

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, September 23, 2019
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

Action

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of September 9, 2019

Action

1.6 Approval of Consent Calendar

Action

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

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
- 2.5 Report from Classified Representative
- 2.6 Reports from Academic Senate Presidents
- 2.7 Reports from Board Committee Chairpersons and Representatives of the Board
 - Board Policy Committee
 - Orange County Community Colleges Legislative Task Force

3.0 INSTRUCTION

- *3.1 Approval of Memorandum of Understanding (MOU) with Santa Ana Unified School District (SAUSD) Action

The administration recommends approval of the MOU with SAUSD as presented.
- *3.2 Approval of Standard Multi-Tenant Office Lease - Gross Lease with Santora Group LLC, a California Limited Liability Company and KET Glenoaks LLC, a California Limited Liability Company Action

The administration recommends approval of the standard multi-tenant office lease - gross lease with Santora Group LLC, a California limited liability company and KET Glenoaks, LLC, a California limited liability company located in Newport Beach, California, as presented.
- *3.3 Approval of RSCCD Professional Services Agreement with Gate Languages Action

The administration recommends approval of the RSCCD professional services agreement with Gate Languages located in Huntington Beach, California, as presented.
- *3.4 Approval of RSCCD Professional Services Agreement with The Treasury Creative Studios Action

The administration recommends approval of the RSCCD professional services agreement with The Treasury Creative Studios located in Orange, California, as presented.
- *3.5 Approval of Professional Services Agreement with Interact Communications, Inc. for Online Career Technical Education (CTE) Pathways Marketing Campaign Action

The administration recommends approval of the professional services agreement with Interact Communications, Inc. for an online CTE pathways marketing campaign as presented.

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *4.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers from July 1, 2019, to September 10, 2019.
- *4.3 Approval of 2018-2019 CCFS-311 Annual Budget and Financial Report, including Gann Appropriation Limit Action
The administration recommends approving the 2018-2019 CCFS-311 annual budget and financial report as presented pending any audit adjustments and establishing the District's 2019-2020 Gann Appropriations Limit in the amount of \$266,450,015.
- *4.4 Approval of Agreement with SVA Architects, Inc. for Architectural Services for Campus Entrance Improvements – Phase 1 Preliminary Schematic Design Phase at Santa Ana College (SAC) Action
The administration recommends approval of the agreement with SVA Architects, Inc. for architectural services for campus entrance improvements – Phase 1 preliminary schematic design phase at SAC as presented.
- *4.5 Approval of Surplus Property Action
The administration recommends approval of declaring the list of equipment as surplus property and utilizing The Liquidation Company to conduct an auction as presented.
- *4.6 Approval of Donation of Surplus Items Action
The administration recommends approval of the donation of surplus items to Orange Unified School District and Garden Grove Unified School District as presented.
- 4.7 Adoption of Resolution No. 19-21 for Conflict of Interest Code Action
The administration recommends adoption of Resolution No. 19-21 for Conflict of Interest Code as presented.
- *4.8 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period July 14, 2019, through August 17, 2019.

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

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- | | |
|--|-----------|
| - Nursing Program Support Grant (SAC) | \$207,358 |
| - Upward Bound – Math & Science Program – Year 3 (Santiago Canyon College [SCC]) | \$287,537 |
| - Upward Bound – Veterans Program – Year 3 (SAC) | \$287,537 |
- *5.2 Approval of Sub-Agreement between RSCCD and Orange County Business Council for Strong Workforce Program – Regional Funds Initiative Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.3 Approval of First Amendment to Sub-Agreement between RSCCD and Sonoma County Junior Community College District for Sector Navigator – Retail/Hospitality/Tourism Grant Action
The administration recommends approval of the first amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.4 Approval of Professional Services Agreement with Dan Watanabe for Sector Navigator – Information Communication Technology (ICT)/ Digital Media – Industry Sector Projects in Common Funded by Key Talent Administration and Sector Strategy Fiscal Agent Grant Action
The administration recommends approval of the professional services Agreement with Dan Watanabe and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.5 Approval of Agreement between RSCCD and Economic Modeling, LLC of Moscow, Idaho (“Emsi”) for Strong Workforce Program – Regional Funds Initiative Action
The administration recommends approval of the agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

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

- *5.6 Approval of Professional Services Agreement with Altrex Performance Solutions Action
The administration recommends approval of the professional services agreement with Altrex Performance Solutions and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- 5.7 Adoption of Resolution 19-22 for Support of Undocumented Students Week of Action October 14-18, 2019 Action
It is recommended that the board adopt Resolution No. 19-22 for Support of Undocumented Students Week of Action October 14-18, 2019.
- 5.8 Review of Santa Ana College and Santiago Canyon College Updated Priorities for Proposed Bond Information
It is recommended that the board review the SAC and SCC updated priorities for a proposed bond.
- 5.9 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. Classified Staff
 - d. Student Workers

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

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

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

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

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

4. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Tracie Green, Vice Chancellor, Human Resources
a. Chancellor Contract
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
6. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
Property: Centennial Education Center/Centennial Park
2900 W. Edinger Avenue, Santa Ana, California
Agency Negotiators: Marvin Martinez, Chancellor, Rancho Santiago Community College District
Negotiating Parties: City of Santa Ana
Under Negotiation: Price and Terms of Payment
7. Status of City of Santa Ana Police Department Investigation of Santa Ana College Incident (pursuant to Government Code 54957 [a])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Extensions of Interim/Short-term Assignment
- Ratification of Resignations/Retirements
- Approval of 2019-2020 CEFA Permanent Hourly Salary Schedule Effective August 12, 2019
- Approval of Beyond Contract/Overload & Summer Stipends
- Approval of Leaves of Absence
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record

6.2 Classified Personnel

Action

- Approval of New Appointments
- Approval of Professional Growth Increments
- Approval of Longevity Increments
- Approval of Out of Class Assignments

6.2 Classified Personnel (cont.)

- Approval of Changes in Salary Placement
- Ratification of Resignations/Retirements
- Approval of Short Term Assignments
- Approval of Changes in Temporary Assignments
- Approval of Additional Hours for Ongoing Assignment
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Approval of Services Agreement with NEOGOV

Action

It is recommended that the board approve the services agreement with NEOGOV as presented.

6.4 Approval of Fringe Benefit Providers for Calendar Year 2020

Action

It is recommended that the board approve the renewal of the insurance programs at the negotiated rates and authorization be given to the Chancellor or his designee to enter into appropriate agreements with the list of companies for the period of January 1, 2020, to December 31, 2020.

6.5 Authorization for Board Travel/Conferences

Action

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

7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on October 14, 2019, at Santiago Canyon College, 8045 E. Chapman Avenue, Room H-106, Orange, California.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)

2323 North Broadway, #107

Santa Ana, CA 92706

Board of Trustees

(Regular meeting)

Monday, September 9, 2019

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:43 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza and Mr. Theodore Moreno.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Yarbrough, President, Rancho Santiago Community College District Board of Trustees.

1.3 Introduction of New Faculty Members

Dr. Hernandez and Dr. Rose introduced the new faculty members and board members welcomed them to the Rancho family.

Mr. Hanna was in the building but not present for the vote on Item 1.4.

1.4 Adoption of Resolution No. 19-20 – Resolution Honoring First Responders in the Rancho Santiago Community College District

It was moved by Ms. Alvarez and seconded by Ms. Barrios to adopt Resolution No. 19-20 Honoring First Responders in the Rancho Santiago Community College District. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's vote was aye.

Mr. Hanna returned to the meeting at this time.

1.5 Recognition of First Responders in Commemoration of Anniversary of 9/11 Attacks

The board recognized Battalion Chief Craig Covey, Orange County Fire Authority; Corporal Alex Lopez, City of Santa Ana Police Department; Sergeant Jude King, City of Orange Police Department; Officer Nicholas Provencio (in absentia), City of Santa Ana Police Department; Keith Benjamin, Senior Armed District Safety Officer, Santa Ana College; Sergeant Ray Wert, District Safety and Security, Santa Ana College; Tiffany Tingirides, Senior Armed District Safety Officer, Santiago Canyon College; and Sergeant Mike Jensen, District Safety and Security, Santiago Canyon College.

In addition, the board recognized the First Responders from the City of Brea Fire Department, City of Costa Mesa Fire & Rescue, City of Costa Mesa Police Department, City of Fullerton Fire Department, Huntington Beach Fire Department, Orange County Fire Authority, City of Orange Fire Department, City of Orange Police Department, RSCCD Safety and Security Department, Santa Ana College Orange County Sheriff's Regional Training Academy, City of Santa Ana Police Department, and Santa Ana Unified School District Police Department in commemoration of the anniversary of the 9/11 attacks.

Mr. Yarbrough called a brief recess at 5:21 p.m.

The board reconvened at 5:24 p.m.

It was moved by Ms. Barrios and seconded by Ms. Alvarez to suspend the rules and consider Item 2.5 (Report from Classified Representative) at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

2.5 Report from Classified Representative

Ms. Cindy Partida, Student Services Coordinator, Santiago Canyon College, provided a report to the board.

1.6 Approval of Additions or Corrections to Agenda

It was moved by Mr. Labrado and seconded by Ms. Alvarez to approve an addendum for Item 6.2 (Classified Personnel). The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's advisory vote was aye.

1.7 Public Comment

There were no public comments.

1.8 Approval of Minutes

It was moved by Ms. Barrios and seconded by Ms. Mendoza to approve the minutes of the regular meeting held August 12, 2019. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

1.9 Approval of Consent Calendar

It was moved by Ms. Alvarez and seconded by Ms. Barrios to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

3.1 Approval of Standard Inter-Agency Instructional Services Agreement Renewal with California Narcotic Officers Association

The board approved the standard inter-agency instructional services agreement renewal with the California Narcotic Officers Association located in Valencia, California, as presented.

3.2 Approval of Educational Affiliation Agreement Renewal with Anaheim Union High School District

The board approved the educational affiliation agreement renewal with Anaheim Union High School District located in Anaheim, California, as presented.

3.3 Approval of Educational Affiliation Agreement Renewal with La Habra City School District

The board approved the educational affiliation agreement renewal with La Habra City School District located in La Habra, California, as presented.

3.4 Approval of Educational Affiliation Agreement Renewal with Dynamic Therapy Solutions, LLC

The board approved the educational affiliation agreement renewal with Dynamic Therapy Solutions, LLC located in Palmdale, California, as presented.

3.5 Approval of RSCCD Educational Services Agreement with City of Burbank

The board approved the educational services agreement with the City of Burbank, California, as presented.

3.6 Approval of Addendum #2 to Grand Canyon University and Santa Ana College (SAC) Concurrent Enrollment Program (CEP) Agreement

The board approved Addendum #2 to the Grand Canyon University and SAC CEP agreement with Grand Canyon University based in Phoenix, Arizona, as presented.

1.9 Approval of Consent Calendar (cont.)

3.7 Approval and Certification of Santa Ana College School of Continuing Education High School Diploma Program Graduates for 2018-2019

The board approved and certified the list of 2018-2019 high school program graduates for the SAC School of Continuing Education.

3.8 Approval and Certification of Santiago Canyon College (SCC) Division of Continuing Education Adult High School Diploma Program Graduate for 2018-2019

The board approved and certified the list of 2018-2019 adult high school program graduates for the SCC Division of Continuing Education.

3.10 Confirmation of Santiago Canyon College Associate Degrees and Certificates Awarded in Spring 2019

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

3.11 Approval of Renewal Agreement with Medical Billing Technologies, Inc.

The board approved the one-year renewal agreement with Medical Billing Technologies, Inc. as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Intrafund Transfers

The board approved the intrafund transfers from July 1, 2019, to August 27, 2019.

4.4 Approval of Amendment to Agreement with Facilities Planning & Program Services, Inc. for Planning and Project Management Services

The board approved the amendment to the agreement with Facilities Planning & Program Services, Inc. for planning and project management services as presented.

4.5 Approval of Change Order #1 for R Dependable Construction Inc. for Bid #1370 for Learning Resources Center (LRC) Drywall Repair at Santiago Canyon College

The board approved change order #1 for R Dependable Construction Inc. for Bid #1370 for LRC drywall repair at SCC as presented.

4.6 Acceptance of Completion of Bid #1370 for Learning Resources Center Drywall Repair at Santiago Canyon College and Approval of Recording a Notice of Completion

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

1.9 Approval of Consent Calendar (cont.)

4.7 Ratification of Agreement with Team Inspections for Project Inspector Services for Safety Department Portable Offices at Santiago Canyon College

The board ratified the agreement with Team Inspections for project inspector services for the Safety Department portable offices at SCC as presented.

4.8 Approval of Professional Services Agreement with The Scanning Company

The board approved the professional services agreement with The Scanning Company as presented.

4.9 Approval of Request for Proposal (RFP) #1351 for Satellite Coffee Cart Services

The board approved awarding RFP #1351 for satellite coffee cart services to Sheera LLC, DBA Sheera Express, as presented.

5.1 Approval of Resource Development Items

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

- California Virtual Campus – Online Education Initiative \$14,985
(CVC-OEI) (SAC)
- Equality Employment Opportunity (EEO) – Diversity \$45,000
Allocation Funds (District)

5.2 Approval of Appointment to Community College League of California (CCLC) Advisory Committee on Legislation (ACL)

The board approved Trustee Hanna's appointment to the CCLC Advisory Committee on Legislation during the 2019-2020 calendar year.

1.10 Public Hearing – 2019-2020 Proposed Adopted Budget

There were no public comments.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

- Dr. John Hernandez, President, Santiago Canyon College
- Dr. Linda Rose, President, Santa Ana College

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

2.3 Report from Student Trustee

Mr. Moreno provided a report to the board.

2.4 Reports from Student Presidents

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

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

2.5 Report from Classified Representative

This item was heard after Item 1.5 (Recognition of First Responders in Commemoration of Anniversary of 9/11 Attacks).

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 Informational Presentation on Budget

Mr. Hardash and Mr. Adam O'Connor provided a presentation on the budget to the board. Board members received clarification on items related to the budget from Mr. Hardash and Mr. O'Connor.

2.8 Informational Presentation on Santa Ana College and Santiago Canyon College Priorities for Proposed Bond

Dr. Hernandez and Dr. Rose provided a presentation on the priorities for a proposed bond to the board. Various staff, students, and faculty from their respective campuses spoke in support of priorities for a proposed bond. Board members received clarification on items related to the presentation from Dr. Hernandez and Dr. Rose.

3.0 INSTRUCTION

Items 3.1 through 3.8, 3.10 and 3.11 were approved as part of Item 1.9 (Consent Calendar).

3.9 Confirmation of Santa Ana College Bachelor of Science Degrees, Associate Degrees, and Certificates Awarded in Intersession 2019 and Spring 2019

It was moved by Ms. Alvarez and seconded by Ms. Mendoza to confirm the list of recipients of SAC Bachelor of Science degrees, associate degrees and certificates for Intersession 2019 and Spring 2019 as presented. Ms. Alvarez stated that 23 Bachelor of Science degrees were awarded and this was the first time students had received Bachelor of Science degrees at Santa Ana College. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's vote was aye.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, and 4.4 through 4.9 were approved as part of Item 1.9 (Consent Calendar).

4.3 Approval of 2019-2020 Adopted Budget

It was moved by Mr. Hernandez and seconded by Ms. Alvarez to approve the 2019-2020 Adopted Budget as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno's vote was aye.

5.0 GENERAL

Items 5.1 and 5.2 were approved as part of Item 1.9 (Consent Calendar).

5.3 Board Member Comments

Mr. Moreno expressed appreciation for those who spoke regarding bond priorities at their respective campuses and expressed his support of the bond priorities at each campus.

As a member of the Association of Community College Trustees (ACCT) Public Policy and Advocacy Committee, Mr. Yarbrough provided a report on the committee's September 6, 2019, meeting.

As a member of the Orange County Redevelopment Committee, Mr. Yarbrough provided a report on the committee's recent meeting.

Mr. Yarbrough asked that the answers to his question regarding transfer agreements with local colleges and universities be forwarded to him as soon as possible since he needs the information for a meeting on Wednesday.

RECESS TO CLOSED SESSION

The board convened into closed session at 9:49 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts

2. Public Employment: Chancellor (pursuant to Government Code Section 54957)

3. 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

4. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (2 cases)

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

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

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

7. Liability Claim (pursuant to Government Code Section 54956.95)
 - a. 1906368

Mr. Moreno left the meeting at this time.

RECONVENE

The board reconvened at 10:38 p.m.

Closed Session Report

Mr. Hernandez reported during closed session the board discussed public employment, existing litigation, anticipated/potential litigation, labor negotiations, public employee discipline/dismissal/release, and a liability claim; and the board took no reportable action.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Revised Job Descriptions/Title Changes
- Approve Employment Agreements
- Approve Appointments
- Approve Interim Assignments
- Approve Adjusted Final Salary Placements
- Approve FARSCCD Beyond Contract/Overload Hourly Step Increases Effective Fall 2019
- Approve FARSCCD Part-time/Hourly Step Increases Effective Fall 2019
- Approve CEFA Part-time/Hourly Step Increases Effective Fall 2019
- Approve Adjusted Workload Percentages for California State Teachers' Retirement System (CalSTRS) Reduced Workload Participant
- Ratify Resignations/Retirements
- Approve Banked Leaves of Absence
- Approve Final Salary Placements
- Approve 2019-2020 Contract Extension Days
- Approve Additional 2019-2020 Contract Extension Days
- Approve 2019-2020 Contract Stipends
- Rescind 2019-2020 Contract Stipends
- Rescind 2019-2020 Contract Extension Days
- Approve Beyond Contract/Overload Stipends
- Approve Column Changes
- Approve Column Change Corrections
- Approve Temporary Assignments
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Intern Services
- Approve Adjusted Non-paid Intern Service Start Dates

6.2 Classified Personnel

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

- Approve Changes in Grade
- Approve New Appointments
- Approve Hourly Ongoing to Contract Assignments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Changes in Position/Location
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Short Term Assignments
- Approve Changes in Temporary Assignment
- 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 Lists

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

It was moved by Ms. Alvarez and seconded by Ms. Barrios to approve the collective bargaining Agreement with RSCCD Continuing Education Faculty Association. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.4 Approval of First Amendment to Agreement for Claims Administrative Services

It was moved by Ms. Alvarez and seconded by Ms. Barrios to approve the first amendment to the Agreement for claims administrative services as presented. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.5 Rejection of Claim

It was moved by Ms. Alvarez and seconded by Ms. Barrios to authorize the chancellor or his designee to reject claim #1906368. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.6 Authorization for Board Travel/Conferences

It was moved by Ms. Alvarez and seconded by Ms. Barrios to authorize the submitted conference and travel by a board member. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.7 Adoption of Resolution No. 19-19 authorizing payment to Trustee Absent from Board Meetings

It was moved by Ms. Mendoza and seconded by Ms. Barrios to authorize payment to Zeke Hernandez for his absence from the August 12, 2019, board meeting due to illness. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on September 23, 2019.

There being no further business, Mr. Yarbrough declared the meeting adjourned at 10:40 p.m., in memory of former Santiago Canyon's College's Vice President of Academic Affairs, Mary Halvorson, who passed away on August 12, 2019.

Respectfully submitted,

Marvin Martinez, Chancellor

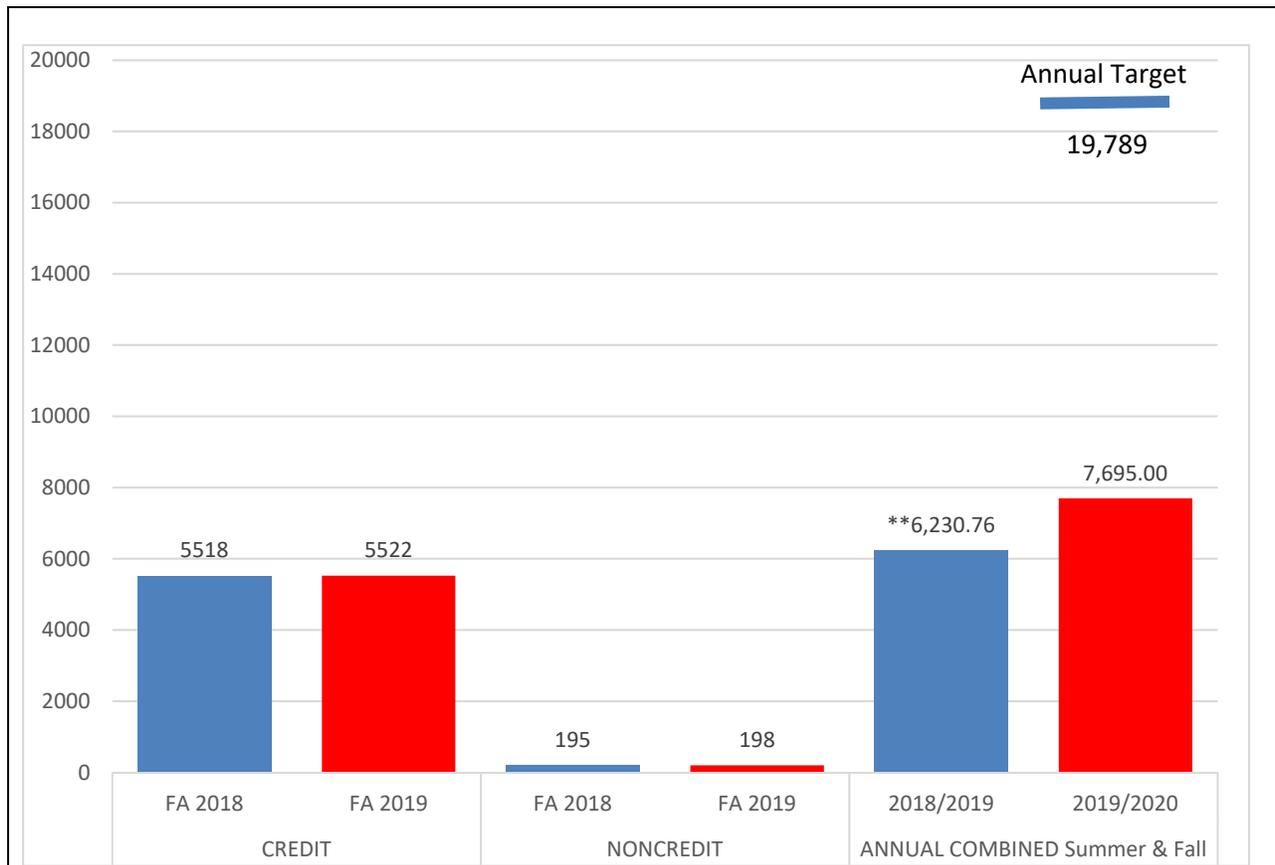
Approved: _____
Clerk of the Board

Minutes approved: September 23, 2019



SAC 2019/2020 Fall Enrollment Report

*Date: 09/05/19



FTES Target

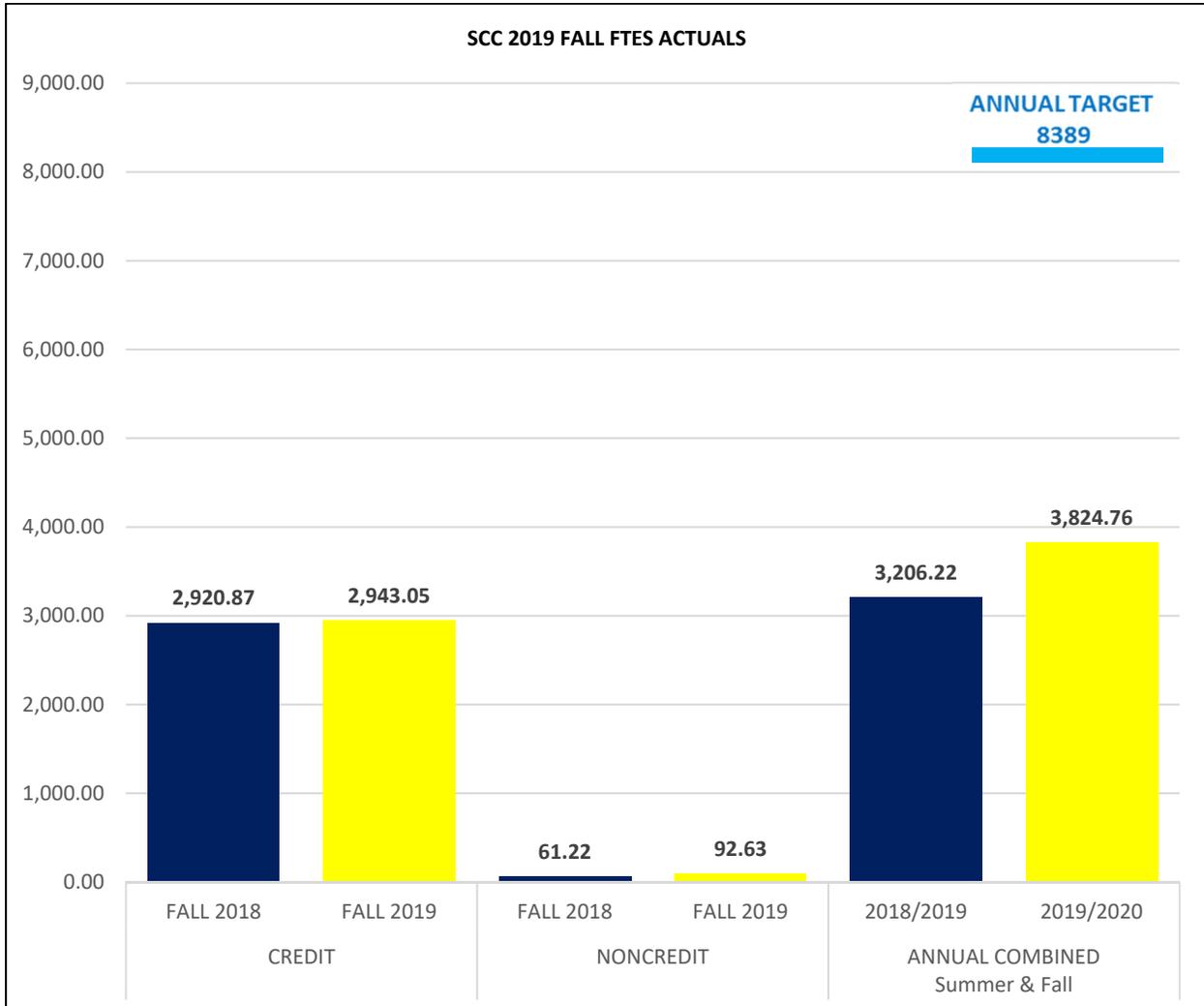
Terms	2019/2020	DIFF	PCT
Credit FA Target	6860.00		
Credit FA Projection	6860.00	0.00	0%
Noncredit FA Target	1683.00		
Noncredit FA Projection	1683.00	0.00	0%
Annual Target	19789.00		
Annual Projection	19789.00	0.00	0%

NOTES:

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

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

SCC 2019/2020 ENROLLMENT REPORT
9/9/2019



FTES TARGETS

TERMS	2019/2020	DIFF	PCT
Credit Fall Target	3015		
Credit Fall Projection	3015	0	0%
Noncredit Fall Target	420		
Noncredit Fall Projection	420	0	0%
Annual Target	8389		
Annual Projection	8389	0	0%

NOTES:

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

SOURCE: Executive Dashboard Report

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – School of Continuing Education

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of the Memorandum of Understanding with Santa Ana Unified School District	
Action:	Request for Approval	

BACKGROUND

Santa Ana College School of Continuing Education (SAC-SCE) and Santa Ana Unified School District (SAUSD) have a long-standing partnership to expand adult education opportunities to the community. Through this partnership, academic pathways are offered for adult learners through SAC-SCE at SAUSD facilities. This partnership increases facility utilization and improves access to adult education programs in the community.

ANALYSIS

This MOU formalizes a facility use agreement and provides funding for the 2019/2020 academic year to provide support to expand course offerings of noncredit classes at all 57 SAUSD Wellness Centers. The funding is provided through the California Adult Education Program and was approved by the Executive Committee of the Rancho Santiago Adult Education Consortium. The funding will provide for facility support needs, expanded childcare and provide instructional supplies to support course offerings. Through this partnership classes in ESL, Citizenship, Leadership (English and Spanish), GED/HiSet Test Preparation (English and Spanish) and computer skills will be offered at the SAUSD Wellness Centers.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Memorandum of Understanding with Santa Ana Unified School District, as presented.

Fiscal Impact:	\$100,000	Board Date: September 23, 2019
Prepared by:	James Kennedy, Ed.D., Vice President, SAC School of Continuing Education	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby entered into between the **Santa Ana Unified School District**, hereinafter referred to as “DISTRICT,” and Rancho Santiago Community College District, on behalf of Santa Ana College, hereinafter referred to as “PARTNER.”

The parties agree as follows:

1. **Services to be provided by PARTNER:** Partnership with the District to provide access and support to families and the community in their academic development and engagement opportunities. This includes, but is not limited to, ESL classes, technology, family events and career development. PARTNER will receive any and all State apportionment related to classes taught under this MOU.

2. **Term:** PARTNER shall commence providing services under this MOU on or after **9/24/2019 when signed by both parties** and will diligently perform as required and complete performance by **6/30/2020**.

3. **Compensation:** Funding for this agreement will not exceed the \$100,000 to the District as approved by the Rancho Santiago Adult Education Consortium. The funding criteria is identified in Exhibit 1 of this agreement.

4. **Expenses:** DISTRICT shall not be liable to PARTNER for any costs or expenses paid or incurred by PARTNER in performing services for DISTRICT. PARTNER shall not be liable to DISTRICT for any costs or expenses paid or incurred by DISTRICT that are not included in Exhibit 1 of this agreement.

5. **Independent Entity:** PARTNER, in the performance of this MOU, shall be and act as an independent entity. PARTNER understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which

DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. PARTNER assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this MOU. PARTNER shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to PARTNER's employees.

6. **Materials:** PARTNER shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this MOU that are not associated with the DISTRICT'S \$100,000 allocation identified in Exhibit 1.

7. **Metrics:** The DISTRICT and PARTNER will partake in monthly coordination meetings at mutually agreed upon times and dates to discuss the progress of the program. DISTRICT and PARTNER will also mutually establish criteria and process for ongoing program assessment/evaluation such as, but not limited to the district's assessment metrics and other state metrics [(Measures of Academic Progress – English, SBAC – 11th grade, Redesignation Rates, mutually developed rubric score/s, student attendance, and Social Emotional Learning (SEL) data)]. The DISTRICT and PARTNER will also engage in annual review of program content to ensure standards alignment that comply with DISTRICT approved coursework. The PARTNER will provide their impact data based upon these metrics.

8. **Termination:** DISTRICT may, at any time, with or without reason, terminate this MOU. Written notice by DISTRICT shall be sufficient to stop further performance of services by PARTNER. Notice shall be deemed given when received by the PARTNER or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this MOU upon giving of written notice of intention to terminate for cause. Cause shall include: (a) Either party may terminate this agreement with or without cause by giving thirty (30) days prior written notice to the other party of its intention to terminate; or (b) In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days prior notice of termination to the breaching party. If the breach is not cured, the Agreement shall terminate at the end of the 30-day period.

9. **Fingerprint Clearance:** Pursuant to Education Code Section 45125.1, PARTNER and its sub Partners shall ensure that all employees working with the Santa Ana Unified School District submit fingerprints to the California Department of Justice to screen for background clearance. PARTNER will ensure that each of its employees assigned to work at DISTRICT has been subject to a criminal background check, and that PARTNER has determined that each employee assigned to the DISTRICT: (a) has not been convicted of a felony, or misdemeanor involving any violent act, use or possession of a weapon; and (b) is otherwise fit to participate at DISTRICT based on such information; and upon request, PARTNER will provide DISTRICT with evidence that a criminal background check was performed prior to participation.

10. **Tuberculosis Examination:** PARTNER shall ensure that if there is to be contact with employees working with the Santa Ana Unified School District, a proper tuberculosis (TB) certificate of clearance will be provided to DISTRICT prior to commencing initial employment. PARTNER will ensure that sub PARTNERS will not place any person at a school without a valid TB certificate on file showing the employee was examined and found to be free from active tuberculosis, as defined in Education Code Section 49406.1 (a).

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

1. **Insurance carried by Partner:** Partner 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) Workers' Compensation insurance covering Partner'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.

(c) Partner will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to District.

2. 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) Workers' Compensation coverage for staff.

(c) District will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to Partner.

12. **Assignment:** The obligations of the PARTNER pursuant to this MOU shall not be assigned by the PARTNER.

13. **Compliance With Applicable Laws:** The services 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. PARTNER 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 PARTNER, PARTNER's business, equipment and personnel engaged in services covered by this MOU or accruing out of the performance of such services.

14. **Permits/Licenses:** PARTNER and all PARTNER'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 services pursuant to this MOU.

15. **Entire Agreement/Amendment:** This MOU 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, and may be amended only by a written amendment executed by both parties to the MOU.

16. **Nondiscrimination:** Both parties agree not to discriminate in the selection, placement or evaluation of any student or employment of persons because of race, ethnicity, national origin, religion, sex, marital status, age, disability, and/or medical condition.

17. **Non-Waiver:** The failure of DISTRICT or PARTNER to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this MOU, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

18. **Notice:** All notices or demands to be given under this MOU by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified 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 MOU, the addresses of the parties are as follows:

DISTRICT:

Santa Ana Unified School District
1601 E. Chestnut Ave.
Santa Ana, CA 92701

PARTNER:

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

19. **Severability:** If any term, condition or provision of this MOU 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
SAC-19-059

in any way.

20. **Attorney Fees/Costs:** Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

21. **Governing Law:** The terms and conditions of this MOU shall be governed by the laws of the State of California with venue in Orange County, California. This MOU is made in and shall be performed in Orange County, California.

22. **Exhibits:** This MOU incorporates by this reference, any exhibits, which are attached hereto and incorporated herein.

Exhibit 1

Goal

Expand adult education opportunities through a partnership with SAUSD Wellness Centers to offer academic pathways to the community.

Plan: Offer coordinated pathways to serve the community by offering a comprehensive programming that is regionally based to eliminate the barriers of transportation, childcare, and access to up to date instructional environments.

Timeline: Starting in Fall 2019 SAC-SCE will partner with SAUSD to begin programming with full implementation in the Spring 2020. Classes will be offered at SAUSD Wellness Centers in morning, afternoon and evening.

Programs and courses:

English as a Second Language (ESL) all levels:

Beginning Low Beginning High Intermediate Low Intermediate High Advanced Low Advanced High

Usually, lower levels are offered in the community. A placement test can be given to access the general level for a site.

Citizenship:

Provides basic knowledge and preparation for the United States citizenship process and naturalization test.

Leadership (English and Spanish options):

Introduces useful leadership skills. Students will increase their mastery of basic skills through intensive, interactive, student-centered activities designed to give hands-on training and experience on how to apply leadership techniques in the workplace, at home, school and the community. Focus includes: Team Work, Time Management, and Goal Setting Part 1 and Part 2 available.

GED/HiSET Test Preparation (English and Spanish):

Preparation to help students pass the GED or HiSET exam.

Computer Skills-

Navigating the Internet, Computer Basics, and Keyboarding as well as offering Career Development certificate programs.

Funding - \$100,000 for the 2019/2020 Academic Year

This funding would go to SAUSD to provide for childcare, outreach, supplies, security, custodial, and equipment. This directly addresses three of the barriers identified in the Regional Comprehensive plan including leveraging resources with partners to expand adult education opportunities, eliminating transportation as a barrier, and eliminating childcare as a barrier. SAUSD will invoice CAEP through Santa Ana College for its expenditures related to this project. The initial budget would be allocated as follows:

CAEP Wellness Center Project Budget \$100,000

- \$60,000 of funding for Instructional Supplies
 - Copies
 - Paper
 - Pens
 - Pencil
 - Instructional Materials
- \$20,000 of funding for Facilities
 - Custodial
 - Security
 - Childcare
- \$20,000 of funding for Marketing & Materials
 - Retention
 - Recruitment
 - Outreach

Changes in the identified funding can be approved by the Santa Ana College Vice President of Continuing Education in accordance with Rancho Santiago Adult Education Consortium guidelines. Overall funding shall not exceed \$100,000.

THIS MOU IS ENTERED INTO THIS UPON SIGNING OF THE AGREEMENT BY BOTH PARTIES.

DISTRICT:

PARTNER:

By:

By:

Signature

Signature

Jonathan Geiszler

Peter J. Hardash

Printed Name

Printed Name

Director of Purchasing

Vice Chancellor, Business Operations/Fiscal Services

Title

Title

Date Signed

Date Signed

* Risk Manager will review all insurance requirements for the District.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Fine and Performing Arts Division

To: Board of Trustees	Date: September 23, 2019
Re: Approval of Standard Multi-Tenant Office Lease – Gross lease with Santora Group LLC, a California limited liability company and KET Glenoaks LLC, a California limited liability company	
Action: Request for Approval	

BACKGROUND

Santa Ana College (SAC) Arts Gallery is a fully integrated part of the multi-pronged approach to art instruction provided by the SAC Art department: recruitment, access, training, successful transfer and professional career. Students are actively involved in exhibit design, preparation and installation. The exhibits include prominent artists from Los Angeles and Orange County, plus faculty and student art work from SAC and other community colleges, and outreach shows from local high schools. Through "The Santora Series" we have provided opportunity for SAC students to practice their performance skills with free music events, dance installations, poetry readings and fashion shows for the community. In the past, this space has been used for the Veterans Resource Center’s Soldiers to Scholars event, SAC retreats and for the Southern California Regional Fine Arts Deans Conference.

ANALYSIS

The Standard Multi-Tenant Office Lease - Gross lease with Santora Group LLC, a California limited liability company and KET Glenoaks LLC, a California limited liability company (“Santora Lease”) reflects a continuation for a five year term commencing July 1, 2019 and expiring June 30, 2024. The base rent will be \$2,200 per month through June 2022 and \$2,300 per month for the remainder of the term. The Santora Lease commenced on July 1, 2019 however, summer changes in the division and administrative review processes of the new lease delayed completion with appropriate signatures until recently.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Standard Multi-Tenant Office Lease – Gross lease with Santora Group LLC, a California limited liability company and KET Glenoaks LLC, a California limited liability company, located in Newport Beach, California, as presented.

Fiscal Impact:	\$2,200 per month through June 2022 and \$2,300 per month thereafter through June 30, 2024	Board Date: September 23, 2019
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Kellori Dower, Ed.D., Dean, Fine and Performing Arts Division	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	3.2 (1)

STANDARD MULTI-TENANT OFFICE LEASE - GROSS

1. Basic Provisions ("Basic Provisions").

1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only September 23, 2019, is made by and between Santora Group LLC, a California limited liability company and KET Glenoaks LLC, a California limited liability company ("**Lessor**") and Rancho Santiago Community College District on behalf of the Fine and Performing Arts Division at Santa Ana College ("**Lessee**"), (collectively the "**Parties**", or individually a "**Party**").

1.2: **Premises:** That certain portion of the Project (as defined below), known as Suite Number Q, Second floor, consisting of approximately 1,360 square feet ("**Premises**"). The Premises are located at: 207 N. Broadway, in the city of Santa Ana, County of Orange, State of California, with zip code 92701. In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 2.7 below) as hereinafter specified, but shall not have any rights to the roof, the exterior walls, the area above the dropped ceilings, or the utility raceways of the building containing the Premises ("**Building**"). The Premises, the Building, the Common Areas, the land upon which they are located, along with all other improvements thereon, are herein collectively referred to as the "**Project**." The Project consists of approximately 41,227 square feet. (See also Paragraph 2)

1.3 **Term:** Five (5) years ("Original Term") commencing July 1, 2019 ("**Commencement Date**") and ending June 30, 2024 ("**Expiration Date**"). (See also Paragraph 3)

1.4 Intentionally Deleted

1.5 **Base Rent:** July 1, 2019 - June 30, 2022.....\$2,200.00 per month
July 1, 2022 - June 30, 2024.....\$2,300.00 per month

The foregoing Base Rent ("**Base Rent**"), shall be payable on the First (1st) day of each month commencing July 1, 2019

1.6 **Lessee's Share of Operating Expense Increase:** None

1.7 **Base Rent and Other Monies Paid Upon Execution:**

- (a) **Base Rent:** \$0
- (b) **Security Deposit:** \$1,012.00 ("**Security Deposit**") (See also Paragraph 5)
- (c) **Other:** \$0
- (d) **Total Due Upon Execution of this Lease:** \$1,012.00

Lessor and Lessee agree that the Security Deposit of One Thousand Twelve and 00/100 Dollars (\$1,012.00) paid under the Original Lease shall be retained by Lessor to satisfy Lessee's Security Deposit under this Lease.

1.8 **Agreed Use:** Student exhibition, classroom, general office (See also Paragraph 6)

1.9 **Base Year; Insuring Party.** The Base Year is N/A. Lessor is the "**Insuring Party**". (See also Paragraphs 4.2 and 8)

1.10 **Real Estate Brokers:** None

1.11 **Guarantor.** None

1.12 **Business Hours for the Building:** 7:00 a.m. to 11:00 p.m., Mondays through Fridays (except Building Holidays) and 7:00 a.m. to 11:00 p.m. on Saturdays (except Building Holidays). "**Building Holidays**" shall mean the dates of observation of New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1.13 **Lessor Supplied Services.** Notwithstanding the provisions of Paragraph 11.1, Lessor is NOT obligated to provide the following within the Premises:

- Janitorial services
- Electricity
- Other (specify): _____

1.14 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- An Addendum consisting of Paragraphs _____ through _____;
- a plot plan depicting the Premises;
- a current set of the Rules and Regulations;
- a Work Letter;
- a janitorial schedule;
- other (specify) _____

2. Premises.

2.1. **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and not subject to adjustment should the actual size be determined to be different. Note: **Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver the Premises to Lessee in a clean condition on the Commencement Date or the Early Possession Date, whichever first occurs ("**Start Date**"), and warrants that the existing electrical, plumbing, fire sprinkler (if any), lighting, heating, ventilating and air conditioning systems ("**HVAC**"), and all other items which the Lessor is obligated to construct pursuant to the Work Letter attached hereto, if any, other than those constructed by Lessee, shall be in good operating condition on said date, and that the structural elements of the roof, bearing walls and foundation of the Building shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law.

2.3 **Compliance.** Lessor warrants to the best of its knowledge that the improvements comprising the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") in effect on the Start Date. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the zoning and other Applicable Requirements are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same. If the Applicable requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Premises ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to nonvoluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that (a) it has been given an opportunity to inspect and measure the Premises, (b) Lessee has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems (if any), security, environmental aspects, and compliance with Applicable Requirements), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date, Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** The Building has no parking.

2.7 **Common Areas - Definition.** The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided and designated by the Lessor from time to time for the general nonexclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including, but not limited to common entrances, lobbies, corridors, stairwells, public restrooms, elevators, and trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the nonexclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or other such person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and shall

use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of the lobbies, windows, stairways, air shafts, elevators, escalators, restrooms, driveways, entrances, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof, and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3

3.2 Intentionally Deleted

3.3 **Delay in Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 Intentionally Deleted

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States on or before the day on which it is due, without offset or deduction (except as specifically permitted in this Lease). All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during the Term and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs, obstructs or annoys occupants of, or causes damage to, neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements of the Building, will not adversely affect the mechanical, electrical, HVAC, and other systems of the Building, and/or will not affect the exterior appearance of the Building. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use. Further, notwithstanding anything provided in this Lease, Lessee shall not:

(a) display or sell merchandise or allow carts or other similar devices owned by or within the control of Lessee to be stored or to remain outside the defined exterior walls and permanent doorways of the Premises, nor solicit business in any of the Common Areas in any manner,

(b) place or install any security or courier boxes or similar facilities on the exterior of the walls of the Building or anywhere in the Building,

(c) install any exterior lighting, amplifiers or similar devices, or use in or about the Premises or in the Building any advertising medium or device which may be heard or seen outside the Premises, such as flashing lights, searchlights, loudspeakers, phonographs or radio broadcasts,

(d) place, install or operate any vending machines or video, pinball, mechanical, electrical or similar games in the Premises or the Building, unless expressly permitted in writing by Lessor. Lessor may withhold permission in its sole and absolute discretion),

(e) install any machinery or equipment which causes moisture, odor or vibration to such a degree as to be objectionable to Lessor (in Lessor's sole discretion) or to any other lessees of the Building (as determined by Lessor, in its sole discretion),

(f) overload any utility system servicing the Premises or the Building, or overload any floor, ceiling or any other part of the Premises or the Building, or any portion thereof. Lessor, in its sole and absolute discretion, may direct and control the location of safes, vaults and all other heavy articles, including stored merchandise and other property, and Lessor may require supplemental supports of any such property as Lessor may deem necessary to properly distribute the weight in any portion of the Premises or the Building, all at Lessee's sole expense, (including expenses for structural review and engineering).

(g) install or affix or place any sign, antenna or any other item to or on the roof of the building in which the Premises is located (or anywhere else in the Building).

(h) keep, use, sell or offer for sale or take any action in or upon the Premises anything which may be prohibited by any insurance policy in force from time to time covering the Premises or the Building. If (i) the occupancy of the Premises; (ii) the conduct of business in the Premises; (iii) the sale of any merchandise from or on the Premises (whether or not Lessor has consented to the sale of such merchandise); or (iv) any acts or omissions of Lessee in the Premises or Building, causes or results in any increase in premiums for the insurance carried from time to time by Lessor with respect to any portion of the Building, Lessee shall pay 100% of any such increase in premiums, as additional rent, promptly after invoices for such additional premiums are provided by Lessor. In determining whether increased premiums are caused by or result from the use or occupancy of the Premises, or the sale of any article therein or therefrom, or any act or conduct of Lessee or any other matter described above, a schedule issued by the organization computing the insurance rate on the Building showing the various components of such rate shall be conclusive evidence of the several items and charges which make up such rate.

