guidance to RSCCD retirees regarding the requirement for all retirees and spouses who are Medicare eligible to enroll in a MediGap plan that includes automatic enrollment in Part D beginning with open enrollment in 2022. Further, Medicare eligible retirees and their Medicare eligible spouse, shall receive a District sponsored Medigap plan and enrollment in Part D to the length and/or at the threshold as specified in the applicable collective bargaining agreements or Board Policy. Along with underlying Medicare Parts A, B and D, the Medigap plan will be designed to provide competitive coverage in alignment with the current District active plans.

- (ii) **Enrollment in Medicare Part A & Part B:** A requirement for enrollment in the MediGap plan is that the retiree have both Medicare Part A & Part B. Thus, all individuals who do not have both Part A & B will have an opportunity to enroll beginning January 1, 2022 – March 31, 2022. RSCCD will provide education and support for all retirees who need to enroll in either Part A or Part B.
- (iii) **Reimbursement of Penalties:** The late enrollment in Medicare Part A or Part B can trigger certain financial penalties that will be assessed against the retiree. To ensure the smoothness of the transition, the District will reimburse any penalties associated with late enrollment in Medicare Part B for eligible retirees. It is also the intent that reimbursement occur only to the length and/or at the threshold as specified in the applicable collective bargaining agreements or Board Policy. Medicare Part A, B, and D premiums will be paid by the retiree. Retirees Eligible for Reimbursement are those retirees that have retired prior to August 9th, 2021.

For all future retirees, they will be required to sign up for Medicare Part A & B and the MediGap plan based on the Medicare enrollment timeline, per the guidance provided by the Center for Medicare & Medicaid Services, as follows:

- Under Medicare’s Initial Enrollment Period regulation (IEP), those early retirees who are younger than age 65 upon retirement shall sign-up for Part A and B within the 7-month window beginning 3 months prior to the month they turn 65, the month they turn 65, and three months after.
- Under Medicare’s Special Enrollment Period regulation (SEP), retirees who are age 65 and older when retiring shall enroll in Medicare Part A and B no later than 8 months of their retirement date.

RECOMMENDATION

It is recommended that the Board approves:

- 1) that all Medicare eligible retirees and Medicare eligible spouses enroll in a Medigap plan as the RSCCD sponsored medical plan and;
- 2) the District agrees to reimburse Medicare Part B late penalties for employees who retired prior to August 9th, 2021.

Fiscal Impact: These actions would generate savings; the exact amount will be determined upon implementation.	Board Date: August 9, 2021
Prepared by: Cheng Yu Hou, Vice Chancellor, Human Resources	
Submitted by: Cheng Yu Hou, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

<u>ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES</u> <u>LEADERSHIP CONGRESS</u> San Diego, California – October 13-16, 2021	3 Board Members (Tina Arias Miller) (John Hanna) (Zeke Hernandez)
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