(i) take any action, including (but not limited to) conducting any business or selling any merchandise or otherwise taking any action, that would conflict with, violate, or otherwise be inconsistent with (i) the exclusive rights previously granted to other occupants of the Building or (ii) any other exclusive rights granted after the date of this Lease that do not materially impact the ability of Lessee to operate its core business.

Further, Lessee shall make certain that the Premises shall have a neat and attractive appearance at all times, and without limiting the foregoing, Lessee shall promptly comply with all Lessor directives regarding all items of personal property, fixtures and equipment, including displays of merchandise located in the interior of the Premises within five (5) feet of Lessee's storefront or windows. Lessee shall also comply with the Rules and Regulations attached hereto.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute of common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, byproducts or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice to be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use such as ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1 (e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice or termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the Premises, without regard to whether said requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times, after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1e) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.** Lessee shall be responsible for payment of the cost thereof to Lessor as additional rent for that portion of the cost of any maintenance and repair of the Premises, or any equipment (wherever located) that serves only Lessee or the Premises, to the extent such cost is attributable to abuse or misuse. In addition, Lessee rather than the Lessor shall be responsible for the cost of painting, repairing or replacing wall coverings, and to repair or replace any similar improvements within the Premises. Lessor may, at its option, upon reasonable notice, elect to have Lessee perform any particular such maintenance or repairs the cost of which is otherwise Lessee's responsibility hereunder.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 4.2 (Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, fire alarm and/or smoke detection systems, fire hydrants, and the Common Areas. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air lines, vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, and plumbing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing any damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Prohibition.** **LESSEE ACKNOWLEDGES THAT THE BUILDING IS A HISTORICAL BUILDING AND, THEREFORE, NOTWITHSTANDING ANYTHING OTHERWISE PROVIDED IN THIS LEASE, LESSEE IS STRICTLY PROHIBITED FROM MAKING ANY ALTERATIONS OR UTILITY INSTALLATIONS. IN ADDITION, LESSEE IS STRICTLY PROHIBITED FROM MAKING ANY MODIFICATIONS TO EXISTING WOOD FLOORING, OR INSTALLING TRADE FIXTURES OR OTHERWISE ATTACHING ANYTHING TO THE BRICK WALLS OF THE PREMISES, EXCEPT THAT LESSEE MAY HANG ART OR PICTURES ON THE INTERIOR DRYWALL OF THE PREMISES (BUT NOT ON THE BRICK WALLS) USING ORDINARY ART HOOKS THAT MAKE THE SMALLEST POSSIBLE PENETRATION INTO THE DRYWALL.**

Lessee's Initials: _____

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof.

If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee Owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Insurance Premiums. The cost of the premiums for the insurance policies maintained by Lessor pursuant to paragraph 8 are included as Operating Expenses (see paragraph 4.2 (c)(iv)). Said costs shall include increases in the premiums resulting from additional coverage related to requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. Said costs shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. If the Project was not insured for the entirety of the Base Year, then the base premium shall be the lowest annual premium reasonably obtainable for the required insurance as of the Start Date, assuming the most nominal use possible of the Building and/or Project. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Building and/or Project. The amount of such insurance shall be equal to the full insurable replacement cost of the Building and/or Project, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value Insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a "Waiver of Subrogation" endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of Insurance or copy of the policy required by paragraph 8.5.

(c) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 10 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of the Lease, whichever is less. If either party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "**Replacement Cost**" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "**Hazardous Substance Condition**" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$5,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days

following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definitions. As used herein, the term "**Real Property Taxes**" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. "**Real Property Taxes**" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 Payment of Taxes. Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 Additional Improvements. Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee, shall, however, pay to Lessor at the time Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of the Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 Joint Assessment. If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

10.5 Personal Property Taxes. Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services.

11.1 **Services Provided by Lessor.** Lessor shall provide heating, ventilation, air conditioning, reasonable amounts of electricity for normal lighting and office machines, water for reasonable lavatory use in connection with an office, and replacement light bulbs and/or fluorescent tubes and ballasts for standard overhead fixtures. Lessor shall also provide janitorial services to the Common Areas 5 times per week, excluding Building Holidays. Lessor shall not be required to provide janitorial services to the Premises.

11.2 **Services Exclusive to Lessee.** Lessee shall pay for all water, gas, light, power, telephone and other utilities and services specially or exclusively supplied and/or metered exclusively to the Premises or to Lessee, together with any taxes thereon. If a service is deleted by Paragraph 1.13 and such service is not separately metered to the Premises, Lessee shall pay at Lessor's option, either Lessee's Share or a reasonable proportion to be determined by Lessor of all charges for such jointly metered service.

11.3 **Hours of Service.** Said services and utilities shall be provided during times set forth in Paragraph 1.12. Utilities and services required at other times shall be subject to advance request and reimbursement by Lessee to Lessor of the cost thereof.

11.4 **Excess Usage by Lessee.** Lessee shall not make connection to the utilities except by or through existing outlets and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to security and trash services, over standard office usage for the Project. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of a breach of this subparagraph by Lessee. Lessor may, in its sole discretion, install at Lessee's expense supplemental equipment and/or separate metering applicable to Lessee's excess usage or loading.

11.5 **Interruptions.** There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent, which consent may be withheld by Lessor in Lessor's sole and absolute discretion. Without limiting the restrictions above, for the purpose of this Lease, the term "sublet" includes allowing (voluntarily or involuntarily) any other individual or entity (including any artist) to occupy, work in, display artworks in, or otherwise use in any manner whatsoever, any part of the Premises for any period of time whatsoever, all of which is strictly prohibited without Lessor's prior written consent, which consent may be withheld by Lessor in Lessor's sole and absolute discretion.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent in Lessor's sole and absolute discretion. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including, but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36).

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee of any Option granted to the original Lessee. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to

perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to atton to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor, which consent Lessor may withhold in its sole and absolute discretion.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent, which may be withheld by Lessor in its sole and absolute discretion.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 4.1, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b) or (c), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days, provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph

3.2 (11)

13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, or the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**", shall be deemed conditioned upon Lessee's full and faithful performance of all the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by Law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Premises are taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Intentionally Deleted.**

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association or other form selected by Lessor ("**Estoppel Certificate**"), plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Project, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No Waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

Intentionally Deleted.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any

offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Lessor may not place any sign on the exterior of the Building that covers any of the windows of the Premises. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Termination of Original Lease.** Lessor and Lessee acknowledge that Lessee currently occupies the Premises under an existing lease between Lessee and Santora Partners, L.L.C., predecessor-in-interest to Landlord dated July 1, 2004, which lease may have been amended from time to time (the "Original Lease"). The term of the Original Lease shall terminate automatically and without further action of the parties, effective as of June 30, 2019.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. Intentionally Deleted

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties. In the event, however, that Lessor should elect to provide security services, then the cost thereof shall be an Operating Expense.

41. **Reservations.**

(a) Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessor may also: change the name, address or title of the Building or Project upon at least 90 days prior written notice; provide and install, at Lessee's expense, Building standard graphics on the door of the Premises and such portions of the Common Areas as Lessor shall reasonably deem appropriate; grant to any lessee the exclusive right to conduct any business as long as such exclusive right does not conflict with any rights expressly given herein; and to place such signs, notices or displays as Lessor reasonably deems necessary or advisable upon the roof, exterior of the Building or the Project or on signs in the Common Areas. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights. The obstruction of Lessee's view, air, or light by any structure erected in the vicinity of the Building, whether by Lessor or third parties, shall in no way affect this Lease or impose any liability upon Lessor.

(b) Lessor also reserves the right to move Lessee to other space of comparable size in the Building or Project. Lessor must provide at least 45 days prior written notice of such move, and the new space must contain improvements of comparable quality to those contained within the Premises. Lessor shall pay the reasonable out of pocket costs that Lessee incurs with regard to such relocation, including the expenses of moving and necessary stationary revision costs. In no event, however, shall Lessor be required to pay an amount in excess of two months Base Rent. Lessee may not be relocated more than once during the term of this Lease.

(c) Lessee shall not: (i) use a representation (photographic or otherwise) of the Building or Project or their name(s) in connection with Lessee's business; or (ii) suffer or permit anyone, except in emergency, to go upon the roof of the Building.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable nonmonetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial.** **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises: have not undergone an inspection by a Certified Access Specialist (CASp). have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Civ. Code 1938 requires that the following statement be included in leases where the Premises have not been issued a disability access inspection certificate: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." The parties hereby mutually agree that if a CASp inspection of the Premises is required by Lessee or performed at the request of Lessee, (a) Lessee shall be solely responsible for paying for any fees associated with the inspection, (b) Lessee shall be solely responsible for paying the costs of making any repairs necessary to correct any violations of construction-related accessibility standards within the Premises, and (c) the foregoing agreement specifically rebuts any presumption that Landlord is responsible for making any repairs or modifications necessary to correct violations of construction-related accessibility standards noted in a CASp report pursuant to subdivision (c) of Civ. Code 1938.

(b) Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OF RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. **SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**
2. **RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING AND SIZE OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.**

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures

Executed at: _____
On: _____

By LESSOR:

Santora Group LLC, a California
limited liability company

By: _____
Jack Jakosky, Manager

KET Glenoaks LLC, a California limited
liability company

By: _____
Kaye Tucker, Managing Member

Address: 503 32nd Street, #200
Newport Beach, CA 92663
Telephone: (949) 673-0500
Facsimile: (949) 673-2258
Email: jack@jakoskyprop.com
Federal ID No. 46-3797274

Executed at: _____
On: _____

By LESSEE:

Rancho Santiago Community College District on behalf
of the Fine and Performing Arts Division at Santa Ana College

By: _____
Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Address: Rancho Santiago Community College District
Attn: Candi Easter
2323 N. Broadway
Santa Ana, CA 92706
Telephone: (714 480 7356)
Facsimile: (_____) _____
Email: Easter_Candi@rsccd.edu

Federal ID No. _____

RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Dated: _____

By and Between: Santora Group LLC and KET Glenoaks LLC ("Lessor") and Rancho Santiago Community College District on behalf of the Fine and Performing Arts Division at Santa Ana College ("Lessee")

RULES AND REGULATIONS

1. All deliveries, loading, unloading and other services to the Premises shall be done in the areas and through the entrances designated for such purposes by Lessor. Lessee shall use its best efforts to complete, or cause to be completed, all deliveries, loading, unloading and services to the Premises prior to 10:00 a.m. of each day. Lessee shall not permit or cause delivery trucks or other vehicles servicing the Premises to park or stand in front of, or at the rear of, the Building at any time from 10:00 a.m. to 9:00 p.m. of each day.
2. No person shall use any utility area, truck facility or other area reserved for use in connection with the conduct of business except for the specific purpose for which permission to use such area is given.
3. Employees of Lessee shall only use that portion the Common Areas designated for employee parking, if any.
4. Neither Lessee nor any of its employees, agents, representatives, invitees or licensees shall, or shall authorize anyone else to, do any of the following in any portion of the Building:
 - (a) Vend, peddle or solicit orders for the sale or distribution of any merchandise, devices, services, periodicals, book pamphlets or other matters whatsoever;
 - (b) Distribute any merchandise, device, advertisement, circular, periodical, book, pamphlet, handbill, placard or other material;
 - (d) Exhibit or display any sign, advertisement, placard, banner, sticker, notice, handbill or other written material;
 - (e) Solicit membership in any organization, group or association or solicit contribution for any purpose;
 - (f) Parade, patrol, picket, demonstrate or engage in any conduct that might tend to interfere with or impede the use of any portion of the Common Areas by Lessor, or any other lessees or occupants of the Building or their respective employees, agents, representatives, contractors, invitees, or licensees, or create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any business establishment within the Building;
 - (g) Use any portion of the Common Areas for any purpose whatsoever except as expressly authorized by the Lease or pursuant to the prior written consent of the Lessor, or use any portion of the Common Areas for any purpose (even including purposes related to the operation of business in the Premises) when the Premises are not open for business or open to employees in connection with the conduct of business;
 - (h) Throw, discard, litter or deposit any paper, glass, refuse, rubbish, trash or extraneous matter of any kind within the Building, except in designated receptacles, or otherwise create a potential hazard or dangerous condition of any kind;
 - (i) Deface, damage, demolish or remove any approved sign, light standard or fixture, landscaping material or other improvement(s) situated within the Building;
 - (j) Obstruct any portion of the Common Areas. In particular, sidewalks and entrances shall not be obstructed or used by Lessee for any purpose other than ingress and egress.
5. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by Lessee to the satisfaction of Lessor, and Lessee shall not place or permit any obstructions or merchandise in such areas.
6. The plumbing facilities in the Building shall not be used for any purpose other than that for which they were constructed, and no foreign substances of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Lessee, who shall, or whose employees, agents, representatives, invitees or licensees shall, have caused it.
7. No portion of the Premises shall be used for lodging purposes or manufacturing.
8. Neither Lessee nor any employee, agent, representative, invitee or licensee of Lessee shall go upon the roof of any portion of the Building.
9. No awnings or other projections shall be attached to the outside walls of the Premises or the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises. Neither the interior nor the exterior of any windows shall be coated or otherwise sunscreened.
10. No sign, advertisement, placard, banner, sticker, notice or handbill shall be exhibited, distributed,
11. No birds or animals of any kind shall be brought into or kept in or about the Premises.

12. No cooking shall be done or be permitted in the Premises, except that the preparation of coffee, tea, hot chocolate or similar items for Lessee and its employees shall be permitted.
13. Lessee shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighbors or those having business with them. Lessee shall not make or cause, or permit others to make or cause, any sounds, including but not limited to music, that may be heard outside the Premises.
14. Neither Lessee, nor any employee, agent, representative, invitee, or licensee of Lessee, shall at any time bring or keep upon the Premises any explosive substance of any kind.
15. No parking whatsoever is permitted in the Common Areas or the Building.
16. Lessor shall have the right to prohibit advertising by Lessee which, in the Lessor's business judgment, tends to impair the reputation of the Building or its desirability. Upon written notice from Lessor, Lessee shall immediately discontinue such advertising.
17. Lessee shall be responsible for all of Lessee's employees, agents, representatives, licensees, invitees and shall be liable to the Lessor for all acts of such persons including, without limitation, such persons' non-compliance with these rules and regulations.
18. In cases of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in Lessor's reasonable business judgment, Lessor reserves the right, without any abatement of rent, to require (but Lessor shall have no obligation to require) all persons to vacate the Building and to prevent access to the Building during the continuance of same, for the safety of the Lessee and its employees, agents, representatives, invitees and licensees and the protection of the Building.
19. The scheduling of Lessee move-ins shall be subject to the reasonable discretion of Lessor.
20. Lessee shall not perform any inspection, service or repairs on any vehicles.
21. Lessee shall not alter any lock or install new or additional locks or bolts.
22. Lessee shall not deface the walls, partitions or other surfaces of the Premises or the Building.
23. Lessee shall not suffer or permit anything in or around the Premises or the Building that causes excessive vibration or floor loading.
24. Furniture, significant freight and equipment shall be moved into or out of the Building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Building arising from such activity.
25. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
26. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
27. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in the Premises or the Building.
28. Lessee shall not use any method of heating or air-conditioning other than as provided by Lessor.
29. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
30. Lessee assumes all risks from theft or vandalism and agrees to keep the Premises locked as may be required.
31. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building holidays, and on other days between the hours of 6:00 pm. and 8:00 a.m. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened.
32. Lessor reserves the right to waive any of these rules and regulations, and/or as to any particular lessee, and any such waive shall not constitute a waiver or any other rule or regulation or any subsequent application thereof to such lessee.
33. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the operation and safety of the Building and its occupancy. Lessee agrees to bide by these and such other rules and regulations.
34. Parties, events and other similar gatherings are strictly prohibited, and alcohol may not be brought to the Building or the Premises.

Wherever Lessor's consent is required, Lessor may withhold such consent in Lessor's sole discretion. In the event of any violation of the foregoing rules and regulations by Lessee, Lessor may, without prior notice, remove or stop same without any liability, and may charge the expense incurred with respect to such removal or stoppage to Lessee.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Community Services Program**

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with Gate Languages	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College Community Services Program will partner with Gate Languages to offer classes to both children and adults. Course offerings under the Rancho Santiago Community College District Professional Services Agreement with Gate Languages (“Gate PSA”) include, but are not limited to Spanish for Fun, Cooking Up Cultures, Spanish for Beginners and Intermediate Spanish for Healthcare Professionals and Spanish for Justice Administration. The term of the Gate PSA will be effective from the day of execution of the Gate PSA through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Gate Languages, located in Huntington Beach, California, as presented.

Fiscal Impact:	\$5,000 annually (estimated net income after expenses)	Board Date: September 23, 2019
Prepared by:	James Kennedy, Ed.D., Vice President, SAC School of Continuing Education Lithia Williams, Community Services Program Coordinator II	
Submitted by:	Linda D. Rose, Ed.D., 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 and Gate Languages, having its principal business address located at 18700 Beach Blvd Suite 850 Huntington Beach, CA 92648 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. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, 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. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. 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.
 - C. Breach: 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 \$15,000 Dollars) ("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. 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).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of

cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an

operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

Copy to: Rancho Santiago Community College District
Santa Ana College Community Services Program
1530 W 17th St., #S203 Santa Ana, CA 92706-3398

Contractor: **Patricia Valenzuela**
18700 Beach Blvd Suite 250
Huntington Beach, CA 92648

A Party may change its/his/her designated representative and/or address for the purpose of receiving notices and

communications under this Agreement by notifying the other Party of the change in writing and in the manner described in this Section.

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

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

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

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

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

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

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

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

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

for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

34. 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.

- 35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: Patricia Valenzuela

Print Title: Community Services Contractor

Date: 9/24/2019

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.

COURSE DESCRIPTION:

Patricia Valenzuela of Gate Languages will schedule instructors, expert in their field to teach language courses to children, ages 5 -14 and Adults ranging from beginners to advanced business-oriented fluency. Such courses include but not limited to Spanish for Fun, Cooking Up Cultures, Spanish for Beginners and Intermediate, Spanish for Healthcare Professionals and Spanish for Justice Administration

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: An hourly rate of \$35 per hour will be paid for services rendered from student enrollment, upon completion of each course for which this agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of tests, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. The Contractor is responsible for their own taxes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Community Services Program**

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with The Treasury Creative Studios	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers courses that are not for credit and designed for a specific audience or particular need. These courses are shorter in duration and do not require lengthy preparation or rigorous testing. From creative arts and financial management to computer software and travel tours, these classes are available to the community for a fee. The flexibility of this program allows additions and replacement of classes that have the most cost-effective impact on the program and the community.

ANALYSIS

The Santa Ana College Community Services Program will partner with The Treasury Creative Studios to offer classes to both children and adults. Course offerings under the Rancho Community College District Professional Services Agreement with The Treasury Creative Studios (“Creative PSA”) include, but are not limited to Mini Succulent Planters, Ceramic Fortune Cookies and Adult Introductory Pottery on the Wheel. The term of this Creative PSA will be effective from the day of execution of the Creative PSA through June 30, 2024.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Rancho Community College District Professional Services Agreement with The Treasury Creative Studios, located in Orange, California, as presented.

Fiscal Impact:	\$3000 annually (estimated net income after expenses)	Board Date: September 23, 2019
Prepared by:	James Kennedy, Ed.D., Vice President, SAC School of Continuing Education Lithia Williams, Community Services Program Coordinator II	
Submitted by:	Linda D. Rose, Ed.D., 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 and The Treasury Creative Studios, having its principal business address located at 422 Almond Ave, Orange CA 92866 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. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including June 30, 2024, 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. **Mutual:** District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - B. 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.
 - C. **Breach:** 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 \$15,000 Dollars) ("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. 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).
- c. Workers' Compensation insurance. This coverage is required unless Contractor provides written verification it has no employees. Coverage must be at least as broad as that which is required by the State of California, with Statutory Limits. Contractor must also maintain Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

- Contractor agrees to name District, District’s Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies).
- The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of

cancellation.

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District ("Confidential Information"). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District's policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital

education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. **IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.**

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

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

District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

Copy to: Rancho Santiago Community College District
Santa Ana College Community Services Program
1530 W 17th St., #S203 Santa Ana, CA 92706-3398

Contractor: **Amy Sargeant/The Treasury Creative Studios**
422 Almond Ave
Orange, CA 92866

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

34. 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](#).

- 35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

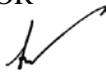
BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:  _____
Signature of Authorized Person

Print Name: Amy Sargeant

Print Title: Community Services Contractor

Date: 9/24/2019

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.

COURSE DESCRIPTION:

Amy Sargeant of The Treasury Creative Studios is an expert in her field teaching various ceramics based art workshops including but not limited to Mini Succulent Planters, Ceramic Fortune Cookies and Adult Introductory Pottery on the Wheel.

The Contractor agrees to provide services at the times, dates and locations as specified in the Presenter Schedule.

Pay Rate: A 6% administrative fee deducted from the gross income prior to the standard split of 50/50, with 50% of the net income payable to the contractor less payroll deductions, upon completion of instruction for which this Agreement is executed. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of test, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. Contractors are responsible for their own taxes.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of a Professional Services Agreement with Interact Communications, Inc. for an Online Career Technical Education (CTE) Pathways Marketing Campaign	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD), on behalf of Santiago Canyon College (SCC) was awarded \$500,000 through a California Community College Chancellor’s Office grant titled “Improving Online CTE Pathways Grant Program.” The grant is for a 12 month period, July 1, 2019 through June 30, 2020 and has several objectives, including:

- Increase the number of online course offerings of five (5) Career Technical Education (CTE) credit programs (Real Estate, Water Utility, Business Information Worker, Supervision, and Human Resource Management) and three (3) noncredit programs (Digital Marketing, Home-Based Business, and Healthcare Support Worker)
- Increase the quality of the above online courses/programs
- Increase the enrollment of the above online courses/programs, the number of course completers and the number of certificate earners.

To assist with meeting the objectives, \$125,000 has been allocated to promote and market the above eight (8) online programs. As such, on behalf of SCC, RSCCD seeks to enter into a Professional Services Agreement with Interact Communications, Inc. to launch a marketing campaign to increase program awareness through various mediums for the purpose of recruiting students into the programs. The attached agreement describes the scope of work, cost of services, and deliverables.

ANALYSIS

SCC will work with Interact Communications to implement a nine (9) month marketing campaign to increase student enrollment into SCC’s online CTE courses and programs that are part of the Improving Online CTE Pathways Grant Program.

RECOMMENDATION

It is recommended that the Board of Trustees approve the professional services agreement with Interact Communications, Inc. for an Online CTE Pathways Marketing Campaign as presented.

Fiscal Impact:	\$125,000 (Grant Funds)	Board Date: September 23, 2019
Prepared by:	Christine Gascon, Executive Director, CAEP Jose Vargas, Vice President, Continuing Education	
Submitted by:	John C. Hernandez, Ph.D., President	
Recommended by:	Marvin Martinez, Chancellor	



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706, on behalf of Santiago Canyon College Career Education and Interact Communications, Inc., having its principal business address located at 502 Main Street, 3rd Floor, La Crosse, WI 50461 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 September 24, 2019, whichever is later, and shall continue in full force and effect thereafter until and including June 24, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed ONE HUNDRED AND TWENTY-FIVE THOUSAND Dollars (\$125,000) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB)

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

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

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

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

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

fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. District claims no right to any pre-existing work product of Contractor provided to District by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for District use only.

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
OEC-CWPC
Chrissy Gascon, Executive Director
1572 N Main Street
Orange, CA 92867

Contractor: Interact Communications, Inc. ATTN: Cheryl Broom
502 Main Street, 3rd Floor
La Crosse, WI 54601

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

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

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

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

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

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

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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.

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

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

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

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

1. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility

33. Gift Ban Policy. The District has a Gift Ban Policy ([BP 3821](#)) that states that no person who is doing business with or soliciting business from the District shall make any gift to any designated employee who, by virtue of his District employment, could make a governmental decision, participate in making a

governmental decision, or use his or her official position to influence a governmental decision regarding the pending business of the donor, or who has done any of the above during the twelve (12) months preceding the donation. It is Contractor's responsibility to be aware of this policy and to comply with this policy. The complete policy can be found on the District's [website](#).

34. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __ Cheryl Broom

Print Title: __ President

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.

STATEMENT OF WORK

1. Digital Marketing Services

Interact Communications uses a certified media buyer to place your media budget and will conduct a complete and thorough analysis of the best media vehicles in a marketplace to reach your target audience in the most cost-effective manner. Interact will advise the college on appropriate advertising and marketing opportunities that will help communicate the Santiago Canyon College career education online programs message to your targeted audiences. We also will provide advice on other related communication, advertising and public relations matters, as requested.

Interact Communications will provide ongoing return on investment (ROI) information that specifically demonstrates the effectiveness of every facet of the digital ad strategy, including click-through rates, gross rating points and online engagement (websites, broadcast and social media). The ROI data will be provided regularly in an easy-to-understand, easy-to-access manner and include comparisons to industry standards/expectations in each media. Interact charges a 10% media buying fee, which is 5% less than industry average.

Our recommended digital vehicles include:

- **Search Engine Marketing:** Budget will be focused on winning keyword searches and search engines that are generating conversions for Career Education online programs. What happens post-click – after someone lands the website – did they call, enroll or fill out a form? We will use technology to allocate the budget towards keywords and search engines that drive conversions from the web site. This technology has achieved one of the highest average Google AdWords Quality Scores in North America and meets Google's high standards for creating, managing and optimizing Google AdWords campaigns.
- **Social Media:** Interact is on the cutting edge of innovative online marketing techniques that keep college messaging in the public eye. Interact Communications has extensive experience purchasing social media advertising, particularly on Facebook and Instagram. We can target by demographics, location, behavior and personal email addresses that are linked to accounts.
- **YouTube Pre-Roll Ads:** We will deliver micro-targeted video ad campaigns through programmatic buying. We leverage technology to precisely segment audiences and select channels for reaching them with video ads. We go way beyond traditional demographics to target criteria such as location, context, devices/mobile, recent online activity through browsing and search, time of day, frequency, retargeting and more. The software we use allows us to set up targeting based on online search behavior, demographics, age, gender, location, topics of interest and behavior.
- **Mobile Geofencing:** We will use the most precise location-based targeting available to identify users who come within just a few miles of any specified location. By tagging users immediately when they enter your geofence, we can target them for 30 days after with your advertising banner ads on their mobile devices. This is the most advanced location-based mobile advertising technology that targets people in specific geographic areas. It is meant to aggregate smartphone users whose GPS signals have entered a fence that we have drawn based on the specific addresses you have provided. We then deliver them ads, not only while they are in the fence, but also for up to 30 days after they have left the fence.

- Digital Retargeting: Once you drive traffic to your website or campaign landing page, our custom pixel codes will enable advertising to follow your potential students around the Internet as they browse to their favorite sites. This will create an ongoing, smart campaign that ensures you get maximum impressions to an audience that has already expressed interest in your college.

Timing: Year-round

Role of the College

- Santiago Canyon College will need to grant Interact access to its Facebook and Instagram accounts, in order to serve advertising to potential students via social media channels.
- Santiago Canyon College will need to post videos used for advertising on its YouTube channel and provide Interact the link for the marketing campaign.
- Santiago Canyon College will need to design all ads to the specifications of each advertising platform. Interact Communications will assist with digital ad creation, if contracted to do so.
- Santiago Canyon College will need to provide geofencing locations and approve keyword groups.

2. Creative Services

Interact Communications will develop, write, and design collateral for a digital campaign to promote Santiago Canyon College. Interact will work with Santiago Canyon College to incorporate the college's original photography. All collateral development includes two rounds of revisions. Our recommendation is to create the following digital collateral:

- Facebook (4) • Instagram (2)
- Retargeting Ads (4)
- YouTube Retargeting Ads (2) • Geofencing Digital Ads (4)
- Keyword Search Retargeting Ads (10) (2 sets, 5 sizes)
- Authentic narration videos (3)*

Interact Communications has perfected the art of interviewing your students and faculty and then editing their words into a powerful, authentic narration. Nothing is worse in a recruitment video than people reading their lines. Nothing is better than the real people telling their stories. Authentic narration is how we make videos TRUE. Interact Communications will create 30-second "YouTube" style video that could be used in a paid social media campaign or shared online.

*Travel is included in this quote, as long as filming occurs over an agreed pre-scheduled period. This video filming trip will be combined with a video filming trip for Santiago Canyon College. In total, the college and the consortium will have five videos created, which qualifies for a 25% discount. Additional travel would occur based upon an agreed upon schedule between the Interact and the college or consortium at an additional cost. Closed Captioning is included and proofed for YouTube use. Specialized animations and translations (subtitles) are not included and will be priced per request.

3. Applied Not Enrolled Email Campaign Proposal Overview: We will identify individuals who have already had an interaction with Santiago Canyon College's Career Education Online programs. These population groups would include applicants who completed an application but never enrolled and/or former students who never completed. By reaching out directly to these populations, we will contact individuals who already have a vested interest in the college and who are more likely to engage via an email campaign. Furthermore, these lists can be used in our YouTube and Geofencing campaigns to boost the reach and also to continuously get in front of potential students.

Role of the College:

- The role of the college will be to provide Interact Communications with weekly email lists, beginning five

weeks prior to the start of Spring 2020 semester, of individuals who have not yet enrolled for Spring 2020 classes and those students who have completed an application and been accepted but have failed to register.

- Santiago Canyon College will provide Interact with a URL for the campaign. Role of Interact Communications:
 - Interact Communications will develop four individual emails. The College will have one round of revisions to the emails.
 - Interact Communications will send all emails on behalf of Santiago Canyon College and will monitor any responses and send to the appropriate parties at the college.
 - Interact Communications will integrate the email lists into the social media campaigns to ensure that students who see the emails also see paid advertisements online. This “CRM” advertising requires a campaign minimum spend.
 - If Santiago Canyon College has integrated retargeting, Interact Communications will ensure the retargeting pixel is sent to the college for placement on the website.
 - Interact Communications will provide weekly tracking of the campaign plus a final campaign summary.
- Design services will occur in October 2019 for approval by Santiago Canyon College.

FEE SCHEDULE

Cost Discount Total

1. Digital Marketing Services TOTAL: \$97,625

Digital media buy, to be billed at contract signing \$88,750
 10% Digital buying fee (5% discount included) \$8,875

2. Digital Design Services TOTAL: \$19,875

Creation of 28 pieces of digital collateral \$3,000
 Creation of 3 authentic narration 30-second videos,
 travel costs included, 1 round of edits (25% discount included*) \$16,875

3. Failure to Enroll Campaign TOTAL: \$7,500

Email campaign: design, dissemination and tracking \$7,500

Total Cost \$125,000

Rancho Santiago Comm Coll District

Board Meeting of 09/23/19

AP0025

Bank Code: 1A, 1B, 1C, 1R, 1S, 1T

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 08/28/19 Thru 09/10/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1A1908531	SAC Diversified Agency Fund	4,213.03	1,288.72	2,924.31	1A*0001925	1A*0001934
1A1909107	SAC Diversified Agency Fund	2,295.07	0.00	2,295.07	1A*0001935	1A*0001936
Total 1A SAC Diversified Agency Fund		<u><u>\$6,508.10</u></u>	<u><u>\$1,288.72</u></u>	<u><u>\$5,219.38</u></u>		

Checks Written for Period 08/28/19 Thru 09/10/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1B1909107	SAC Bookstore Fund	315,301.19	110,496.88	204,804.31	1B*0001998	1B*0002019
Total 1B SAC Bookstore Fund		<u><u>\$315,301.19</u></u>	<u><u>\$110,496.88</u></u>	<u><u>\$204,804.31</u></u>		

Checks Written for Period 08/28/19 Thru 09/10/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1C1908531	SAC Community Education Fund	9,657.70	0.00	9,657.70	1C*0001176	1C*0001178
1C1909210	SAC Community Education Fund	7,388.67	0.00	7,388.67	1C*0001179	1C*0001187
Total 1C SAC Community Education Fund		<u><u>\$17,046.37</u></u>	<u><u>\$0.00</u></u>	<u><u>\$17,046.37</u></u>		

Checks Written for Period 08/28/19 Thru 09/10/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S1908531	SAC Associated Students Fund	401.93	0.00	401.93	1S*0001502	1S*0001503
1S1909107	SAC Associated Students Fund	1,604.38	0.00	1,604.38	1S*0001504	1S*0001505
Total 1S SAC Associated Students Fund		<u>\$2,006.31</u>	<u>\$0.00</u>	<u>\$2,006.31</u>		

Checks Written for Period 08/28/19 Thru 09/10/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
1T1908531	SAC Diversified Trust Fund	27,839.06	9,229.00	18,610.06	1T*0001633	1T*0001652
1T1909107	SAC Diversified Trust Fund	1,017.92	0.00	1,017.92	1T*0001653	1T*0001655
1T1909210	SAC Diversified Trust Fund	1,000.00	400.00	600.00	1T*0001656	1T*0001658
Total 1T SAC Diversified Trust Fund		<u><u>\$29,856.98</u></u>	<u><u>\$9,629.00</u></u>	<u><u>\$20,227.98</u></u>		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	5,219.38
Total Fund 1B SAC Bookstore Fund	204,804.31
Total Fund 1C SAC Community Education Fu	17,046.37
Total Fund 1S SAC Associated Students Fun	2,006.31
Total Fund 1T SAC Diversified Trust Fund	20,227.98
Grand Total:	<u><u>\$249,304.35</u></u>

Checks Written for Period 08/28/19 Thru 09/10/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2A1908531	SCC Diversified Agency Fund	706.35	0.00	706.35	2A*0001508	2A*0001511
2A1909107	SCC Diversified Agency Fund	1,120.32	298.32	822.00	2A*0001512	2A*0001518
2A1909210	SCC Diversified Agency Fund	548.32	0.00	548.32	2A*0001519	2A*0001520
Total 2A SCC Diversified Agency Fund		<u><u>\$2,374.99</u></u>	<u><u>\$298.32</u></u>	<u><u>\$2,076.67</u></u>		

Checks Written for Period 08/28/19 Thru 09/10/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2B1908531	SCC Bookstore Fund	1,625.31	0.00	1,625.31	2B*0001814	2B*0001814
2B1909107	SCC Bookstore Fund	22,690.27	0.00	22,690.27	2B*0001815	2B*0001830
2B1909210	SCC Bookstore Fund	6,201.78	0.00	6,201.78	2B*0001831	2B*0001834
Total 2B SCC Bookstore Fund		<u><u>\$30,517.36</u></u>	<u><u>\$0.00</u></u>	<u><u>\$30,517.36</u></u>		

Checks Written for Period 08/28/19 Thru 09/10/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2C1908531	SCC Community Education Fund	456.67	0.00	456.67	2C*0001127	2C*0001128
2C1909107	SCC Community Education Fund	9,384.00	0.00	9,384.00	2C*0001129	2C*0001134
2C1909210	SCC Community Education Fund	49.00	49.00	0.00	2C*0001135	2C*0001135
Total 2C SCC Community Education Fund		<u>\$9,889.67</u>	<u>\$49.00</u>	<u>\$9,840.67</u>		

Checks Written for Period 08/28/19 Thru 09/10/19

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
2R1909210	SCC Represenation Fee Fund	5,875.40	0.00	5,875.40	2R*0001018	2R*0001020
Total 2R SCC Represenation Fee Fund		<u>5,875.40</u>	<u>0.00</u>	<u>5,875.40</u>		

Checks Written for Period 08/28/19 Thru 09/10/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S1908531	SCC Associated Students Fund	965.36	0.00	965.36	2S*0001321	2S*0001322
2S1909107	SCC Associated Students Fund	601.99	0.00	601.99	2S*0001323	2S*0001326
Total 2S SCC Associated Students Fund		<u>\$1,567.35</u>	<u>\$0.00</u>	<u>\$1,567.35</u>		

Checks Written for Period 08/28/19 Thru 09/10/19

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T1908531	SCC Diversified Trust Fund	1,912.77	0.00	1,912.77	2T*0001304	2T*0001306
2T1909107	SCC Diversified Trust Fund	5,601.86	2,420.38	3,181.48	2T*0001307	2T*0001317
2T1909210	SCC Diversified Trust Fund	107.04	0.00	107.04	2T*0001318	2T*0001319
Total 2T SCC Diversified Trust Fund		<u>\$7,621.67</u>	<u>\$2,420.38</u>	<u>\$5,201.29</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	2,076.67
Total Fund 2B SCC Bookstore Fund	30,517.36
Total Fund 2C SCC Community Education Fu	9,840.67
Total Fund 2R SCC Represenation Fee Fund	5,875.40
Total Fund 2S SCC Associated Students Fun	1,567.35
Total Fund 2T SCC Diversified Trust Fund	5,201.29
Grand Total:	<u><u>\$55,078.74</u></u>

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67734	General Fund Unrestricted	24,422.64	0.00	24,422.64	92*0525179	92*0525201
67735	General Fund Unrestricted	31,857.01	0.00	31,857.01	92*0525203	92*0525231
67738	General Fund Unrestricted	592.34	0.00	592.34	92*0525237	92*0525242
67744	General Fund Unrestricted	83,945.37	0.00	83,945.37	92*0525294	92*0525340
67745	General Fund Unrestricted	32,312.58	0.00	32,312.58	92*0525342	92*0525390
67746	General Fund Unrestricted	2,306,594.00	0.00	2,306,594.00	92*0525394	92*0525437
67747	General Fund Unrestricted	1,000.00	0.00	1,000.00	92*0525442	92*0525442
67751	General Fund Unrestricted	28,318.15	0.00	28,318.15	92*0525452	92*0525500
67754	General Fund Unrestricted	1,174.75	0.00	1,174.75	92*0525504	92*0525513
67756	General Fund Unrestricted	22,777.38	0.00	22,777.38	92*0525517	92*0525537
67757	General Fund Unrestricted	24,949.67	0.00	24,949.67	92*0525553	92*0525581
Total Fund 11 General Fund Unrestricted		\$2,557,943.89	\$0.00	\$2,557,943.89		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67734	General Fund Restricted	9,532.65	216.69	9,315.96	92*0525182	92*0525198
67735	General Fund Restricted	42,014.91	0.00	42,014.91	92*0525202	92*0525230
67738	General Fund Restricted	3,149,794.58	0.00	3,149,794.58	92*0525235	92*0525268
67739	General Fund Restricted	800.00	0.00	800.00	92*0525269	92*0525269
67744	General Fund Restricted	1,829,716.03	0.00	1,829,716.03	92*0525293	92*0525327
67745	General Fund Restricted	25,539.18	0.00	25,539.18	92*0525341	92*0525384
67746	General Fund Restricted	25,744.21	0.00	25,744.21	92*0525391	92*0525441
67751	General Fund Restricted	765,462.10	0.00	765,462.10	92*0525450	92*0525501
67756	General Fund Restricted	1,372,827.34	0.00	1,372,827.34	92*0525520	92*0525551
67757	General Fund Restricted	56,043.49	0.00	56,043.49	92*0525552	92*0525580
67758	General Fund Restricted	174.14	0.00	174.14	92*0525582	92*0525582
Total Fund 12 General Fund Restricted		\$7,277,648.63	\$216.69	\$7,277,431.94		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67738	GF Unrestricted One-Time Func	30,368.00	0.00	30,368.00	92*0525261	92*0525261
67745	GF Unrestricted One-Time Func	74.46	0.00	74.46	92*0525389	92*0525389
67746	GF Unrestricted One-Time Func	1,043.66	0.00	1,043.66	92*0525430	92*0525433
67751	GF Unrestricted One-Time Func	1,136.02	0.00	1,136.02	92*0525472	92*0525476
67756	General Fund Unrestricted	3,310.84	0.00	3,310.84	92*0525519	92*0525550
67757	GF Unrestricted One-Time Func	985.49	0.00	985.49	92*0525560	92*0525575
Total Fund 13 GF Unrestricted One-Time		\$36,918.47	\$0.00	\$36,918.47		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67531	Child Development Fund	0.00	108.29	-108.29	92*0522643	92*0522643
67646	Child Development Fund	0.00	50.00	-50.00	92*0524170	92*0524170
67729	Child Development Fund	17,036.88	0.00	17,036.88	92*0525164	92*0525167
67736	Child Development Fund	973.02	0.00	973.02	92*0525232	92*0525232
67740	Child Development Fund	15,524.80	0.00	15,524.80	92*0525270	92*0525286
67748	Child Development Fund	187.10	0.00	187.10	92*0525443	92*0525446
67752	Child Development Fund	102.99	0.00	102.99	92*0525502	92*0525502
67755	Child Development Fund	5,328.09	0.00	5,328.09	92*0525514	92*0525516
Total Fund 33 Child Development Fund		<u>\$39,152.88</u>	<u>\$158.29</u>	<u>\$38,994.59</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67693	Capital Outlay Projects Fund	0.00	58,425.00	-58,425.00	92*0524741	92*0524741
67730	Capital Outlay Projects Fund	4,946.71	0.00	4,946.71	92*0525168	92*0525171
67741	Capital Outlay Projects Fund	73,793.15	0.00	73,793.15	92*0525287	92*0525290
67749	Capital Outlay Projects Fund	39.23	0.00	39.23	92*0525447	92*0525448
Total Fund 41 Capital Outlay Projects Fun		\$78,779.09	\$58,425.00	\$20,354.09		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67731	Bond Fund, Measure Q	69,829.07	0.00	69,829.07	92*0525172	92*0525175
67742	Bond Fund, Measure Q	4,914.00	0.00	4,914.00	92*0525291	92*0525291
Total Fund 43 Bond Fund, Measure Q		\$74,743.07	\$0.00	\$74,743.07		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67732	Property and Liability Fund	252.65	0.00	252.65	92*0525176	92*0525176
67737	Property and Liability Fund	1,594.32	0.00	1,594.32	92*0525233	92*0525234
67743	Property and Liability Fund	37,729.74	0.00	37,729.74	92*0525292	92*0525292
67750	Property and Liability Fund	2,486.42	0.00	2,486.42	92*0525449	92*0525449
Total Fund 61 Property and Liability Fund		\$42,063.13	\$0.00	\$42,063.13		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67753	Workers' Compensation Fund	23,194.91	0.00	23,194.91	92*0525503	92*0525503
Total Fund 62 Workers' Compensation Fu		<u><u>\$23,194.91</u></u>	<u><u>\$0.00</u></u>	<u><u>\$23,194.91</u></u>		

Checks Written for Period 08/28/19 Thru 09/10/19

67733	Student Financial Aid Fund	111,744.00	0.00	111,744.00	92*0525177	92*0525178
Total Fund 74 Student Financial Aid Fund		<u><u>\$111,744.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$111,744.00</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	2,557,943.89
Total Fund 12 General Fund Restricted	7,277,431.94
Total Fund 13 GF Unrestricted One-Time Fund	36,918.47
Total Fund 33 Child Development Fund	38,994.59
Total Fund 41 Capital Outlay Projects Fund	20,354.09
Total Fund 43 Bond Fund, Measure Q	74,743.07
Total Fund 61 Property and Liability Fund	42,063.13
Total Fund 62 Workers' Compensation Fund	23,194.91
Total Fund 74 Student Financial Aid Fund	111,744.00
Grand Total:	<u><u>\$10,183,388.09</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 07/01/2019 To 09/10/2019
Board Meeting on 09/23/2019**

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>		
5000 OTHER OPERATING EXP & SERVICES		590
6000 CAPITAL OUTLAY	590	
Total Transfer Fund 11	\$590	\$590
<u>Fund 12: General Fund Restricted</u>		
1000 ACADEMIC SALARIES	4,821	
2000 CLASSIFIED SALARIES		13,607
4000 SUPPLIES & MATERIALS		15,217
5000 OTHER OPERATING EXP & SERVICES	26,203	
6000 CAPITAL OUTLAY		2,000
7000 OTHER OUTGO		200
Total Transfer Fund 12	\$31,024	\$31,024
<u>Fund 33: Child Development Fund</u>		
1000 ACADEMIC SALARIES		1,555
2000 CLASSIFIED SALARIES		1,275
4000 SUPPLIES & MATERIALS		1,000
5000 OTHER OPERATING EXP & SERVICES	3,830	
Total Transfer Fund 33	\$3,830	\$3,830
<u>Fund 41: Capital Outlay Projects Fund</u>		
6000 CAPITAL OUTLAY		150,000
7900 RESERVE FOR CONTINGENCIES	150,000	
Total Transfer Fund 41	\$150,000	\$150,000

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
2000 CLASSIFIED SALARIES		142,153
3000 EMPLOYEE BENEFITS		43,205
4000 SUPPLIES & MATERIALS		1,600
5000 OTHER OPERATING EXP & SERVICES		(186,958)
Total Transfer Fund 12	\$0	\$0

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.

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 07/01/2019 To 09/10/2019

Board Meeting on 09/23/2019

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 41: Capital Outlay Projects Fund</u>			
B026301	09/10/19		
6000	CAPITAL OUTLAY		150,000
7900	RESERVE FOR CONTINGENCIES	150,000	
Total Reference B026301		\$150,000	\$150,000
Reason:	Special Project Adjustment		
Description:	Campus main entry improvement and barrier removal		

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
B026304	09/10/19		
8600	STATE REVENUES	(200,000)	
5000	OTHER OPERATING EXP & SERVICES		(200,000)
Total Reference B026304		\$(200,000)	\$(200,000)

Reason: Special Project Adjustment
Description: Trnsfr fnd from Fiscal Agent to SAC for DSN Business & Entrprnrshp SAC Host

B026307	09/10/19		
8600	STATE REVENUES	200,000	
2000	CLASSIFIED SALARIES		142,153
3000	EMPLOYEE BENEFITS		43,205
4000	SUPPLIES & MATERIALS		1,600
5000	OTHER OPERATING EXP & SERVICES		13,042
Total Reference B026307		\$200,000	\$200,000

Reason: Special Project Adjustment
Description: Transfr fnd fr Fscal Agnt to SAC for DSN Business & Entrprnrshp SAC HOST

RECOMMENDATION

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

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

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of the 2018-19 CCFS-311 Annual Budget and Financial Report, including the Gann Appropriation Limit	
Action:	Request for Approval	

BACKGROUND

In accordance with the California Code of Regulations, Title 5, Sections 58305(d), the District shall submit a copy of its Annual Budget and Financial Report (CCFS-311) to the Chancellor's Office by October 10th of each year. Furthermore, in accordance with Article XIIB to the State Constitution, limitations on expenditures are placed on State and local governments in the form of what is known as the Gann Appropriations Limit.

ANALYSIS

A copy of the CCFS-311 report has been provided for your review. The CCFS-311 report is divided into three parts: Current Expense of Education which is used to calculate the 50 Percent Law (our District is in compliance at 55.11% for 2018-19); Combined Balance Sheet information for all District funds; and other Supplemental Data including Details of General Fund Revenue, General Fund Expenditures by Activity, the Gann Appropriations Limit (Historically, our district has never met or been close to meeting the appropriations limit), Revenues, Expenditures and Fund Balance Data for all district funds, the Interfund Transfer Report, the Receipt and Expenditures of Lottery Proceeds, Details of Education Protection Account (EPA) funds, and the Pension Costs Report which estimates future STRS and PERS costs through 2020-21.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2018-19 CCFS-311 Annual Budget and Financial Report as presented pending any audit adjustments and establish the District's 2019-20 Gann Appropriations Limit in the amount of \$266,450,015.

Fiscal Impact:	Not applicable	Board Date: September 23, 2019
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

ANNUAL FINANCIAL AND BUDGET REPORT
(Financial Report for Fiscal Year 2018-2019)
(Budget Report for Fiscal Year 2019-2020)

District: RANCHO SANTIAGO

District Code: 870

This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.

District Chief Business Officer

Date

District Superintendent

Date

Contact:

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before October 10, 2019. Please submit the report to :

Chancellor's Office
California Community Colleges
Fiscal Services Unit
1102 Q Street, Suite 300
Sacramento, CA 95814-6511

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 870

Name: RANCHO SANTIAGO

	Object Code	Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
Academic Salaries		Instructional Salary Cost	Total CEE	Activities	
		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
Instructional Salaries					
Contract or Regular	1100	29,055,030	29,055,030		29,055,030
Other	1300	29,240,110	29,240,110		29,240,110
Total Instructional Salaries		58,295,140	58,295,140	0	58,295,140
Non-Instructional Salaries					
Contract or Regular	1200		13,504,967	250,622	13,755,589
Other	1400		2,088,503		2,088,503
Total Non-Instructional Salaries		0	15,593,470	250,622	15,844,092
Total Academic Salaries		58,295,140	73,888,610	250,622	74,139,232
Classified Salaries					
Non-Instructional Salaries					
Regular Status	2100		26,062,083	3,124,881	29,186,964
Other	2300		1,230,612	511,581	1,742,193
Total Non-Instructional Salaries		0	27,292,695	3,636,462	30,929,157
Instructional Aides					
Regular Status	2200	408,486	408,486		408,486
Other	2400	1,902,734	1,902,734		1,902,734
Total Instructional Aides		2,311,220	2,311,220	0	2,311,220
Total Classified Salaries		2,311,220	29,603,915	3,636,462	33,240,377
Employee Benefits					
	3000	29,760,603	59,290,619	1,913,111	61,203,730
Supplies and Materials					
	4000		1,479,896	32,818	1,512,714
Other Operating Expenses					
	5000	5,163,935	16,472,438	499,720	16,972,158
Equipment Replacement					
	6420				0
Total Expenditures Prior to Exclusions		95,530,898	180,735,478	6,332,733	187,068,211

SUPPLEMENTAL DATA

S11 GENERAL FUND - UNRESTRICTED SUBFUND

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 870

Name: RANCHO SANTIAGO

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
		Instructional Salary Cost	Total CEE	Activities	
Exclusions		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
Activities to Exclude	TOP Code				
Instructional Staff-Retirees' Benefits and Retirement Incentives	5900	3,309,893	3,309,893		3,309,893
Student Health Services Above Amount Collected	6441				0
Student Transportation	6491				0
Noninstructional Staff-Retirees' Benefits and Retirement Incentives	6740		4,165,618		4,165,618
Objects to Exclude	Object Code				
Rents and Leases	5060		647,137	30,865	678,002
Lottery Expenditures					
Academic Salaries	1000				0
Classified Salaries	2000				0
Employee Benefits	3000				0
Supplies and Materials	4000				
Software	4100				0
Books, Magazines, & Periodicals	4200				0
Instructional Supplies & Materials	4300				0
Noninstructional, Supplies & Materials	4400				0
Total Supplies and Materials		0	0	0	0
Other Operating Expenses and Services	5000		5,277,791		5,277,791

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 870

Name: RANCHO SANTIAGO

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
	Object	Instructional Salary Cost	Total CEE	Activities	
	Code	AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
Capital Outlay	6000				
Library Books	6300				0
Equipment	6400				
Equipment - Additional	6410				0
Equipment - Replacement	6420				0
Total Equipment		0	0	0	0
Total Capital Outlay		0	0	0	0
Other Outgo	7000				0
Total Exclusions		3,309,893	13,400,439	30,865	13,431,304
Total for ECS 84362, 50% Law		92,221,005	167,335,039	6,301,868	173,636,907
Percent of CEE (Instructional Salary Cost / Total CEE)		55.11%	100.00%		
50% of Current Expense of Education			83,667,520		
Nonexempted (Remaining) Deficiency from second preceeding Fiscal Year					
Amount Required to be Expended for Salaries of Classroom Instructors		92,221,005	167,335,039	6,301,868	173,636,907
Reconciliation to Unrestricted General Fund Expenditures					
Total Expenditures Prior to Exclusions		95,530,898	180,735,478	6,332,733	187,068,211
Capital Expenditures	6000	610,799	1,346,818	2,324,292	3,671,110
Equipment Replacement (Back out)	6420		0	0	0
Total Unrestricted General Fund Expenditures		96,141,697	182,082,296	8,657,025	190,739,321

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	11	12	10
		General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
ASSETS				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111	3,435,756	290,865	3,726,621
In County Treasury	9112	59,856,286	103,763,785	163,620,071
Cash With Fiscal Agents	9113			0
Revolving Cash Accounts	9114	100,000		100,000
Investments (at cost)	9120			0
Accounts Receivable	9130	4,450,809	12,638,475	17,089,284
Due from Other Funds	9140	181,895	31,943	213,838
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210			0
Prepaid Items	9220	330,894	254,008	584,902
TOTAL ASSETS		68,355,640	116,979,076	185,334,716
LIABILITIES				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	4,445,437	10,090,467	14,535,904
Accrued Salaries and Wages Payable	9520	9,870,199	2,066,604	11,936,803
Compensated Absences Payable Current	9530			0
Due to Other Funds	9540	7,069,759	386,696	7,456,455
Temporary Loans	9550			0
Current Portion of Long-Term Debt	9560			0
Deferred Revenues	9570	8,211,199	100,853,970	109,065,169
TOTAL LIABILITIES		29,596,594	113,397,737	142,994,331

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	11	12	10
		General Fund Unrestricted	General Fund Restricted	General Fund COMBINED
FUND BALANCE (NON-GASB 54)				
Fund Balance Reserved	9710			0
NonCash Assets	9711	330,894		330,894
Amounts Restricted by Law for Specific Purposes	9712	96,706		96,706
Reserve for Encumbrances Credit	9713	1,008,718		1,008,718
Reserve for Encumbrances Debit	9714			0
Reserve for Debt Services	9715			0
Assigned/Committed	9754			0
Unassigned	9790			0
Total Fund Balance		1,436,318	0	1,436,318
Fund Balance (GASB 54)	9750			
Nonspendable Fund Balance	9751			0
Restricted Fund Balance	9752	1,970,000		1,970,000
Committed Fund Balance	9753			0
Assigned Fund Balance	9754	26,646,063	3,581,339	30,227,402
Total Designated Fund Balance		28,616,063	3,581,339	32,197,402
Uncommitted Fund Balance	9790	8,706,665		8,706,665
TOTAL FUND EQUITY		38,759,046	3,581,339	42,340,385
TOTAL LIABILITIES AND FUND EQUITY		68,355,640	116,979,076	185,334,716

- 20 Debt Service Funds:
- 21 Bond Interest and Redemption Fund
- 22 Revenue Bond Interest and Redemption Fund
- 29 Other Debt Service Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
ASSETS				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111			
In County Treasury	9112	28,778,212		
Cash With Fiscal Agents	9113			
Investments (at cost)	9120			
Accounts Receivable	9130			
Due from Other Funds	9140			
TOTAL ASSETS		28,778,212	0	0
LIABILITIES				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510			
Accrued Salaries and Wages Payable	9520			
Compensated Absences Payable Current	9530			
Due to Other Funds	9540			
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570			
TOTAL LIABILITIES		0	0	0

- 20 Debt Service Funds:
- 21 Bond Interest and Redemption Fund
- 22 Revenue Bond Interest and Redemption Fund
- 29 Other Debt Service Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
FUND BALANCE (NON-GASB 54)				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715	28,778,212		
Assigned/Committed	9754			
Unassigned	9790			
Total Fund Balance		28,778,212	0	0
Fund Balance (GASB 54)	9750			
Nonspendable Fund Balance	9751			
Restricted Fund Balance	9752			
Committed Fund Balance	9753			
Assigned Fund Balance	9754			
Total Designated Fund Balance		0	0	0
Uncommitted Fund Balance	9790			
TOTAL FUND EQUITY		28,778,212	0	0
TOTAL LIABILITIES AND FUND EQUITY		28,778,212	0	0

- 31 Bookstore Fund
- 32 Cafeteria Fund
- 33 Child Development Fund
- 34 Farm Operation Fund
- 35 Revenue Bond Project Fund
- 39 Other Special Revenue Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
ASSETS							
Cash, Investments, and Receivables	9100						
Cash:							
Awaiting Deposit and in Banks	9111	1,695,085		296,500			
In County Treasury	9112	21		396,851			
Cash With Fiscal Agents	9113						
Revolving Cash Accounts	9114	12,000					
Investments (at cost)	9120						
Accounts Receivable	9130	1,555,864		436,365			
Due from Other Funds	9140	124,356		772,516			
Inventories, Stores, and Prepaid Items	9200						
Inventories and Stores	9210	1,573,186					
Prepaid Items	9220			2,471			
TOTAL ASSETS		4,960,512	0	1,904,703	0	0	0
LIABILITIES							
Current Liabilities and Deferred Revenue	9500						
Accounts Payable	9510	736,649		46,415			
Accrued Salaries and Wages Payable	9520	118,965		333,244			
Compensated Absences Payable Current	9530						
Due to Other Funds	9540	10,391		179,098			
Temporary Loans	9550						
Current Portion of Long-Term Debt	9560						
Deferred Revenues	9570			455,414			
TOTAL LIABILITIES		866,005	0	1,014,171	0	0	0

- 31 Bookstore Fund
- 32 Cafeteria Fund
- 33 Child Development Fund
- 34 Farm Operation Fund
- 35 Revenue Bond Project Fund
- 39 Other Special Revenue Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
FUND BALANCE (NON-GASB 54)							
Fund Balance Reserved	9710	0	0	0	0	0	0
NonCash Assets	9711	0	0	0	0	0	0
Amounts Restricted by Law for Specific Purposes	9712	0	0	0	0	0	0
Reserve for Encumbrances Credit	9713	0	0	0	0	0	0
Reserve for Encumbrances Debit	9714	0	0	0	0	0	0
Reserve for Debt Services	9715	0	0	0	0	0	0
Assigned/Committed	9754	0	0	0	0	0	0
Unassigned	9790	0	0	0	0	0	0
Total Fund Balance		0	0	0	0	0	0
Fund Balance (GASB 54)	9750						
Nonspendable Fund Balance	9751	0	0	0	0	0	0
Restricted Fund Balance	9752	0	0	0	0	0	0
Committed Fund Balance	9753	0	0	0	0	0	0
Assigned Fund Balance	9754	4,094,507	0	890,532	0	0	0
Total Designated Fund Balance		4,094,507	0	890,532	0	0	0
Uncommitted Fund Balance	9790	0	0	0	0	0	0
TOTAL FUND EQUITY		4,094,507	0	890,532	0	0	0
TOTAL LIABILITIES AND FUND EQUITY		4,960,512	0	1,904,703	0	0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	41	42	43
		Capital Outlay Projects Fund	Revenue Bond Construction Fund	General Obligation Bond Fund
ASSETS				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111	626,947		
In County Treasury	9112	83,962,372		26,105,418
Cash With Fiscal Agents	9113			
Revolving Cash Accounts	9114			
Investments (at cost)	9120			
Accounts Receivable	9130	164,155		53,995
Due from Other Funds	9140	3,680,008		11,480
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210			
Prepaid Items	9220	7,383		1,091,280
TOTAL ASSETS		88,440,865	0	27,262,173
LIABILITIES				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	927,756		6,058,810
Accrued Salaries and Wages Payable	9520			
Compensated Absences Payable Current	9530			
Due to Other Funds	9540	11,480		
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570	70,175		
TOTAL LIABILITIES		1,009,411	0	6,058,810

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	41	42	43
		Capital Outlay Projects Fund	Revenue Bond Construction Fund	General Obligation Bond Fund
FUND BALANCE (NON-GASB 54)				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715			
Assigned/Committed	9754			
Unassigned	9790			
Total Fund Balance		0	0	0
Fund Balance (GASB 54)	9750			
Nonspendable Fund Balance	9751			
Restricted Fund Balance	9752			
Committed Fund Balance	9753			
Assigned Fund Balance	9754	87,431,454		21,203,363
Total Designated Fund Balance		87,431,454	0	21,203,363
Uncommitted Fund Balance	9790			
TOTAL FUND EQUITY		87,431,454	0	21,203,363
TOTAL LIABILITIES AND FUND EQUITY		88,440,865	0	27,262,173

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
ASSETS					
Cash, Investments, and Receivables	9100				
Cash:					
Awaiting Deposit and in Banks	9111				
In County Treasury	9112				
Cash With Fiscal Agents	9113				
Revolving Cash Accounts	9114				
Investments (at cost)	9120				
Accounts Receivable	9130				
Due from Other Funds	9140				
Inventories, Stores, and Prepaid Items	9200				
Inventories and Stores	9210				
Prepaid Items	9220				
Fixed Assets	9300				
Sites	9310				
Site Improvements	9320				
Accumulated Depreciation Site Improvements	9321				
Buildings	9330				
Accumulated Depreciation Buildings	9331				
Library Books	9340				
Equipment	9350				
Accumulated Depreciation Equipment	9351				
Work in Progress	9360				
Total Fixed Assets		0	0	0	0
TOTAL ASSETS		0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	51	52	53	59
		Bookstore Fund	Cafeteria Fund	Farm Operations Fund	Other Enterprise Fund
LIABILITIES					
Current Liabilities and Deferred Revenue	9500				
Accounts Payable	9510				
Accrued Salaries and Wages Payable	9520				
Compensated Absences Payable Current	9530				
Due to Other Funds	9540				
Temporary Loans	9550				
Current Portion of Long-Term Debt	9560				
Deferred Revenues	9570				
Total Current Liabilities and Deferred Revenue		0	0	0	0
Long-Term Liabilities	9600				
Bonds Payable	9610				
Revenue Bonds Payable	9620				
Certificates of Participation	9630				
Lease Purchase of Capital Lease	9640				
Compensated Absences Long Term	9650				
Post-Employment Benefits Long Term	9660				
Other Long-Term Liabilities	9670				
Total Long-Term Liabilities		0	0	0	0
TOTAL LIABILITIES	968	0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	51 Bookstore Fund	52 Cafeteria Fund	53 Farm Operations Fund	59 Other Enterprise Fund
FUND EQUITY					
Fund Balance Reserved	9710				
NonCash Assets	9711				
Amounts Restricted by Law for Specific Purposes	9712				
Reserve for Encumbrances Credit	9713				
Reserve for Encumbrances Debit	9714				
Reserve for Debt Services	9715				
Assigned/Committed	9754				
Unassigned	9790				
Total Reserved Fund Balance		0	0	0	0
Fund Balance (GASB 54)	9750				
Nonspendable Fund Balance	9751				
Restricted Fund Balance	9752				
Committed Fund Balance	9753				
Assigned Fund Balance	9754				
Total Designated Fund Balance		0	0	0	0
Uncommitted(Unrestricted) Fund Balance	9790				
Other Equity	9800				
Contributed Capital	9810				
Retained Earnings	9850				
Investment in General Fixed Assets	9890				
TOTAL FUND EQUITY		0	0	0	0
TOTAL LIABILITIES AND FUND EQUITY		0	0	0	0

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
ASSETS			
Cash, Investments, and Receivables	9100		
Cash:			
Awaiting Deposit and in Banks	9111		
In County Treasury	9112	6,319,036	37,693,833
Cash With Fiscal Agents	9113	104,417	
Revolving Cash Accounts	9114		
Investments (at cost)	9120		157,746
Accounts Receivable	9130	18,221	133,615
Due from Other Funds	9140	1,230,691	935,330
Student Loans Receivable	9150		
Inventories, Stores, and Prepaid Items	9200		
Inventories and Stores	9210		
Prepaid Items	9220		
Fixed Assets	9300		
Sites	9310		
Site Improvements	9320		
Accumulated Depreciation Site Improvements	9321		
Buildings	9330		
Accumulated Depreciation Buildings	9331		
Library Books	9340		
Equipment	9350		
Accumulated Depreciation Equipment	9351		
Work in Progress	9360		
Total Fixed Assets		0	0
TOTAL ASSETS		7,672,365	38,920,524

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
LIABILITIES			
Current Liabilities and Deferred Revenue	9500		
Accounts Payable	9510	77,188	3,411
Accrued Salaries and Wages Payable	9520	25,808	
Compensated Absences Payable Current	9530		
Due to Other Funds	9540	5,601	
Temporary Loans	9550		
Current Portion of Long-Term Debt	9560	400,000	77,522,692
Deferred Revenues	9570		
Total Current Liabilities and Deferred Revenue		508,597	77,526,103
Long-Term Liabilities	9600		
Bonds Payable	9610		
Revenue Bonds Payable	9620		
Certificates of Participation	9630		
Lease Purchase of Capital Lease	9640		
Compensated Absences Long Term	9650		
Post-Employment Benefits Long Term	9660		
Other Long-Term Liabilities	9670		
Total Long-Term Liabilities		0	0
TOTAL LIABILITIES	968	508,597	77,526,103

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA	61	69
	(Object)	Self-Insurance Fund	Other Internal Service Fund
FUND EQUITY			
Fund Balance Reserved	9710		
NonCash Assets	9711		
Amounts Restricted by Law for Specific Purposes	9712		(38,605,579)
Reserve for Encumbrances Credit	9713		
Reserve for Encumbrances Debit	9714		
Reserve for Debt Services	9715		
Assigned/Committed	9754		
Unassigned	9790		
Total Reserved Fund Balance		0	(38,605,579)
Fund Balance (GASB 54)	9750		
Nonspendable Fund Balance	9751		
Restricted Fund Balance	9752	7,163,768	
Committed Fund Balance	9753		
Assigned Fund Balance	9754		
Total Designated Fund Balance		7,163,768	0
Uncommitted(Unrestricted) Fund Balance	9790		
Other Equity	9800		
Contributed Capital	9810		
Retained Earnings	9850		
Investment in General Fixed Assets	9890		
TOTAL FUND EQUITY		7,163,768	(38,605,579)
TOTAL LIABILITIES AND FUND EQUITY		7,672,365	38,920,524

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
ASSETS									
Cash, Investments, and Receivables	9100								
Cash:									
Awaiting Deposit and in Banks	9111	1,045,954	111,741		184,145				3,736,466
In County Treasury	9112				1,920,341				(3,251)
Cash With Fiscal Agents	9113								
Revolving Cash Accounts	9114	500							900
Investments (at cost)	9120								40,000,000
Accounts Receivable	9130	196,919	22,918		120,346				(3,488)
Due from Other Funds	9140				441,836				552,246
Student Loans Receivable	9150				(7,775)				
Inventories, Stores, and Prepaid Items	9200								
Inventories and Stores	9210								
Prepaid Items	9220								
Fixed Assets	9300								
Sites	9310								
Site Improvements	9320								
Accumulated Depreciation Site Improvements	9321								
Buildings	9330								
Accumulated Depreciation Buildings	9331								
Library Books	9340								
Equipment	9350								
Accumulated Depreciation Equipment	9351								
Work in Progress	9360								
Total Fixed Assets		0	0	0	0	0	0	0	0
TOTAL ASSETS		1,243,373	134,659	0	2,658,893	0	0	0	44,282,873

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
LIABILITIES									
Current Liabilities and Deferred Revenue	9500								
Accounts Payable	9510	7,970	40,151		3,600				61,601
Accrued Salaries and Wages Payable	9520	8,332							54,982
Compensated Absences Payable Current	9530								
Due to Other Funds	9540	660			290,390				8,228
Temporary Loans	9550								
Current Portion of Long-Term Debt	9560								
Deferred Revenues	9570				1,213,668				82,468
Total Current Liabilities and Deferred Revenue		16,962	40,151	0	1,507,658	0	0	0	207,279
Long-Term Liabilities	9600								
Bonds Payable	9610								
Revenue Bonds Payable	9620								
Certificates of Participation	9630								
Lease Purchase of Capital Lease	9640								
Compensated Absences Long Term	9650								
Post-Employment Benefits Long Term	9660								
Other Long-Term Liabilities	9670								
Total Long-Term Liabilities		0	0	0	0	0	0	0	0
TOTAL LIABILITIES	968	16,962	40,151	0	1,507,658	0	0	0	207,279

COMBINED BALANCE SHEET

For Year Ended June 30, 2019

District ID: 870

Name: RANCHO SANTIAGO

Description	CA (Object)	71	72	73	74	75	76	77	79
		Associated Students Trust Fund	Student Representation Fee Trust Fund	Student Body Center Fee Trust Fund	Student Financial Aid Trust Fund	Scholarship and Loan Trust Fund	Investment Trust Fund	Deferred Compensation Trust Fund	Other Trust Fund
FUND EQUITY									
Fund Balance Reserved	9710								
NonCash Assets	9711								
Amounts Restricted by Law for Specific Purposes	9712								
Reserve for Encumbrances Credit	9713								
Reserve for Encumbrances Debit	9714								
Reserve for Debt Services	9715								
Assigned/Committed	9754								
Unassigned	9790								
Total Reserved Fund Balance		0	0	0	0	0	0	0	0
Fund Balance (GASB 54)	9750								
Nonspendable Fund Balance	9751								
Restricted Fund Balance	9752	1,226,411							
Committed Fund Balance	9753								
Assigned Fund Balance	9754		94,508		1,151,235				44,075,594
Total Designated Fund Balance		1,226,411	94,508	0	1,151,235	0	0	0	44,075,594
Uncommitted(Unrestricted) Fund Balance	9790								
Other Equity	9800								
Contributed Capital	9810								
Retained Earnings	9850								
Investment in General Fixed Assets	9890								
TOTAL FUND EQUITY		1,226,411	94,508	0	1,151,235	0	0	0	44,075,594
TOTAL LIABILITIES AND FUND EQUITY		1,243,373	134,659	0	2,658,893	0	0	0	44,282,873

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
Federal Revenues	8100			
Forest Revenues	8110			0
Higher Education Act	8120		2,504,474	2,504,474
Workforce Investment Act	8130			0
Temporary Assistance for Needy Families (TANF)	8140		104,894	104,894
Student Financial Aid	8150		3,546	3,546
Veterans Education	8160			0
Vocational and Technical Education Act (VATEA)	8170		2,890,675	2,890,675
Other Federal Revenues	8190		3,992,333	3,992,333
Total Federal Revenues	8100	0	9,495,922	9,495,922
State Revenues	8600			
General Apportionments	8610			0
Apprenticeship Apportionment	8611	3,210,086		3,210,086
State General Apportionment	8612	52,656,233		52,656,233
Other General Apportionment	8613	2,236,781		2,236,781
General Categorical Programs	8620			
Child Development	8621			0
Extended Opportunity Programs and Services(EOPS)	8622		2,261,401	2,261,401
Disabled Students Programs and Services(DSPS)	8623		1,771,889	1,771,889
Temporary Assistance for Needy Families (TANF)	8624			0
California Work Opportunity and Responsibility to Kids (CalWORKs)	8625		561,710	561,710
Telecommunications and Technology Infrastructure Program (TTIP)	8626		90	90
Other General Categorical Programs	8627		50,200,541	50,200,541

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
EPA Proceeds	8630	25,493,388		25,493,388
Reimbursable Categorical Programs	8650			
Instructional Improvement Grant	8651			0
Other Reimbursable Categorical Programs	8652		20,441,247	20,441,247
State Tax Subventions	8670			
Homeowners' Property Tax Relief	8671	270,103		270,103
Timber Yield Tax	8672			0
Other State Tax Subventions	8673			0
State Non-Tax Revenues	8680			
State Lottery Proceeds	8681	5,277,791	2,222,329	7,500,120
State Mandated Costs	8685	852,184		852,184
Other State Non-Tax Revenues	8686			0
Other State Revenues	8690	10,887,238	2,019,508	12,906,746
Total State Revenues	8600	100,883,804	79,478,715	180,362,519

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted Actual	Restricted Actual	General Fund Actual
Local Revenues	8800			
Property Taxes	8810			
Tax Allocation, Secured Roll	8811	49,676,516		49,676,516
Tax Allocation, Supplemental Roll	8812	1,628,366		1,628,366
Tax Allocation, Unsecured Roll	8813	1,498,172		1,498,172
Prior Years Taxes	8816	654,053		654,053
Education Revenues Augmentation Fund (ERAF)	8817	21,394,784		21,394,784
Redevelopment Agency Funds - Pass Through	8818	472,784		472,784
Redevelopment Agency Funds - Residual	8819	6,095,642		6,095,642
Redevelopment Agency Funds - Asset Liquidation	8819.1			0
Contributions, Gifts, Grants, and Endowments	8820		5,300	5,300
Contract Services	8830			
Contract Instructional Services	8831		66,626	66,626
Other Contract Services	8832		12,143	12,143
Sales and Commissions	8840	367		367
Rentals and Leases	8850	208,808		208,808
Interest and Investment Income	8860	2,765,823		2,765,823
Student Fees and Charges	8870			
Community Services Classes	8872			0
Dormitory	8873			0
Enrollment	8874	9,234,325		9,234,325
Contra Revenue Account	8874.1	(890,789)		(890,789)
Field Trips and Use of Nondistrict Facilities	8875			0
Health Services	8876		1,193,440	1,193,440
Instructional Materials Fees and Sales of Materials	8877		165,693	165,693
Insurance	8878			0
Student Records	8879	489		489
Nonresident Tuition	8880	3,391,208		3,391,208
Parking Services and Public Transportation	8881		661,642	661,642
Other Student Fees and Charges	8885	68,256		68,256
Other Local Revenues	8890	903,627	457,952	1,361,579
Total Local Revenues	8800	97,102,431	2,562,796	99,665,227
Total Revenues		197,986,235	91,537,433	289,523,668

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 870

Name: RANCHO SANTIAGO

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
Other Financing Sources	8900			
Proceeds of General Fixed Assets	8910	19,820		19,820
Proceeds of Long-Term Debt	8940			0
Incoming Transfers -- (8970/8981/8982/8983)	898#			0
Total Other Financing Sources	8900	19,820	0	19,820
Total Revenues and Other Financing Sources		198,006,055	91,537,433	289,543,488

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Agriculture and Natural Resources	0100						0
Architecture and Environmental Design	0200						0
Environmental Sciences and Technologies	0300						0
Biological Sciences	0400	4,044,361	106,885	106,508	43,344		4,301,098
Business and Management	0500	5,153,301	5,625	133,484	217,088		5,509,498
Communications	0600	816,434	4,920	129,045	181,873		1,132,272
Computer and Information Science	0700	1,288,580		5,362	37,992		1,331,934
Education	0800	4,068,992	177,265	343,469	21,743		4,611,469
Engineering and Related Industrial Technology	0900	1,985,437		3,051,817	208,515		5,245,769
Fine and Applied Arts	1000	4,723,908	1,754	196,241	59,019		4,980,922
Foreign language	1100	1,599,896		1,514			1,601,410
Health	1200	5,006,760	264	177,903	143,299		5,328,226
Consumer Education And Home Economics	1300	2,414,561		188,617	4,269		2,607,447
Law	1400	490,744		5,461	5,336		501,541
Humanities(Letters)	1500	10,354,981	131	29,436			10,384,548
Library Science	1600	42,398					42,398
Mathematics	1700	8,241,098	28,937	6,978			8,277,013
Military Studies	1800						0
Physical Sciences	1900	4,864,824	19,791	104,713			4,989,328
Psychology	2000	1,608,119		4,170	13,836		1,626,125
Public Affairs and Services	2100	5,170,774	5,930	2,359,561	4,045		7,540,310
Social Sciences	2200	5,846,159	1,887	4,858			5,852,904
Commercial Services	3000			237,825			237,825
Interdisciplinary Studies	4900	21,367,920	170,558	774,391	941,057		23,253,926
Instruc Staff-Retirees' Bnfts & Retire Incents	5900	3,309,893					3,309,893
Sub-Total Instructional Activites		92,399,140	523,947	7,861,353	1,881,416		102,665,856
Total Expenditures for GF Activities*		92,471,909	113,101,312	69,179,955	5,773,766	7,947,954	288,474,896

*Total Expenditures for GF Activities above is the grand total of Instructional and Non-Instructional activities.

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Instructional Administration and Governance	6000						
Academic Administration	6010		14,850,511	784,687	204,595		15,839,793
Course and Curriculum Development	6020		435,629	698			436,327
Academic / Faculty Senate	6030		725,621				725,621
Other Instructional Administration & Governance	6090		4	151,333			151,337
Total Instructional Admin. & Governance		0	16,011,765	936,718	204,595	0	17,153,078
Instructional Support Services	6100						
Learning Center	6110	72,769	284,563	1,888			359,220
Library	6120		3,100,828	19,939	130,851		3,251,618
Media	6130		718,531	2,652	24,231		745,414
Museums and Galleries	6140						0
Academic Information Systems and Technology	6150						0
Other Instructional Support Services	6190		5,845,632	360,287	266,021		6,471,940
Total Instructional Support Services		72,769	9,949,554	384,766	421,103	0	10,828,192
Admissions and Records	6200		5,412,695	6,938			5,419,633
Student Counseling and Guidance	6300						
Counseling and Guidance	6310		11,682,545	129,571	52,495		11,864,611
Matriculation and Student Assessment	6320		1,599,742	153,278			1,753,020
Transfer Programs	6330		1,523,911	125,798			1,649,709
Career Guidance	6340		273,404	20,018			293,422
Other Student Counseling and Guidance	6390						0
Total Student Counseling and Guidance		0	15,079,602	428,665	52,495	0	15,560,762

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Other Student Services	6400						
Cal Work Opportunity and Responsibility to Kids *	6410						0
Disabled Student Programs and Services (DSPS)	6420		1,593,573	88,228	6,811		1,688,612
Extended Opportunity Programs and Services (EOPS)	6430		2,377,097	47,902	14,745		2,439,744
Health Services	6440		1,146,312	57,709	1,757		1,205,778
Student Personnel Administration	6450		404,277				404,277
Financial Aid Administration	6460		2,798,510	47,828	4,764		2,851,102
Job Placement Services	6470		1,156,204	8,028	4,451		1,168,683
Veterans Services	6480		446,504	38,349	3,274		488,127
Miscellaneous Student Services	6490		8,481,182	1,125,820	31,579		9,638,581
Total Other Student Services		0	18,403,659	1,413,864	67,381	0	19,884,904
Operation and maintenance of Plant	6500						
Building Maintenance and Repairs	6510		1,614,405	1,240,356	55,182		2,909,943
Custodial Services	6530		4,152,280	316,455	62,303		4,531,038
Grounds Maintenance and Repairs	6550		541,660	442,151			983,811
Utilities	6570			3,119,277			3,119,277
Other Operations and Maintenance of Plant	6590			7,090	1,095		8,185
Total Operation and Maintenance of Plant	6500	0	6,308,345	5,125,329	118,580	0	11,552,254
Planning, Policymaking and Coordinations	6600		2,400,345	671,844	1,536		3,073,725

* California Work Opportunity and Responsibility to Kids (CalWORKS).

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
General Institutional Support Services	6700						
Community Relations	6710		636,290	277,189	4,139		917,618
Fiscal Operations	6720		3,218,735	(82,626)			3,136,109
Human Resources Management	6730		1,726,920	326,807			2,053,727
Noninstruct Staff Retirees' Benefits & Retirement *	6740		4,165,618				4,165,618
Staff Development	6750		135,852	976,729			1,112,581
Staff Diversity	6760			65,701			65,701
Logistical Services	6770		4,083,452	2,751,707	13,713		6,848,872
Management Information Systems	6780		7,390,092	3,274,316	453,049		11,117,457
Other General Institutional Support Services	6790		9,172,769	17,465,547	104,874		26,743,190
Total General Institutional Support Services	6700	0	30,529,728	25,055,370	575,775	0	56,160,873
Community Services & Economic Development	6800						
Community Recreation	6810						0
Community Service Classes	6820						0
Community Use of Facilities	6830		235,575	12,997			248,572
Economic Development	6840		1,771,487	26,656,358	85,781		28,513,626
Other Community Services & Economic Development	6890		300,970	230,844			531,814
Total Community Services	6800	0	2,308,032	26,900,199	85,781	0	29,294,012

* Noninstructional Staff Retirees' Benefits & Retirement Incentives.

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Ancillary Services	6900						
Bookstore	6910		213,571				213,571
Child Development Centers	6920						0
Farm Operations	6930						0
Food Services	6940			169			169
Parking	6950		2,372,129	123,172	3,609		2,498,910
Student and Co-Curricular Activities	6960		314,455	102,968	67,331		484,754
Student Housing	6970						0
Other Ancillary Services	6990		793,654				793,654
Total Ancillary Services	6900	0	3,693,809	226,309	70,940	0	3,991,058
Auxiliary Operations	7000						
Contract Education	7010		312,010	11,240	3,550		326,800
Other Auxiliary Operations	7090		600,113				600,113
Total Auxiliary Operations	7000	0	912,123	11,240	3,550	0	926,913

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Physical Property and Related Acquisitions	7100		1,567,708	157,360	2,290,614		4,015,682
Long-Term Debt and Other Financing	7200						
Long_Term Debt	7210						0
Tax revenue Anticipation Notes	7220						0
Other Financing	7290						0
Total Long-Term Debt and Other Financing	7200	0	0	0	0	0	0
Transfers, Student Aid and Other Outgo	7300						
Transfers	7310					6,330,372	6,330,372
Student Aid	7320					1,617,582	1,617,582
Other Outgo	7390						0
Total Transfers, Student Aid and Other Outgo	7300	0	0	0	0	7,947,954	7,947,954
Sub-Total Non-Instructional Activites		72,769	112,577,365	61,318,602	3,892,350	7,947,954	185,809,040
Total Expenditures General Fund: activities *		92,471,909	113,101,312	69,179,955	5,773,766	7,947,954	288,474,896

* Total Expenditures for the General Fund: Instructional Activities and Non-Instructional Activities.

Gann Appropriations Limit

GANN Report

DISTRICT NAME: RANCHO SANTIAGO

I.	2019-2020 Appropriations Limit:			
A.	2018-2019 Appropriations Limit:			\$276,478,441
B.	2019-2020 Price Factor:	1.0385		
C.	Population factor:			
	1. 2017-2018 Second Period Actual FTES	29,174.38		
	2. 2018-2019 Second Period Actual FTES	27,072.40		
	3. 2018-2019 Population change factor (C2/C1)	0.9280		
D.	2018-2019 Limit adjusted by inflation and population factors (A * B * C.3)			\$266,450,015
E.	Adjustments to increase limit:			
	1. Transfers in of financial responsibility		\$0	
	2. Temporary voter approved increases		0	
	3. Total adjustments - increase			0
	Sub-Total (D + E.3)			\$266,450,015
F.	Adjustments to decrease limit:			
	1. Transfers out of financial responsibility		\$0	
	2. Lapses of voter approved increases		0	
	3. Total adjustments - decrease			0
G.	2019-2020 Appropriations Limit (D + E.3 - F.3)			\$266,450,015
II.	2019-2020 Appropriations Subject to Limit:			
A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)			80,285,171
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)			288,123
C.	Local Property taxes			88,584,479
D.	Estimated excess Debt Service taxes			0
E.	Estimated Parcel taxes, Square Foot taxes, etc.			0
F.	Interest on proceeds of taxes			637,629
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates			881,388
H.	2019-2020 Appropriations Subject to Limit			\$168,914,014

For Actual Year: 2018-2019

Budget Year: 2019-2020

General Fund

Description	Object Code	Fund: 11 UNRESTRICTED SUBFUND		Fund: 12 RESTRICTED SUBFUND		Fund: 10 TOTAL	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100			9,495,922	8,475,002	9,495,922	8,475,002
State Revenues	8600	100,883,804	92,394,149	79,478,715	168,456,969	180,362,519	260,851,118
Local Revenues	8800	97,102,431	102,732,595	2,562,796	3,332,446	99,665,227	106,065,041
Total Revenues		197,986,235	195,126,744	91,537,433	180,264,417	289,523,668	375,391,161
EXPENDITURES:							
Academic Salaries	1000	74,139,234	72,248,811	9,809,172	8,415,287	83,948,406	80,664,098
Classified Salaries	2000	33,240,376	35,449,995	15,276,310	16,724,168	48,516,686	52,174,163
Employee Benefits	3000	61,203,728	59,121,490	11,904,401	11,189,581	73,108,129	70,311,071
Supplies and Materials	4000	1,512,713	1,589,345	2,560,648	5,008,308	4,073,361	6,597,653
Other Operating Expenses and Services	5000	16,972,160	25,994,019	48,134,434	136,758,308	65,106,594	162,752,327
Capital Outlay	6000	3,671,110	1,761,707	2,102,656	2,972,934	5,773,766	4,734,641
Total Expenditures		190,739,321	196,165,367	89,787,621	181,068,586	280,526,942	377,233,953
Excess /(Deficiency) of Revenues over Expenditures		7,246,914	(1,038,623)	1,749,812	(804,169)	8,996,726	(1,842,792)
Other Financing Sources	8900	19,820	5,000			19,820	5,000
Other Outgo	7000	6,410,901	3,750,000	1,537,053	1,754,928	7,947,954	5,504,928
Net Increase/(Decrease) in Fund Balance		855,833	(4,783,623)	212,759	(2,559,097)	1,068,592	(7,342,720)
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	9010	37,903,213	38,759,046	3,368,580	3,581,339	41,271,793	42,340,385
Prior Years Adjustments	9020					0	
Adjusted Beginning Balance	9030	37,903,213		3,368,580		41,271,793	
Ending Fund Balance, June 30		38,759,046	33,975,423	3,581,339	1,022,242	42,340,385	34,997,665

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

870 RANCHO SANTIAGO

For Actual Year: 2018-2019

Budget Year: 2019-2020

DEBT SERVICE FUNDS

Description	Object Code	Fund: 21		Fund: 22		Fund: 29	
		BOND INTEREST AND REDEMPTION FUND		REVENUE BOND INTEREST AND REDEMPTION FUND		OTHER DEBT SERVICE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						
State Revenues	8600	146,137					
Local Revenues	8800	31,350,808	33,360,540				
Total Revenues		31,496,945	33,360,540	0	0	0	0
Other Financing Sources	8900						
Interfund Transfers In	8981						
Other Incoming Transfers	8983	144,692					
Total Other Financing Sources		144,692	0	0	0	0	0
Other Outgo	7000						
Debt Retirement (Long Term Debt)	7100						
Debt Reduction	7110	18,687,248	20,072,963				
Debt Interest and Other Service Charges	7120	15,324,110	14,446,593				
Transfers Outgoing	7300 & 7400	144,692					
Reserve for Contingencies	7900		27,619,196				
Total Other Outgo	7000	34,156,050	62,138,752	0	0	0	0
Net Other Financing Sources / (Other Outgo)	8900 & 7000	(34,011,358)	(62,138,752)	0	0	0	0
Net Increase/Decrease in Fund Balance		(2,514,413)	(28,778,212)	0	0	0	0
BEGINNING FUND BALANCE:							
Net Beginning Balance, July 1	9010	31,292,625	28,778,212		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	31,292,625		0		0	
Ending Fund Balance, June 30		28,778,212	0	0	0	0	0

For Actual Year: 2018-2019

Budget Year: 2019-2020

Special Revenue Funds

Description	Object	FUND: 31		FUND 32		FUND 33	
	Code	BOOKSTORE FUND		CAFETERIA FUND		CHILD DEVELOPMENT FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100					2,323,509	1,832,115
State Revenues	8600	68,732				5,423,925	5,512,639
Local Revenues	8800	5,367,608	5,745,888			341,291	385,235
Total Income		5,436,340	5,745,888	0	0	8,088,725	7,729,989
Expenditures							
Academic Salaries	1000					2,593,968	2,285,372
Classified Salaries	2000	986,274	1,002,505			2,124,138	2,383,635
Employee Benefits	3000	534,273	449,141			2,550,972	2,016,924
Supplies and Materials	4000	3,761,591	3,926,430			434,872	678,513
Other Operating Expenses and Services	5000	173,091	219,915			444,548	640,034
Capital Outlay	6000	16,361	23,491			68,834	438,447
Total Expenditures		5,471,590	5,621,482	0	0	8,217,332	8,442,925
Excess /(Deficiency) of Revenues over Expenditures		(35,250)	124,406	0	0	(128,607)	(712,936)
Other Financing Sources	8900					140,000	250,000
Other Outgo	7000		8,280				209,111
Net Increase/(Decrease) in Fund Balance		(35,250)	116,126	0	0	11,393	(672,047)
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	4,169,564	4,094,507		0	879,139	890,532
Prior Years Adjustments	9020	(39,807)					
Adjusted Beginning Balance	9030	4,129,757			0	879,139	
Ending Fund Balance, June 30		4,094,507	4,210,633	0	0	890,532	218,485

For Actual Year: 2018-2019

Budget Year: 2019-2020

Special Revenue Funds

Description	Object	FUND: 34		FUND 35		FUND 39	
	Code	FARM OPERATION FUND		REVENUE BOND PROJECT FUND		OTHER SPECIAL REVENUE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800						
Total Income		0	0	0	0	0	0
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
Total Expenditures		0	0	0	0	0	0
Excess /(Deficiency) of Revenues over Expenditures		0	0	0	0	0	0
Other Financing Sources	8900						
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		0	0	0	0	0	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
Ending Fund Balance, June 30		0	0	0	0	0	0

For Actual Year: 2018-2019

Budget Year: 2019-2020

Capital Projects Funds

Description	Object	FUND: 41		FUND 42		FUND 43	
	Code	CAPITAL QUTLAY PROJECTS FUND		REVENUE BOND CONSTRUCTION FUND		GENERAL OBLIGATION BOND FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						
State Revenues	8600	1,325,755	20,317,015				
Local Revenues	8800	5,847,452	4,742,190			926,692	450,000
Total Income		7,173,207	25,059,205	0	0	926,692	450,000
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000	29,073	26,744				
Other Operating Expenses and Services	5000	141,973	429,258			27,312	65,000
Capital Outlay	6000	7,072,485	81,260,143			35,135,840	79,191,888
Total Expenditures		7,243,531	81,716,145	0	0	35,163,152	79,256,888
Excess /(Deficiency) of Revenues over Expenditures		(70,324)	(56,656,940)	0	0	(34,236,460)	(78,806,888)
Other Financing Sources	8900	7,138,272	3,500,000				58,000,000
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		7,067,948	(53,156,940)	0	0	(34,236,460)	(20,806,888)
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	80,363,506	87,431,454	0	0	55,439,823	21,203,363
Prior Years Adustments	9020						
Adjusted Beginning Balance	9030	80,363,506		0		55,439,823	
Ending Fund Balance, June 30		87,431,454	34,274,514	0	0	21,203,363	396,475

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

870 RANCHO SANTIAGO

For Actual Year: 2018-2019

Budget Year: 2019-2020

Enterprise Funds

Description	Object	FUND: 51		FUND 52		FUND 53	
	Code	BOOKSTORE FUND		CAFETERIA FUND		FARM OPERATIONS	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Local Revenues	8800						
Other Financing Sources	8900						
Total Income		0	0	0	0	0	0
Cost of Sales	5890						
Gross Profit or Loss		0	0	0	0	0	0
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
Total Expenditures		0	0	0	0	0	0
Net Profit or Loss		0	0	0	0	0	0
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		0	0	0	0	0	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
Ending Fund Balance, June 30		0	0	0	0	0	0

REVENUES, EXPENDITURES, AND FUND BALANCE DATA

870 RANCHO SANTIAGO

For Actual Year: 2018-2019

Budget Year: 2019-2020

Enterprise Funds

Description	Object	FUND: 59					
	Code	OTHER ENTERPRISE FUND					
		Actual	Budget				
REVENUES:							
Local Revenues	8800						
Other Financing Sources	8900						
Total Income		0	0				
Cost of Sales	5890						
Gross Profit or Loss		0	0				
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
Total Expenditures		0	0				
Net Profit or Loss		0	0				
Other Outgo	7000						
Net Increase/(Decrease) in Fund Balance		0	0				
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010		0				
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0					
Ending Fund Balance, June 30		0	0				

For Actual Year: 2018-2019

Budget Year: 2019-2020

Internal Service Funds

Description	Object	FUND: 61		FUND 69			
	Code	SELF-INSURANCE FUND		OTHER INTERNAL SERVICES FUND			
		Actual	Budget	Actual	Budget		
REVENUES:							
Local Revenues	8800	6,422,018	5,118,193	14,297,886	13,348,406		
Other Financing Sources	8900			10,000,000			
Total Income		6,422,018	5,118,193	24,297,886	13,348,406		
Expenditures							
Academic Salaries	1000	30,519	31,716				
Classified Salaries	2000	231,945	239,268				
Employee Benefits	3000	161,030	157,306	15,370,467	12,698,406		
Supplies and Materials	4000	7,531	53,889				
Other Operating Expenses and Services	5000	2,452,127	4,774,969	38,379	35,000		
Capital Outlay	6000	3,728	75,950				
Total Expenditures		2,886,880	5,333,098	15,408,846	12,733,406		
Net Profit or Loss		3,535,138	(214,905)	8,889,040	615,000		
Other Outgo	7000	11,000,000		40,000,000	15,000,000		
Net Increase/(Decrease) in Fund Balance		(7,464,862)	(214,905)	(31,110,960)	(14,385,000)		
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	14,628,630	7,163,768	(7,494,619)	(38,605,579)		
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	14,628,630		(7,494,619)			
Ending Fund Balance, June 30		7,163,768	6,948,863	(38,605,579)	(52,990,579)		

For Actual Year: 2018-2019

Budget Year: 2019-2020

Fiduciary Funds Group

Description	Object	FUND: 71		FUND 72		FUND 73	
	Code	ASSOCIATED STUDENTS TRUST FUND	REPRESENTATION FEE TRUST FUND	Actual	Budget	Actual	Budget
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100						
State Revenues	8600	1,201					
Local Revenues	8800	545,636	524,108	108,274	103,997		
Total Income		546,837	524,108	108,274	103,997	0	0
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000	49,909	173,494				
Employee Benefits	3000	13,485	79,075				
Supplies and Materials	4000		60,000				
Other Operating Expenses and Services	5000	283,605	444,500	109,755	144,347		
Capital Outlay	6000		97,000				
Total Expenditures		346,999	854,069	109,755	144,347	0	0
Excess /(Deficiency) of Revenues over Expenditures		199,838	(329,961)	(1,481)	(40,350)	0	0
Other Financing Sources	8900						
Other Outgo	7000	18,123					
Net Increase/(Decrease) in Fund Balance		181,715	(329,961)	(1,481)	(40,350)	0	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	1,044,696	1,226,411	95,989	94,508		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	1,044,696		95,989		0	
Ending Fund Balance, June 30		1,226,411	896,450	94,508	54,158	0	0

For Actual Year: 2018-2019

Budget Year: 2019-2020

Fiduciary Funds Group

Description	Object	FUND: 74		FUND 75		FUND 76	
	Code	FINANCIAL AID TRUST FUND		SCHOLARSHIP & LOAN TRUST FUND		INVESTMENT TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
REVENUES:							
Federal Revenues	8100	23,535,989	27,091,053				
State Revenues	8600	5,074,270	4,544,320				
Local Revenues	8800	58,501	6,000				
Total Income		28,668,760	31,641,373	0	0	0	0
Expenditures							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000	1,496	5,632				
Capital Outlay	6000						
Total Expenditures		1,496	5,632	0	0	0	0
Excess /(Deficiency) of Revenues over Expenditures		28,667,264	31,635,741	0	0	0	0
Other Financing Sources	8900						
Other Outgo	7000	28,643,581	31,654,373				
Net Increase/(Decrease) in Fund Balance		23,683	(18,632)	0	0	0	0
Beginning Fund Balance:							
Net Beginning Balance, July 1	9010	1,127,552	1,151,235		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	1,127,552		0		0	
Ending Fund Balance, June 30		1,151,235	1,132,603	0	0	0	0

For Actual Year: 2018-2019

Budget Year: 2019-2020

Fiduciary Funds Group

Description	Object	FUND: 77		FUND 79	
	Code	DEFERRED COMPENSATION TRUST FUND		OTHER TRUST FUNDS	
		Actual	Budget	Actual	Budget
REVENUES:					
Federal Revenues	8100				
State Revenues	8600			23,645	
Local Revenues	8800			2,152,797	4,393,274
Total Income		0	0	2,176,442	4,393,274
Expenditures					
Academic Salaries	1000			20,657	21,687
Classified Salaries	2000			452,673	493,700
Employee Benefits	3000			223,734	204,175
Supplies and Materials	4000			74,542	156,089
Other Operating Expenses and Services	5000			1,073,627	1,517,585
Capital Outlay	6000			38,922	603,854
Total Expenditures		0	0	1,884,155	2,997,090
Excess /(Deficiency) of Revenues over Expenditures		0	0	292,287	1,396,184
Other Financing Sources	8900			40,209,098	15,177,780
Other Outgo	7000			138,875	129,500
Net Increase/(Decrease) in Fund Balance		0	0	40,362,510	16,444,464
Beginning Fund Balance:					
Net Beginning Balance, July 1	9010		0	3,713,084	44,075,594
Prior Years Adjustments	9020				
Adjusted Beginning Balance	9030	0		3,713,084	
Ending Fund Balance, June 30		0	0	44,075,594	60,520,058

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2018-2019

District ID: 870

Name: RANCHO SANTIAGO

Fund Number In	Fund Name	Fund Number Out	Fund Name	Amount Transferred
33	CHILD DEVELOPMENT FUND	11	UNRESTRICTED SUBFUND	140,000
41	CAPITAL OUTLAY PROJECTS FUND	11	UNRESTRICTED SUBFUND	6,138,272
79	OTHER TRUST FUNDS	11	UNRESTRICTED SUBFUND	52,100
41	CAPITAL OUTLAY PROJECTS FUND	61	SELF-INSURANCE FUND	1,000,000
69	OTHER INTERNAL SERVICES FUND	61	SELF-INSURANCE FUND	10,000,000
79	OTHER TRUST FUNDS	69	OTHER INTERNAL SERVICES FUND	40,000,000
79	OTHER TRUST FUNDS	71	ASSOCIATED STUDENTS TRUST FUND	18,123

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010					1,415,038	
Adjustments	9020						
Adjusted Beginning Balance	9030		0			1,415,038	
Actual Fiscal Year Data							
State Lottery Proceeds:	8681		5,277,791			2,222,329	
		Instructional & Institutional Unrestricted				Instructional Materials Propostition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
Expenditures							
Academic Salaries	1000				0		0
Classified Salaries	2000				0		0
Employee Benefits	3000				0		0
Supplies & Materials							
Software	4100				0	3,169	3,169
Books, Magazines, & Periodicals	4200				0	42,087	42,087
Instructional Supplies & Materials	4300				0	1,193,566	1,193,566
Noninstructional Supplies & Mtrls	4400				0		0
Total Supplies and Materials		0	0	0	0	1,238,822	1,238,822
Other Operating Expenses and Services	5000	2,266,812	3,010,979		5,277,791	87,962	5,365,753
Capital Outlay							
Library Books	6300				0	237,526	237,526
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
Total Capital Outlay		0	0	0	0	237,526	237,526
Other Outgo	7000				0		0
Total Expenditures		2,266,812	3,010,979	0	5,277,791	1,564,310	6,842,101
Ending Balance					0	2,073,057	2,073,057

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 870

Name: RANCHO SANTIAGO

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010					2,073,057	
Adjustments	9020						
Adjusted Beginning Balance	9030		0			2,073,057	
Budget Fiscal Year Data							
State Lottery Proceeds:	8681		4,062,080			1,433,675	
		Instructional & Institutional Unrestricted				Instructional Materials Proposition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
Expenditures							
Academic Salaries	1000				0		0
Classified Salaries	2000				0		0
Employee Benefits	3000				0		0
Supplies & Materials	4000						
Software	4100				0	13,213	13,213
Books, Magazines, & Periodicals	4200				0	61,157	61,157
Instructional Supplies & Materials	4300				0	3,087,327	3,087,327
Noninstructional Supplies & Mtrls	4400				0		0
Total Supplies and Materials		0	0	0	0	3,161,697	3,161,697
Other Operating Expenses and Services	5000		3,799,670		3,799,670	149,400	3,949,070
Capital Outlay	6000						
Library Books	6300				0	195,635	195,635
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
Total Capital Outlay		0	0	0	0	195,635	195,635
Other Outgo	7000				0		0
Total Expenditures		0	3,799,670	0	3,799,670	3,506,732	7,306,402
Ending Balance					262,410	0	

Annual Financial and Budget Report

For Actual Year: 2018-2019

District ID: 870

Name: RANCHO SANTIAGO

EPA Revenue	25,493,388
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Activity Classification	Activity Code	Salaries and Benefits	Operating Expenses	Capital Outlay	Total
		(Obj 1000-3000)	(Obj 4000-5000)	(Obj 6000)	
Instructional Activities	0100-5900	25,493,388	0	0	25,493,388
TOTAL		25,493,388	0	0	25,493,388

Annual Financial and Budget Report

For Actual Year: 2018-2019

Budget Year: 2019-2020

District ID: 870

Name: RANCHO SANTIAGO

Fiscal Year	STRS	PERS	Total	Increase	
	Amount	Amount		Amount	Rate
2015-16	11,502,190	4,707,635	16,209,825	N/A	N/A
2016-17	12,632,832	5,868,146	18,500,978	2,291,153	14.13%
2017-18	15,209,680	6,867,803	22,077,483	3,576,505	19.33%
2018-19	22,633,347	11,902,374	34,535,721	12,458,238	56.43%
2019-20	18,142,651	10,609,379	28,752,030	-5,783,691	-16.75%
2020-21	19,423,575	12,232,742	31,656,317	2,904,287	10.10%

Does the district have a plan to fund these expenses through 2020-21?
No
Explain Yes or No
The District will need to make budget reductions in excess of any new revenue to pay for these cost increase in each budget year.

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

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of Agreement with SVA Architects, Inc. – Architectural Services for Campus Entrance Improvements – Phase 1 Preliminary Schematic Design Phase at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural services for the preliminary schematic design phase of the campus entrance improvements project at Santa Ana College. The project will restore the site upon completion of the Russell Hall demolition project. The current master plan indicates to provide a new entry plaza with a vehicular looped driveway, hardscape and softscape that integrate into the existing site, and a passenger-loading zone to serve both students and visitors including the OCTA Access bus users. This agreement will provide a conceptual design study for the District and college’s consideration and selection. The design team’s study will consider the master plan, college feedback, as well as recommendations provided by the District’s traffic engineer (LSA). Upon finalization of the conceptual study and scope of work, the project will require a new agreement for Phase 2, which will include the remaining design phases through closeout activities. The separation of the agreements will ensure the scope of work and budget are properly determined prior to entering into a full contract with the design team.

ANALYSIS:

A Request for Proposal (RFP) #1718-220 for architectural and engineering services for campus entrance improvements at Santa Ana College and Santiago Canyon College was solicited on August 13, 2018 to fourteen prequalified architects with a due date of September 14, 2018. The District received three proposals including Architecture 9 PLLLP (Rancho Cucamonga), HPI Architecture (Newport Beach), and SVA Architects, Inc. (Santa Ana). A screening panel convened on September 20, 2018 to review the proposals and interviewed all three firms on September 27, 2018. The selection panel recommends SVA Architects, Inc. by consensus based upon a thorough review and the culmination of their response, experience, team members, reference checks, approach to the project, and fee. The selection was also based on consideration of the project schedule, familiarity with the scope of work and familiarity with the campus. It is recommended that the District enter into an agreement with SVA Architects, Inc. for architectural services for the preliminary schematic design phase of the campus entrance improvements project at Santa Ana College.

The services covered by this agreement shall commence September 24, 2019 and end June 30, 2020. The contract is a total not-to-exceed fee of \$120,300. The District has reviewed the fee

and it is reasonable, within industry standards and similar to other prequalified architectural firms.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with SVA Architects, Inc. – Architectural Services for Campus Entrance Improvements – Phase 1 Preliminary Schematic Design Phase at Santa Ana College as presented.

Fiscal Impact:	\$120,300	Board Date: September 23, 2019
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Board Agreement Summary

Board Date: 9/23/19

Project: Campus Entrance Improvements - Phase 1 Preliminary
Schematic Design Phase

Site: **Santa Ana College**

Consultants: **SVA Architects, Inc.**

Type of Service: Architectural Services

Agreement Summary	Amount	Reimbursables	Start	Duration	End
Original Contract Amount	\$120,300.00		9/24/2019		6/30/2020
Total Agreement Amount	\$120,300.00				

AGREEMENT NO 0355.00/ DESCRIPTION:

This agreement #0355.00 is incorporated herein by reference and included as part of the agenda.

Total Proposed Amount: **\$120,300.00**

Contract End Date: **6/30/2020**

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

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of Surplus Property	
Action:	Request for Approval	

BACKGROUND

The District has accumulated a considerable amount of surplus property which requires an auction to dispose of this property. Legally, in order to dispose of District property, the Board of Trustees must take action to declare the attached items as surplus property prior to the auction.

ANALYSIS

An open house was held on September 5, 2019 for District staff to select usable items for their divisions or departments. The same day, an open house was held for non-profit organizations and school districts to select from the remaining items per District Board Policy BP6550. Three (3) school districts attended the preview. Attached is a listing of the surplus property as of September 11, 2019. This record will change as items continually move in and out of storage. Also included will be non-inventoried, miscellaneous items and e-waste that are not listed but will be sold at auction or disposed.

Therefore, it is recommended that The Liquidation Company (TLC) auctions the District's surplus property in accordance with the terms and conditions of the current contract. The auctioneer's commission fee is 45% of the gross sales which is competitive for off-site auctions. The fee from TLC includes advertising, transportation, labor, DMV paperwork and other related functions. Their performance and service have been very satisfactory. The advantages of using TLC are that they take the majority of our surplus property which is rare among auctioneers and they are licensed e-waste collectors. The current Board approved contract expires June 30, 2021.

Following the auction, District staff shall discard any remaining surplus property. This is in accordance with Board Policy BP6550 and AR6550.

RECOMMENDATION

It is recommended that the Board of Trustees declare the attached list of as surplus property and to utilize The Liquidation Company (TLC) to conduct an auction as presented.

Fiscal Impact:	Revenue to be Determined	Board Date: September 23, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Rancho Santiago Community College District

Surplus Equipment & Technology at September 11, 2019

TAG	TYPE	DESCRIPTION	SERIAL NO	STAT	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
13091	EQ	MINI DISPLAY TABE W/CARRYING CASE		N	0000	1OFF	JPT-101	10/01/89	06/19/19	\$1,019.00
301564	EQ	REFRIDGERATOR, GE SIDE BY SIDE	MS284279	N	2150	OEC	139	04/01/98	06/04/19	\$1,076.00
315380	TE	SERVER, DL380	ECBLKJN2W	N	2370	SW	SW	09/21/04	05/21/19	\$4,344.48
315381	TE	SERVER, DL380	ECBNKJNZ2W	N	2370	SW	SW	09/21/04	05/21/19	\$5,325.00
315382	TE	SERVER, DL380	ECBKKJNZ2W	N	2370	SW	SW	09/21/04	05/21/19	\$5,325.00
315383	TE	SERVER, DL380	ECBJKJNZ2W	N	2370	SW	SW	09/21/04	05/21/19	\$4,837.07
315384	TE	SERVER, DL380	ECC5KJNZ2W	N	2370	SW	SW	09/21/04	05/21/19	\$5,268.98
315385	TE	SERVER, DL380	ECC1KJNZ2W	N	2370	SW	SW	09/21/04	05/21/19	\$4,837.07
315386	TE	SERVER, DL380	ECBMKJNZ2W	N	2370	SW	SW	09/21/04	05/21/19	\$4,837.07
315389	TE	SERVER, DL380	EA71KJN32	N	2370	SW	SW	09/21/04	05/21/19	\$6,250.57
315391	TE	SERVER, DL380	EA72KJN32	N	2370	SW	SW	09/21/04	05/21/19	\$6,250.57
315392	TE	SERVER, DL380	EA73KJN32	N	2370	SW	SW	09/21/04	05/21/19	\$6,250.57
315394	TE	SERVER, DL380	EA3NKJNZ32	N	2370	SW	SW	09/21/04	05/21/19	\$7,404.39
315396	TE	SERVER, DL380	EA3MKJNZ32	N	2370	SW	SW	09/21/04	05/21/19	\$7,404.39
315398	TE	SERVER, DL380	EA3SKJNZ32	N	2370	SW	SW	09/21/04	05/21/19	\$7,404.39
315519	EQ	CARPET EXTRACTOR	1000124043	N	3021	SW	SW	09/13/04	09/10/19	\$2,362.96
315719	TE	COMPUTER,	7CT2361	N	2490	SW	SW	11/16/04	05/22/19	\$1,331.32
316693	TE	COMPUTER LAPTOP, STAFF USE	HNGFM71	N	2413	SW	SW	06/08/05	05/03/19	\$2,258.93
316973	TE	COMPUTER,	FROS191	N	0000	SW	SW	12/20/05	05/22/19	\$1,266.88
317451	TE	COMPUTER,	HXC53B1	N	2450	SW	SW	06/12/06	05/22/19	\$957.13
317497	TE	COMPUTER,	1NPT3B1	N	2370	SW	SW	06/15/06	06/05/19	\$1,148.34
317502	TE	COMPUTER,	DNPT3B1	N	2370	SW	SW	06/15/06	06/05/19	\$1,148.34
317551	TE	COMPUTERS,	240K5B1	N	2490	SW	SW	06/21/06	06/05/19	\$1,205.51
317554	TE	COMPUTERS,	150K5B1	N	2490	SW	SW	06/21/06	06/05/19	\$1,205.51
317555	TE	COMPUTERS,	280K5B1	N	2490	SW	SW	06/21/06	06/05/19	\$1,205.51
317557	TE	COMPUTERS,	H30K5B1	N	2490	SW	SW	06/21/06	06/05/19	\$1,205.51
317559	TE	COMPUTERS,	G10K5B1	N	2490	SW	SW	06/21/06	06/05/19	\$1,205.51
317572	TE	COMPUTERS,	F60K5B1	N	2490	SW	SW	06/21/06	06/05/19	\$1,205.51
317736	EQ	AIR FILTER SYSTEM,	7706G00002	N	2870	1K	K-102	07/04/06	05/14/19	\$2,932.07
317926	TE	PRINTER,	GK7E018267	N	3020	SW	SW	08/07/06	06/05/19	\$1,802.05
318128	TE	SERVER,	USE703N77J	N	2370	SW	SW	01/22/07	05/21/19	\$5,110.35

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318160	TE	COMPUTER,	6HRDGC1	N	2001	SW	SW	02/05/07	05/20/19	\$1,262.21
318164	TE	COMPUTER,	1HRDGC1	N	2001	SW	SW	02/05/07	05/20/19	\$1,262.21
318174	TE	COMPUTER,	2KRDGC1	N	2001	SW	SW	02/05/07	05/20/19	\$1,262.21
318203	TE	COMPUTER,	3ZYPGC1	N	2001	SW	SW	02/05/07	05/20/19	\$1,262.21
318522	TE	COMPUTER, DELL	48LY9C1	N	2370	SW	SW	01/04/07	05/22/19	\$1,231.58
318557	TE	COMPUTER, DELL	G8LY9C1	N	2370	SW	SW	01/04/07	05/22/19	\$1,231.58
318719	TE	COMPUTER PROCESSOR	DV0RNC1	N	0000	SW	SW	03/15/07	05/03/19	\$4,875.86
318743	TE	SERVER, FOR H210	USE712N9FB	N	2190	SW	SW	03/26/07	05/21/19	\$4,384.35
318823	TE	COMPUTER, DELL	6Y1PQC1	N	2190	SW	SW	04/02/07	06/05/19	\$1,430.41
319076	TE	SERVER,	USE718NISB	N	2190	SW	SW	05/04/07	05/21/19	\$4,575.36
319517	TE	SERVER RACK	USE726N5V4	N	2276	SW	SW	06/30/07	05/21/19	\$3,373.65
321094	TE	Computer, Dell, OPTIPLEX	864RRL1	N	2359	SW	SW	05/13/10	08/01/19	\$1,370.95
321207	TE	COMPUTERS, DELL, OPTIPLEX	HFKWRL1	N	0000	SW	SW	05/25/10	05/21/19	\$1,191.54
321803	TE	COMPUTER, IMAC 27 IN QUAD	QP05011TDNR	N	0000	SW	SW	12/15/10	05/10/19	\$2,395.91
322920	TE	Computer, Desktop, Dell	GB76XV1	N	0000	SW	SW	11/27/12	05/10/19	\$1,785.16
322925	TE	Computer, Desktop, Dell	GB77XV1	N	0000	SW	SW	11/27/12	05/10/19	\$1,308.49
322961	TE	Computer, Desktop, Dell	BRXBYV1	N	3025	SW	SW	11/30/12	05/10/19	\$1,195.19
322966	TE	Computer, Desktop, Dell	BRZCYV1	N	3025	SW	SW	11/30/12	05/10/19	\$1,195.19
323079	TE	COMPUTER,OPTIPLEX 755	7LL57J1	N	3003	SW	SW	02/24/09	05/22/19	\$1,046.03
323328	TE	Laptop Computer, Dell	H4GLTJ1	N	2550	SW	SW	05/18/09	07/10/19	\$2,394.84
323329	TE	Laptop Computer, Dell	65GLTJ1	N	2550	SW	SW	05/18/09	07/10/19	\$2,394.84
323330	TE	Laptop Computer, Dell	34GLTJ1	N	2550	SW	SW	05/18/09	07/10/19	\$2,394.84
324226	TE	Computer, Desktop, Dell	DVVITW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,151.69
324228	TE	Computer, Desktop, Dell	DVS2TW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,151.69
324230	TE	Computer, Desktop, Dell	DVVJSW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,151.69
324233	TE	Computer, Desktop, Dell	DVT0TW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,151.69
324239	TE	Computer, Desktop, Dell	DVSZSW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,151.69
324240	TE	Computer, Desktop, Dell	DVTZSW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,151.69
324241	TE	Computer, Desktop, Dell	DVS1TW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,151.69
324250	TE	Computer, Desktop, Dell	DW1KSW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,151.69
324257	TE	Computer, Desktop, Dell	DVX1TW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,151.69
324259	TE	Computer, Desktop, Dell	DW01TW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,151.69
324282	TE	Computer, Desktop, Dell	DW12W1	N	2994	SW	SW	04/04/13	05/10/19	\$1,151.69
324284	TE	Computer, Desktop, Dell	DVXZSW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,151.69
324732	TE	Computer, Desktop, Dell	dZW8TW1	N	2994	SW	SW	04/03/13	05/10/19	\$1,041.31
324747	TE	Computer, Desktop, Dell	DZSCTW1	N	2994	SW	SW	04/03/13	05/10/19	\$1,041.31
324749	TE	Computer, Desktop, Dell	DZT9TW1	N	2994	SW	SW	04/03/13	05/10/19	\$1,041.31

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324800	TE	Computer, Desktop, Dell	F0786TW1	N	2994	SW	SW	04/03/13	05/10/19	\$1,041.31
324803	TE	Computer, Desktop, Dell	F0FBTW1	N	2994	SW	SW	04/03/13	05/10/19	\$1,041.31
324804	TE	Computer, Desktop, Dell	F0D7TW1	N	2994	SW	SW	04/03/13	05/10/19	\$1,041.31
324875	TE	Computer, Desktop, Dell	F0HCTW1	N	2994	SW	SW	04/03/13	05/10/19	\$1,041.31
324925	TE	Computer, Desktop, Dell	F0P7TW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,041.31
324980	TE	Computer, Desktop, Dell	F066TW1	N	2994	SW	SW	04/04/13	05/10/19	\$1,041.31
325469	TE	Computer, Laptop, Dell	7M01k12	N	0000	SW	SW	10/22/14	05/10/19	\$1,384.99
326252	TE	Display, 27",	CO2N36P4F2GC	N	2354	SW	SW	09/03/14	05/10/19	\$1,028.92
327189	TE	Computer, Desktop, Dell		N	0000	SW	SW	06/09/15	05/22/19	\$1,142.74
F33310	EQ	LADDER, 35 FOOT		N	1807			12/28/04	07/08/19	\$863.49
F33311	EQ	LADDER, 35 FOOT		N	1807			12/28/04	07/08/19	\$863.49
F33312	EQ	LADDER, 35 FOOT		N	1807			12/28/04	07/08/19	\$863.49
F33313	EQ	LADDER, 35 FOOT		N	1807			12/28/04	07/08/19	\$863.49
F33314	EQ	LADDER, 35 FOOT		N	1807			12/28/04	07/08/19	\$863.49
F33315	EQ	LADDER, 35 FOOT		N	1807			12/28/04	07/08/19	\$863.49
F33577	TE	COMPUTER,	5S5GK91	N	1107	SW	SW	03/02/06	06/05/19	\$1,355.95
F33681	TE	COMPUTER	HZVZT91	N	1103	SW	SW	04/24/06	06/05/19	\$1,352.16
F33690	TE	COMPUTER,	5ZBBV91	N	1102	SW	SW	04/25/06	06/05/19	\$1,148.34
F33701	TE	COMPUTER,	G99BV91	N	1102	SW	SW	04/25/06	06/05/19	\$1,148.34
F33715	TE	COMPUTER,	5XTBV91	N	1103	SW	SW	04/25/06	06/05/19	\$1,148.34
F33716	TE	COMPUTER,	4XTBV91	N	1103	SW	SW	04/25/06	06/05/19	\$1,148.34
F33725	TE	COMPUTER,	5NTBV91	N	1103	SW	SW	04/25/06	06/05/19	\$1,148.34
F33816	TE	COMPUTER,	JJZX3B1	N	1103	SW	SW	06/19/06	06/05/19	\$1,148.34
F33831	TE	COMPUTER,	5FQO6B1	N	1103	SW	SW	06/23/06	06/05/19	\$1,156.96
F34065	TE	COMPUTER,	1W2FWC1	N	1102	SW	SW	05/01/07	05/20/19	\$1,262.21
F34091	TE	COMPUTER,	FX2FWC1	N	1102	SW	SW	05/01/07	05/20/19	\$1,262.21
F34158	TE	COMPUTER, DELL		N	1102	SW	SW	06/04/07	05/20/19	\$1,261.04
F34160	TE	COMPUTER, DELL		N	1102	SW	SW	06/04/07	05/20/19	\$1,261.04
F34161	TE	COMPUTER, DELL		N	1102	SW	SW	06/04/07	05/20/19	\$1,261.04
F34162	TE	COMPUTER, DELL		N	1102	SW	SW	06/04/07	05/20/19	\$1,261.04
F34174	TE	COMPUTER,	D26B1D1	N	1102	SW	SW	06/06/07	05/20/19	\$1,261.04
F34176	TE	COMPUTER,	C66B1D1	N	1102	SW	SW	06/06/07	05/20/19	\$1,261.04
F34177	TE	COMPUTER,	C36B1D1	N	1102	OEC	151	06/06/07	05/20/19	\$1,261.04
F34179	TE	COMPUTER,	276B1D1	N	1102	SW	SW	06/06/07	05/20/19	\$1,261.04
F34180	TE	COMPUTER,	736B1D1	N	1102	SW	SW	06/06/07	05/20/19	\$1,261.04
F34183	TE	COMPUTER,	266B1D1	N	1102	SW	SW	06/06/07	05/20/19	\$1,261.04
F34192	TE	COMPUTER,	J66B1D1	N	1102	SW	SW	06/06/07	05/20/19	\$1,261.04

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F34411	TE	COMPUTERS, DELL STANDARD	B7X1LF1	N	1106	SW	SW	02/08/08	05/20/19	\$1,032.45
F34412	TE	COMPUTERS, DELL STANDARD	C7X1LF1	N	1106	SW	SW	02/08/08	05/20/19	\$1,032.45
F34415	TE	COMPUTERS, DELL STANDARD	97X1LF1	N	1106	SW	SW	02/08/08	05/20/19	\$1,032.43
F34439	TE	Computer, Dell Optiflex	J7C5RF1	N	1102	SW	SW	03/04/08	05/22/19	\$942.23
F34540	TE	COMPUTERS, DELL, OPTIPLEX	9H127G1	N	1102	SW	SW	05/13/08	05/20/19	\$1,052.22
F34842	TE	Computer, Dell OptiPlex	SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34843	TE	Computer, Dell OptiPlex	JT3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34847	TE	Computer, Dell OptiPlex	FT3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34850	TE	Computer, Dell OptiPlex	9S3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34856	TE	Computer, Dell OptiPlex	CV3SHG1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34857	TE	Computer, Dell OptiPlex	5T3SHG1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34859	TE	Computer, Dell OptiPlex	3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34861	TE	Computer, Dell OptiPlex	3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34862	TE	Computer, Dell OptiPlex	3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34863	TE	Computer, Dell OptiPlex	3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34864	TE	Computer, Dell OptiPlex	3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34866	TE	Computer, Dell OptiPlex	6S3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34870	TE	Computer, Dell OptiPlex	BS3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34873	TE	Computer, Dell OptiPlex	HS3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34875	TE	Computer, Dell OptiPlex	3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34876	TE	Computer, Dell OptiPlex	GS3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34879	TE	Computer, Dell OptiPlex	GT3SHG1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34880	TE	Computer, Dell OptiPlex	2T3SGH1	N	1803	SW	SW	10/22/08	05/22/19	\$938.93
F34885	TE	Dell 755	9RTRHH1	N	1823	SW	SW	10/22/08	05/20/19	\$1,121.43
F34927	TE	COMPUTERS, DELL OPTIPLEX	75TZHH1	N	1106	SW	SW	10/22/08	05/20/19	\$977.98
F35198	EQ	Oscilloscope, Instek		N	1830	1A	A-103	03/25/09	06/06/19	\$357.43
F35199	EQ	Oscilloscope, Instek		N	1830	1A	A-103	03/25/09	06/06/19	\$357.43
F35200	EQ	Oscilloscope, Instek		N	1830	1A	A-103	03/25/09	06/06/19	\$357.43
F35201	EQ	Oscilloscope, Instek		N	1830	1A	A-103	03/25/09	06/06/19	\$357.43
F35202	EQ	Oscilloscope, Instek		N	1830	1A	A-103	03/25/09	06/06/19	\$357.43
F35204	EQ	Oscilloscope, Instek	EJ110666	N	1830	1A	A-103	03/31/09	06/06/19	\$360.06
F35205	EQ	Oscilloscope, Instek	EJ110634	N	1830	1A	A-103	03/31/09	06/06/19	\$360.06
F35303	TE	COMPUTERS, DELL PRECISION	69RJ9K1	N	1809	SW	SW	06/22/09	05/22/19	\$2,158.32
F35307	TE	COMPUTERS, DELL PRECISION	49RJ9K1	N	1809	SW	SW	06/22/09	05/03/19	\$2,158.38
F35806	TE	Computers, Dell OptiPlex	47TTRL1	N	1226	SW	SW	05/25/10	05/03/19	\$1,161.44
F36667	TE	Computers, Dell optiplex	4VXSDQ1	N	1106	SW	SW	04/21/11	05/22/19	\$1,515.98
F36672	TE	Computers, Dell optiplex	4VZPDQ1	N	1106	SW	SW	04/21/11	05/22/19	\$1,515.98

Printed:
Environment:

LoginID:

4.5 (6)

F37447	TE	Computer, Desktop, Dell	JBTRMS1	N	1101	SW	SW	05/01/12	05/21/19	\$1,185.15
F37452	TE	Computer, Desktop, Dell	JBVNMS1	N	1101	SW	SW	05/01/12	05/21/19	\$1,185.15
F37453	TE	Computer, Desktop, Dell	JBVNMS1	N	1101	SW	SW	05/01/12	05/03/19	\$1,185.15
F37455	TE	Computer, Desktop, Dell	JBVLMS1	N	1101	SW	SW	05/01/12	05/21/19	\$1,185.15
F37456	TE	Computer, Desktop, Dell	JBSSMS1	N	1101	SW	SW	05/01/12	05/21/19	\$1,185.15
F37457	TE	Computer, Desktop, Dell	JBTSMS1	N	1101	SW	SW	05/01/12	05/21/19	\$1,185.15
F37727	TE	Computer, Desktop, Dell		N	1847	SW	SW	08/09/12	05/10/19	\$1,132.50
F37745	TE	Computer, Desktop, Dell		N	1847	SW	SW	08/09/12	05/10/19	\$1,132.50
F37764	TE	Computer, Desktop, Dell		N	1847	SW	SW	08/09/12	05/10/19	\$1,132.50
F38116	TE	Computer, Desktop,	25JFSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38120	TE	Computer, Desktop,	259FSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38122	TE	Computer, Desktop,	259GCSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38124	TE	Computer, Desktop,	259GSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38126	TE	Computer, Desktop,	25JDSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38129	TE	Computer, Desktop,	25HCSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38130	TE	Computer, Desktop,	258GSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38133	TE	Computer, Desktop,	259DSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38139	TE	Computer, Desktop,	25GFSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38148	TE	Computer, Desktop,	25DDSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38150	TE	Computer, Desktop,	251DSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38156	TE	Computer, Desktop,	251F	N	1102	SW		03/08/13	08/19/19	\$523.92
F38157	TE	Computer, Desktop,	256GSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38159	TE	Computer, Desktop,	254FSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38169	TE	Computer, Desktop,	24ZDSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38170	TE	Computer, Desktop,	250DSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38171	TE	Computer, Desktop,	251GSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38172	TE	Computer, Desktop,	25CFSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38174	TE	Computer, Desktop,	25KCSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38175	TE	Computer, Desktop,	255GSW1	N	1102	SW	SW	03/08/13	08/19/19	\$523.92
F38355	TE	Computer, Desktop, Dell	6W58BY1	N	1823	SW	SW	10/11/13	05/10/19	\$1,123.12
F38378	TE	Computer, Desktop, Dell	6WC5BY1	N	1823	SW	SW	10/11/13	05/10/19	\$1,123.12
F38425	TE	Computer, Desktop, Dell	HVRB9Z1	N	1802	SW	SW	12/18/13	05/21/19	\$830.98
F38426	TE	Computer, Desktop, Dell	HVSB9Z1	N	1802	SW	SW	12/18/13	05/21/19	\$830.98
F38985	TE	Computer, Desktop, Dell	DMBGQ22	N	1102	SW	SW	12/17/14	05/22/19	\$1,250.68

Grand Total \$270,546.20

Printed:
Environment:

LoginID:

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

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of Donation of Surplus Items	
Action:	Request for Approval	

BACKGROUND

Board Policy 6550 allows the District to make available to non-profit organizations and school districts the opportunity to select items of interest prior to auction. Education Code 81452 allows the District to donate items having no monetary value.

ANALYSIS

Notices were e-mailed to nineteen (19) non-profit organizations within the District's boundaries and twenty-three (23) school districts and community colleges in Orange County. Three school districts attended the open house and two, Orange Unified School District and Garden Grove Unified School District submitted requests for donation. Below are the items selected to be donated.

Orange Unified School District, Richland High School

Item Description	Barcode/Serial Number
(18) ea. Tall White Chairs	n/a
(3) ea. Tall White Tables	n/a
(6) ea. Burgundy Chairs	n/a
(4) ea. Gray Tables	n/a
(1) Carpet Extractor	S/N 0115015079
(1) Carpet Extractor	315519
(1) ea. 6' White Table	n/a
(1) ea. Box of Binders	n/a
(1) ea. Backpack Vacuum	n/a
(4) ea. Overhead Storage Units	n/a

Garden Grove Unified School District

Item Description	Barcode/Serial Number
(1) ea. Wood Table	n/a
(1) ea. 2 Door Lateral Cabinet	n/a

RECOMMENDATION

It is recommended that the Board of Trustees approve the donation to Orange Unified School District and Garden Grove Unified School District as presented.

Fiscal Impact:	None	Board Date: September 23, 2019
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

To:	Board of Trustees	Date:	September 23, 2019
Re:	Adoption of Resolution No. 19-21 – Conflict of Interest Code		
Action:	Request for Adoption		

BACKGROUND

On September 24, 2018 the Rancho Santiago Community College District (RSCCD) Board of Trustees approved amendments to its' Conflict of Interest Code as required by Government Code Section 87300 of the Political Reform Act of 1974. Pursuant to Government Code Section 87306.5(b), the Orange County Board of Supervisors, as the code reviewing body for the District, has requested that the RSCCD conduct a review of its' Conflict of Interest Code as necessary and, if a change in the Code is necessitated by changed circumstances, submit an amended Code to the County. The amended Code will become effective upon approval by the County Board of Supervisors.

ANALYSIS

Consistent with the advisory opinions issued by the Fair Political Practices Commission (FPPC), the District's existing Conflict of Interest Code (Exhibit A) is revised to reflect changes in positions that are new, corrections, deleted or added due to reorganizations. Following RSCCD Board of Trustees approval the amended Code will then be submitted to the Orange County Clerk of the Board's office for submission and approval by the Board of Supervisors at their next regular meeting.

Filers listed in Exhibit B shall file Statements of Economic Interest with the Orange County Clerk of the Board by electronic submission. Exhibit B includes an updated list of employees in positions, those positions listed as vacant are positions affected by the changes to Exhibit A. Once Exhibit A has been approved, Exhibit B will be updated to reflect the employee in the position. The attached Code is not in conflict with the District's current Board Policy 3821 – Gift Ban Policy.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 19-21 - Conflict of Interest Code as presented.

Fiscal Impact:	None	Board Date:	September 23, 2019
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services		
Recommended by:	Marvin Martinez, Chancellor		

Resolution Number 19-21

RESOLUTION OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ADOPTING A CONFLICT OF INTEREST CODE
WHICH SUPERCEDES ALL PRIOR CONFLICT OF
INTEREST CODES AND AMENDMENTS
PREVIOUSLY ADOPTED

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 et. seq. (“the Act”), requires a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, Rancho Santiago Community College District has previously adopted a Conflict of Interest Code and that Code now requires updating; and

WHEREAS, amendments to the Act have in the past and foreseeably will in the future require conforming amendments to be made to the Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains terms for a standard model Conflict of Interest Code, which, together with amendments thereto, may be adopted by public agencies and incorporated by reference to save public agencies time and money by minimizing the actions required of such agencies to keep their codes in conformity with the Political Reform Act.

THEREFORE, BE IT RESOLVED:

Section 1. The terms of Title 2, California Code of Regulations, Section 18730 (Attachment A) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, together with Exhibits A and B in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the Rancho Santiago Community College District

Section 2. The provisions of all Conflict of Interest Codes and Amendments thereto previously adopted by the Rancho Santiago Community College District and hereby superseded.

Section 3. The Filing Officer is hereby authorized to forward a copy of this Resolution to the Clerk of the Orange County Board of Supervisors for review and approval by the Orange County Board of Supervisors as required by California Government Code Section 87303.

NOW THEREFORE, BE IT RESOLVED, that the Rancho Santiago Community College District hereby adopts Resolution 19-21 adopting the Conflict of Interest Code which supersedes all prior Conflict of Interest Codes and Amendments previously adopted.

DATED the 23rd day of September 2019.

Ayes:

Noes:

Absent:

Abstain:

Marvin Martinez
Secretary to the Board of Trustees

ATTACHMENT A

CONFLICT OF INTEREST CODE FOR THE Rancho Santiago Community College District

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code Regs. Sec. 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing, the FPPC may amend this Regulation to conform to amendments in the Political Reform Act. Therefore, the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the attached Exhibits designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of the Rancho Santiago Community College District.

Officials in the positions listed in Exhibit A shall file Statements of Economic Interest with either the Clerk of the Orange County Board of Supervisors or the agency/district's Political Reform Act Filing Officer, as specified in Exhibit A. The Statements of Economic Interest shall be maintained as public records and shall be made available for public inspection and reproduction (Government Code § 81008).



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Assistant Dean - Admissions & Records	OC-02	COB	Unchanged
Assistant Dean - DSPS	OC-02	COB	Unchanged
Assistant Dean - Financial Aid, Scholarships & Veterans	OC-02	COB	Unchanged
Assistant Dean - Student Services	OC-02	COB	Unchanged
Assistant Director - Athletics & Sports Information	OC-02	COB	Unchanged
Assistant Director - OC Small Business Development Center	OC-02	COB	Unchanged
Assistant Director - Small Business Initiative	OC-02	COB	Unchanged
Assistant Vice Chancellor - Educational Services	OC-01	COB	Unchanged
Assistant Vice Chancellor - Fiscal Services	OC-01	COB	Unchanged
Assistant Vice Chancellor - FP, Dist. Const. & Sup. Svcs.	OC-01	COB	Unchanged
Assistant Vice Chancellor - Human Resources	OC-01	COB	Unchanged
Assistant Vice Chancellor - Information Technology Services	OC-01	COB	Unchanged
Assistant Vice Chancellor - Workforce & Economic Development	OC-01	COB	Unchanged
Associate Dean - Business & Career Technical Education	OC-02	COB	Unchanged
Associate Dean - Counseling	OC-02	COB	Unchanged
Associate Dean - Criminal Justice Academies	OC-01	COB	Unchanged
Associate Dean - Disable Student Programs & Services	OC-02	COB	Unchanged
Associate Dean - Extended Opportunity Programs and Services	OC-02	COB	Unchanged
Associate Dean - Financial Aid	OC-02	COB	Unchanged
Associate Dean - Fire Technology	OC-01	COB	Unchanged
Associate Dean - Health Sciences & Nursing	OC-01	COB	Unchanged
Associate Dean - Instructional & Student Services	OC-02	COB	Unchanged
Associate Dean - Student Development	OC-02	COB	Unchanged
Associate Director I - Child Development Center	OC-02	COB	Unchanged
Associate Director II - Early Head Start	OC-02	COB	Unchanged
Associate Director II - Child Development Center	OC-02	COB	Unchanged
Benefits Analyst	OC-02	COB	Unchanged
Board of Trustee	OC-01	COB	Unchanged
Bookstore Manager	OC-01	COB	Unchanged
Bookstore Operations Specialist	OC-02	COB	Unchanged



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Bookstore Storekeeper	OC-02	COB	Unchanged
Budget, Forecasting & Analysis Manager	OC-02	COB	Unchanged
Buyer	OC-02	COB	Unchanged
Chancellor	OC-01	COB	Unchanged
Chief - District Safety & Security	OC-01	COB	Unchanged
Consultant	OC-30	Agency	Unchanged
Custodial Supervisor	OC-02	COB	Unchanged
Dean - Academic Affairs	OC-01	COB	Added
Reason: New position			
Dean - Arts, Humanities & Social Sciences	OC-01	COB	Unchanged
Dean - Business	OC-01	COB	Unchanged
Dean - Business & Career Technical Education	OC-01	COB	Unchanged
Dean - Counseling	OC-01	COB	Unchanged
Dean - Counseling & Student Support Services	OC-01	COB	Unchanged
Dean - Enrollment & Support Services	OC-01	COB	Unchanged
Dean - Fine & Performing Arts	OC-01	COB	Unchanged
Dean - Human Services & Technology	OC-01	COB	Unchanged
Dean - Humanities & Social Sciences	OC-01	COB	Unchanged
Dean - Inst. Effectiveness, Library & Learning Sup. Svcs.	OC-01	COB	Unchanged
Dean - Instruction & Student Services	OC-01	COB	Unchanged
Dean - Kinesiology Health & Athletics	OC-01	COB	Unchanged
Dean - Mathematics & Sciences	OC-01	COB	Unchanged
Dean - Science, Mathematics & Health Science	OC-01	COB	Unchanged
Dean - Student Affairs	OC-01	COB	Unchanged
Director - Academic and End User Support Services	OC-02	COB	Renamed
Reason: Title change due to reorganization			
Director - Athletics	OC-02	COB	Unchanged
Director - Auxiliary Services	OC-02	COB	Unchanged
Director - Campus Budget & Accounting	OC-01	COB	Renamed
Reason: Title change due to reorganization			
Director - Child Development Services, Quality Assurance	OC-02	COB	Unchanged
Director - College Advancement	OC-01	COB	Unchanged



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Director - College Research	OC-02	COB	Unchanged
Director - Continuing Education Support Services	OC-02	COB	Unchanged
Director - Criminal Justice Academy	OC-02	COB	Renamed
Reason: Title change due to reorganization			
Director - Employment Services, Equity and Diversity	OC-02	COB	Unchanged
Director - Facility Planning, Dis. Construction & Sup. Svcs.	OC-02	COB	Unchanged
Director - Fire Instruction	OC-02	COB	Unchanged
Director - Global Trade & Logistics Initiative	OC-02	COB	Unchanged
Director - Grants	OC-02	COB	Unchanged
Director - Information Comm. Tech/Digital Media Initiative	OC-02	COB	Unchanged
Director - Information Systems	OC-02	COB	Unchanged
Director - Institute for Workforce Development	OC-02	COB	Unchanged
Director - LA/OC Regional Consortia - LA Director	OC-02	COB	Unchanged
Director - LA/OC Regional Consortia - OC Director	OC-02	COB	Unchanged
Director - Network & Communications	OC-02	COB	Unchanged
Director - Physical Plant & Facilities	OC-02	COB	Unchanged
Director - Public Affairs & Publications	OC-02	COB	Unchanged
Director - Purchasing Services	OC-02	COB	Unchanged
Director - Retail, Hospitality & Tourism Initiative	OC-02	COB	Unchanged
Director - Small Business Development Center	OC-02	COB	Unchanged
Director - Small Business Initiative	OC-02	COB	Unchanged
Director - Special Programs	OC-02	COB	Unchanged
Director - Student Equity and Success	OC-02	COB	Unchanged
Director - Student Information Support	OC-02	COB	Unchanged
Director - Technology, Infrastructure & Support Services	OC-02	COB	Added
Reason: Title change due to reorganization			
Director - Workplace Safety & Risk Management	OC-01	COB	Unchanged
Director I - Child Development Center	OC-02	COB	Unchanged
Director II - Child Development Center	OC-02	COB	Unchanged
Dist. Admin. - Institutional Equity, Compliance & Title IX	OC-02	COB	Added
Reason: New position			
District Support Services Supervisor	OC-01	COB	Unchanged



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Enrollment Reporting Manager	OC-02	COB	Unchanged
Exec. Dir. - Dist. Research, Planning & Inst. Effectiveness	OC-02	COB	Unchanged
Exec. Dir. - Industry Sec. Engage. & CTE Prog. Specialist	OC-02	COB	Unchanged
Executive Director - Adult Education Block Grant	OC-01	COB	Unchanged
Executive Director - Child Development Services	OC-01	COB	Unchanged
Executive Director - College Advancement	OC-01	COB	Unchanged
Executive Director - Digital Media Center	OC-01	COB	Unchanged
Executive Director - Institute for Workforce Development	OC-01	COB	Unchanged
Executive Director - Resource Development	OC-01	COB	Unchanged
Facilities Manager	OC-01	COB	Unchanged
Facilities Project Manager	OC-02	COB	Unchanged
Graphic Communications Manager	OC-02	COB	Unchanged
Internal Audit Manager	OC-01	COB	Unchanged
Inventory, Delivery & Storage Supervisor	OC-02	COB	Unchanged
Lead Central Plant Operator	OC-02	COB	Unchanged
Lieutenant - District Safety & Security	OC-02	COB	Unchanged
Maintenance Supervisor	OC-01	COB	Unchanged
Manager - Fiscal Services	OC-02	COB	Unchanged
Payroll Manager	OC-02	COB	Unchanged
President - Santa Ana College	OC-01	COB	Unchanged
President - Santiago Canyon College	OC-01	COB	Unchanged
Project Manager	OC-02	COB	Unchanged
Public Information Officer	OC-02	COB	Unchanged
Publications & Electronic Media Manager	OC-02	COB	Unchanged
Registrar	OC-02	COB	Unchanged
Sergeant - District Safety & Security	OC-02	COB	Unchanged
Vice Chancellor - Business Operations/Fiscal Services	OC-01	COB	Unchanged
Vice Chancellor - Educational Services	OC-01	COB	Unchanged
Vice Chancellor - Human Resources	OC-01	COB	Unchanged
Vice President - Academic Affairs	OC-01	COB	Unchanged
Vice President - Administrative Services	OC-01	COB	Unchanged



Conflict of Interest Code EXHIBIT A (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Position	Disclosure Category	Files With	Status
Vice President - Continuing Education	OC-01	COB	Unchanged
Vice President - Student Services	OC-01	COB	Unchanged

Total: 121



Disclosure Descriptions EXHIBIT B (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Disclosure Category	Disclosure Description	Status
OC-01	All interests in real property in Orange County, the authority or the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-02	All investments, business positions and sources of income (including gifts, loans and travel payments).	Unchanged
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head/Director/General Manager/Superintendent/etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.	Unchanged

Grand Total: 3



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Adams	Jennie	R.	Director - Auxiliary Services		OC-02	Unchanged
Almaraz	Erika		Manager - Fiscal Services		OC-02	Unchanged
Alonzo	Joseph		Director - Special Programs		OC-02	Unchanged
Alvano	Patricia	Guevara	Director - Continuing Education Support Services		OC-02	Unchanged
Alvarez	Claudia	C.	Board of Trustee		OC-01	Unchanged
Armstrong	Joanne		Dean - Instruction & Student Services		OC-01	Unchanged
Arteaga	Elizabeth		Associate Dean - Business & Career Technical Education		OC-02	Unchanged
Avedesian	K.	Starr	Assistant Dean - DSPS		OC-02	Unchanged
Babeshoff	Ruth	M.	Dean - Counseling & Student Support Services		OC-01	Unchanged
Baker	Scott	E.	Lieutenant - District Safety & Security		OC-02	Unchanged
Barrios	Arianna	P.	Board of Trustee		OC-01	Unchanged
Becerra	Rosio		Director - Special Programs		OC-02	Unchanged
Breden	Carolyn		Dean - Human Services & Technology		OC-01	Unchanged
Castellon	Maria	Refugio	Director I - Child Development Center		OC-02	Unchanged
Chamorro	Gustavo		Director - LA/OC Regional Consortia - OC Director		OC-02	Unchanged
Chapple	Felomina		Buyer		OC-02	Unchanged

4.7 (11)



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Chavez	Lorena		Director - Special Programs		OC-02	Unchanged
Childers	Karen		Director - LA/OC Regional Consortia - LA Director		OC-02	Unchanged
Coburn	Allison		Facilities Project Manager		OC-02	Unchanged
Comeau	Carol		Dean - Human Services & Technology		OC-01	Unchanged
Cossio-Muniz	Ruth	Jacqueline	Executive Director - Digital Media Center		OC-01	Unchanged
Coto	Jennifer		Dean - Enrollment & Support Services		OC-01	Unchanged
Covarrubias	Deisy		Director - Special Programs		OC-02	Unchanged
Cowan	Jerelyn		Director II - Child Development Center		OC-02	Unchanged
Cuellar	Estela		Director - Special Programs		OC-02	Unchanged
Davis	Adriene	L.	Assistant Vice Chancellor - Workforce & Economic Development		OC-01	Unchanged
Davis	Stuart	Leon	Director - Information Systems		OC-02	Unchanged
De La Cruz	Maria		Dean - Counseling		OC-01	Unchanged
De La Rosa	Jennifer		Associate Dean - Student Development		OC-02	Unchanged
Dower	Kellori		Dean - Fine & Performing Arts		OC-01	Unchanged
Duenas	Gabriel	Navarez	Custodial Supervisor		OC-02	Unchanged
Eidgahy	Saeid		Dean - Science, Mathematics & Health Science		OC-01	Unchanged

4.7 (12)



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Estrada	Brenda		Director - Special Programs		OC-02	Unchanged
Fasbinder	Lori	Elise	Dean - Instruction & Student Services		OC-01	Unchanged
Files with Agency			Consultant		OC-30	
Galvan	Javier		Dean - Humanities & Social Sciences		OC-01	Unchanged
Gascon	Christine	M.	Executive Director - Adult Education Block Grant		OC-01	Unchanged
Gonzalez	Yezid	H.	Assistant Vice Chancellor - Information Technology Services		OC-01	Unchanged
Gonzalez	Zeferina		Director I - Child Development Center		OC-02	Unchanged
Grant	Madeline		Dean - Business		OC-01	Unchanged
Green	Tracie		Vice Chancellor - Human Resources		OC-01	Unchanged
Hanna	John	R.	Board of Trustee		OC-01	Unchanged
Hardash	Peter	J.	Vice Chancellor - Business Operations/Fiscal Services		OC-01	Unchanged
Hegarty	Mary		Director - Athletics		OC-02	Unchanged
Hernandez	John	C.	President - Santiago Canyon College		OC-01	Unchanged
Hernandez	Zeke		Board of Trustee		OC-01	Unchanged
Hoffman	Simon	Barton	Vice President - Administrative Services		OC-01	Unchanged
Homo	Patricia		Public Information Officer		OC-02	Unchanged

4.7 (13)



Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Hopkins	Dean	Alan	Publications & Electronic Media Manager		OC-02	Unchanged
Hubbard	Vaniethia		Vice President - Student Services		OC-01	Unchanged
Huotari	Monte		Sergeant - District Safety & Security		OC-02	Unchanged
Isais	Enriqueta		Director I - Child Development Center		OC-02	Unchanged
Jeffery	William	F.	Bookstore Manager		OC-01	Unchanged
Jensen	Michael		Sergeant - District Safety & Security		OC-02	Unchanged
Jordan	Loretta	M.	Associate Dean - Student Development		OC-02	Unchanged
Kang	Charles		Buyer		OC-02	Unchanged
Kehlenbach	Brian		Dean - Fine & Performing Arts		OC-01	Unchanged
Kennedy	James	S.	Vice President - Continuing Education		OC-01	Unchanged
Kosko	Christine	Faith	Dean - Instruction & Student Services		OC-01	Unchanged
Kruizenga	Alicia		Dean - Student Affairs		OC-01	Unchanged
Labrado	Lawrence	R.	Board of Trustee		OC-01	Unchanged
Lamb	Jeffrey	N.	Vice President - Academic Affairs		OC-01	Unchanged
Law	Mary		Graphic Communications Manager		OC-02	Unchanged
Leon	Christine	Mary	Associate Dean - Extended Opportunity Programs and Services		OC-02	Unchanged
Liang	Mark	Chong-Mou	Dean - Enrollment & Support Services		OC-01	Unchanged

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Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Linnell	Janneth		Executive Director - Child Development Services		OC-01	Unchanged
Linthicum	Steve	W.	Director - Information Comm. Tech/Digital Media Initiative		OC-02	Unchanged
Love	Janice	M.	Director - College Research		OC-02	Unchanged
Loya	Diane	S.	Benefits Analyst		OC-02	Unchanged
Macias	Jazmin E.		Buyer		OC-02	Unchanged
Macias	Maria		Bookstore Operations Specialist		OC-02	Unchanged
Mahany	Donald	Edward	Associate Dean - Fire Technology		OC-01	Unchanged
Manning	R. Douglas		Dean - Kinesiology Health & Athletics		OC-01	Unchanged
Manson	Robert	G.	Associate Dean - Financial Aid		OC-02	Unchanged
Marasigan	Elouise	P.	Director - Employment Services, Equity and Diversity		OC-02	Unchanged
Martinez	Marvin		Chancellor		OC-01	Unchanged
Martinez-Flores	Marilyn		Vice President - Academic Affairs		OC-01	Unchanged
Mathews	Kimberly	Marie	Director - Special Programs		OC-02	Unchanged
Matsumoto	Carri	Misayo	Assistant Vice Chancellor - FP, Dist. Const. & Sup. Svcs.		OC-01	Unchanged
Maus	Donald		Director - Workplace Safety & Risk Management		OC-01	Unchanged
Melendez	Joe		Facilities Project Manager		OC-02	Unchanged
Melendez	Linda	M.	Director - Purchasing Services		OC-02	Unchanged

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Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Mendoza	Nelida		Board of Trustee		OC-01	Unchanged
Mercado-Cota	Teresa		Assistant Dean - Student Services		OC-02	Unchanged
Miller	Rebecca	L.	Associate Dean - Health Sciences & Nursing		OC-01	Unchanged
Mozaffari	Leila		Executive Director - Institute for Workforce Development		OC-01	Unchanged
Nguyen	Phuong	T.	Registrar		OC-02	Unchanged
Nguyen	Thao T.		Budget, Forecasting & Analysis Manager		OC-02	Unchanged
Nguyen	Tuyen	Khac	Assistant Dean - Admissions & Records		OC-02	Unchanged
O'Connor	Adam	M.	Assistant Vice Chancellor - Fiscal Services		OC-01	Unchanged
Oforlea	Veronica		Associate Dean - Disable Student Programs & Services		OC-02	Unchanged
Oropeza	Alfonso	Martinez	Director - Academic and End User Support Services		OC-02	Position Renamed
Oviedo	Alex		District Support Services Supervisor		OC-01	Unchanged
Pacheco	Manuel	R.	Lieutenant - District Safety & Security		OC-02	Unchanged
Paramore	Stephanie		Dean - Instruction & Student Services		OC-01	Unchanged
Perez	Enrique		Vice Chancellor - Educational Services		OC-01	Unchanged
Perez	Lakyshia		Director - Special Programs		OC-02	Unchanged

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Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Pham	MyLe	Thi	Director - Child Development Services, Quality Assurance		OC-02	Unchanged
Pham	Nga	T.	Exec. Dir. - Dist. Research, Planning & Inst. Effectiveness		OC-02	Unchanged
Prado	Francisco		Sergeant - District Safety & Security		OC-02	Unchanged
Pruznick	Jennifer	Lynn	Associate Director II - Child Development Center		OC-02	Unchanged
Quinonez	Fernando		Bookstore Storekeeper		OC-02	Unchanged
Quinonez	Raul		Bookstore Storekeeper		OC-02	Unchanged
Randolph	Shelly		Internal Audit Manager		OC-01	Unchanged
Rizvi	Syed	Aijaz Mustafa	Vice President - Student Services		OC-01	Unchanged
Rodriguez	Sergio		Director - Student Information Support		OC-02	Unchanged
Romero	Christina		Executive Director - College Advancement		OC-01	Unchanged
Rose	Linda	D.	President - Santa Ana College		OC-01	Unchanged
Santoyo	Sarah	Ruth	Assistant Vice Chancellor - Educational Services		OC-01	Unchanged
Satele	Arleen	G.	Vice President - Administrative Services		OC-01	Unchanged
Sotelo	Sergio	R.	Dean - Instruction & Student Services		OC-01	Unchanged
Steckler	Mary		Associate Dean - Health Sciences & Nursing		OC-01	Unchanged

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Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Steffens	John	D.	Director - Student Information Support		OC-02	Unchanged
Stringer	Martin	Robert	Dean - Mathematics & Sciences		OC-01	Unchanged
Tanner	Nancy		Payroll Manager		OC-02	Unchanged
Taylor	Darryl	Samuel	Director - Facility Planning, Dis. Construction & Sup. Svcs.		OC-02	Unchanged
Toledo	Michael		Chief - District Safety & Security		OC-01	Unchanged
Toner	Jose	Armando	Inventory, Delivery & Storage Supervisor		OC-02	Unchanged
Torres	Jetzamina J.		Director - Special Programs		OC-02	Unchanged
Tran	Sheena	Du	Assistant Dean - Financial Aid, Scholarships & Veterans		OC-02	Unchanged
Truong	Huey	Christopher	Registrar		OC-02	Unchanged
Vacant			Assistant Director - Athletics & Sports Information		OC-02	
Vacant			Assistant Director - OC Small Business Development Center		OC-02	
Vacant			Assistant Director - Small Business Initiative		OC-02	
Vacant			Associate Dean - Counseling		OC-02	
Vacant			Associate Dean - Instructional & Student Services		OC-02	
Vacant			Associate Director I - Child Development Center		OC-02	

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Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Vacant			Dean - Academic Affairs		OC-01	
Vacant			Dean - Business & Career Technical Education		OC-01	
Vacant			Director - Campus Budget & Accounting		OC-01	
Vacant			Director - College Advancement		OC-01	
Vacant			Director - Criminal Justice Academy		OC-02	
Vacant			Director - Fire Instruction		OC-02	
Vacant			Director - Global Trade & Logistics Initiative		OC-02	
Vacant			Director - Grants		OC-02	
Vacant			Director - Institute for Workforce Development		OC-02	
Vacant			Director - Network & Communications		OC-02	
Vacant			Director - Physical Plant & Facilities		OC-02	
Vacant			Director - Public Affairs & Publications		OC-02	
Vacant			Director - Retail, Hospitality & Tourism Initiative		OC-02	
Vacant			Director - Small Business Development Center		OC-02	
Vacant			Director - Small Business Initiative		OC-02	

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Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Vacant			Director - Student Equity and Success		OC-02	
Vacant			Director - Technology, Infrastructure & Support Services		OC-02	
Vacant			Dist. Admin. - Institutional Equity, Compliance & Title IX		OC-02	
Vacant			Enrollment Reporting Manager		OC-02	
Vacant			Exec. Dir. - Industry Sec. Engage. & CTE Prog. Specialist		OC-02	
Vacant			Executive Director - Resource Development		OC-01	
Vacant			Lead Central Plant Operator		OC-02	
Vacant			Project Manager		OC-02	
Vakil	David		Dean - Arts, Humanities & Social Sciences		OC-01	Unchanged
Van	Connie		Associate Director II - Early Head Start		OC-02	Unchanged
Vargas-Navarro	Jose	F.	Vice President - Continuing Education		OC-01	Unchanged
Vazquez	Alejandro		Custodial Supervisor		OC-02	Unchanged
Voelcker	Aaron	James	Dean - Inst. Effectiveness, Library & Learning Sup. Svcs.		OC-01	Unchanged
Wahl	Susan	R.	Director II - Child Development Center		OC-02	Unchanged
Wales	Charles		Facilities Manager		OC-01	Unchanged

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Master List of Agency Filers (Final Draft)

Entity: College Districts

Agency: Rancho Santiago Community College District

Last Name	First Name	Middle Name	Position	Division	Category	Status
Wall	Brenda		Public Information Officer		OC-02	Unchanged
Ward	Robert		Maintenance Supervisor		OC-01	Unchanged
Wert	Raymond		Sergeant - District Safety & Security		OC-02	Unchanged
Wild	Christopher	R.	Bookstore Operations Specialist		OC-02	Unchanged
Winchell	Timothy		Associate Dean - Criminal Justice Academies		OC-01	Unchanged
Winter	Alistair		Assistant Vice Chancellor - Human Resources		OC-01	Unchanged
Yarbrough	Phillip	E.	Board of Trustee		OC-01	Unchanged

Grand Total: 164

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07/14/19 thru 08/17/19

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-B0001654	07/17/19	79	Auxiliary Services Office	Other Operating Exp & Services	SCHICK RECORDS MGMT	1,302.00
20-B0001655	07/19/19	71	Student Activities	Other Operating Exp & Services	OFFICE DEPOT BUSINESS SVCS	500.00
20-B0001656	07/19/19	79	Auxiliary Services Office	Other Operating Exp & Services	BOYD & ASSOCIATES	156.00
20-B0001657	07/19/19	79	Auxiliary Services Office-Dist	Other Operating Exp & Services	CARACAL ENTERPRISES LLC	13,000.00
20-B0001658	07/24/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	EL PACHUCO ZOOT SUITS	2,500.00
20-B0001659	07/24/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	STAGED CINEMA PRODUCTIONS, INC.	500.00
20-B0001660	07/24/19	79	Auxiliary Services Office-Dist	Other Operating Exp & Services	PACIFIC PARKING SYSTEMS INC	6,077.50
20-B0001661	07/30/19	79	Auxiliary Services Office	Non-Instructional Supplies	DON BOOKSTORE/HAWK BOOKSTORE	5,000.00
20-B0001662	07/30/19	31	Bookstore - CEC	Freight Expense	FEDEX	8,000.00
20-B0001664	07/30/19	31	Bookstore - SAC	Freight Expense	FEDEX	14,000.00
20-B0001665	07/30/19	31	Bookstore - SAC	Freight Expense	JET DELIVERY INC	12,000.00
20-B0001666	07/30/19	31	Bookstore - SAC	Freight Expense	YRC (RDWY)	6,000.00
20-B0001667	07/30/19	31	Bookstore - Don Express	Other Operating Exp & Services	BOYD & ASSOCIATES	1,800.00
20-B0001668	07/30/19	31	Bookstore - SAC	Other Operating Exp & Services	DE LAGE LANDEN FINANCIAL SERVICES	5,000.00
20-B0001669	07/30/19	31	Bookstore - SAC	Other Operating Exp & Services	MOBILE MINI, LLC	1,600.00
20-B0001670	07/30/19	31	Bookstore - Don Express	Other Operating Exp & Services	TERMINIX INTL CO. LP	400.00
20-B0001671	07/30/19	31	Bookstore - CEC	Freight Expense	YRC (RDWY)	6,000.00
20-B0001672	07/31/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	TROXELL COMM INC	1,288.73
20-B0001673	08/02/19	79	Auxiliary Services Office	Other Operating Exp & Services	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-B0001674	08/02/19	79	Auxiliary Services Office	Other Operating Exp & Services	DE LAGE LANDEN FINANCIAL SERVICES	4,450.00
20-B0001675	08/02/19	79	Auxiliary Services Office	Other Operating Exp & Services	OFFICE DEPOT BUSINESS SVCS	1,500.00
20-B0001676	08/07/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	DON BOOKSTORE/HAWK BOOKSTORE	500.00
20-B0001677	08/09/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	D3 SPORTS INC.	1,053.19
20-B0001678	08/09/19	79	A&R Office - Credit	Non-Instructional Supplies	Q-MATIC CORP	544.00
20-B0001679	08/09/19	79	Continuing Education Division	Non-Instructional Supplies	MICHAEL J MACKENZIE	37.69
20-B0001681	08/09/19	79	A&R Office - Credit	Excess/Copies Usage	KONICA MINOLTA BUSINESS	2,000.00
20-B0001682	08/09/19	79	International Student Program	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,100.00
20-B0001683	08/09/19	79	Auxiliary Services Office	Excess/Copies Usage	KONICA MINOLTA BUSINESS	47,000.00
20-B0001684	08/13/19	79	Auxiliary Services Office	Other Operating Exp & Services	FAIR PLAY SCORE BOARDS	1,495.40
20-P0057785	07/15/19	12	Student Development	Books Paid for Students	DON BOOKSTORE	13,975.00
20-P0057786	07/15/19	12	Student Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	800.00
20-P0057787	07/15/19	12	Student Development	Food and Food Service Supplies	ALBERTSONS/SAFEWAY	250.00
20-P0057788	07/15/19	11	Maintenance & Operations	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	648.00
20-P0057789	07/15/19	12	Fine & Performing Arts Office	Instructional Supplies	HEATHER K. GILLETTE	3,196.73
20-P0057790	07/15/19	12	Student Development	Transportation - Student	GOLD COAST TOURS	2,500.00
20-P0057791	07/15/19	11	Maintenance	Non-Instructional Supplies	MAINTENANCE SOLUTION INC	2,000.00
20-P0057792	07/15/19	11	CJ/Academies	Non-Instructional Supplies	MAINTENANCE SOLUTION INC	2,000.00
20-P0057793	07/15/19	12	Safety & Parking - DO	Contracted Repair Services	R AND J SANTIAGO HILLS CAR CARE	3,000.00
20-P0057794	07/15/19	12	Safety & Parking - DO	Gasoline	VOYAGER FLEET SYSTEM INC	1,000.00
20-P0057795	07/15/19	11	Automotive Technology/Engine	Laundry & Dry Cleaning Service	CINTAS CORP	3,063.00
20-P0057796	07/15/19	12	Safety & Parking - DO	Gasoline	VOYAGER FLEET SYSTEM INC	500.00
20-P0057797	07/15/19	33	CDC Administration	Non-Instructional Supplies	HOME DEPOT	1,000.00

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Legend: * = Multiple Funds for this P.O.

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07/14/19 thru 08/17/19

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0057798	07/15/19	12	Student Development	Food and Food Service Supplies	SANTIAGO HILLS AUTO SPA INC	300.00
20-P0057799	07/15/19	12	Student Development	Food and Food Service Supplies	LITTLE CAESARS PIZZA	225.00
20-P0057800	07/15/19	12	Library Services	Library Books - Periodicals	GREY HOUSE PUBLISHING	179.10
20-P0057801	07/15/19	12	Biology	Instructional Supplies	ALBERTSONS/SAFEWAY	700.00
20-P0057802	07/15/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	B & H PHOTO VIDEO INC	1,868.28
20-P0057803	07/15/19	12	Biology	Instructional Supplies	VWR FUNDING INC	4,000.00
20-P0057804	07/15/19	12	Biology	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	2,000.00
20-P0057805	07/15/19	12	Biology	Instructional Supplies	CONNECTICUT VALLEY BIOLOGICAL	425.00
20-P0057806	07/15/19	12	Academic Affairs Office	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	12,225.19
20-P0057807	07/16/19	11	Library Services	Non-Instructional Supplies	DEMCO INC	77.01
20-P0057808	07/16/19	12	Inmate Education Program	Instructional Supplies	EDUCATIONAL TESTING SVC	18,512.50
20-P0057809	07/16/19	11	Business Operations' Office	Courier/Delivery Services	ORANGE COUNTY DEPT OF ED	5,000.00
20-P0057810	07/16/19	33	CDC Administration	Contracted Repair Services	ITW FOOD EQUIPMENT GROUP LLC	912.81
20-P0057811	07/16/19	12	Orientation/Coord/Training	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	599.61
20-P0057812	07/16/19	33	CDC Administration	Contracted Services	SOCAL SHRED LLC	105.00
20-P0057813	07/16/19	33	CDC Administration	Contracted Services	D4 SOLUTIONS INC.	1,616.92
20-P0057814	07/16/19	12	Automotive Technology/Engine	Instructional Supplies	CARQUEST AUTO PARTS	800.00
20-P0057815	07/16/19	11	Manufacturing Technology	Laundry & Dry Cleaning Service	CINTAS CORP	1,500.00
20-P0057816	07/16/19	11	Maintenance & Operations	Contracted Repair Services	HILLS BROS LOCK & SAFE	2,445.00
20-P0057817	07/16/19	11	Publications	Non-Instructional Supplies	VERITIV OPERATING COMPANY	4,093.96
20-P0057818	07/16/19	12	Counseling	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	4,000.00
20-P0057819	07/16/19	11	Maintenance & Operations	Contracted Repair Services	PROFESSIONAL PLUMBING &	5,550.00
20-P0057820	07/16/19	12	Biology	Instructional Supplies	MICROTECH SCIENTIFIC	1,000.00
20-P0057821	07/16/19	12	Biology	Instructional Supplies	VWR FUNDING INC	1,000.00
20-P0057822	07/16/19	11	Chancellor's Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
20-P0057823	07/16/19	12	Biology	Instructional Supplies	FISHER SCIENTIFIC	1,500.00
20-P0057824	07/16/19	11	Continuing Education Division	Non-Instructional Supplies	DON BOOKSTORE	100.00
20-P0057825	07/16/19	12	Biology	Instructional Supplies	ALBERTSONS/SAFEWAY	500.00
20-P0057826	07/16/19	11	Continuing Education Division	Non-Instructional Supplies	IDEAL LIGHTING SUPPLY INC	1,000.00
20-P0057827	07/16/19	11	Continuing Education Division	Non-Instructional Supplies	AAMES LOCK & SAFE CO	200.00
20-P0057828	07/16/19	11	Continuing Education Division	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	7,500.00
20-P0057829	07/16/19	11	Chancellor's Office	Conference Expenses	FARMERS AND MERCHANTS BANK OF LONG BEACH	935.26
20-P0057830	07/16/19	11	Continuing Education Division	Non-Instructional Supplies	HOME DEPOT	1,500.00
20-P0057831	07/16/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
20-P0057832	07/16/19	11	Maintenance	Non-Instructional Supplies	POWERTRON	155.14
20-P0057833	07/17/19	12	Safety & Parking - DO	Contracted Repair Services	ORANGE CYCLE	1,000.00
20-P0057834	07/17/19	11	Safety & Security Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	7,000.00
20-P0057835	07/17/19	43	Facility Planning Office	Equip-All Other >\$1,000<=\$5,000	QUALITY OFFICE FURNISHINGS INC	3,263.31
20-P0057836	07/17/19	11	Chancellor's Office	Food and Food Service Supplies	FARMERS AND MERCHANTS BANK OF LB	1,000.00
20-P0057837	07/17/19	41	Facility Planning Office	Site Improv - DSA Project Insp	HOLMES BUILDERS INC.	22,280.00
20-P0057838	07/17/19	11	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	130.50
20-P0057839	07/17/19	12	Human Development	Software License and Fees	JONATHAN LUKE WOOD	1,953.00

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Legend: * = Multiple Funds for this P.O.

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07/14/19 thru 08/17/19

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0057840	07/17/19	11	Continuing Education Division	Non-Instructional Supplies	AMAZON COM	78.65
20-P0057841	07/17/19	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	1,600.00
20-P0057842	07/17/19	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	1,000.00
20-P0057844	07/17/19	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,499.73
20-P0057845	07/17/19	33	CDC Administration	Equip-w/Contr Svc>\$1,000<\$5000	BESTWAY LAUNDRY SOLUTIONS	1,953.41
20-P0057846	07/17/19	33	EHS Administration	Contracted Services	PEDRO A. NOGUERA, LTD.	3,500.00
20-P0057847	07/17/19	11	Maintenance & Operations	Contracted Services	HIGH RISE GLASS & DOORS INC	847.00
20-P0057848	07/17/19	11	Maintenance & Operations	Contracted Services	AQUA CLEAR WATER TREATMENT	6,540.00
20-P0057849	07/17/19	11	Maintenance & Operations	Contracted Services	IRVINE VALLEY AIR CONDITIONING INC	864.15
20-P0057850	07/18/19	13	Occupational Therapy	Instructional Supplies	MICHELLE R. PAROLISE	487.49
20-P0057851	07/18/19	12	Family & Consumer Studies	Instructional Supplies	AMAZON COM	65.46
20-P0057852	07/18/19	13	Occupational Therapy	Instructional Supplies	DON BOOKSTORE	1,748.00
20-P0057853	07/18/19	12	Fire Academy	Instructional Supplies	ALLSTAR FIRE EQUIPMENT	6,800.00
20-P0057854	07/18/19	12	Fire Academy	Instructional Supplies	GARY B OLSCHIEWSKE	500.00
20-P0057855	07/18/19	12	Fire Academy	Instructional Supplies	CASCADE FIRE EQUIPMENT	3,000.00
20-P0057856	07/18/19	11	Fire Academy	Instructional Supplies	FIRE SERVICE SPECIFICATION & SUPPLY	500.00
20-P0057857	07/18/19	12	Fire Academy	Instructional Supplies	GANAHL LUMBER CO	8,500.00
20-P0057858	07/18/19	12	Fire Academy	Instructional Supplies	SAIDICO DIRECT INC	3,000.00
20-P0057859	07/18/19	12	Fire Academy	Instructional Supplies	HUNTINGTON BEACH PROPANE INC	500.00
20-P0057860	07/18/19	12	LA/OC Regional Consortia	Contracted Services	HYATT CORPORATION	5,160.89
20-P0057861	07/18/19	11	Safety & Parking - DO	Ammunition/Firearm Supplies	DOOLEY ENTERPRISES	5,000.00
20-P0057862	07/18/19	12	Safety & Parking - DO	Contracted Repair Services	OREMOR OF TUSTIN INC	3,500.00
20-P0057863	07/18/19	12	Safety & Parking - DO	Contracted Repair Services	JOE MCPHERSON FORD	5,000.00
20-P0057864	07/18/19	11	Fire Academy	Contracted Repair Services	TSI INC	2,200.00
20-P0057865	07/18/19	11	Fire Academy	Contracted Repair Services	TURNOUT MAINTENANCE COMPANY, LLC	3,000.00
20-P0057866	07/18/19	41	Facility Planning Office	Site Improv - Contractor Svcs	QUEZADA PRO LANDSCAPE INC	14,999.00
20-P0057867	07/18/19	11	Payroll	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,000.00
20-P0057868	07/18/19	12	Student Equity	Transportation - Student	TLC LUXURY LLC	765.00
20-P0057869	07/18/19	12	Orientation/Coord/Training	Reproduction/Printing Expenses	SMART LEVELS MEDIA	1,426.81
20-P0057870	07/18/19	13	President's Office	Advertising	25TH HOUR COMMUNICATIONS	30,000.00
20-P0057871	07/18/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	SKYCREST SIGNS & GRAPHICS INC	2,852.66
20-P0057872	07/18/19	12	Biology	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	126.58
20-P0057873	07/18/19	12	Financial Aid Office	Inst Dues & Memberships	NASFAA NATL ASSOC OF STUDENT	4,373.00
20-P0057874	07/18/19	11	Kinesiology - Intercoll Athlet	Software License and Fees	AGILE SPORTS TECHNOLOGIES	2,259.00
20-P0057875	07/18/19	11	District Wide Technology	Non-Instructional Supplies	AMAZON COM	120.12
20-P0057876	07/18/19	12	Career Education Office	Conference Expenses	WELLS FARGO BANK	251.60
20-P0057877	07/18/19	11	Maintenance & Operations	Contracted Services	IRVINE VALLEY AIR CONDITIONING INC	920.50
20-P0057878	07/18/19	11	Maintenance & Operations	Non-Instructional Supplies	HILLS BROS LOCK & SAFE	194.55
20-P0057879	07/18/19	11	Maintenance & Operations	Contracted Repair Services	IRVINE VALLEY AIR CONDITIONING INC	908.55
20-P0057880	07/18/19	11	Fiscal Services Office	Contracted Services	VAVRINEK TRINE DAY & CO LLP	12,500.00
20-P0057881	07/18/19	11	District Wide Technology	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	217.05
20-P0057882	07/18/19	11	District Wide Technology	Contracted Services	GO TO TECHNOLOGIES, INC.	161,000.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0057883	07/18/19	11	CJ/Academies	Repair & Replacement Parts	CAMFIL USA INC	2,500.00
20-P0057884	07/18/19	11	CJ/Academies	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES	3,000.00
20-P0057885	07/18/19	11	CJ/Academies	Non-Instructional Supplies	HAJOCA CORP	5,000.00
20-P0057886	07/18/19	11	CJ/Academies	Non-Instructional Supplies	IRVINE PIPE SUPPLY	5,000.00
20-P0057887	07/18/19	11	Transportation	Contracted Repair Services	TURF STAR INC	7,000.00
20-P0057888	07/18/19	11	Maintenance	Contracted Services	RIDELINKS INC	6,032.00
20-P0057889	07/18/19	11	Maintenance	Contracted Repair Services	SUPERIOR ELECTRIC MOTOR SERVICE INC	2,000.00
20-P0057890	07/18/19	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	DENNIS JAMES CLEEK	6,000.00
20-P0057891	07/18/19	12	Continuing Education Division	Food and Food Service Supplies	STATER BROS	500.00
20-P0057892	07/18/19	12	Continuing Education Division	Food and Food Service Supplies	SMART & FINAL	500.00
20-P0057893	07/18/19	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	5,000.00
20-P0057894	07/18/19	12	Continuing Education Division	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	5,000.00
20-P0057895	07/18/19	12	Career Education Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	800.00
20-P0057896	07/19/19	11	Chancellor's Office	Telephone & Pager Services	FARMERS AND MERCHANTS BANK OF LB	2,267.58
20-P0057897	07/19/19	12	Public Affairs/Gov Rel Office	Advertising	GOTCHA MEDIA HOLDINGS LLC	4,750.00
20-P0057898	07/19/19	12	Public Affairs/Gov Rel Office	Advertising	RUBEN ALVAREZ	1,500.00
20-P0057899	07/19/19	11	Fire Academy	Contracted Services	NATIONWIDE FIRE & SAFETY	500.00
20-P0057901	07/19/19	12	Upward Bound	Supplies Paid for Students	DON BOOKSTORE	671.88
20-P0057902	07/19/19	11	Business Division Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	106.70
20-P0057903	07/19/19	11	Kinesiology - Physical Educ	Contracted Services	DONALD W BERNAL	398.00
20-P0057904	07/19/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	1,283.38
20-P0057905	07/19/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	CALIFORNIA ULTIMATE DESIGNS	1,288.11
20-P0057906	07/19/19	13	Kinesiology - Physical Educ	Rental - Facility (Short-term)	CITY OF SANTA ANA	9,067.09
20-P0057907	07/19/19	12	Chemistry	Instructional Supplies	SIGMA ALDRICH INC	1,700.00
20-P0057909	07/19/19	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	2,000.00
20-P0057910	07/19/19	12	Sci, Math, Health Sci Office	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	700.00
20-P0057911	07/19/19	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	650.00
20-P0057912	07/19/19	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	1,000.00
20-P0057913	07/19/19	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	300.00
20-P0057914	07/19/19	12	Sci, Math, Health Sci Office	Instructional Supplies	HARDY DIAGNOSTICS	200.00
20-P0057915	07/19/19	12	Biology	Instructional Supplies	JESUS GUARDADO	1,000.00
20-P0057916	07/19/19	12	Media Systems	Instructional Supplies	GRIFFIN ACE HARDWARE	2,000.00
20-P0057917	07/19/19	12	Media Systems	Instructional Supplies	HOME DEPOT	2,000.00
20-P0057918	07/19/19	12	Media Systems	Instructional Supplies	GRAINGER	2,000.00
20-P0057919	07/19/19	12	Media Systems	Instructional Supplies	TROXELL COMM INC	5,000.00
20-P0057920	07/19/19	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	5,000.00
20-P0057921	07/19/19	12	Media Systems	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
20-P0057922	07/19/19	11	Board of Trustees	Contracted Services	DEAN THOMAS PHOTOGRAPHY	709.03
20-P0057923	07/22/19	13	CJ/Academies	Contracted Services	KAISER ROBERT	974.00
20-P0057924	07/22/19	13	Kinesiology - Physical Educ	Equip-All Other > \$5,000	AIRBORNE ATHLETICS, INC	7,283.29
20-P0057925	07/22/19	11	Continuing Education Division	Packaging/Mail Prep/Processing	ADVANCED WEB OFFSET INC	21,007.95
20-P0057926	07/22/19	12	Library Services	Instructional Supplies	MEDIA EDUCATION FOUNDATION	288.75

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Legend: * = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0057927	07/22/19	41	Facility Planning Office	Site Improv - Contractor Svcs	EMILIO RAMIREZ	162,000.00
20-P0057928	07/22/19	12	Continuing Education Division	Maint Contract - Office Equip	SEHI COMPUTER PRODUCTS	458.93
20-P0057929	07/22/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	NATL SPORTS APPAREL LLC	2,749.77
20-P0057930	07/22/19	41	Facility Planning Office	Site Improv - Spcl Ins/Mat Tes	LEIGHTON CONSULTING, INC	10,496.00
20-P0057931	07/22/19	11	Purchasing	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	215.86
20-P0057932	07/22/19	41	Facility Planning Office	Equip-w/Contr Svc > \$5,000	CHARGE POINT INC	23,197.21
20-P0057933	07/22/19	11	Maintenance & Operations	Contracted Services	DE LA TORRE COMMERCIAL	1,160.00
20-P0057934	07/22/19	12	Resource Development	Contracted Services	FULL CAPACITY MARKETING INC	10,020.00
20-P0057935	07/22/19	61	Risk Management	Legal Expenses	SOLOMON LAW, APC	252.00
20-P0057936	07/22/19	13	CJ/Academies	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	5,101.28
20-P0057937	07/22/19	12	Humanities & Social Sci Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	8,000.00
20-P0057938	07/22/19	12	Humanities & Social Sci Office	Instructional Supplies	DON BOOKSTORE	1,000.00
20-P0057939	07/22/19	11	Phillips Hall	Laundry & Dry Cleaning Service	NABERS CLEANERS	400.00
20-P0057940	07/22/19	12	Library Services	Instructional Supplies	DEMCO INC	500.00
20-P0057941	07/22/19	12	Library Services	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
20-P0057942	07/22/19	11	Maintenance	Maint/Oper Service Agreements	GARCIA ALBERTO	2,290.00
20-P0057943	07/23/19	11	Maintenance	Repair & Replacement Parts	FARMERS AND MERCHANTS BANK OF LB	1,147.13
20-P0057944	07/23/19	12	EOPS	Food and Food Service Supplies	JAYS CATERING	1,244.00
20-P0057945	07/23/19	12	Counseling	Software License and Fees	VALSOFT CORPORATION	4,721.00
20-P0057946	07/23/19	12	Distance Education	Instructional Supplies	LUMEN LEARNING LLC	19,640.00
20-P0057947	07/23/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	AMAZON COM	116.60
20-P0057948	07/23/19	12	Distance Education	Software License and Fees	RESPONDUS INC	2,545.00
20-P0057949	07/23/19	12	LA/OC Regional Consortia	Contracted Services	HYATT REGENCY	17,349.20
20-P0057950	07/24/19	11	Maintenance	Non-Instructional Supplies	AMAZON COM	15.27
20-P0057951	07/24/19	11	Fiscal Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
20-P0057952	07/24/19	12	Chemistry	Instructional Supplies	MICROTECH SCIENTIFIC	1,000.00
20-P0057953	07/24/19	11	CJ/Academies	Contracted Repair Services	SUPERIOR ELECTRIC MOTOR SERVICE INC	1,500.00
20-P0057954	07/24/19	33	CDC Centennial Education Ctr	Food and Food Service Supplies	SMART & FINAL	500.00
20-P0057955	07/24/19	11	Maintenance	Non-Instructional Supplies	WOODWARDS ACE HARDWARE	5,000.00
20-P0057956	07/24/19	11	Maintenance	Non-Instructional Supplies	HOME DEPOT	800.00
20-P0057957	07/24/19	33	EHS Santa Ana College	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	200.00
20-P0057958	07/24/19	11	Maintenance	Non-Instructional Supplies	GREENS SECURITY CTR INC	200.00
20-P0057959	07/24/19	12	Chemistry	Instructional Supplies	ALBERTSONS/SAFEWAY	500.00
20-P0057960	07/24/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	1,168.18
20-P0057961	07/24/19	12	Chemistry	Instructional Supplies	FLINN SCIENTIFIC INC	1,000.00
20-P0057962	07/24/19	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	1,000.00
20-P0057963	07/24/19	33	CDC Centennial Education Ctr	Non-Instructional Supplies	SMART & FINAL	500.00
20-P0057964	07/24/19	11	Educational Services Office	Inst Dues & Memberships	RP GROUP	500.00
20-P0057965	07/24/19	12	Chemistry	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	503.57
20-P0057966	07/24/19	12	Chemistry	Instructional Supplies	MICROTECH SCIENTIFIC	8,142.40
20-P0057967	07/24/19	12	Biology	Instructional Supplies	NEW ENGLAND BIOLABS INC	100.01
20-P0057968	07/24/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	317.03

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0057969	07/24/19	11	Facility Planning Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	568.21
20-P0057970	07/24/19	12	Puente	Contracted Services	VALENCIA EDUARDO	150.00
20-P0057971	07/24/19	33	CDC Administration	Food and Food Service Supplies	ALBERTSONS/SAFEWAY	500.00
20-P0057972	07/24/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	NATL SPORTS APPAREL LLC	538.35
20-P0057973	07/24/19	12	Career Ed & Work Dev Office	Food and Food Service Supplies	SUBWAY	847.23
20-P0057974	07/24/19	11	President's Office	Inst Dues & Memberships	SO CALIF FOOTBALL ASSOC	2,400.00
20-P0057975	07/24/19	11	Facility Planning Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	7,781.09
20-P0057976	07/24/19	11	Fine & Performing Arts Office	Contracted Repair Services	WILLIAMS ROBERT	3,850.00
20-P0057977	07/24/19	11	Sci, Math, Health Sci Office	Contracted Repair Services	EDWARD COSNER	800.00
20-P0057978	07/24/19	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	800.00
20-P0057979	07/24/19	12	Sci, Math, Health Sci Office	Instructional Supplies	NILES BIOLOGICAL INC	700.00
20-P0057980	07/24/19	11	Safety & Security Office	Contracted Services	M.G. ANDREWS, INCORPORATED	12,500.00
20-P0057981	07/24/19	11	Maintenance & Operations	Contracted Repair Services	QUEZADA PRO LANDSCAPE INC	1,500.00
20-P0057982	07/24/19	11	Human Resources Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
20-P0057983	07/24/19	11	President's Office	Inst Dues & Memberships	ORANGE EMPIRE CONFERENCE	7,000.00
20-P0057984	07/24/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	OUT-FIT, A CALIFORNIA CORP.	1,385.83
20-P0057985	07/24/19	11	President's Office	Inst Dues & Memberships	GARDEN GROVE CHAMBER	646.00
20-P0057986	07/24/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	NATL SPORTS APPAREL LLC	8,348.07
20-P0057987	07/24/19	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	GOODWILL INDUSTRIES OF ORANGE COUNTY	65,000.00
20-P0057988	07/24/19	12	Continuing Education Division	Contracted Services	SOCAL SHRED LLC	900.00
20-P0057989	07/24/19	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	ORANGE UNIFIED SCHOOL DISTRICT	2,500.00
20-P0057990	07/24/19	11	Operations	Contracted Services	DIRECTV	1,850.00
20-P0057991	07/24/19	13	Santiago Canyon College	Contracted Services	GOODWILL INDUSTRIES OF ORANGE COUNTY	3,000.00
20-P0057992	07/24/19	11	CJ/Academies	Contracted Repair Services	AMERICAN ALARM SYSTEMS, INC	1,140.00
20-P0057993	07/24/19	11	Orange Educ Ctr-Instruction	Instructional Agrmt - Salary	PACIFIC CLINICS	15,000.00
20-P0057994	07/24/19	11	Transportation	Gasoline	VOYAGER FLEET SYSTEM INC	2,000.00
20-P0057995	07/24/19	33	EHS Administration	Contracted Services	L & L CONSULTING, LLC	14,850.00
20-P0057996	07/25/19	12	Public Affairs/Gov Rel Office	Contracted Services	3DI, INC.	92,915.00
20-P0057997	07/25/19	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	349.56
20-P0057998	07/25/19	12	Short-Term Vocational	Equip-All Other >\$1,000<\$5,000	A TECH TRAINING	9,368.67
20-P0057999	07/25/19	13	Professional Development	Inst Dues & Memberships	APPA THE ASSOC OF HIGHER ED FACILITIES OFFICERS	1,028.00
20-P0058000	07/25/19	12	Career Education Office	Equip-All Other >\$1,000<\$5,000	FISHER SCIENTIFIC	13,835.33
20-P0058001	07/25/19	12	Short-Term Vocational	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	5,779.15
20-P0058002	07/25/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	EASTBAYFOOTLOCKER.COM	1,901.75
20-P0058003	07/25/19	11	Kinesiology - Admin Office	Equip-All Other >\$1,000<\$5,000	RELIABLE ICE EQUIPMENT INC	5,526.29
20-P0058004	07/25/19	12	Biology	Instructional Supplies	VWR FUNDING INC	471.35
20-P0058005	07/25/19	12	Special Services Office	Food and Food Service Supplies	LASCARIS RESTAURANT GROUP INC	326.80
20-P0058006	07/25/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	WRESTLING MART.COM	1,427.19
20-P0058007	07/25/19	11	Purchasing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0058009	07/26/19	11	Maintenance & Operations	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	718.00
20-P0058010	07/26/19	11	Safety & Security Office	Non-Instructional Supplies	MICHAEL J MACKENZIE	1,000.00
20-P0058011	07/26/19	11	Safety & Security Office	Security Systems & Services	TOTAL CORPORATE SOLUTIONS	948.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0058012	07/26/19	12	Research	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	3,193.39
20-P0058013	07/26/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	TEAM ONE MANAGEMENT	970.00
20-P0058014	07/26/19	12	Safety & Parking - DO	Contracted Services	NICOLE MILLER & ASSOC INC	550.50
20-P0058015	07/26/19	61	Risk Management	Legal Expenses	MUSICK, PEELER & GARRETT LLP	21,830.74
20-P0058016	07/26/19	11	Human Resources Office	Inst Dues & Memberships	LIEBERT CASSIDY WHITMORE	4,470.00
20-P0058017	07/29/19	11	District Wide Technology	Contracted Services	ELLUCIAN COMPANY L.P.	183,640.00
20-P0058018	07/29/19	11	District Wide Technology	Contracted Services	CAMBRIDGE WEST PARTNERSHIP LLC	47,512.50
20-P0058019	07/29/19	11	Chancellor's Office	Inst Dues & Memberships	OCSBA ORANGE CO SCHOOL BOARD ASSOC	175.00
20-P0058020	07/29/19	12	Talent Search	Conference Expenses	FARMERS AND MERCHANTS BANK OF LONG BEACH	1,403.20
20-P0058021	07/29/19	11	Chancellor's Office	Inst Dues & Memberships	CCLC COMMUNITY COLLEGE LEAGUE	40,249.00
20-P0058022	07/29/19	11	Chancellor's Office	Inst Dues & Memberships	ACADEMIC SENATE FOR	10,714.55
20-P0058023	07/29/19	61	Risk Management	Legal Expenses	SOLOMON LAW, APC	30,000.00
20-P0058024	07/29/19	33	CDC Santiago Canyon College	Non-Instructional Supplies	SCHICK RECORDS MGMT	38.24
20-P0058025	07/29/19	11	Graphic Communications	Books, Mags & Subscrip-Non-Lib	COMMUNICATION ARTS	30.00
20-P0058026	07/29/19	11	Chancellor's Office	Inst Dues & Memberships	NCCHC NATIONAL COMMUNITY COLLEGE	500.00
20-P0058027	07/29/19	11	Chancellor's Office	Inst Dues & Memberships	CCLC COMMUNITY COLLEGE LEAGUE	2,000.00
20-P0058028	07/29/19	33	CDC Administration	Food and Food Service Supplies	SMART & FINAL	1,000.00
20-P0058029	07/29/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	NATL SPORTS APPAREL LLC	2,341.13
20-P0058030	07/29/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	VARSITY BRANDS HOLDING CO INC	2,599.99
20-P0058031	07/29/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	SNAILS PACE RUNNING SHOP	1,748.00
20-P0058032	07/29/19	12	Sci, Math, Health Sci Office	Instructional Supplies	AMICO SCIENTIFIC CORP	700.00
20-P0058033	07/29/19	12	Welding	Instructional Supplies	SIMS ORANGE WELDING SUPPLY	7,000.00
20-P0058034	07/29/19	12	Business Division Office	Software License and Fees	PATON GROUP	120.00
20-P0058035	07/29/19	12	Biology	Instructional Supplies	PEDERSEN ALAN J	189.80
20-P0058036	07/29/19	11	Maintenance	Non-Instructional Supplies	POWERTRON	1,430.03
20-P0058037	07/29/19	12	Professional Development	Food and Food Service Supplies	CMA RESTAURANTS INC	599.43
20-P0058038	07/29/19	12	Upward Bound	Awards & Incentives	DON BOOKSTORE	550.00
20-P0058039	07/29/19	11	Chancellor's Office	Inst Dues & Memberships	CCLC COMMUNITY COLLEGE LEAGUE	17,100.00
20-P0058040	07/30/19	12	Pathways to Teaching	Non-Instructional Supplies	4 IMPRINT	684.87
20-P0058042	07/30/19	11	District Wide Technology	Equip-All Other >\$1,000<\$5,000	SHI INTERNATIONAL CORP	2,199.32
20-P0058043	07/30/19	11	District Wide Technology	Contracted Services	CDW GOVERNMENT INC.	6,000.00
20-P0058044	07/30/19	12	Student Equity	Non-Instructional Supplies	AMAZON COM	218.05
20-P0058045	07/30/19	12	Student Equity	Non-Instructional Supplies	AMAZON COM	399.71
20-P0058046	07/30/19	12	Inmate Education Program	Instructional Supplies	NATIONAL RESTAURANT ASSOCIATION SOLUTIONS LLC	8,415.21
20-P0058047	07/30/19	12	Student Equity	Non-Instructional Supplies	ULINE	129.25
20-P0058048	07/30/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	YOGA ACCESSORIES, LLC	253.60
20-P0058049	07/30/19	12	SAC Continuing Ed-Instruction	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	417.00
20-P0058050	07/30/19	12	Short-Term Vocational	Instructional Supplies	MATCO TOOLS	11,115.12
20-P0058051	07/30/19	12	Biology	Instructional Supplies	ZYMO RESEARCH CORP	101.12
20-P0058052	07/30/19	12	SAC Continuing Ed-Instruction	Instructional Supplies	SEHI COMPUTER PRODUCTS	337.03
20-P0058053	07/30/19	41	Facility Planning Office	Software License and Fees	CLIMATEC LLC	2,885.30
20-P0058054	07/30/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	271.56

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Legend: * = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0058055	07/30/19	12	LA/OC Regional Consortia	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	46.34
20-P0058056	07/30/19	12	EOPS	Food and Food Service Supplies	ESTRADA AMPARO	720.00
20-P0058057	07/30/19	12	Health & Wellness Center	Software Support Service	POINT AND CLICK SOLUTIONS INC	6,800.00
20-P0058058	07/31/19	12	Health & Wellness Center	Non-Instructional Supplies	HAGGARTY PRINTING INC	338.68
20-P0058059	07/31/19	11	District Wide Technology	Non-Instructional Supplies	AMAZON COM	141.41
20-P0058060	07/31/19	12	Health & Wellness Center	Contracted Services	JAIME GOLDFARB	400.00
20-P0058061	07/31/19	13	Student Services Office	Equip-All Other >\$1,000<\$5,000	APCO GRAPHICS INC	2,313.61
20-P0058062	07/31/19	11	Administrative Services Office	Transportation - Student	CERTIFIED TRANSPORTATIONS	14,500.00
20-P0058063	07/31/19	13	Professional Development	Inst Dues & Memberships	NACAS CONFERENCE REGISTRAR	715.00
20-P0058064	07/31/19	13	Maintenance	Repair & Replacement Parts	POWERTRON	5,000.00
20-P0058065	07/31/19	12	Manufacturing Technology	Instructional Supplies	MACHINING TIME SAVERS, INC.	595.41
20-P0058066	07/31/19	12	Counseling	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
20-P0058067	07/31/19	12	Library Services	Instructional Supplies	AMAZON COM	4,500.00
20-P0058068	07/31/19	13	Maintenance	Repair & Replacement Parts	RSD REFRIGERATION SUPPLIES	5,000.00
20-P0058069	07/31/19	13	Grounds	Non-Instructional Supplies	HORIZON DISTRIBUTORS INC	5,000.00
20-P0058070	07/31/19	13	Grounds	Non-Instructional Supplies	SITEONE LANDSCAPE SUPPLY LLC	5,000.00
20-P0058071	07/31/19	12	Financial Aid Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
20-P0058072	07/31/19	12	Occupational Therapy	Instructional Supplies	S&S WORLDWIDE INC	442.74
20-P0058073	07/31/19	13	Grounds	Repair & Replacement Parts	B & M LAWN & GARDEN CTR	2,500.00
20-P0058074	07/31/19	12	Financial Aid Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
20-P0058075	07/31/19	41	Facility Planning Office	Site Improv - Contractor Svcs	EMILIO RAMIREZ	75,000.00
20-P0058076	07/31/19	12	Chemistry	Instructional Supplies	MICROTECH SCIENTIFIC	3,005.94
20-P0058077	07/31/19	12	Chemistry	Instructional Supplies	FLINN SCIENTIFIC INC	2,374.71
20-P0058078	07/31/19	12	MESA	Contracted Services	CASTILLO CRYSTAL	1,500.00
20-P0058079	07/31/19	11	Maintenance & Operations	Contracted Repair Services	IRVINE VALLEY AIR CONDITIONING INC	2,506.65
20-P0058080	07/31/19	12	Counseling	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	505.04
20-P0058081	07/31/19	41	Facility Planning Office	Site Improv - Geotech/Geohaz	KOURY ENGINEERING & TESTING INC	3,950.00
20-P0058082	07/31/19	13	Distance Education	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,259.99
20-P0058083	07/31/19	41	Facility Planning Office	Bldg Impr - Haz Mat	ALTA ENVIRONMENTAL	38,690.00
20-P0058084	07/31/19	41	Facility Planning Office	Bldg Impr - AE Fee	MORRISSEY ASSOCIATES, INC.	34,600.00
20-P0058085	07/31/19	41	Facility Planning Office	Bldg Impr - DSA Project Insp	MARTIN BROTHERS CONSTRUCTION SERVICES	14,760.00
20-P0058086	07/31/19	11	Custodial	Non-Instructional Supplies	INDUSTRIAL FORMULATORS, INC.	3,500.00
20-P0058087	07/31/19	11	Maintenance & Operations	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	4,059.00
20-P0058088	07/31/19	11	Safety & Security Office	Contracted Services	EMPIRE PARKING LOT SERVICES	450.00
20-P0058089	07/31/19	12	Health & Wellness Center	Food and Food Service Supplies	SMART & FINAL	400.00
20-P0058090	07/31/19	12	Health & Wellness Center	Non-Instructional Supplies	NESTLE WATERS NORTH AMERICA	350.00
20-P0058091	07/31/19	12	Health & Wellness Center	Non-Instructional Supplies	MCKESSON GENERAL MEDICAL CORP	10,000.00
20-P0058092	07/31/19	12	Health & Wellness Center	Contracted Services	QUEST DIAGNOSTICS	3,800.00
20-P0058093	07/31/19	12	Reprographics	Instructional Supplies	SPINITAR PRESENTATION PRODUCTS	902.82
20-P0058094	07/31/19	11	Safety & Parking - DO	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	1,566.06
20-P0058095	07/31/19	12	Family & Consumer Studies	Instructional Supplies	AMAZON COM	252.68
20-P0058096	07/31/19	11	Chancellor's Office	Inst Dues & Memberships	ACCT ASSOC OF COMMUNITY	8,596.00

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Legend: * = Multiple Funds for this P.O.

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0058097	08/01/19	11	Maintenance & Operations	Non-Instructional Supplies	HILLS BROS LOCK & SAFE	832.98
20-P0058098	08/01/19	12	Research	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	750.00
20-P0058099	08/01/19	12	Research	Food and Food Service Supplies	SMART & FINAL	500.00
20-P0058100	08/01/19	12	Safety & Parking - DO	Gasoline	SC FUELS	9,000.00
20-P0058101	08/01/19	12	Safety & Parking - DO	Gasoline	SC FUELS	7,000.00
20-P0058102	08/01/19	12	EOPS	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0058103	08/01/19	12	Professional Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
20-P0058104	08/01/19	12	Professional Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
20-P0058105	08/01/19	12	Health & Wellness Center	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	700.00
20-P0058106	08/01/19	13	Student Services Office	Non-Instructional Supplies	KRUEGER INTERNATIONAL INC.	2,023.00
20-P0058107	08/01/19	12	Special Services Office	Food and Food Service Supplies	MAJDI INC	249.09
20-P0058108	08/01/19	12	Special Services Office	Food and Food Service Supplies	SUPER ANTOJITOS EXPRESS MEXICAN FOOD	267.00
20-P0058109	08/01/19	12	Special Services Office	Food and Food Service Supplies	JUAN POLLO 24	244.22
20-P0058110	08/01/19	11	Maintenance & Operations	Contracted Services	DE LA TORRE COMMERCIAL	885.00
20-P0058111	08/01/19	12	Safety & Parking - DO	Contracted Services	EMPIRE PARKING LOT SERVICES	6,590.00
20-P0058112	08/01/19	11	District Wide Technology	Non-Instructional Supplies	LOCTEK ERGONOMIC	581.19
20-P0058113	08/01/19	12	Transfer Center	Food and Food Service Supplies	SMART & FINAL	1,100.00
20-P0058114	08/01/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	4,991.89
20-P0058115	08/01/19	11	Maintenance & Operations	Contracted Services	BERNEL INC.	9,760.00
20-P0058116	08/01/19	11	Sci, Math, Health Sci Office	Contracted Repair Services	CEPA	205.00
20-P0058117	08/01/19	11	Chancellor's Office	Reproduction/Printing Expenses	DEAN THOMAS PHOTOGRAPHY	554.91
20-P0058118	08/01/19	13	CJ/Academies	Instructional Supplies	WEB RESOURCE, LLC	6,686.10
20-P0058119	08/01/19	13	CJ/Academies	Instructional Supplies	TODAYS CLASSROOM LLC	12,218.32
20-P0058120	08/01/19	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	842.65
20-P0058121	08/01/19	12	Chemistry	Instructional Supplies	CAROLINA BIOLOGICAL SUPPLY CO	1,705.74
20-P0058122	08/01/19	12	Chemistry	Instructional Supplies	SIGMA ALDRICH INC	1,257.23
20-P0058123	08/01/19	11	Transportation	Repair & Replacement Parts	BOYCE INDUSTRIES	500.00
20-P0058124	08/01/19	11	Transportation	Contracted Repair Services	TENNANT SALES & SVC CO	6,000.00
20-P0058125	08/01/19	11	Custodial	Non-Instructional Supplies	MAINTEX INC	14,950.00
20-P0058126	08/01/19	11	Custodial	Non-Instructional Supplies	ADVANTAGE WEST INVESTMENT ENTERPRISES INC	25,000.00
20-P0058127	08/01/19	11	Custodial	Non-Instructional Supplies	GORM INC	10,000.00
20-P0058128	08/02/19	12	Outreach	Mileage/Parking Expenses	RSCCD	150.00
20-P0058129	08/02/19	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	3,707.61
20-P0058130	08/02/19	13	Maintenance	Contracted Services	ACCO ENGINEERED SYSTEMS INC	12,785.00
20-P0058131	08/02/19	11	Maintenance	Contracted Services	D4 SOLUTIONS INC.	675.02
20-P0058132	08/02/19	12	EOPS	Food and Food Service Supplies	NENA BALDIZON-RIOS	1,179.44
20-P0058134	08/05/19	12	Counseling	Contracted Services	OREA DAVID OMAR	1,250.00
20-P0058135	08/05/19	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	B & H PHOTO VIDEO INC	2,393.43
20-P0058136	08/05/19	13	Continuing Education Division	Contracted Services	PYRO-COMM SYSTEMS INC	135.00
20-P0058137	08/05/19	11	Library Services	Library Books - Databases	NUB GAMES, INC.	395.00
20-P0058138	08/05/19	11	Maintenance	Other Licenses & Fees	SCAQMD	966.50
20-P0058139	08/05/19	12	Outreach	Food and Food Service Supplies	SMART & FINAL	320.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0058140	08/05/19	12	Outreach	Food and Food Service Supplies	D & A PIZZA INC	528.34
20-P0058142	08/05/19	11	District Wide Technology	Equip-All Other > \$5,000	NTH GENERATION COMPUTING INC	201,162.47
20-P0058143	08/05/19	12	Exercise Sci & Athletic Office	Software License and Fees	COMPUTER SPORTS MEDICINE, INC.	1,050.00
20-P0058144	08/05/19	11	Nursing	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
20-P0058145	08/05/19	11	Public Affairs/Gov Rel Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0058146	08/05/19	11	Business Operations' Office	Inst Dues & Memberships	CCFC COMMUNITY COLLEGE FACILITY COALITION	1,317.00
20-P0058147	08/05/19	12	Financial Aid Office	Mileage/Parking Expenses	DON BOOKSTORE	50.00
20-P0058149	08/05/19	12	Human Svcs & Technology Office	Instructional Supplies	SEHI COMPUTER PRODUCTS	1,097.64
20-P0058150	08/05/19	11	American Sign Language	Contracted Services	GLOBAL WORKS INC	14,000.00
20-P0058151	08/05/19	12	Occupational Therapy	Instructional Supplies	AOTA	81.52
20-P0058152	08/05/19	12	Manufacturing Technology	Software License and Fees	VERISURF SOFTWARE INC	2,400.00
20-P0058153	08/05/19	12	Health & Wellness Center	Non-Instructional Supplies	PHARMEDIX	2,500.00
20-P0058154	08/05/19	12	Health & Wellness Center	Non-Instructional Supplies	GU LOGIC INC	300.00
20-P0058155	08/06/19	33	CDC Administration	Non-Instructional Supplies	SCHICK RECORDS MGMT	47.85
20-P0058156	08/06/19	12	Resource Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0058157	08/06/19	12	Health & Wellness Center	Contracted Services	MEDICAL BILLING TECH INC	2,000.00
20-P0058158	08/06/19	11	President's Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0058159	08/06/19	11	Human Svcs & Technology Office	Non-Instructional Supplies	CN SCHOOL AND OFFICE SOLUTIONS INC	1,749.40
20-P0058160	08/06/19	13	Academic Affairs Office	Bldg Impr - Contractor Svcs	GOLDEN STAR TECHNOLOGY, INC.	8,238.54
20-P0058161	08/06/19	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	MCBAIN INSTRUMENTS A CALIF LP	3,500.00
20-P0058162	08/06/19	13	Academic Affairs Office	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	8,849.25
20-P0058163	08/06/19	12	Biology	Contracted Services	SWIDER MARLENE G	138,000.00
20-P0058164	08/07/19	11	Maintenance & Operations	Contracted Services	PYRO-COMM SYSTEMS INC	135.00
20-P0058165	08/07/19	12	Research	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	972.96
20-P0058166	08/07/19	12	Outreach	Food and Food Service Supplies	D & A PIZZA INC	397.46
20-P0058167	08/07/19	12	Veterans Service Office	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	611.14
20-P0058168	08/07/19	11	Maintenance & Operations	Contracted Services	BERNEL INC.	200.00
20-P0058169	08/07/19	12	Pathways to Teaching	Non-Instructional Supplies	4 IMPRINT	644.08
20-P0058170	08/07/19	33	EHS Administration	Food and Food Service Supplies	PARADISE BAKERY & CAFE	121.52
20-P0058171	08/07/19	11	Central Plant	Contracted Services	AQUA CLEAR WATER TREATMENT	2,369.00
20-P0058172	08/07/19	11	Central Plant	Contracted Services	AQUA CLEAR WATER TREATMENT	32,163.20
20-P0058173	08/07/19	11	Occupational Therapy	Other Licenses & Fees	AOTA	4,225.00
20-P0058174	08/07/19	11	CJ/Academies	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	359.80
20-P0058175	08/07/19	12	Counseling	Contracted Services	BERNADETTE QUILES	900.00
20-P0058176	08/07/19	12	Counseling	Contracted Services	ANDRADE JORGE	350.00
20-P0058177	08/07/19	33	EHS Santa Ana College	Bldg Impr - DSA Project Insp	TEAM PROFESSIONAL SERVICES, INC.	1,960.00
20-P0058178	08/07/19	12	EOPS	Other Exp Paid for Students	SVM LP	4,018.89
20-P0058179	08/07/19	11	Accounts Payable	Maint Contract - Office Equip	CI BUSINESS EQUIPMENT INC	228.00
20-P0058180	08/07/19	12	EOPS	Food and Food Service Supplies	JUANA V. GALVAN	230.62
20-P0058181	08/07/19	12	Kinesiology - Intercoll Athlet	Instructional Supplies	NATL SPORTS APPAREL LLC	4,059.64
20-P0058182	08/07/19	11	Risk Management	Other Licenses & Fees	COUNTY OF ORANGE	104.00
20-P0058183	08/07/19	11	Fine & Performing Arts Office	Rental - Other (Short-term)	JAMES L. BOOK	560.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount	
20-P0058184	08/07/19	62	Risk Management	Workers Compensation Insurance	ASCIP	860,220.00	
20-P0058185	08/07/19	12	Safety & Parking - DO	Contracted Services	ZAROO EXPRESS SANTA ANA LLC	2,158.92	
20-P0058186	08/07/19	12	Safety & Parking - DO	Inst Dues & Memberships	INTERNATIONAL ASSOC OF CAMPUS LAW ENFORCEMEI	375.00	
20-P0058187	08/07/19	11	Safety & Security Office	Non-Instructional Supplies	PACIFIC ATHLETIC WEAR INC	917.09	
20-P0058188	08/07/19	12	Safety & Parking - DO	Contracted Services	OC SPECIAL EVENTS SECURITY, INC.	580.00	
20-P0058189	08/07/19	11	International Student Program	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00	
20-P0058190	08/07/19	12	SAC Continuing Ed-Instruction	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	600.00	
20-P0058191	08/07/19	12	EOPS	Books Paid for Students	DON BOOKSTORE	70,000.00	
20-P0058192	08/07/19	12	Continuing Education Division	Food and Food Service Supplies	SMART & FINAL	200.00	
20-P0058193	08/07/19	12	Financial Aid Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,835.33	
20-P0058194	08/08/19	12	Health Sciences Education	Equip-All Other > \$5,000	LAERDAL MEDICAL CORP	57,981.26	
20-P0058195	08/08/19	13	Phillips Hall	Non-Instructional Supplies	ROSE BRAND WIPERS	745.96	
20-P0058196	08/08/19	11	Maintenance	Contracted Services	ORKIN PEST CONTROL	845.00	
20-P0058197	08/08/19	13	Maintenance	Repair & Replacement Parts	YALE CHASE	1,000.00	
20-P0058198	08/08/19	41	Facility Planning Office	Site Improv - Contractor Svcs	DE LA TORRE COMMERCIAL	4,230.00	
20-P0058199	08/08/19	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00	
20-P0058200	08/08/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	HILLS BROS LOCK & SAFE	975.03	
20-P0058201	08/08/19	12	Athletics	Instructional Supplies	PRIME SPORTS SALES & DESIGN, INC	864.65	
20-P0058202	08/08/19	12	EOPS	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	2,500.00	
20-P0058203	08/08/19	11	Maintenance & Operations	Contracted Services	HILLS BROS LOCK & SAFE	1,338.50	
20-P0058204	08/08/19	11	Educational Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	301.54	
20-P0058205	08/08/19	12	EOPS	Supplies Paid for Students	EAGLE GRAPHICS INC	249.00	
20-P0058206	08/08/19	11	Public Affairs/Gov Rel Office	Inst Dues & Memberships	CCLC COMMUNITY COLLEGE LEAGUE	180.00	
20-P0058207	08/08/19	12	Health & Wellness Center	Non-Instructional Supplies	AMAZON COM	238.15	
20-P0058208	08/09/19	12	Health & Wellness Center	Non-Instructional Supplies	MICHAEL J MACKENZIE	100.00	
20-P0058209	08/09/19	12	Health & Wellness Center	Inst Dues & Memberships	HSACCC HEALTH SVCS ASSOC-	150.00	
20-P0058210	08/09/19	12	Art Gallery	Instructional Supplies	HOME DEPOT	500.00	
20-P0058211	08/09/19	12	Art	Instructional Supplies	SAMYS CAMERA	500.00	
20-P0058212	08/09/19	12	Orange Educ Ctr-Instruction	Books, Mags & Subscrip-Non-Lib	NEW READERS PRESS	752.40	
20-P0058213	08/09/19	12	Public Affairs/Gov Rel Office	Advertising	RDC, INC.	400.00	
20-P0058214	08/09/19	12	Health & Wellness Center	Non-Instructional Supplies	COMPULOCKS BRANDS INC	371.34	
20-P0058215	08/09/19	12	Financial Aid Office	Non-Instructional Supplies	EAGLE GRAPHICS INC	2,998.91	
20-P0058216	08/09/19	11	Fire Technology	Software License and Fees	TARGETSOLUTIONS LEARNING LLC	14,132.00	
20-P0058217	08/09/19	12	Academic Affairs Office	Instructional Supplies	SAM ASH MUSIC	1,595.97	
* 20-P0058218	08/09/19	11	Continuing Education Division	Software License and Fees	EUREKA	813.91	
* 20-P0058218	08/09/19	12	Career Center	Software License and Fees	EUREKA	5,541.70	
					PO Amt Total for * 20-P0058218:	6,355.61	
4.8 (11)	20-P0058219	08/09/19	12	Continuing Education Division	Contracted Services	PAUL GALLAGHER	52,500.00
	20-P0058220	08/09/19	11	Transportation	Other Licenses & Fees	COUNTY OF ORANGE	415.00
	20-P0058221	08/09/19	12	Athletics	Instructional Supplies	PRIME SPORTS SALES & DESIGN, INC	2,866.88
	20-P0058222	08/09/19	12	Continuing Education Division	Rental - Other (Short-term)	PAPER DEPOT DOCUMENT	324.00
	20-P0058223	08/09/19	12	Career Education Office	Food and Food Service Supplies	PARADISE BAKERY & CAFE	1,460.07

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0058224	08/09/19	11	Administrative Services Office	Other Licenses & Fees	GREENWOOD ENTERPRISES, LLC	9,522.17
20-P0058225	08/09/19	12	Career Education Office	Contracted Services	VITAL LINK OF ORANGE COUNTY	3,300.00
20-P0058226	08/09/19	11	Public Affairs/Gov Rel Office	Community/Public Relations	CITY OF SANTA ANA	300.00
20-P0058227	08/09/19	12	Center for Teacher Education	Food and Food Service Supplies	JAYS CATERING	500.00
20-P0058228	08/09/19	33	CDC Administration	Food and Food Service Supplies	WISE GUYS PIZZERIA	1,241.75
20-P0058229	08/09/19	33	CDC Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,093.86
20-P0058230	08/09/19	33	CDC Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,159.08
20-P0058231	08/09/19	12	Biology	Instructional Supplies	SOUTHLAND INSTRUMENTS	216.65
20-P0058232	08/09/19	33	CDC Administration	Equip-All Other >\$1,000<\$5,000	LAKESHORE LEARNING MATERIALS	7,856.72
20-P0058233	08/09/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	1,270.45
20-P0058234	08/09/19	11	Risk Management	Non-Instructional Supplies	AMAZON COM	83.94
20-P0058235	08/09/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	706.34
20-P0058236	08/09/19	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	2,766.59
20-P0058237	08/09/19	33	CDC Administration	Instructional Supplies	LAKESHORE LEARNING MATERIALS	1,526.30
20-P0058238	08/12/19	12	Safety & Parking - DO	Contracted Services	STOMMEL INC	1,175.55
20-P0058239	08/12/19	12	LA/OC Regional Consortia	Contracted Services	INTERACT COMMUNICATIONS	13,300.00
20-P0058240	08/12/19	33	EHS Santa Ana College	Bldg Impr - Contractor Svcs	TEAM ONE MANAGEMENT	980.00
20-P0058241	08/12/19	11	Publications	Non-Instructional Supplies	VERITIV OPERATING COMPANY	15,000.00
20-P0058242	08/12/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	1,311.21
20-P0058243	08/12/19	12	Athletics	Instructional Supplies	PRIME SPORTS SALES & DESIGN, INC	3,081.52
20-P0058244	08/12/19	12	Veterans Service Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	887.51
20-P0058245	08/12/19	12	Veterans Service Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	650.54
20-P0058246	08/12/19	11	Maintenance	Maint/Oper Service Agreements	CLIMATEC LLC	33,996.00
20-P0058247	08/12/19	12	Counseling	Food and Food Service Supplies	SMART & FINAL	800.00
20-P0058248	08/12/19	12	Learning Support Center	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,500.00
20-P0058249	08/12/19	12	Student Equity	Non-Instructional Supplies	LOWES HOME IMPROVEMENT	461.67
20-P0058250	08/12/19	12	Career Ed & Work Dev Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
20-P0058251	08/12/19	12	Career Ed & Work Dev Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	319.00
20-P0058252	08/12/19	12	Career Ed & Work Dev Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	800.00
20-P0058253	08/12/19	12	Veterans Service Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
20-P0058254	08/12/19	11	Maintenance & Operations	Contracted Services	HILLS BROS LOCK & SAFE	483.00
20-P0058255	08/12/19	12	Assessment	Software License and Fees	NETOP	195.00
20-P0058256	08/12/19	41	Facility Planning Office	Bldgs - Blueprint/Reprod/Adver	CALIFORNIA NEWSPAPERS PARTNERSHIP	1,022.96
20-P0058257	08/12/19	12	Student Equity	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	500.00
20-P0058258	08/12/19	12	Talent Search	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	481.89
20-P0058259	08/12/19	12	Health & Wellness Center	Food and Food Service Supplies	SMART & FINAL	300.00
20-P0058260	08/12/19	12	Pathways to Teaching	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	150.00
20-P0058261	08/12/19	12	Human Svcs & Technology Office	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	2,000.00
20-P0058262	08/12/19	12	Family & Consumer Studies	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	600.00
20-P0058263	08/12/19	12	Family & Consumer Studies	Instructional Supplies	SMART & FINAL	1,000.00
20-P0058264	08/12/19	12	Learning Support Center	Non-Instructional Supplies	DON BOOKSTORE	1,000.00
20-P0058265	08/12/19	12	Family & Consumer Studies	Instructional Supplies	STATER BROS	700.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0058266	08/12/19	12	Family & Consumer Studies	Instructional Supplies	INGARDIA BROS PRODUCE INC	800.00
20-P0058267	08/13/19	43	Facility Planning Office	Equip-All Other > \$5,000	PRIMEX WIRELESS INC	6,382.06
20-P0058268	08/13/19	11	CJ/Academies	Non-Instructional Supplies	MICHAEL J MACKENZIE	125.75
20-P0058269	08/13/19	61	Risk Management	Prop, Liab, Boiler & Machine	ASCIP	941,163.00
20-P0058270	08/13/19	11	Maintenance	Contracted Repair Services	THYSSENKRUPP ELEVATOR CORP	490.00
20-P0058271	08/13/19	12	Public Affairs/Gov Rel Office	Advertising	25TH HOUR COMMUNICATIONS	30,000.00
20-P0058272	08/13/19	12	Counseling	Contracted Services	SEHI COMPUTER PRODUCTS	6,822.00
20-P0058274	08/13/19	12	Television (TV/Film/Video)	Instructional Supplies	B & H PHOTO VIDEO INC	174.75
20-P0058275	08/13/19	12	Professional Development	Inst Dues & Memberships	RP GROUP	500.00
20-P0058276	08/13/19	12	Public Affairs/Gov Rel Office	Advertising	HAGGARTY PRINTING INC	7,008.27
20-P0058278	08/13/19	12	Chemistry	Instructional Supplies	FISHER SCIENTIFIC	499.06
20-P0058279	08/13/19	12	Human Development	Books, Mags & Subscrip-Non-Lib	DON BOOKSTORE	10,000.00
20-P0058280	08/14/19	12	Financial Aid Office	Food and Food Service Supplies	CARLS JR SPECIAL EVENTS DEPT	3,244.62
20-P0058281	08/14/19	41	Admin Services Office	Bldg Impr - Contractor Svcs	DE LA TORRE COMMERCIAL	38,150.00
20-P0058282	08/14/19	11	Continuing Education Division	Class Schedules/Printing	ADVANCED WEB OFFSET INC	19,816.03
20-P0058283	08/15/19	11	Educational Services Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0058284	08/15/19	12	Career Education Office	Advertising	A STITCH ABOVE LLC	841.23
20-P0058285	08/16/19	12	Chemistry	Instructional Supplies	PRAXAIR DIST INC	78.43
20-P0058286	08/16/19	12	Counseling	Contracted Services	THE MYERS-BRIGGS COMPANY	18,138.75
20-P0058287	08/16/19	12	Orientation/Coord/Training	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	256.17
20-P0058288	08/16/19	12	Biology	Non-Instructional Supplies	FISHER SCIENTIFIC	1,688.48
20-P0058289	08/16/19	12	Kinesiology - Intercol Athlet	Instructional Supplies	LAURIE SALLINGER	490.10
20-P0058290	08/16/19	12	Student Equity	Transportation - Student	TLC LUXURY LLC	1,660.00
20-P0058291	08/16/19	12	Center for Teacher Education	Food and Food Service Supplies	JAYS CATERING	300.81
20-P0058292	08/16/19	11	Public Affairs/Gov Rel Office	Community/Public Relations	THE SO VIETNAMESE MARINES VETERAN CHARITY ASS	100.00
20-P0058293	08/16/19	12	Student Development	Fees Paid for Students	RSCCD	1,506.50
20-P0058294	08/16/19	11	Maintenance	Non-Instructional Supplies	GRAINGER	1,000.00
20-P0058295	08/16/19	12	Chemistry	Instructional Supplies	PHILADELPHIA SECURITY PRODUCTS INC	589.03
20-P0058296	08/16/19	12	Biology	Instructional Supplies	CORIELL INSTITUTE FOR MEDICAL RESEARCH INC	83.83
20-P0058297	08/16/19	13	CJ/Academies	Equip-w/Contr Svc > \$5,000	GOLDEN STAR TECHNOLOGY, INC.	64,225.90
20-P0058298	08/16/19	12	Sci, Math, Health Sci Office	Instructional Supplies	AMICO SCIENTIFIC CORP	636.23
20-P0058299	08/16/19	12	Sci, Math, Health Sci Office	Instructional Supplies	ATI ASSESSMENT TECHNOLOGIES	2,188.88
20-P0058300	08/16/19	12	Sci, Math, Health Sci Office	Instructional Supplies	MICROTECH SCIENTIFIC	1,633.47
20-P0058301	08/16/19	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	753.86
20-P0058302	08/16/19	12	Sci, Math, Health Sci Office	Instructional Supplies	VWR FUNDING INC	3,677.04
20-P0058303	08/16/19	12	Sci, Math, Health Sci Office	Instructional Supplies	HARDY DIAGNOSTICS	695.66
20-P0058304	08/16/19	12	Counseling	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0058305	08/16/19	12	Communications & Media Studies	Reproduction/Printing Expenses	ADVANTAGE MAILING LLC	12,000.00
20-P0058306	08/16/19	11	Fine & Performing Arts Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	200.00
20-P0058307	08/16/19	11	Digital Media Center	Non-Instructional Supplies	HOME DEPOT	2,000.00
20-P0058308	08/16/19	12	Art	Instructional Supplies	TERRAKOTTA, INC.	625.00
20-P0058309	08/16/19	12	Art	Instructional Supplies	RIO GRANDE JEWELRY & GEMS	450.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount	
20-P0058310	08/16/19	12	MESA	Contracted Services	OOTEN CHERYL C	600.00	
20-P0058311	08/16/19	11	Digital Media Center	Inst Dues & Memberships	STATE OF CALIF	125.00	
20-P0209068	07/19/19	11	Resource Development	Excess/Copies Useage	XEROX CORP	4,660.87	
20-P0209090	07/15/19	11	Maintenance & Operations	Maint/Oper Service Agreements	GMS ELEVATOR	2,934.00	
20-P0209106	07/17/19	11	Chancellor's Office	Contracted Services	TOWNSEND PUBLIC AFFAIRS INC	78,000.00	
20-P0209111	07/15/19	11	Business Division Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,754.54	
20-P0209112	07/15/19	11	Business Division Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	190.00	
20-P0209113	07/15/19	11	Kinesiology - Physical Educ	Excess/Copies Useage	XEROX CORP	2,545.58	
20-P0209114	07/15/19	12	DSPS Office	Excess/Copies Useage	XEROX CORP	2,812.82	
20-P0209115	07/18/19	12	DSPS Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,379.07	
20-P0209116	07/18/19	12	DSPS Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	370.01	
20-P0209117	07/15/19	11	Fine & Performing Arts Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,494.44	
20-P0209118	07/15/19	11	Fine & Performing Arts Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	475.80	
20-P0209119	07/15/19	11	Maintenance	Maint/Oper Service Agreements	TAB ANSWER NETWORK	623.75	
20-P0209121	07/16/19	11	Maintenance	Maint/Oper Service Agreements	GMS ELEVATOR	23,472.00	
20-P0209122	07/15/19	11	Purchasing	Contracted Services	RELX INC. YLEXIS NEXIS/REED ELSEVIER	3,920.00	
20-P0209123	07/18/19	11	Fine & Performing Arts Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	697.71	
20-P0209124	07/18/19	11	Fine & Performing Arts Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	471.96	
20-P0209125	07/18/19	12	Administrative Services Office	Maint/Oper Service Agreements	VIEJO SWEEPING SERVICES	21,600.00	
20-P0209126	07/16/19	11	Chancellor's Office	Legal Expenses	ALVARADOSMITH	100,000.00	
20-P0209127	07/17/19	11	District Wide Technology	Software Support Service-Fixed	COMPUTERLAND OF SILICON VALLEY	98,427.00	
20-P0209128	07/17/19	11	Chancellor's Office	Excess/Copies Useage	XEROX CORP	3,033.84	
20-P0209129	07/17/19	11	Maintenance	Maint/Oper Service Agreements	TAB ANSWER NETWORK	583.75	
20-P0209130	07/17/19	11	Admin Services Office	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	11,190.43	
20-P0209131	07/17/19	11	Admin Services Office	Excess/Copies Useage	CANON SOLUTIONS AMERICA, INC	4,209.00	
20-P0209132	07/17/19	11	Humanities & Social Sci Office	Excess/Copies Useage	HEWLETT PACKARD CO	252.00	
20-P0209133	07/17/19	11	Humanities & Social Sci Office	Excess/Copies Useage	HEWLETT PACKARD CO	198.00	
20-P0209134	07/17/19	11	Admin Services Office	Lease Agreement - Equipment	PITNEY BOWES	1,208.76	
20-P0209135	07/17/19	11	Admin Services Office	Contracted Services	GLOBAL WORKS INC	6,000.00	
20-P0209136	07/17/19	11	Grounds	Maint/Oper Service Agreements	ADVANCED AQUATIC TECH INC	5,400.00	
20-P0209137	07/17/19	11	Grounds	Maint/Oper Service Agreements	ANIMAL PEST MGMT SVC	4,200.00	
20-P0209138	07/17/19	11	Maintenance	Maint/Oper Service Agreements	WESTERN PACIFIC SVCS	900.00	
20-P0209139	07/17/19	11	Maintenance	Maint/Oper Service Agreements	GARV INC	5,000.00	
20-P0209140	07/17/19	11	Maintenance	Contracted Services	BOYD & ASSOCIATES	1,020.00	
20-P0209141	07/17/19	11	Maintenance	Maint/Oper Service Agreements	TRI CHEM TECH	6,300.00	
20-P0209142	07/18/19	12	Financial Aid Office	Drinking Water Service	PARADISE SPRINGS DRINKING WATER	902.00	
* 20-P0209143	07/18/19	11	Publications	Excess/Copies Useage	CANON SOLUTIONS AMERICA, INC	45,522.95	
* 20-P0209143	07/18/19	13	Publications	Maint Contract - Other Equip	CANON SOLUTIONS AMERICA, INC	10,925.00	
						PO Amt Total for * 20-P0209143:	56,447.95
* 20-P0209144	07/18/19	11	Publications	Software Support Service	CANON FINANCIAL SERVICES, INC	69,428.03	
* 20-P0209144	07/18/19	13	Publications	Maint Contract - Other Equip	CANON FINANCIAL SERVICES, INC	50,935.94	
						PO Amt Total for * 20-P0209144:	120,363.97

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0209145	07/18/19	11	Facility Planning Office	Excess/Copies Useage	XEROX CORP	7,201.94
20-P0209146	07/18/19	11	Biology	Maint Contract - Other Equip	STERIS CORP	12,837.22
20-P0209147	07/18/19	61	Risk Management	Legal Expenses	NICOLE MILLER & ASSOC INC	7,500.00
20-P0209148	07/18/19	61	Risk Management	Legal Expenses	SHAW HR CONSULTING, INC.	10,000.00
20-P0209150	07/22/19	11	District Wide Technology	Software License and Fees	EDUCAUSE	693.00
20-P0209151	07/23/19	11	CJ/Academies	Instructional Agrmt - Salary	CALIF NARCOTIC OFFICERS ASSOC	300,000.00
20-P0209152	07/23/19	11	CJ/Academies	Instructional Agrmt - Salary	COUNTY OF ORANGE	30,000.00
20-P0209153	07/23/19	11	CJ/Academies	Instructional Agrmt - Salary	COUNTY OF ORANGE	144,000.00
20-P0209154	07/23/19	11	CJ/Academies	Instructional Agrmt - Salary	SERRATO AND ASSOCIATES	121,500.00
20-P0209155	07/24/19	11	CJ/Academies	Instructional Agrmt - Salary	CALIF NARCOTICS CANINE ASSOC	27,000.00
20-P0209156	07/23/19	11	CJ/Academies	Instructional Agrmt - Salary	ORANGE COUNTY LAW ENFORCEMENT	40,000.00
20-P0209157	07/24/19	11	Maintenance & Operations	Maint/Oper Service Agreements	VIEJO SWEEPING SERVICES	3,900.00
20-P0209158	07/24/19	11	Maintenance & Operations	Trash Disposal	WARE DISPOSAL CO INC	4,565.64
20-P0209159	07/24/19	11	Human Resources Office	Legal Expenses	LIEBERT CASSIDY WHITMORE	50,000.00
20-P0209160	07/25/19	11	Reprographics	Excess/Copies Useage	CANON SOLUTIONS AMERICA, INC	6,500.00
20-P0209161	07/30/19	11	Transfer Center	Excess/Copies Useage	XEROX CORP	2,651.44
20-P0209162	07/25/19	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	BOWEN TECHNOVATION	4,172.00
20-P0209163	07/25/19	11	CJ/Academies	Instructional Agrmt - Salary	CAPE ASSOCIATON	28,000.00
20-P0209164	07/25/19	11	Reprographics	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	13,710.53
20-P0209165	07/25/19	12	Safety & Parking - DO	Excess/Copies Useage	XEROX CORP	2,112.54
20-P0209166	07/26/19	12	Safety & Parking - DO	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	1,976.20
20-P0209167	07/26/19	12	Safety & Parking - DO	Excess/Copies Useage	KONICA MINOLTA BUSINESS	500.00
20-P0209168	07/29/19	11	Humanities & Social Sci Office	Excess/Copies Useage	XEROX CORP	3,049.26
20-P0209169	07/29/19	11	Learning Support Center	Excess/Copies Useage	XEROX CORP	1,643.28
20-P0209170	07/29/19	11	Counseling	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,086.46
20-P0209171	07/29/19	11	Counseling	Excess/Copies Useage	KONICA MINOLTA BUSINESS	197.00
20-P0209172	07/29/19	11	Human Svcs & Technology Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	800.00
20-P0209173	07/29/19	11	Human Svcs & Technology Office	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,928.12
20-P0209174	07/29/19	11	Fire Academy	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,783.12
20-P0209175	07/29/19	11	Fire Academy	Excess/Copies Useage	KONICA MINOLTA BUSINESS	825.00
20-P0209176	07/26/19	11	Admin Services Office	Excess/Copies Useage	XEROX CORP	207.10
20-P0209177	07/26/19	11	Admin Services Office	Excess/Copies Useage	XEROX CORP	430.00
20-P0209178	07/26/19	11	Admin Services Office	Excess/Copies Useage	XEROX CORP	847.59
20-P0209179	07/26/19	11	Admin Services Office	Excess/Copies Useage	XEROX CORP	1,148.82
20-P0209180	07/26/19	12	Educational Services Office	Contracted Services	SAN DIEGO COMMUNITY COLLEGE DIST	32,098.00
20-P0209181	07/26/19	12	Resource Development	Contracted Services	LAKE TAHOE CMTY COLLEGE	9,500.00
20-P0209182	07/26/19	11	Admin Services Office	Excess/Copies Useage	XEROX CORP	1,487.18
20-P0209183	07/26/19	11	Admin Services Office	Excess/Copies Useage	XEROX CORP	944.29
20-P0209184	07/26/19	11	Admin Services Office	Excess/Copies Useage	XEROX CORP	941.01
20-P0209185	07/26/19	11	Admin Services Office	Excess/Copies Useage	XEROX CORP	1,087.31
20-P0209186	07/26/19	11	Admin Services Office	Excess/Copies Useage	XEROX CORP	961.30
20-P0209187	07/26/19	11	Admin Services Office	Excess/Copies Useage	XEROX CORP	944.29

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P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0209188	07/29/19	11	District Wide Technology	Software Support Service-Fixed	TOUCHNET INFORMATION SYSTEMS	16,379.00
20-P0209189	07/29/19	11	CJ/Academies	Instructional Agrmt - Salary	ADLERHORST INTL LLC	55,000.00
20-P0209190	07/30/19	11	Phillips Hall	Rental - Facility (Short-term)	MANZANITA SELF STORAGE LLC	15,552.00
20-P0209191	07/30/19	12	Deaf & Hard of Hearing	Contracted Services	GLOBAL WORKS INC	17,000.00
20-P0209192	07/30/19	11	District Wide Technology	Contracted Services	TYLER TECHNOLOGIES INC.	63,840.00
20-P0209193	07/30/19	61	Risk Management	Legal Expenses	NICOLE MILLER & ASSOC INC	50,000.00
20-P0209194	07/30/19	61	Risk Management	Legal Expenses	NICOLE MILLER & ASSOC INC	50,000.00
20-P0209195	07/30/19	11	Maintenance	Excess/Copies Useage	XEROX CORP	2,051.73
20-P0209196	07/30/19	11	Operations	Trash Disposal	WARE DISPOSAL CO INC	40,845.36
20-P0209197	07/31/19	41	Continuing Education Division	Drinking Water Service	NESTLE WATERS NORTH AMERICA	380.06
20-P0209198	07/31/19	11	Maintenance	Maint/Oper Service Agreements	ORKIN PEST CONTROL	14,640.00
20-P0209199	07/31/19	11	Safety & Parking - DO	Communications Maintenance	CASE EMERGENCY SYSTEMS, INC.	12,150.00
20-P0209200	08/01/19	11	Counseling	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,928.12
20-P0209201	08/01/19	11	Counseling	Excess/Copies Useage	KONICA MINOLTA BUSINESS	485.35
20-P0209202	08/01/19	12	Special Services Office	Excess/Copies Useage	XEROX CORP	2,251.12
20-P0209203	08/01/19	12	Career Ed & Work Dev Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	550.00
20-P0209204	08/01/19	12	Career Ed & Work Dev Office	Excess/Copies Useage	KONICA MINOLTA BUSINESS	300.00
20-P0209205	08/02/19	11	SAC Continuing Ed-Instruction	Excess/Copies Useage	XEROX CORP	3,829.30
20-P0209206	08/02/19	11	SAC Continuing Ed-Instruction	Excess/Copies Useage	XEROX CORP	3,523.95
20-P0209207	08/02/19	11	SAC Continuing Ed-Instruction	Excess/Copies Useage	XEROX CORP	761.76
20-P0209208	08/02/19	12	Continuing Education Division	Excess/Copies Useage	KONICA MINOLTA BUSINESS	457.72
20-P0209210	08/02/19	11	Apprenticeship	Instructional Agrmt - Salary	OPERATING ENGINEERS TRAINING	2,000.00
20-P0209211	08/02/19	11	Apprenticeship	Instructional Agrmt - Salary	ORANGE COUNTY ELECTRICAL JOINT	20,000.00
20-P0209212	08/02/19	11	Apprenticeship	Instructional Agrmt - Salary	CALIF NEVADA TRAINING TRUST	22,405.00
20-P0209213	08/02/19	41	Continuing Education Division	Security Systems & Services	BOYD & ASSOCIATES	312.00
20-P0209214	08/02/19	12	Financial Aid Office	Maint Contract - Office Equip	XEROX CORP	384.00
20-P0209215	08/05/19	11	CJ/Academies	Instructional Agrmt - Salary	OC HUMAN RELATIONS	2,000.00
20-P0209216	08/05/19	61	Risk Management	Hazardous Materials Removal	ROSEMET ENVIRONMENTAL SVCS	18,000.00
20-P0209217	08/05/19	12	Resource Development	Contracted Services	PRODUCTOPS INC	137,827.00
20-P0209218	08/05/19	12	Administrative Services Office	Maint/Oper Service Agreements	VIEJO SWEEPING SERVICES	3,900.00
20-P0209219	08/05/19	11	Public Affairs/Gov Rel Office	Contracted Services	25TH HOUR COMMUNICATIONS	60,000.00
20-P0209220	08/05/19	11	SAC Continuing Ed-Instruction	Lease Agreement - Equipment	CANON FINANCIAL SERVICES, INC	11,851.84
20-P0209221	08/05/19	11	SAC Continuing Ed-Instruction	Excess/Copies Useage	CANON SOLUTIONS AMERICA, INC	6,500.00
20-P0209222	08/07/19	13	Continuing Education Division	Security Systems & Services	BOYD & ASSOCIATES	384.00
20-P0209223	08/07/19	11	Chemistry	Maint Contract - Other Equip	PERKIN ELMER	6,384.00
20-P0209224	08/07/19	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	ASH ENTERPRISES INTL INC	7,600.00
20-P0209225	08/09/19	11	Sci, Math, Health Sci Office	Excess/Copies Useage	XEROX CORP	2,650.75
20-P0209226	08/07/19	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	RAYNE DEALERSHIP CORP	428.40
20-P0209227	08/09/19	11	Sci, Math, Health Sci Office	Maint Contract - Other Equip	STERIS CORP	8,472.86
20-P0209228	08/09/19	11	Chemistry	Rental-Equipment (Short-term)	EVOQUA WATER TECH LLC	2,919.80
20-P0209229	08/09/19	12	Continuing Education Division	Telecommunication Circuits	WILSHIRE CONNECTION LLC	25,800.00
20-P0209230	08/09/19	11	Inmate Education Program	Instructional Agrmt - Facility	ORANGE COUNTY SHERIFFS	63,001.00

4.8 (16)

Legend: * = Multiple Funds for this P.O.

Printed: 8/21/2019 2:18:14PM

Environment: Production

LoginID: DR21189

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0209231	08/09/19	11	SAC Continuing Ed-Instruction	Excess/Copies Useage	XEROX CORP	5,274.95
20-P0209232	08/09/19	11	SAC Continuing Ed-Instruction	Excess/Copies Useage	XEROX CORP	761.76
20-P0209233	08/09/19	11	Operations	Trash Disposal	WARE DISPOSAL CO INC	7,750.08
20-P0209234	08/12/19	11	CJ/Academies	Maint/Oper Service Agreements	ORKIN PEST CONTROL	3,864.00
20-P0209235	08/13/19	12	Continuing Education Division	Excess/Copies Useage	XEROX CORP	4,733.34
20-P0209236	08/13/19	11	Maintenance	Maint/Oper Service Agreements	CHEROKEE CHEMICAL CO INC	6,960.00
20-P0209237	08/16/19	12	Resource Development	Lease Agreement - Equipment	KONICA MINOLTA BUSINESS	2,463.92
20-P0209239	08/16/19	12	DSPS	Excess/Copies Useage	XEROX CORP	350.00
20-P0209240	08/16/19	11	CJ/Academies	Trash Disposal	WARE DISPOSAL CO INC	2,551.50
Grand Total:						\$7,259,243.24

4.8 (17)

Legend: * = Multiple Funds for this P.O.

Printed: 8/21/2019 2:18:14PM

Environment: Production

LoginID: DR21189

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF001069	7/19/2019	31	SAC CAFÉ	General Merchandise	PEPSI COLA CO	\$1,275.96
GM-CAF001073	7/20/2019	31	SAC CAFÉ	General Merchandise	BROWN BAG SANDWICH CO	\$564.75
GM-CAF001074	7/22/2019	31	SAC CAFÉ	General Merchandise	BARRY'S DISTRIBUTING	\$123.99
GM-CAF001075	8/5/2019	31	SAC CAFÉ	General Merchandise	PEPSI COLA CO	\$703.82
GM-CAF001076	8/3/2019	31	SAC CAFÉ	General Merchandise	BROWN BAG SANDWICH CO	\$896.25
GM-CAF001077	8/12/2019	31	SAC CAFÉ	General Merchandise	BROWN BAG SANDWICH CO	\$246.40
GM-CAF001078	8/15/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$2,021.68
GM-CAF001079	8/15/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$2,671.56
GM-CAF001080	8/15/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$1,595.57
GM-CAF001081	8/15/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$1,218.77
GM-CAF001082	8/15/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$929.80
GM-CAF001083	8/16/2019	31	SAC CAFÉ	General Merchandise	PEPSI COLA CO	\$1,937.94
GM-CEC000014	7/31/2019	31	CEC BOOKSTORE	General Merchandise	PENS ETC.	\$457.32
GM-EXPR001740	7/22/2019	31	DON EXPRESS	General Merchandise	BARRY'S DISTRIBUTING	\$167.34
GM-EXPR001743	7/19/2019	31	DON EXPRESS	General Merchandise	PEPSI COLA CO	\$653.83
GM-EXPR001747	7/20/2019	31	DON EXPRESS	General Merchandise	BROWN BAG SANDWICH CO	\$777.85
GM-EXPR001748	7/29/2019	31	DON EXPRESS	General Merchandise	BARRY'S DISTRIBUTING	\$118.08
GM-EXPR001749	8/3/2019	31	DON EXPRESS	General Merchandise	BROWN BAG SANDWICH CO	\$940.75
GM-EXPR001750	8/2/2019	31	DON EXPRESS	General Merchandise	PEPSI COLA CO	\$1,679.55
GM-EXPR001751	8/13/2019	31	DON EXPRESS	General Merchandise	BROWN BAG SANDWICH CO	\$158.60
GM-EXPR001752	8/15/2019	31	DON EXPRESS	General Merchandise	A&E DISTRIBUTION	\$1,681.96
GM-EXPR001753	8/15/2019	31	DON EXPRESS	General Merchandise	A&E DISTRIBUTION	\$1,300.08
GM-EXPR001754	8/15/2019	31	DON EXPRESS	General Merchandise	A&E DISTRIBUTION	\$1,091.10
GM-HAWK003145	7/15/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$140.47
GM-HAWK003146	7/15/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$158.13
GM-HAWK003147	7/15/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$167.78
GM-HAWK003148	7/15/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$140.35
GM-HAWK003149	7/15/2019	31	SCC BOOKSTORE	General Merchandise	A&E DISTRIBUTION	\$1,569.13
GM-HAWK003150	7/15/2019	31	SCC BOOKSTORE	General Merchandise	MELODEE ICE CREAM	\$412.10
GM-HAWK003151	7/15/2019	31	SCC BOOKSTORE	General Merchandise	BARRY'S DISTRIBUTING	\$175.14
GM-HAWK003152	7/15/2019	31	SCC BOOKSTORE	General Merchandise	BARRY'S DISTRIBUTING	\$120.24
GM-HAWK003153	7/15/2019	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$975.18
GM-HAWK003154	7/15/2019	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$891.98
GM-HAWK003155	7/16/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$199.96
GM-HAWK003156	7/16/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$47.26
GM-HAWK003157	7/17/2019	31	SCC BOOKSTORE	General Merchandise	HAMILTON BELL CO	\$1,113.50

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK003158	7/18/2019	31	SCC BOOKSTORE	General Merchandise	PENS ETC.	\$1,153.35
GM-HAWK003159	7/29/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$131.80
GM-HAWK003160	7/29/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$156.42
GM-HAWK003161	7/29/2019	31	SCC BOOKSTORE	General Merchandise	PEPSI COLA CO	\$498.60
GM-HAWK003162	7/30/2019	31	SCC BOOKSTORE	General Merchandise	BARRY'S DISTRIBUTING	\$135.36
GM-HAWK003163	7/30/2019	31	SCC BOOKSTORE	General Merchandise	PENS ETC.	\$649.20
GM-HAWK003164	7/31/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$104.66
GM-HAWK003165	7/31/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$128.52
GM-HAWK003166	8/1/2019	31	SCC BOOKSTORE	General Merchandise	OURAY SPORTSWEAR BY SCI	\$456.00
GM-HAWK003167	8/6/2019	31	SCC BOOKSTORE	General Merchandise	BARRY'S DISTRIBUTING	\$33.39
GM-HAWK003168	8/6/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$84.87
GM-HAWK003169	8/6/2019	31	SCC BOOKSTORE	General Merchandise	ROARING SPRING	\$96.25
GM-HAWK003171	8/13/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$87.26
GM-HAWK003172	8/13/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$70.24
GM-HAWK003173	8/15/2019	31	SCC BOOKSTORE	General Merchandise	HAMILTON BELL CO	\$23.60
TR-CEC000063	8/14/2019	31	CEC BOOKSTORE	Trade Book	INDICO FORMERLY NACSCORP	\$103.80
TX-CEC000586	8/6/2019	31	CEC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$434.20
TX-CEC000589	8/15/2019	31	CEC BOOKSTORE	Textbook	CENGAGE LEARNING	\$2,400.00
TX-DON005782	8/1/2019	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$3,412.50
TX-DON005783	8/1/2019	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$3,740.00
TX-DON005784	8/6/2019	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$45,131.34
TX-DON005785	8/7/2019	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$60,205.00
TX-DON005786	8/7/2019	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$44,005.64
TX-DON005787	8/7/2019	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$14,116.55
TX-DON005788	8/7/2019	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$23,734.40
TX-DON005789	8/7/2019	31	SAC BOOKSTORE	Textbook	ARGUS	\$12,057.50
TX-DON005790	8/7/2019	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$24,048.68
TX-DON005791	8/8/2019	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$1,108.66
TX-DON005793	8/8/2019	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$36,591.11
TX-DON005794	8/8/2019	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$46,728.81
TX-DON005795	8/8/2019	31	SAC BOOKSTORE	Textbook	ALFRED PUBLISHING CO. INC	\$245.71
TX-DON005796	8/8/2019	31	SAC BOOKSTORE	Textbook	SOUTHWEST ED ENTERPRISES	\$2,139.20
TX-DON005797	8/8/2019	31	SAC BOOKSTORE	Textbook	MONTEZUMA PUBLISHING	\$4,604.68
TX-DON005798	8/8/2019	31	SAC BOOKSTORE	Textbook	KJOS MUSIC CO	\$347.72
TX-DON005799	8/8/2019	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$25,117.85
TX-DON005800	8/8/2019	31	SAC BOOKSTORE	Textbook	ACS DIVCHED EXAM INST.	\$440.00

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON005801	8/8/2019	31	SAC BOOKSTORE	Textbook	INDUSTRIAL PRESS	\$750.12
TX-DON005802	8/8/2019	31	SAC BOOKSTORE	Textbook	HAYDEN-MCNEIL	\$5,253.70
TX-DON005803	8/8/2019	31	SAC BOOKSTORE	Textbook	ARTE PUBLICATIONS	\$57.36
TX-DON005805	8/8/2019	31	SAC BOOKSTORE	Textbook	HACKETT PUBLISHING CO., I	\$545.00
TX-DON005806	8/8/2019	31	SAC BOOKSTORE	Textbook	DOVER	\$20.00
TX-DON005807	8/8/2019	31	SAC BOOKSTORE	Textbook	AMAZON	\$2,969.65
TX-DON005808	8/8/2019	31	SAC BOOKSTORE	Textbook	ACEBO	\$274.40
TX-DON005809	8/8/2019	31	SAC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$7,681.00
TX-DON005810	8/8/2019	31	SAC BOOKSTORE	Textbook	KENDALL PUBLISHING	\$5,000.60
TX-DON005811	8/8/2019	31	SAC BOOKSTORE	Textbook	SEE CENGAGE LEARNING ITP	\$510.00
TX-DON005812	8/8/2019	31	SAC BOOKSTORE	Textbook	LIPPINCOTT, WILLIAMS	\$455.17
TX-DON005813	8/8/2019	31	SAC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$10,840.76
TX-DON005814	8/8/2019	31	SAC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$4,592.36
TX-DON005815	8/8/2019	31	SAC BOOKSTORE	Textbook	RANDOM HOUSE, INC.	\$195.32
TX-DON005816	8/8/2019	31	SAC BOOKSTORE	Textbook	NORTON, INC.	\$30,286.75
TX-DON005817	8/8/2019	31	SAC BOOKSTORE	Textbook	NATIONAL SAFETY COUNCIL	\$285.00
TX-DON005818	8/8/2019	31	SAC BOOKSTORE	Textbook	MOSBY ELSEVIER	\$479.76
TX-DON005819	8/8/2019	31	SAC BOOKSTORE	Textbook	IFSTA	\$9,674.60
TX-DON005821	8/8/2019	31	SAC BOOKSTORE	Textbook	FLAT WORLD KNOWLEDGE	\$450.00
TX-DON005822	8/8/2019	31	SAC BOOKSTORE	Textbook	HOPKINS FULFILLMENT SERVICES	\$957.60
TX-DON005823	8/8/2019	31	SAC BOOKSTORE	Textbook	JAMRIC PRESS INTERNATIONAL	\$360.50
TX-DON005824	8/8/2019	31	SAC BOOKSTORE	Textbook	NATL ASSN ED OF YG CHILD	\$307.50
TX-DON005825	8/8/2019	31	SAC BOOKSTORE	Textbook	PRO-ED INC	\$375.00
TX-DON005826	8/8/2019	31	SAC BOOKSTORE	Textbook	AMERICAN LIBRARY ASSOC	\$702.00
TX-DON005827	8/8/2019	31	SAC BOOKSTORE	Textbook	JONES & BARTLETT LEARNING	\$4,328.08
TX-DON005829	8/8/2019	31	SAC BOOKSTORE	Textbook	DAWN SIGN PRESS	\$1,155.32
TX-DON005831	8/8/2019	31	SAC BOOKSTORE	Textbook	PERSEUS BOOKS GROUP	\$364.64
TX-DON005832	8/8/2019	31	SAC BOOKSTORE	Textbook	GOODHEART-WILLCOX CO.,INC	\$2,729.76
TX-DON005833	8/8/2019	31	SAC BOOKSTORE	Textbook	SLACK INCORPORATED	\$539.60
TX-DON005834	8/8/2019	31	SAC BOOKSTORE	Textbook	ELSEVIER HEALTH SCIENCE	\$3,569.28
TX-DON005835	8/8/2019	31	SAC BOOKSTORE	Textbook	AMERICAN HEART ASSOC.	\$203.00
TX-DON005836	8/8/2019	31	SAC BOOKSTORE	Textbook	TAYLOR & FRANCIS	\$450.32
TX-DON005837	8/8/2019	31	SAC BOOKSTORE	Textbook	PENGUIN PUTNAM INC	\$335.14
TX-DON005838	8/8/2019	31	SAC BOOKSTORE	Textbook	PLURAL PUBLISHING	\$359.80
TX-DON005839	8/8/2019	31	SAC BOOKSTORE	Textbook	HARPER COLLINS TRADE DIV.	\$875.11
TX-DON005840	8/8/2019	31	SAC BOOKSTORE	Textbook	TREEHOUSE VIDEO	\$498.75

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON005841	8/8/2019	31	SAC BOOKSTORE	Textbook	PARADIGM PUBLISHING CO.	\$1,559.25
TX-DON005842	8/8/2019	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$8,300.00
TX-DON005843	8/8/2019	31	SAC BOOKSTORE	Textbook	INDICO	\$9,946.33
TX-DON005844	8/8/2019	31	SAC BOOKSTORE	Textbook	ROWMAN LITTLEFIELD NATION	\$88.80
TX-DON005845	8/8/2019	31	SAC BOOKSTORE	Textbook	HUMAN KINETICS PUBS, INC.	\$1,780.00
TX-DON005846	8/8/2019	31	SAC BOOKSTORE	Textbook	ASHBURY PUBLISHING LLC	\$2,970.00
TX-DON005847	8/8/2019	31	SAC BOOKSTORE	Textbook	DAVIS, F.A., COMPANY	\$672.28
TX-DON005848	8/8/2019	31	SAC BOOKSTORE	Textbook	University Readers	\$1,199.20
TX-DON005849	8/8/2019	31	SAC BOOKSTORE	Textbook	HACHETTE BOOK GROUP	\$216.00
TX-DON005850	8/8/2019	31	SAC BOOKSTORE	Textbook	SAGE PUBLICATIONS, INC.	\$2,957.60
TX-DON005851	8/8/2019	31	SAC BOOKSTORE	Textbook	CADCIM TECHNOLOGIES	\$136.00
TX-DON005852	8/8/2019	31	SAC BOOKSTORE	Textbook	CERTIPORT SALES	\$4,265.80
TX-DON005853	8/8/2019	31	SAC BOOKSTORE	Textbook	BROADVIEW PRESS	\$307.56
TX-DON005854	8/8/2019	31	SAC BOOKSTORE	Textbook	NYSTROM	\$680.40
TX-DON005856	8/8/2019	31	SAC BOOKSTORE	Textbook	UNIVERSITY OF CHICAGO PRE	\$97.20
TX-DON005861	8/8/2019	31	SAC BOOKSTORE	Textbook	SCHROFF DEVELOPMENT CORP	\$200.00
TX-DON005863	8/8/2019	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$40,375.00
TX-DON005864	8/8/2019	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$5,053.28
TX-DON005865	8/12/2019	31	SAC BOOKSTORE	Textbook	INDICO	\$193.80
TX-DON005866	8/12/2019	31	SAC BOOKSTORE	Textbook	INDICO	\$546.00
TX-DON005867	8/12/2019	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$1,762.50
TX-DON005868	8/13/2019	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$18,250.00
TX-DON005869	8/13/2019	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$19,000.00
TX-DON005870	8/13/2019	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$1,199.80
TX-DON005871	8/14/2019	31	SAC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$2,850.00
TX-DON005872	8/14/2019	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$8,100.00
TX-HAWK004368	7/16/2019	31	SCC BOOKSTORE	Textbook	TEXAS BOOK COMPANY	\$7,334.04
TX-HAWK004369	7/16/2019	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$19,131.22
TX-HAWK004370	7/17/2019	31	SCC BOOKSTORE	Textbook	INDICO FORMERLY NACSCORP	\$265.29
TX-HAWK004371	7/17/2019	31	SCC BOOKSTORE	Textbook	HAYDEN-MCNEIL	\$1,920.35
TX-HAWK004372	7/17/2019	31	SCC BOOKSTORE	Textbook	ACR PUBLICATIONS	\$2,692.20
TX-HAWK004373	7/17/2019	31	SCC BOOKSTORE	Textbook	TEACHERS COLLEGE PRESS	\$91.80
TX-HAWK004374	7/17/2019	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$56,762.07
TX-HAWK004375	7/17/2019	31	SCC BOOKSTORE	Textbook	MONTEZUMA PUBLISHING	\$2,361.97
TX-HAWK004376	7/17/2019	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	\$24,333.63
TX-HAWK004377	7/17/2019	31	SCC BOOKSTORE	Textbook	DAWN SIGN PRESS	\$5,029.04

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P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-HAWK004378	7/17/2019	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$25,473.50
TX-HAWK004379	7/17/2019	31	SCC BOOKSTORE	Textbook	MORTON	\$2,593.92
TX-HAWK004380	7/17/2019	31	SCC BOOKSTORE	Textbook	ROCKWELL PUBLISHING	\$1,232.35
TX-HAWK004383	7/17/2019	31	SCC BOOKSTORE	Textbook	BLUEDOOR	\$27,912.85
TX-HAWK004384	7/17/2019	31	SCC BOOKSTORE	Textbook	ARCHIMEDES PUBLISHING	\$1,368.00
TX-HAWK004385	7/17/2019	31	SCC BOOKSTORE	Textbook	VISTA HIGHER LEARNING	\$5,588.00
TX-HAWK004386	7/17/2019	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$4,269.10
TX-HAWK004387	7/17/2019	31	SCC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$39,675.00
TX-HAWK004388	7/17/2019	31	SCC BOOKSTORE	Textbook	DEBATE SENSEI	\$1,550.00
TX-HAWK004389	7/24/2019	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$1,871.74
TX-HAWK004390	7/24/2019	31	SCC BOOKSTORE	Textbook	CAMBRIDGE UNIVERSITY PRES	\$4,309.20
TX-HAWK004391	7/24/2019	31	SCC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$576.00
TX-HAWK004392	7/29/2019	31	SCC BOOKSTORE	Textbook	REAL ESTATE CENTRE	\$315.00
TX-HAWK004393	7/29/2019	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$619.75
TX-HAWK004394	7/29/2019	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$249.90
TX-HAWK004395	7/30/2019	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$126.50
TX-HAWK004396	7/30/2019	31	SCC BOOKSTORE	Textbook	AMAZON	\$775.61
TX-HAWK004397	8/1/2019	31	SCC BOOKSTORE	Textbook	INDICO	\$345.81
TX-HAWK004398	8/1/2019	31	SCC BOOKSTORE	Textbook	WAVELAND PRESS, INC.	\$948.00
TX-HAWK004404	8/1/2019	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$14,572.67
TX-HAWK004405	8/1/2019	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	\$10,210.26
TX-HAWK004407	8/1/2019	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$28,124.29
TX-HAWK004408	8/1/2019	31	SCC BOOKSTORE	Textbook	AMERICAN WATER WORKS ASSN	\$3,471.34
TX-HAWK004409	8/1/2019	31	SCC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$14,771.30
TX-HAWK004410	8/1/2019	31	SCC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$3,934.54
TX-HAWK004411	8/1/2019	31	SCC BOOKSTORE	Textbook	KENDALL PUBLISHING	\$537.40
TX-HAWK004412	8/1/2019	31	SCC BOOKSTORE	Textbook	UNIVERSITY ENTERPRISES	\$931.00
TX-HAWK004413	8/1/2019	31	SCC BOOKSTORE	Textbook	NORTON, INC.	\$40,777.70
TX-HAWK004414	8/1/2019	31	SCC BOOKSTORE	Textbook	EDUCATIONAL TEXTBOOK COMP	\$426.00
TX-HAWK004416	8/1/2019	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$878.00
TX-HAWK004418	8/1/2019	31	SCC BOOKSTORE	Textbook	UNIV. SOUTHERN CALIFORNIA	\$1,260.00
TX-HAWK004419	8/1/2019	31	SCC BOOKSTORE	Textbook	INDICO	\$1,951.39
TX-HAWK004420	8/1/2019	31	SCC BOOKSTORE	Textbook	VISTA HIGHER LEARNING	\$16,800.00
TX-HAWK004421	8/1/2019	31	SCC BOOKSTORE	Textbook	AGAINST THE CLOCK	\$1,119.80
TX-HAWK004422	8/1/2019	31	SCC BOOKSTORE	Textbook	ON COURSE LEARNING	\$740.40
TX-HAWK004423	8/1/2019	31	SCC BOOKSTORE	Textbook	ARCHIMEDES PUBLISHING	\$816.00

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-HAWK004424	8/15/2019	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$230.29
TX-HAWK004425	8/15/2019	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$275.84
TX-HAWK004426	8/15/2019	31	SCC BOOKSTORE	Textbook	INDICO FORMERLY NACSCORP	\$1,678.03
TX-HAWK004427	8/15/2019	31	SCC BOOKSTORE	Textbook	HAYDEN-MCNEIL	\$736.30
TX-HAWK004428	8/15/2019	31	SCC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$275.40
TX-HAWK004430	8/15/2019	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$14,040.80
TX-HAWK004432	8/15/2019	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$14,748.50
TX-HAWK004433	8/15/2019	31	SCC BOOKSTORE	Textbook	NORTON, INC.	\$16,513.40
TX-HAWK004434	8/15/2019	31	SCC BOOKSTORE	Textbook	MONTEZUMA PUBLISHING	\$79.55
TX-HAWK004435	8/15/2019	31	SCC BOOKSTORE	Textbook	BLUEDOOR	\$468.00
TX-HAWK004436	8/15/2019	31	SCC BOOKSTORE	Textbook	UNIVERSITY ENTERPRISES	\$4,050.00
TX-HAWK004437	8/15/2019	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	\$4,140.00
TX-HAWK004439	8/15/2019	31	SCC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$5,616.46
TX-HAWK004440	8/15/2019	31	SCC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$1,208.64
TX-HAWK004441	8/15/2019	31	SCC BOOKSTORE	Textbook	INGRAM PUBLISHING SERVICES	\$2,254.41
Grand Total:						\$1,062,346.34

Legend for All Funds at RSCCD	
Fund	Description
11	General Fund Unrestricted
12	General Fund Restricted
13	GF Unrestricted One-Time Funds
21	Bond Int & Red Fund, Series A
22	Bond Int & Red Fund, Series B
23	Bond Int & Red Fund, Series C
24	Bond Interest & Redemp Fund
31	Bookstore Fund
33	Child Development Fund
41	Capital Outlay Projects Fund
42	Bond Fund, Measure E
43	Bond Fund, Measure Q
51	Fixed Assets
52	Cash Flow Fund
61	Property and Liability Fund
62	Workers' Compensation Fund
63	Retiree Benefits Fund
71	Associated Students Fund
72	Representation Fee Trust Fund
74	Student Financial Aid Fund
76	Community Education Fund
78	Retiree Benefits - Irrevocable
79	Diversified Trust Fund
81	Diversified Agency Fund
91	Foundation Gen Op Fund Uninvst
92	Foundation Gen Op Fund Invest
93	Foundation Trust Fund Uninvest
94	Foundation Trust Fund Invested
95	Foundation Scholar Fund Uninvst
96	Foundation Scholar Fund Invest
97	Foundation Rest Rev Fund Uninv
98	Foundation Rest Rev Fund Invst
99	Foundation Endowment Fund

4.8 (24)

Legend: * = Multiple Funds for this P.O.

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Environment: Production

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 14, 2019 THROUGH AUGUST 17, 2019
BOARD MEETING OF SEPTEMBER 23, 2019**

P.O. #	Amount	Description	Department	Comment
20-B0001683	\$47,000.00	Copier leases: Pay Per Print Copy Program phase II of implementation	SAC -Auxiliary Services	Purchased from the Foundation for California Community Colleges (FCCC) Agreement #CB13-011. Board Approved February 22, 2016.
20-P0057808	\$18,512.50	Test vouchers for inmate and scholarship students through Santiago Canyon College	SCC -Inmate Education Program	
20-P0057837	\$22,280.00	Project inspector consulting services for the Emergency Blue Phone and Accessible Path for Travel at Santa Ana College and Santiago Canyon College	DO -Facility Planning	Board Approved: July 15, 2019
20-P0057870	\$30,000.00	Advertising services for the 2019 Fall and Intersession semesters at Santiago Canyon College	SCC -President's Office	Board Approved: July 15, 2019
20-P0057882	\$161,000.00	Consulting services for IT management and transitional onboarding assistance	DO -ITS	Board Approved: May 28, 2019
20-P0057925	\$21,007.95	Printing of Fall 2019 Continuing Education class schedules for Santiago Canyon College Orange Education Center	SCC -Continuing Education	Received Quotations: *1. Advanced Web Offset Inc 2. Trend Offset Printing *Successful Bidder
20-P0057927	\$162,000.00	Emergency blue phones and ADA path of travel project at Santiago Canyon College	DO -Facility Planning	Board Approved: July 15, 2019
20-P0057932	\$23,197.21	Electric vehicle charging stations	DO -Facility Planning	Received Quotations: *1. Charge Point, Inc *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 14, 2019 THROUGH AUGUST 17, 2019
BOARD MEETING OF SEPTEMBER 23, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0057946	\$19,640.00	Material fees for Spring 2019 enrollments in Waymaker, OHM and Candela Courseware	SAC -Distance Education	Based on projected enrollment
20-P0057949	\$17,349.20	Event fees for the Los Angeles/ Orange County 2nd Annual Regional retreat	DO -LA/OC Regional Consortia	Board Approved: July 15, 2019
20-P0057987	\$65,000.00	Instructional services agreement with Goodwill Industries of Orange County	SCC -OEC	Board Approved: June 17, 2019
20-P0057993	\$15,000.00	Instructional services agreement with Pacific Clinics	SCC -OEC	Board Approved: June 17, 2019
20-P0057996	\$92,915.00	Website redesign services for Santa Ana College	SAC -Public Affairs	Purchased from the California Multiple Award Schedule (CMAS) Contract #3-14-70-1717C Board Approved: July 15, 2019
20-P0058015	\$21,830.74	General legal services provided by Musick Peeler and Garrett to Human Resouces	DO -Human Resources	Board Approved: June 25, 2018
20-P0058017	\$183,640.00	Professional services related to the improvement of system stability and performance in Ellucian Cloud	DO -ITS	Board Approved: July 15, 2019
20-P0058018	\$47,512.50	Consultant to provide assessment and evaluation of existing ITS processes	DO -ITS	Board Approved: January 14, 2019
20-P0058021	\$40,249.00	Annual membership dues for the Community College League of California	DO -Chancellor's Office	Annual institutional membership

**PURCHASE ORDERS SUPPLEMENT
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P.O. #	Amount	Description	Department	Comment
20-P0058023	\$30,000.00	Title 5 investigation services	DO -Risk Management	Board Approved: March 11, 2019
20-P0058039	\$17,100.00	Annual membership dues for California Community College Athletic Association	DO -Chancellor's Office	Annual institutional membership
20-P0058075	\$75,000.00	Emergency blue phones and ADA path of travel project at Santiago Canyon College	DO -Facility Planning	Board Approved: July 15, 2019
20-P0058083	\$38,690.00	Hazardous material construction monitoring services for OEC demolition	DO -Facility Planning	Board Approved: July 15, 2019
20-P0058084	\$34,600.00	Architectural services for the replacement and addition of parking ticket kiosks at Santa Ana College and Santiago Canyon College	DO -Facility Planning	Board Approved: June 17, 2019
20-P0058126	\$25,000.00	Miscellaneous custodial supplies for Santa Ana College	SAC -Custodial	Purchased from the California Multiple Award Schedule (CMAS) Contract #4-13-73-0024A Board Approved: April 13, 2015
20-P0058142	\$201,162.47	Storage servers and components	DO -ITS	Purchased from the NASPO Valuepoint Contract #MNNVP-134 (California Contract #7-15-70-34-002) Board Approved: April 24, 2017
20-P0058163	\$138,000.00	Management of program development, curriculum development, industry connections, and K-12 pathways to college for the Biotechnology Program	SCC -Biology	Board Approved: June 17, 2019

**PURCHASE ORDERS SUPPLEMENT
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P.O. #	Amount	Description	Department	Comment
20-P0058172	\$32,163.20	Water quality monitoring services for the central plant at Santa Ana College	SAC -Central Plant	Received Quotations: *1. Aqua Clear Water Treatment Specialists 2. Nalco - ECOLAB *Successful Bidder
20-P0058184	\$860,220.00	Annual workers compensation premium for 2019-2020	DO -Risk Management	Required insurance
20-P0058191	\$70,000.00	Book vouchers for Fall 2019 EOPS students at Santiago Canyon College	SCC -EOPS	
20-P0058194	\$57,981.26	Patient simulator, baby, and components for nursing instruction	SAC -Health Sciences Education	Participation Agreement: DO-18-2225-30.02 Master Agreement: DO-17-2185-RSCCD
20-P0058219	\$52,500.00	Consulting services to improve student access to education plans, schedules and on demand access to complete certificates	SAC -Continuing Education Division	Board Approved: July 15, 2019
20-P0058241	\$15,000.00	Paper supplies for Publications	DO -Publications	Bid #1638 Board Approved: June 17, 2019
20-P0058246	\$33,996.00	Annual service plan to support the Energy Management and Controls System	SAC -Maintenance	Received Quotations: *1. Climatec LLC *Successful Bidder
20-P0058269	\$941,163.00	Property and liability premiums	DO -Risk Management	Required Insurance

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
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BOARD MEETING OF SEPTEMBER 23, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0058271	\$30,000.00	Media buying services for marketing and advertising of Santa Ana College	SAC -Public Affairs	Board Approved: July 15, 2019
20-P0058281	\$38,150.00	Classroom refurbishment in Building A at Santiago Canyon College	SCC -Admin Services	Received Quotations: *1. De La Torre Commercial Interiors, Inc 2. KYA Services, LLC 3. Newbuild Construction & Restoration 4. Kazoni Construction *Successful Bidder
20-P0058282	\$19,816.03	Printing of Fall 2019 Continuing Education class schedules for Santa Ana College and Centennial Education Center	SAC -Continuing Education	Received Quotations: *1. Advanced Web Offset Inc 2. Trend Offset Printing *Successful Bidder
20-P0058286	\$18,138.75	Online testing, assessment, and reporting of the Myers-Briggs Type Indicator tests for the Santiago Canyon College Testing Center	SCC -Counseling	
20-P0058297	\$64,225.90	Projector replacement in the Orange County Sheriff's Regional Training Academy Auditorium	SAC -CJ/Academies	Received Quotations: *1. Golden Star Technology, Inc. *Successful Bidder
20-P0209106	\$78,000.00	TPA to provide government and community relations services	DO -Chancellor's Office	Board Approved: June 17, 2019
20-P0209121	\$23,472.00	Elevator repair and preventative maintenance services at Santa Ana College	SAC -Maintenance	Bid #1259 Board Approved: May 26, 2015

**PURCHASE ORDERS SUPPLEMENT
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BOARD MEETING OF SEPTEMBER 23, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209125	\$21,600.00	Parking lot sweeping services at Santa Ana College	SAC -Administrative Services	Bid #1346 Board Approved: December 10, 2018
20-P0209126	\$100,000.00	General counsel services provided by Alvarado Smith	DO -Chancellor's Office	Board Approved: June 25, 2018
20-P0209127	\$98,427.00	Adobe Creative Cloud and Adobe Sign for Enterprise higher education site license	DO -ITS	Board Approved: July 15, 2019
20-P0209143	\$56,447.95	Base charges and excess copy usage for the Publications production equipment	Publications	Board Approved: December 4, 2017
20-P0209144	\$120,363.97	Lease fees for the Publications production equipment	Publications	Board Approved: December 4, 2017
20-P0209151	\$300,000.00	Instructional agreement for law enforcement narcotics related training classes	SAC -CJ/Academies	Board Approved: October 13, 2014
20-P0209152	\$30,000.00	Instructional agreement for law enforcement training classes	SAC -CJ/Academies	Board Approved: March 25, 2019
20-P0209153	\$144,000.00	Instructional agreement for information technician and facilities maintenance specialist training classes	SAC -CJ/Academies	Board Approved: March 25, 2019
20-P0209154	\$121,500.00	Instructional agreement for law enforcement training classes	SAC -CJ/Academies	Board Approved: February 2, 2015

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
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P.O. #	Amount	Description	Department	Comment
20-P0209155	\$27,000.00	Instructional agreement for California K-9 Association peace officer training seminars	SAC -CJ/Academies	Board Approved: July 17, 2017
20-P0209156	\$40,000.00	Instructional agreement for Law Enforcement Explorer's Advisors Association classes	SAC -CJ/Academies	Board Approved: May 31, 2016
20-P0209159	\$50,000.00	General legal services provided by Liebert Cassidy Whitmore	DO -Human Resources	Board Approved: May 25, 2018
20-P0209163	\$28,000.00	Instructional agreement for peace officers seminars	SAC -CJ/Academies	Board Approved: September 24, 2018
20-P0209180	\$32,098.00	Sub-agreement with San Diego CCD on behalf of San Diego Miramar College to participate in an Industry Sector Projects in Common (ISPIC) for Life Sciences/Biotech	DO -Resource Development	Board Approved: February 25, 2019
20-P0209188	\$16,379.00	Annual renewal of Touchnet payment center software subscription	DO -ITS	Board Approved: September 28, 2015
20-P0209189	\$55,000.00	Instructional agreement for law enforcement training classes	SAC -CJ/Academies	Board Approved: September 11, 2018
20-P0209190	\$15,552.00	Storage space rental for the Fine and Performing Arts Department at Santa Ana College	SAC -Fine and Performing Arts	Annual renewal

**PURCHASE ORDERS SUPPLEMENT
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P.O. #	Amount	Description	Department	Comment
20-P0209191	\$17,000.00	Sign language interpreting services for students in the Deaf and Hard of Hearing Program	SAC -Deaf & Hard of Hearing	Board Approved: June 25, 2018
20-P0209192	\$63,840.00	Data and enterprise system protection	DO- ITS	Board Approved: March 12, 2018
20-P0209193	\$50,000.00	Investigative Activity services for Title IX concerns	DO -Risk Management	Board Approved: May 28, 2019
20-P0209194	\$50,000.00	Discrimination investigative services	DO -Risk Management	Board Approved: May 28, 2019
20-P0209196	\$40,845.36	Waste and recycling pick-up services at Santa Ana College	SAC -Operations	Bid #1347 Board Approved: November 26, 2018
20-P0209211	\$20,000.00	Supplemental instruction for the Electrical apprentices	SCC -BCTE	Board Approved: October 15, 2018
20-P0209212	\$22,405.00	Supplemental instruction for the Power Lineman apprentices	SCC -BCTE	Board Approved: October 15, 2018
20-P0209216	\$18,000.00	Hazardous waste services and supplies	DO -Risk Management	Board Approved: June 18, 2019

**PURCHASE ORDERS SUPPLEMENT
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FROM JULY 14, 2019 THROUGH AUGUST 17, 2019
BOARD MEETING OF SEPTEMBER 23, 2019**

P.O. #	Amount	Description	Department	Comment
20-P0209217	\$137,827.00	Third amendment to the sub-agreement with ProductOps to expand and undergo modifications to accommodate more programs and the needs of users for the NOVA system	DO -Resource Development	Board Approved: July 15, 2019
20-P0209219	\$60,000.00	Annual renewal of subscriptions for Real-Time Digital Dashboard for each college and provide general public affairs services through December 31, 2019	DO -Public Affairs	Board Approved: June 17, 2019
20-P0209229	\$25,800.00	Fiber connectivity services for the Remington Education Center	SAC -Continuing Education	Received Quotes: *1. Wilcon 2. Zayo Group *Successful Bidder
20-P0209230	\$63,001.00	Instructional agreement for Orange County Jail inmates continuing education classes	SCC -Inmate Education Program	Board Approved: May 31, 2016
TX-DON005785	\$60,205.00	Textbooks purchased for resale	SAC Bookstore	Purchased from McGraw Hill. Director review and approval: Jennie Adams 08/7/19
TX-DON005786	\$44,005.64	Textbooks purchased for resale	SAC Bookstore	Purchased from Pearson Education. Director review and approval: Jennie Adams 08/7/19
TX-DON005788	\$23,734.40	Textbooks purchased for resale	SAC Bookstore	Purchased from MBS Textbook Exchange. Director review and approval: Jennie Adams 08/7/19

**PURCHASE ORDERS SUPPLEMENT
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FROM JULY 14, 2019 THROUGH AUGUST 17, 2019
BOARD MEETING OF SEPTEMBER 23, 2019**

P.O. #	Amount	Description	Department	Comment
TX-DON005790	\$24,048.68	Textbooks purchased for resale	SAC Bookstore	Purchased from Cengage Learning. Director review and approval: Jennie Adams 08/7/19
TX-DON005793	\$36,591.11	Textbooks purchased for resale	SAC Bookstore	Purchaed from Pearson Education. Director review and approval: Jennie Adams 08/8/19
TX-DON005794	\$46,728.81	Textbooks purchased for resale	SAC Bookstore	Purchased from Cengage Learning. Director review and approval: Jennie Adams 08/8/19
TX-DON005799	\$25,117.85	Textbooks purchased for resale	SAC Bookstore	Purchased fromMcgraw-Hill Publishing CO. Director review and approval: Jennie Adams 08/8/19
TX-DON005816	\$30,286.75	Textbooks purchased for resale	SAC Bookstore	Purchased from Norton,Inc.. Director review and approval: Jennie Adams 08/8/19
TX-DON005863	\$40,375.00	Textbooks purchased for resale	SAC Bookstore	Purchased from Pearson Education. Director review and approval: Jennie Adams 08/8/19
TX-DON005868	\$18,250.00	Textbooks purchased for resale	SAC Bookstore	Purchased fromMcGraw_Hill Publishing Co. Director review and approval: Jennie Adams 08/13/19

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 14, 2019 THROUGH AUGUST 17, 2019
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P.O. #	Amount	Description	Department	Comment
TX-DON005869	\$19,000.00	Textbooks purchased for resale	SAC Bookstore	Purchased from Pearson Education. Director review and approval: Jennie Adams 08/13/19
TX-HAWK004369	\$19,131.22	Textbooks purchased for resale	SCC Bookstore	Purchased from MBS Textbook Exchange. Manager review and approval: Bill Jeffery 07/16/19
TX-HAWK004374	\$56,762.07	Textbooks purchased for resale	SCC Bookstore	Purchased from Pearson Education. Manager review and approval: Bill Jeffery 07/17/19
TX-HAWK004376	\$24,333.63	Textbooks purchased for resale	SCC Bookstore	Purchased from Cengage Learning. Manager review and approval: Bill Jeffrey 07/17/19
TX-HAWK004378	\$25,473.50	Textbooks purchased for resale	SCC Bookstore	Purchased from McGraw Hill. Manager Review and approval: Bill Jeffery 07/17/19
TX-HAWK004383	\$27,912.85	Textbooks purchased for resale	SCC Bookstore	Purchased from Bluedoor. Manager Review and approval: Bill Jeffery 07/17/19
TX-HAWK004387	\$39,675.00	Textbooks purchased for resale	SCC Bookstore	Purchased from John Wiley & Sons, Inc. Manager review and approval: Bill Jeffery 07/17/19

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**PURCHASE ORDERS SUPPLEMENT
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BOARD MEETING OF SEPTEMBER 23, 2019**

P.O. #	Amount	Description	Department	Comment
TX-HAWK004407	\$28,124.29	Textbooks purchased for resale	SCC Bookstore	Purchased from McGraw-Hill Publishing Co. Manager review and approval: Bill Jeffrey 08/1/19
TX-HAWK004413	\$40,777.70	Textbooks purchased for resale	SCC Bookstore	Purchased from Norton, Inc. Manager review and approval: Bill Jeffrey 08/1/19
TX-HAWK004420	\$16,800.00	Textbooks purchased for resale	SCC Bookstore	Purchased from Visa Higher Learning. Manager review and approval: Bill Jeffrey 08/1/19
TX-HAWK004433	\$16,513.40	Textbooks purchased for resale	SCC Bookstore	Purchased from Norton Inc. Manager review and approval: Bill Jeffrey 08/15/19

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorically funded programs were developed.

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1.	Nursing Program Support Grant (SAC) Categorical apportionment from the California Community Colleges Chancellor's Office, Nursing and Allied Health Division awarded to Santa Ana College's Nursing Program to increase enrollment capacity, retention and program completion rates, and the number of nursing students who pass the state licensing exam. (19/20). <i>No match required.</i>	07/01/2019	\$207,358
2.	Upward Bound – Math & Science Program – Year 3 (SCC) Third year of a five-year federal grant award from the U.S. Department of Education to increase the number of low-income and potentially first-generation college students that enroll in and complete college Science, Technology, Engineering, and Math (STEM) degree programs, by providing comprehensive educational and support services for disadvantaged high schools students from two target high schools in the Orange Unified School District. The Upward Bound Math Science Program would serve as a critical bridge to four-year degree programs and careers for disadvantaged students who aspire to STEM professions. (19/20). <i>No match required.</i>	10/01/2019	\$287,537
3.	Upward Bound – Veterans Program – Year 3 (SAC) Third year of a five-year federal grant award from the U.S. Department of Education to identify veterans who have not yet enrolled in college, and recruit them to participate in a college preparation program featuring comprehensive assessment, targeted academic skill development, career exploration and preparation, tutoring, referrals to veterans assistance services, and college and financial aid advisement and application completion assistance, in order to increase the number of veterans who enroll in college and complete a certificate or degree and successfully enter employment. Participants in the Veterans Upward Bound Program will receive continued support after completion to facilitate their transition to post-secondary enrollment and to connect them with support services at the colleges/universities where they enroll, to ensure their persistence in and completion of college degree programs. (19/20). <i>No match required.</i>	10/01/2019	\$287,537

RECOMMENDATION

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

Fiscal Impact:	\$782,432	Board Date: September 23, 2019
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2483
NAME: Nursing Program Support Grant - Santa Ana College
FISCAL YEAR 2019/2020

CONTRACT TERM: 07/01/2019 - 06/30/2020
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.: Rebecca Miller
Date: 09/03/2019

		New Budget	
GL Account String	Description	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: FA19: 9.5 LHE x \$67.79/hour x 18 hours SP20: 10 LHE x \$67.79/hour x 18 hours Simulation/Skills Lab: FA19: \$64.57/hour x 40 hours SP20: \$64.57/hour x 40 hours	29,961	
12_2483_123010_16640_2420	Inst Assistant - Hourly : Nursing Learning Facilitator, Hourly, Nursing Prog.: FA19/SP20: 50 hrs. x \$20.01/hr. x 2 semesters Simulation/Skills Lab: FA19/SP20: 50 hrs. x \$20.01/hr. x 2 semesters	4,002	
12_2483_123010_16640_3111	STRS - Instructional : Nursing	5,131	
12_2483_123010_16640_3321	Medicare - Instructional : Nursing	493	
12_2483_123010_16640_3331	PARS - Instructional : Nursing	52	
12_2483_123010_16640_3431	H & W - Retiree Fund Inst : Nursing	1,444	
12_2483_123010_16640_3511	SUI - Instructional : Nursing	17	
12_2483_123010_16640_3611	WCI - Instructional : Nursing	510	
12_2483_123010_16640_4310	Instructional Supplies : Nursing DVDs, disposable lab items	455	
12_2483_123010_16640_6410	Equip-All Other >\$1,000<\$5,000 : Nursing (1) laptop for instruction to students @ \$1,100	1,100	
12_2483_619000_16640_4610	Non-Instructional Supplies : Nursing TEAS tests x 100 at \$58/test	5,800	
12_2483_649000_16640_2130	Classified Employees : Nursing Elva Negrete, Student Services Coord. (40%) Dawn Williams, Intermediate Clerk (100%)	85,321	
12_2483_649000_16640_3215	PERS - Non-Instructional : Nursing	17,747	
12_2483_649000_16640_3315	OASDHI - Non-Instructional : Nursing	5,420	
12_2483_649000_16640_3325	Medicare - Non-Instructional : Nursing	1,268	
12_2483_649000_16640_3415	H & W - Non-Instructional : Nursing	32,372	
12_2483_649000_16640_3435	H & W - Retiree Fund Non-Inst : Nursing	3,715	
12_2483_649000_16640_3515	SUI - Non-Instructional : Nursing	44	
12_2483_649000_16640_3615	WCI - Non-Instructional : Nursing	1,311	
12_2483_649000_16640_3915	Other Benefits - Non-Instruct : Nursing	2,100	
12_2483_675000_16640_5210	Conference Expenses : Nursing	1,120	
	Total #2483 -Nursing Program Support (SAC)	207,358	207,358

**CALIFORNIA COMMUNITY COLLEGES
MONTHLY PAYMENT SCHEDULE BY DISTRICT
2019-2020 ADVANCE APPORTIONMENT**

EXHIBIT A

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ORANGE COUNTY**

Programs	Amount Certified	July Payment	August Payment	September Payment	October Payment	November Payment	December Payment	January Payment	Total Paid Thru. January 2020
STATE GENERAL APPORTIONMENT	51,751,947	4,140,156	4,140,156	6,210,233	5,175,195	4,657,675	2,587,597	4,140,156	31,051,168
ACCESS TO PRINT AND ELECTRONIC INFO	21,263	1,701	1,701	2,552	2,126	1,914	1,063	1,701	12,758
ADULT EDUCATION BLOCK GRANT	3,160,444	263,370	263,371	263,370	263,370	263,371	263,370	263,370	1,843,592
APPRENTICE ALLOWANCE	4,550,436	364,035	364,035	546,052	455,044	409,539	227,522	364,035	2,730,262
C.A.R.E.	152,817	12,225	12,226	18,338	15,281	13,754	7,641	12,225	91,690
CALIFORNIA COLLEGE PROMISE	1,678,834	1,678,834	0	0	0	0	0	0	1,678,834
CALWORKS	551,647	44,132	44,132	66,197	55,165	49,648	27,582	44,132	330,988
CHILDCARE TAX BAILOUT	262,059	262,059	0	0	0	0	0	0	262,059
COLLEGE PROMISE GRANTS (BOG FEE WAIVERS ADMIN)	278,496	22,280	22,279	33,420	27,849	25,065	13,925	22,280	167,098
D.S.P.S.	1,669,544	133,564	133,563	200,345	166,955	150,259	83,477	133,563	1,001,726
DEAF AND HARD OF HEARING	113,243	9,059	9,060	13,589	11,324	10,192	5,662	9,060	67,946
DIGITAL COURSE MATERIALS	0	0	0	0	0	0	0	0	0
E.O.P.S.	2,149,791	171,983	171,984	257,974	214,980	193,481	107,489	171,984	1,289,875
EQUAL EMPLOYMENT OPPORTUNITY	45,000	45,000	0	0	0	0	0	0	45,000
FINANCIAL AID TECHNOLOGY	99,501	7,960	7,960	11,940	9,950	8,955	4,976	7,960	59,701
FOSTER CARE EDUCATION	0	0	0	0	0	0	0	0	0
FULL TIME FACULTY HIRING	1,304,941	104,395	104,396	156,592	130,495	117,444	65,247	104,396	782,965
INTEGRATED TECHNOLOGY PROGRAM	0	0	0	0	0	0	0	0	0
NEXTUP	0	0	0	0	0	0	0	0	0
NURSING EDUCATION	207,358	16,589	16,588	24,883	20,736	18,662	10,368	16,589	124,415
PART-TIME FACULTY COMPENSATION	575,927	46,074	46,074	69,112	57,592	51,834	28,796	46,074	345,556
S.F.A.A.	1,068,959	85,517	85,516	128,276	106,895	96,207	53,448	85,516	641,375
STATE HOSPITAL	0	0	0	0	0	0	0	0	0
STRONG WORKFORCE PROGRAM	22,027,323	1,762,186	1,762,186	2,643,278	2,202,733	1,982,459	1,101,366	1,762,186	13,216,394
STUDENT EQUITY AND ACHIEVEMENT	13,286,941	1,062,955	1,062,956	1,594,432	1,328,695	1,195,824	664,347	1,062,956	7,972,165
STUDENT SUCCESS COMPLETION	3,063,100	245,048	245,048	367,572	306,310	275,679	153,155	245,048	1,837,860
VETERAN RESOURCE CENTER	35,398	2,832	2,832	4,247	3,540	3,186	1,770	2,832	21,239
Total	108,054,969	10,481,954	8,496,063	12,612,402	10,554,235	9,525,148	5,408,801	8,496,063	65,574,666

SPECIAL PROJECT DETAILED BUDGET # 1742
NAME: Upward Bound Math and Science Program II - Year 3 of 5 (SCC)
FISCAL YEAR: 2019/2020 and 2020/2021

CONTRACT PERIOD: 10/1/19 - 9/30/20
CONTRACT AMOUNT: \$287,537
CFDA #: 84.047M

PROJ. ADM. Loretta Jordan
PROJ. DIR. LaKyshia Perez
Date: 9/9/2019

PRIME SPONSOR: U.S. Department of Education
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: P047M170394-19

GL Account String	Description	New Budget	
		Debit	Credit
12-1742-000000-20000-8120	Higher Education Act : Santiago Canyon College		287,537
12-1742-679000-20000-5865	Indirect Costs : Santiago Canyon College (8%) <u>Exclude stipends paid to students, summer residential program and non-residential meals for summer program</u>	18,255	
12-1742-170100-29920-1315	Int/Sum-Instructors,Part-Time : Upward Bound (2) Adjunct Instructor x \$71.18/hr x 15 hrs/wk x 4	8,542	
12-1742-170100-29920-3111	STRS - Instructional : Upward Bound	1,461	
12-1742-170100-29920-3321	Medicare - Instructional : Upward Bound	124	
12-1742-170100-29920-3431	H & W - Retiree Fund Inst : Upward Bound	235	
12-1742-170100-29920-3511	SUI - Instructional : Upward Bound	4	
12-1742-170100-29920-3611	WCI - Instructional : Upward Bound	128	
12-1742-499900-29920-4310	Instructional Supplies : Upward Bound	700	
12-1742-649000-29920-2110	Classified Management : Upward Bound LaKyshia Perez, Dir. Special Prog. @ 50% (H-1)	47,527	
12-1742-649000-29920-2310	Classified Employees - Ongoing : Upward Liliana Ramirez, Student Svs. Coord. PT @ 100% Tara Ontiveros, Student Svs. Spec. PT @ 100% Maite Palacios, Student Services Spec. PT @ 100% Elke Rivera, Sr. Clerk PT @ 20%	77,487	
12-1742-649000-29920-2320	Classified Employees - Hourly : Upward Bound (4) RAs x \$14.00/hr. x 40 hrs./wk. x 2 wks.	4,480	
12-1742-649000-29920-2340	Student Assistants - Hourly : Upward Bound (2) Tutors x \$14.25/hr. x 14 hrs./wk. x 34 wks. (2) Tutors x \$14.25/hr. x 6 hrs./wk. x 12 wks. Pre-Service Training (4) Tutors x \$14.25/hr. x 4 hrs./day x 8 days On-Going Training (4) Tutors x \$14.25/hr. x 2 hrs./day x 16 days	19,266	
12-1742-649000-29920-3215	PERS - Non-Instructional : Upward Bound	24,654	
12-1742-649000-29920-3315	OASDHI - Non-Instructional : Upward Bound	9,024	
12-1742-649000-29920-3325	Medicare - Non-Instructional : Upward Bound	2,175	
12-1742-649000-29920-3335	PARS - Non-Instructional : Upward Bound	58	
12-1742-649000-29920-3415	H & W - Non-Instructional : Upward Bound	12,150	
12-1742-649000-29920-3435	H & W - Retiree Fund Non-Inst : Upward Bound	4,126	
12-1742-649000-29920-3515	SUI - Non-Instructional : Upward Bound	65	
12-1742-649000-29920-3615	WCI - Non-Instructional : Upward Bound	2,250	
12-1742-649000-29920-3915	Other Benefits - Non-Instruct : Upward Bound	1,265	

SPECIAL PROJECT DETAILED BUDGET # 1742
NAME: Upward Bound Math and Science Program II - Year 3 of 5 (SCC)
FISCAL YEAR: 2019/2020 and 2020/2021

CONTRACT PERIOD: 10/1/19 - 9/30/20

CONTRACT AMOUNT: \$287,537

CFDA #: 84.047M

PRIME SPONSOR: U.S. Department of Education

FISCAL AGENT: Rancho Santiago CCD

PRIME AWARD #: P047M170394-19

PROJ. ADM. Loretta Jordan

PROJ. DIR. LaKyshia Perez

Date: 9/9/2019

GL Account String	Description	New Budget	
		Debit	Credit
12-1742-649000-29920-4210	Books, Mags & Subscrip-Non-Lib : Upward Bound National clearinghouse - database subscription to accurately track postsecondary enrollment and degrees per APR	425	
12-1742-649000-29920-4610	Non-Instructional Supplies : Upward Bound	725	
12-1742-649000-29920-4710	Food and Food Service Supplies : Upward Bound - End-of-the-Year banquet for UBMS participants \$2,500 - Non-residential meals for Summer Program \$2,500	5,000	
12-1742-649000-29920-5100	Contracted Services : Upward Bound - Princeton Review to provide an in-person SAT preparatory course to 25 UBMS students. \$500 - Summer Residential Program two-weeks at a university for 50-60 students and 4 staff members. \$33,600	34,100	
12-1742-649000-29920-5850	Fingerprinting : Upward Bound Fingerprinting and live scan for tutors to work at school sites: \$100 x 2 tutors	200	
12-1742-649000-29920-5950	Software License and Fees : Upward Bound StudentAccess web portal for APR reporting includes report generator and annual support plan \$1,600	1,600	
12-1742-649000-29920-5966	Transportation - Student : Upward Bound Students Travel/Cultural Event: Transportation rental fees (1) bus at \$733/bus for 2 campus tours (regular year) and 1 field trip (Summer Program)	2,200	
12-1742-675000-29920-5210	Conference Expenses : Upward Bound - National Conference \$1,911	1,911	
12-1742-732000-29920-7650	Stipends Paid to Students : Upward Bound Stipends at \$50/stipend x 50 UBMS students x 2 semesters	5,000	
12-1742-732000-29920-7670	Other Exp Paid for Students : Upward Bound Admission fees cultural events/educational sites: \$20/ea. x 60 students x 2 sites	2,400	
Total 1742 - UBMS II Yr. 3 FY 19-20 (SCC)		287,537	287,537

ABSTRACT

Santiago Canyon College (SCC), one of two community colleges in the Rancho Santiago Community College District, located in the City of Orange in Southern California, will provide an Upward Bound Math and Science (UBMS) program for high-need students in target schools in the Orange Unified School District (OUSD). The UBMS target schools, Orange High School and El Modena High School, have sizeable student populations with the need for and potential to benefit from a UBMS program, as 59% are low-income, 79% are potential 1st generation college students and 58% are academically at risk. A UBMS program would serve as a critical bridge to four-year degree programs and careers for disadvantaged students who aspire to STEM professions.

SCC's proposed UBMS program will address *Competitive Priority – Moderate Evidence of Effectiveness* by adopting the Match Tutoring Model featured in Cook et al.'s 2015 study, "Not Too Late: Improving Academic Outcomes for Disadvantaged Youth" [<http://www.ipr.northwestern.edu/publications/docs/workingpapers/2015/IPR-WP-15-01.pdf>], as well the *Invitational Priority – Increase Opportunities for Participants to Earn Postsecondary Credits While in High School*.

SCC's UBMS regular year program will be conducted after school and on two Saturdays a month. After school services will include tutoring; study skills, student leadership, and college planning workshops; academic review sessions; mentoring; Senior Seminar; benchmark and standardized test prep, and PSAT/SAT/ACT prep; STEM professional panels; college tours; credit recovery and alternative education options for at-risk students; and academic plan review sessions. Instruction in literature, composition, foreign language, math and science will be held two Saturdays a month, at SCC's campus in its science and computer labs and classrooms. Theme-based instruction will be used to inter-relate and strengthen learning across disciplines, and will feature SCC faculty-designed intensive, hands-on science and math activities. Financial literacy and college planning workshops will be held in English and Spanish for parents and students on Saturdays. A six-week summer program will be offered for four weeks at SCC's campus and two weeks at a university for a residential experience. During the summer, students will work in teams on science projects, engage in theme-based instruction that will apply to their science projects, and participate in field site experiences. Seniors will participate in a summer bridge program that will connect them to their college campuses and involve them in college support networks prior to their enrollment to increase persistence and completion.

Case management style advisement and monitoring, comprehensive data collection on UBMS services and activities and student achievement, and continual assessment and year-end evaluation using customized reports, correlation studies, and feedback from key stakeholders will ensure program effectiveness and identify best practices to achieve the following objectives:

Performance Objectives	Current Rates of Achievement	Proposed UBMS Rates
1. GPA 2.5 or greater	64%	74%
2. Proficient on standardized tests	35%	65%
3. Graduate high school	77%	95%
4. Graduate & complete a rigorous program of study	30%	60%
5. Enroll in college	57%	80%
6. Complete a degree	42%	50%

SPECIAL PROJECT DETAILED BUDGET # 1747
NAME: Upward Bound Veterans Program II - Year 3 of 5 (SAC)
FISCAL YEAR: 2019/2020 and 2020/2021

CONTRACT PERIOD: 10/1/2019 - 9/30/2020
CONTRACT INCOME: \$287,537
CFDA #: 84.047V
PRIME SPONSOR: U.S. Department of Education
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: P047V170042-19

PROJ. ADM.: Alicia Kruizenga
PROJ. DIR.: Brenda Estrada
Revised Date: 9/9/2019

GL Account String	Description	New Budget	
		Debit	Credit
12-1747-000000-10000-8120	Higher Education Act : Santa Ana College		287,537
12-1747-679000-10000-5865	Indirect Costs : Santa Ana College (8%) <i>Exclude stipends paid to students</i>	20,943	
12-1747-499900-18200-1310	Part-Time Instructors : SAC Continuing Ed-Instr Adjunct Instructor, \$56.86/hr. x 6 hrs./wk. x 12 wks.	4,094	
12-1747-499900-18200-3111	STRS - Instructional : Veterans Resource Center	700	
12-1747-499900-18200-3321	Medicare - Instructional : Veterans Resource Ce	59	
12-1747-499900-18200-3431	H & W - Retiree Fund Inst : Veterans Resource C	113	
12-1747-499900-18200-3511	SUI - Instructional : Veterans Resource Center	2	
12-1747-499900-18200-3611	WCI - Instructional : Veterans Resource Center	61	
12-1747-499900-19725-2410	Inst Assistant - Ongoing : Veterans Resource (2) IAs \$17.85/hr. x 19 hrs./wk. x 50 wks.	33,915	
12-1747-499900-19725-3331	PARS - Instructional : SAC Continuing Ed-Instructio	441	
12-1747-499900-19725-3321	Medicare - Instructional : SAC Continuing Ed-Instru	492	
12-1747-499900-19725-3431	H & W - Retiree Fund Inst : SAC Continuing Ed-Instr	933	
12-1747-499900-19725-3511	SUI - Instructional : SAC Continuing Ed-Instruction	17	
12-1747-499900-19725-3611	WCI - Instructional : SAC Continuing Ed-Instruction	509	
12-1747-499900-19725-4310	Instructional Supplies : Veterans Resource Center <i>Supplies, textbooks and reference materials for VUB participants, and other supplies for educational activities.</i>	500	
12-1747-631000-19725-1430	Part-Time Counselors : Veterans Resource Center Adjunct Counselor, \$60.51/hr. x 6 hrs./wk. x 36 wks.	13,070	
12-1747-631000-19725-3115	STRS - Non-Instructional : Veterans Resource Center	2,235	
12-1747-631000-19725-3325	Medicare - Non-Instructional : Veterans Resource Ce	190	
12-1747-631000-19725-3435	H & W - Retiree Fund Non-Inst : Veterans Resource C	359	
12-1747-631000-19725-3515	SUI - Non-Instructional : Veterans Resource Center	7	
12-1747-631000-19725-3615	WCI - Non-Instructional : Veterans Resource Center	196	
12-1747-648000-19725-2110	Classified Management : Veterans Resource Brenda Estrada, Dir. Special Programs (50%) (H-3)	52,395	
12-1747-648000-19725-2130	Classified Employees : Veterans Resource Center Abel Arredondo, Student Prog. Spec. (10-6 +5%L)	64,478	
12-1747-648000-19725-2340	Student Assistants - Hourly : Veterans Resource (1) Tutor \$14.25/hr. x 15 hrs./wk. x 44 wks.	9,405	
12-1747-648000-19725-3215	PERS - Non-Instructional : Veterans Resource Center	23,048	
12-1747-648000-19725-3315	OASDHI - Non-Instructional : Veterans Resource Cent	7,418	
12-1747-648000-19725-3325	Medicare - Non-Instructional : Veterans Resource Ce	1,735	
12-1747-648000-19725-3415	H & W - Non-Instructional : Veterans Resource Cente	29,537	
12-1747-648000-19725-3435	H & W - Retiree Fund Non-Inst : Veterans Resource C	3,549	
12-1747-648000-19725-3515	SUI - Non-Instructional : Veterans Resource Center	60	

SPECIAL PROJECT DETAILED BUDGET # 1747
NAME: Upward Bound Veterans Program II - Year 3 of 5 (SAC)
FISCAL YEAR: 2019/2020 and 2020/2021

CONTRACT PERIOD: 10/1/2019 - 9/30/2020
CONTRACT INCOME: \$287,537
CFDA #: 84.047V
PRIME SPONSOR: U.S. Department of Education
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: P047V170042-19

PROJ. ADM.: Alicia Kruienza
PROJ. DIR.: Brenda Estrada
Revised Date: 9/9/2019

GL Account String	Description	New Budget	
		Debit	Credit
12-1747-648000-19725-3615	WCI - Non-Instructional : Veterans Resource Center	1,936	
12-1747-648000-19725-3915	Other Benefits - Non-Instruct : Veterans Resource C	2,765	
12-1747-648000-19725-4610	Non-Instructional Supplies : Veterans Resource Cent <i>Office supplies: paper reams, folders, binders, filing folders, labels, toner, post-it notes, pens, pencils and other as needed.</i>	500	
12-1747-648000-19725-4710	Food and Food Service Supplies : Veterans Resource <i>Food for VUB program trainings or workshops, campus visits, and VUB program recognition ceremony.</i>	770	
12-1747-648000-19725-5220	Mileage/Parking Expenses : Veterans Resource Center	500	
12-1747-648000-19725-5300	Inst Dues & Memberships : Veterans Resource Center <i>National Association of Veteran's Upward Bound</i>	150	
12-1747-648000-19725-5940	Reproduction/Printing Expenses : Veterans Resource	355	
12-1747-648000-19725-5950	Software License and Fees : Veterans Resource Cente <i>TRIO Student Access database and maintenance support service fee</i>	1,500	
12-1747-675000-19725-5210	Conference Expenses : Veterans Resource Center <i>- National Conference \$1,400 x 2</i>	2,800	
12-1747-732000-19725-7650	Stipends Paid to Students : Veterans Resource <i>\$40/stipend x 40 VUBP students x 3 stipends</i>	4,800	
12-1747-732000-19725-7670	Other Exp Paid for Students : Veterans Resource <i>Admission fees cultural events/educational sites: \$25/ea. x 40 participants x 1 site</i>	1,000	
	Total 1747 - VUBP II Yr. 3 FY 19/20 (SAC)	287,537	287,537

ABSTRACT

Santa Ana College's (SAC) proposed Veterans Upward Bound Program—**SOCAL Veterans – College Bound!**—will serve veterans in Orange County, California. In Orange County, there are 25,865 veterans who have not enrolled in post-secondary education and 7,090 who live below the federal poverty level (U.S. Census). SOCAL Veterans – College Bound! will serve 625 veterans (125 participants each year), and adhere to a recruitment and selection process that is designed to enroll participants with the greatest need and potential to benefit from the program.

A recent study by the University of California—*The Orange County Veterans Study* (Castro, Kintzle, Hassan, 2015) —revealed that 43% of veterans identified employment and education assistance as their top priorities. The study also found that there is a gap in service as most veterans service programs in the region—governmental and non-governmental—are focused on basic and critical needs like housing, food, health care, and mental health services. The report indicates a need for a program that would be proactive to engage veterans before they fall into crisis. More than 6,000 recently separated service members settle in Orange County each year. In addition to its targeted outreach and recruitment efforts in the county, SOCAL Veterans – College Bound! will be proactive by partnering with local military bases to present the VUB program at their resource fairs and exit orientations for service members, and will partner with the Chapter 31 Vocational Rehabilitation Program Counselors to conduct presentations during their weekly orientations for veterans.

The SOCAL Veterans – College Bound! program is designed to build off the strengths veterans bring with them to pursue their educational and career goals. The program is informed by a Strong Theory of Action founded upon the Principles of the Strengths-Based Education Model, Schlossberg's Theory of Transition, and Sanford's Theory of Challenge and Support. The program is structured as an intensive and comprehensive 3-6 month college-readiness service, which includes multiple assessments, individualized instructional and support services, career exploration, financial literacy and financial planning, veterans educational benefits advisement and assistance, college and scholarship application assistance, mentors, and college tours. Participants will receive continued support after completion to facilitate their transition to post-secondary enrollment and to connect them with support services at the colleges/universities where they enroll, to ensure their persistence in and completion of college degree programs. Through implementation of the proposed VUB program the following ambitious but attainable objectives will be achieved:

- 70% of veterans served by the program will improve their academic performance as measured by standardized tests taken before and after receiving services.
- 80% of veterans served by the program will persist to complete the program.
- 65% of veterans who complete the program will enroll in post-secondary education by the end of the following year.
- 40% of veterans who complete the program and enroll in post-secondary education will complete a degree within six years.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 23, 2019
Re: Approval of Sub-Agreement between RSCCD and the Orange County Business Council for the Strong Workforce Program – Regional Funds Initiative	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District is the fiscal agent for the Strong Workforce Program – Regional Funds, and is responsible for distributing funds to colleges and implementation partners for projects approved by the Los Angeles and Orange County Regions.

ANALYSIS

Strong Workforce Program regional funds will be allocated to the Orange County Business Council for a research collaboration with the LA/OC Regional Consortium on the 2019 Orange County Workforce Indicators Report. The research collaboration will focus on the central accomplishments of Orange County’s Community Colleges and the impact on middle skills and workforce training trends. A special focus on community colleges will be incorporated throughout the report in its entirety by highlighting the interconnection between employers, educators and workforce, and the education and workforce training systems. This collaboration will also target remaining challenges that Orange County must address to close the skills gap and develop a highly-trained, competitive workforce ready to meet the challenges of a 21st century economy. The enclosed sub-agreement (DO-18-2225-39) outlines the terms of this project. The performance period is September 24, 2019 – October 10, 2019 and the cost shall not exceed \$75,000.

The project director is Dr. Gustavo Chamorro, 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 Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact:	\$75,000.00 (grant-funded)	Board Date: September 23, 2019
Prepared by:	Alejandra Landa, Resource Development Coordinator	
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 BUSINESS COUNCIL**

**FOR THE
STRONG WORKFORCE PROGRAM – REGIONAL FUNDS INITIATIVE
ORANGE COUNTY REGION**

The sub-agreement (hereinafter “Agreement”) is entered into on this 23rd day of September 2019, between Rancho Santiago Community College District (hereinafter “RSCCD” and Orange County Business Council (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement. This Agreement is funded by the Strong Workforce Program – Regional Funds, awarded by the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), for which RSCCD serves as the fiscal agent for the Los Angeles and Orange County region.

WHEREAS, RSCCD also serves as the host for the Los Angeles and Orange County Regional Consortium (hereinafter “LAOCRC”); and the LAOCRC oversees a Strong Workforce Program – Regional Funds project and intends to engage SUBCONTRACTOR to perform work pertaining to that project; 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 implement a scope of work as presented in this Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. Statement of Work

SUBCONTRACTOR agrees to implement the “*2019 Orange County Workforce Indicators Report,*” work as described in the Scope of Work (**Exhibit A**), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, and 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 September 24, 2019, through October 10, 2019.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed **\$75,000.00** USD, to be funded by the Strong Workforce Program Regional Initiative.

4. Budget

SUBCONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the Project Budget (**Exhibit B**), which by reference is incorporated into this Agreement.

5. Payment

Eighty percent 80% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD's** receipt of a fully executed Agreement and invoice for disbursement. Twenty percent 20% will be paid upon receipt of a final invoice requesting payment, and the project director's certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed the amount listed above under Article I.3. "Total Costs".

6. Invoices

SUBCONTRACTOR must submit itemized invoice and appropriate back-up documentation for expenditures submitted for payment. Final payment is contingent upon successful completion (or very significant progress towards completion) of Scope of Work as described in **Exhibit A**. Invoices must include the Agreement number (refer to footer), and should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Gustavo Chamorro, Ed.D., 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 Chamorro_Gustavo@rsccd.edu in a timely manner.

8. Expenditure of 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 funds.

9. Time Extensions

RSCCD will not be requesting a time extension for program activities from the PRIME SPONSOR. As a result, SUBCONTRACTOR will not be granted an extension. Therefore, SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement. Under this Agreement, SUBCONTRACTOR will only be reimbursed for expenses that are incurred on or prior to **October 10, 2019**.

10. Independent Contractor

SUBCONTRACTOR agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

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 RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state SUBCONTRACTOR guidelines. SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by SUBCONTRACTOR. By entering into this Agreement SUBCONTRACTOR agrees that it is the direct provider of intended services. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all 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. 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 RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

15. 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 solely by the negligence 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 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 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 RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of

criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

19. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

FISCAL AGENT:

Rancho Santiago Community College District

Primary Contact:

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, Hardash_Peter@rsccd.edu

Gustavo Chamorro, Ed.D., Orange County Director
Los Angeles and Orange County Regional Consortium (LAOCRC)
2323 North Broadway, #328
Santa Ana, CA 92706
(714) 564-5521, Chamorro_Gustavo@rsccd.edu

SUBCONTRACTOR:

Orange County Business Council
2 Park Plaza, Suite 100
Irvine, CA 92614
(949) 476-2242

Primary Contact:

Wallace Walrod, Ph.D.,
2 Park Plaza, Suite 100
Irvine, CA 92614
(949) 794-7237, wwalrod@ocbc.org

20. 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.

21. 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 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.

22. 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.

23. 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
Business Council

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: September 23, 2019

23-7084107

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

- Exhibit A: Work Plan
- Exhibit B: Project Budget
- Exhibit C: Guidelines, Definitions and Reasonable Standards for SWP
- Exhibit D: Trailer Bill Language for Strong Workforce Program ([link](#))

Exhibit A

2019 Orange County Workforce Indicators Report Work Plan

Approach

The Orange County Workforce Indicators Report, produced since 2000 by the Orange County Business Council (OCBC) research team, has set the standard in objectively analyzing, reporting, and showcasing the real accomplishments that the county's education and workforce system, collaborating with the business community, have achieved in Orange County, as well as reflect on the opportunities and challenges yet to be addressed in developing a skilled workforce for the future. The report and presentation of quantitative and qualitative information, data analytics, and analysis provided in the report supplies the most comprehensive and detailed snapshot of the Orange County economy and its workforce, educational trends, demographics, and major industry clusters and their drivers.

This year the research collaboration between OCBC and LA/OC Regional Consortium will specifically focus on the central accomplishments of Orange County's Community Colleges and the impact on middle skills and workforce training trends.

In addition to the special feature on Emerging Technologies and Career Education at Orange County's Community Colleges, a special focus on community colleges will be incorporated throughout the report in its entirety by highlighting the interconnection between employers, educators and workforce; and the education and workforce training systems. This collaboration will also target remaining challenges that Orange County must address to close the skills gap and develop a highly-trained, competitive workforce ready to meet the challenges of a 21st century economy and workplace.

The 2019 Orange County Workforce Indicators Report, researched and written by Dr. Wallace Walrod, Chief Economic Advisor at OCBC and his research team, will provide a detailed overview of the local economy, highlighting numerous strengths driving economic growth in the region, as well as issues limiting the county's economic performance. This report provides current, past and projected trends across multiple, diverse metrics including demographic change, educational statistics and trends, both K-12 and post-secondary, the growth trends of Orange County's industry clusters; employment, salary, and wage trends; education and workforce trends; how to capitalize on emerging technologies and industries to educate a highly skilled workforce, fill open positions, and cultivate a globalized economy. The Workforce Indicators report covers all of these multiple facets of the Orange County economy — demographics, education and training, industry clusters and occupations — to provide stakeholders with the information they need to make informed decisions about the county's present and future economic climate.

The 2019 Orange County Workforce Indicators Report will provide a detailed summary and analysis of historical, current, and projected economic, demographic, workforce and educational trends; using a combination of both the best public and private economic and labor market data sources, as well as sector-specific, industry-specific, occupation-specific and various layers of cross-cutting analysis.

One of the most important features of this report is its use of qualitative analysis drawn from local, regional, and statewide collaboration initiatives and projects completed with educational institutions, business executives, and government organizations. Readers will be thoroughly updated on current trends and insights of economists, educators and workforce experts in a graphically attractive package. The 2019 Orange County Workforce Indicators report will be both visually inviting and technically accurate.

Overall, this report is meant to serve as the primary source for unbiased, detailed research and data analysis regarding Orange County's economic, education, and workforce environment that can be used in a number of settings, such as:

- Planning
- Forecasting
- Grant Writing
- Business Decision-Making

2019 Orange County Workforce Indicators Report Outline:

- Introduction – The Future of Orange County's Workforce
- Orange County Demographic Trends
 - Introduction
 - Past and Present
 - Future
- Education and Workforce Training Trends
 - Introduction
 - K-12 Education – Past and Present
 - Future
- Special Feature: Emerging Technologies and Career Education at Orange County's Community Colleges
 - College Readiness
 - Future
- Special Feature: Health Information Technology
 - STE(A)M – Past and Present
 - A Focus on the Arts
 - Future
- Special Feature: Latino Educational Attainment Initiative
- Industry and Occupation Trends
 - Introduction
 - Labor Market Overview
 - Future
 - Special Feature: [PLACEHOLDER]
- Industry Cluster Employment and Compensation Trends

- Occupational Growth Trends
- Veteran Employment in Orange County Highlight
- Workforce Housing Highlight
- Report Partners and Acknowledgements
- Data Sources

Timeline

Data collection and research for the Orange County Community College section will commence on September 24, 2019. Report will be printed, released, and presented at OCBC's annual Workforce Development Conference on October 10, 2019.

Deliverables

Report will also include a "Key Findings" infographic document, a PowerPoint presentation, as well as the following:

- Speaking Opportunity.
- Logo visibility on the back cover of the final report prominently positioned as a key report underwriter.
- Logo visibility on all marketing materials promoting the study.
- Logo visibility at Workforce Development Conference.
- Full page program ad at Workforce Development Conference.
- 2 - Tables at Workforce Development Conference.
- Display table at event
- Opportunity to distribute logo item at Workforce Development Conference.

Cost and Support/Leverage

The amount associated with community college support for Orange County Community College section outlined above (data collection, research, analysis, narrative, design, printing, presentation, and other deliverables outlined above) is \$75,000

Exhibit B

**Orange County Business Council
Workforce Indicators Report -- Research Timeline:
September 24, 2019 to October 10, 2019**

Research: Collection, Analysis and Development	Budget
Data Collection	\$ 25,000
Analysis	\$ 25,000
Narrative Text Development	\$ 25,000
Total	\$ 75,000

Exhibit C

Guidelines, Definitions and Reasonable Standards for Strong Workforce Funding Investment

(Local and Regional Share)

Reasonable

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision. Systems that can guide this definition are: necessary for the performance of the funding; follow sound business practices (procurement processes, follow state and local laws, follow the terms of the funding source); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

The following, directly relate to Strong Workforce Education Code Requirements and some examples of the standard non-allowable activities that meet the "front-page of the newspaper" test of reasonable and the allowable indirect cost rate:

- **Supplanting:** Funds appropriated to community college districts for local or regional share investment shall supplement, not supplant, existing funding of community college career technical education programs. This shall not be interpreted to mean that a participating community college district is prohibited from eliminating or altering existing programs, but the percentage of that community college district's total full-time equivalent students enrolled in career technical education courses relative to the total full-time equivalent students enrolled in the district shall not be reduced from the percentage computed for the 2015–16 fiscal year. *[EC§88824(e)]*
- **Funding CTE Only:** Funds expended must show a direct benefit to the requirements of the Strong Workforce Program outcomes of increasing the number of quality students or programs in CTE courses programs and pathways and addressing the recommendations of the Strong Workforce Task Force. *[EC§88824(d)(5)(A-C)]*
- **Duplication of Effort:** To avoid duplication of effort, activities funded under the Strong Workforce Program shall be informed by, aligned with, and expand upon the activities of existing workforce and education regional partnerships, including those partnership activities that pertain to regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128), adult education block grant consortia, and K-12 career technical education programs. *[EC§88821(4)(d)]*
- **District Procedures:** All fiscal policy and program procedures adopted by the applicable Community College District shall be followed when expending (local and regional) allocations.

- **Non-Allowable Activities:**

Entertainment – Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

Alcoholic Beverages – Costs of alcoholic beverages are unallowable.

Contingency (Rainy Day Funds) – Contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening, are unallowable.

Goods and Services for Personal Use – Cost of goods and services for Personal use is unallowable.

Lobbying – Lobbying is never allowed unless it meets the following criteria: (1) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings.

Contributions or Donations – Cash or property contributions or donations are unallowable.

Fund Raising and Investment Costs – Costs of organized fund raising, including financial campaigns, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions are unallowable, regardless of the purpose for which the funds will be used.

Indirect Cost Rates Allowed

Allocation	Indirect Cost Rate (Total Direct Costs)
60% Local Share	4%
40% Regional Share	No Indirect Allowed

The following table can be used as a quick reference guide for participation requirements and/or plan requirements as listed within Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines. This table is not meant to substitute a full review of

Division 7, Title 3 Education Code Section 88820-88826 (Strong Workforce Program) guidelines in their entirety in addition to all recommendations from the Strong Workforce Task Force. Links to the above mentioned documents and documents that are designed to inform in the development of these investments can be found at:

<http://doingwhatmatters.cccco.edu/StrongWorkforce.aspx>

Recipients of Local or Regional Share Funding Shall	Plans for Local or Regional Share Funding Shall Address
<p>Be a member of a consortium [EC§88824(d)(1)] (Career Technical Education Regional Consortium,” or “consortium,” means an administrative grouping of community college districts by the Division of Workforce and Economic Development of the chancellor’s office for the purpose of coordination and joint planning within regions, as defined in subdivision [EC88822§(c)])</p>	<p>Increasing the number of student in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes. [EC§88824(d)(5)(A)]</p>
<p>Work with other members of the consortium to create and submit a plan to the chancellor by January 31, 2017 [EC§88824 (d)(2)], for inclusion in the submissions of regional plans for purposes of the program and the federal Workforce Innovation and Opportunity Act (Public Law 113-128).</p>	<p>Increasing the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes (completions, transfer, employment rates, employment in a field of study, earning, median change in earning, proportion of student who attained living wages). [EC§88824(d)(5)(B)]</p>
<p>Collaborate: [EC§88821(a-e)] All Community College Districts participating in local or regional investments are required to follow collaboration requirements as specified in these sections.</p>	<p>Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning. [EC§88824(d)(5)(C)] http://doingwhatmatters.cccco.edu/portals/6/docs/sw/2016_11%20Workforce Task Force Implementation%20Recommendations%20Version%201.pdf</p>
<p>LMI Data: [EC§88824(d)(4)] Provide accessible performance and labor-market data that can be used by community college districts and their regional partners to support the implementation of the program and describe related efforts to align regional workforce and education programming with regional labor market needs, including, but not limited to, regional planning efforts established pursuant to the federal Workforce Innovation and Opportunity Act (Public Law 113-128).</p>	<p>Local Investment Shall: Provide Evidence of Demand for Workers within the funded CTE Program or Across Multiple Programs</p> <ul style="list-style-type: none"> • Identify geography and occupations targeted • Identify demand and supply and gap Cite source of Labor Market Information

<p>Local Investment Planning Efforts: <i>[EC§88823(f)]</i> Community College Districts participating in a consortium shall utilize their region’s plan to inform local campus planning efforts to implement career technical education courses, programs, and pathways and integrate available local, regional, state, and nonpublic resources to ensure that students will achieve successful workforce outcomes.</p>	<p>Regional Investment Shall -- <i>[EC 88823(b)(3-7)]</i> review for the following:</p> <ul style="list-style-type: none"> Summary of Local Share Investments by Sector Regional/Sub Regional Labor Market Information Supply & Demand Table with Living Wage Occupations Other Establish Questions & Agenda for Collaborative Regional Planning Are priority and emergent sectors for the region still the same? What more must be done for students to move through the region’s career pathways in the sectors? How will job placement, internships, and regional industry engagement be coordinated? How can industry inform and co-invest in CTE?
<p>Certifications: <i>[EC§88824(d)(5)(A-C)]</i> Community College Districts will certify that the use of funds will meet the intent of the program to accomplish all of the following:</p> <p>(A) Increase the number of students in quality career technical education courses, programs, and pathways that will achieve successful workforce outcomes.</p> <p>(B) Increase the number of quality career technical education courses, programs, and pathways that lead to successful workforce outcomes, or invest in new or emerging career technical education courses, programs, and pathways that may become operative in subsequent years and are likely to lead to successful workforce outcomes.</p> <p>(C) Address recommendations from the Strong Workforce Task Force, including the recommended provision of student services related to career exploration, job readiness and job placement, and work-based learning.</p>	<p>Regional Share Plan <i>[EC §88823 (h)]</i></p> <p>Each region’s plan shall be for the primary purpose of informing the development of strategies related to career technical education and workforce development courses, programs, and pathways. Each region’s plan shall reflect strategies to efficiently and effectively utilize any available public and private resources, including funds for the Career Technical Education Pathways Program established in Part 52 (commencing with Section 88530), in a manner that better aligns career technical education courses, programs, and pathways with the needs of their regional economies.</p>
<p>Regional Share Consortium Shall:</p> <ul style="list-style-type: none"> • <i>[EC§88824(c)(1) & §88823(b)(1)]</i> each consortium shall select a CCD to be fiscal agent. • <i>[EC§88824(f)]</i> a consortium shall allocate funds only to CCDs. • <i>[EC§88823(b)(2)]</i> a consortium shall establish a governance model for the consortium. Fiscal Resources shall be determined exclusively by the CCDs participating in the consortium. 	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of First Amendment to Sub-Agreement between RSCCD and Sonoma County Junior Community College District for the Sector Navigator – Retail/Hospitality/Tourism Grant	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded a 2018/19 Sector Navigator – Retail/Hospitality/Tourism/Learn and Earn grant (SN-RHT), Prime Award #18-161-001, by the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division. The grant requires the Sector Navigator to implement statewide industry focus event meetings that will strengthen and develop the California Community Colleges’ Retail/Hospitality/Tourism/Learn and Earn efforts.

ANALYSIS

The 2018/19 Sector Navigator – Retail/Hospitality/Tourism/Learn and Earn grant (SN-RHT) awarded the Sonoma County Junior Community College District a sub-agreement to bring together RHT professionals and Community College key stakeholders to form a unified action plan to educate, upskill and/or reskill RHT career seekers from the Bay Area region. The sub-agreement had a performance period of 6/1/19 – 9/30/19. The Rancho Santiago Community College District and Sonoma County Junior Community College District have mutually agreed to amend the statement of work and period of performance clauses to accommodate for a new event date for the RHT Industry Focus Event in the Bay Area. The original event, planned for September, has changed due to a scheduling conflict and was rescheduled to October 4, 2019. A first amendment (#DO-18-2544-02.01) has been developed to extend the performance period from 9/30/19 to 12/31/19.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: September 23, 2019
Prepared by:	Francisco Villaseñor, Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SONOMA COUNTY JUNIOR COLLEGE DISTRICT**

This **First Amendment** (hereinafter "Amendment") is entered into on this 23rd day of September 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and Sonoma County Junior College District, on behalf of Santa Rosa Junior College (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 Sector Navigator for the "Retail Hospitality/Tourism/Learn and Earn Grant," Prime Award #18-161-001 (hereinafter "Grant"), from the California Community Colleges Chancellor's Office (hereinafter "PRIME SPONSOR"), Workforce and Economic Development Division, to provide up-to-date information on industry trends; workforce needs at the state level; in-region investments for professional development and faculty-led projects; career technical education programs, such as the PRIME SPONSOR's Workforce and Economic Development programs, including *Doing What Matters for Jobs and the Economy* initiatives and Retail Hospitality/Tourism/Learn and Earn (RHT) programs; and

WHEREAS, SUBCONTRACTOR wants to amend the Statement of Work and the Period of Performance of the Agreement;

NOW, THEREFORE, it is mutually agreed by the Parties to amend the following:

Item 1. Statement of Work and Item 2. Period of Performance, page 1 of the Agreement is amended as follows:

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A, Amended 08/28/19*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from 6/1/19 - 12/30/19. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this FIRST AMENDMENT to be executed as of the day that both Parties have signed the Amendment.

Rancho Santiago Community
College District

SUBCONTRACTOR: *Sonoma County Junior
College District*

By:

By:

Name: Peter J. Hardash

Name:

Title: Business Operations & Fiscal
Services

Title:

Date:

Date:

Board approval date: Sept. 23, 2019

94-6033759

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Revised Scope of Work

Revised Exhibit A (8-28-19)

Scope of Work for Industry Focus Event R/H/T (Bay Area)

Held at: Wente Winery between June 1 - Dec. 31, 2019

Proposal By: Audrey Le Baudour

Fiscal Agent: Santa Rosa Junior College (SRJC)

Mailing Address: 1501 Mendocino Avenue Santa Rosa, CA 95401

Project Director: Audrey Le Baudour – audreyDSN@bayareaRHT.com – (707) 292-5754

About the Project:

The goal of the Industry Connection event is to bring Retail, Hospitality and Tourism (R/H/T) professionals and R/H/T Community College key stakeholders together to form a unified action plan to educate, upskill and/or reskill R/H/T career seekers from the Bay Area region. Additionally, Community College stakeholders, seeking Industry input will have the opportunity to learn innovative and forward thinking processes to improve upon their Retail, Hospitality, and Tourism strategic planning and curriculum development.

Another equally important objective is for the R/H/T Deputy Sector Navigator and Sector Navigator to connect with high level Industry representatives to build a network of advisors who will provide direction and sit on newly formed Advisory Committee(s); these participants will be tasked to support the ongoing regional Community College efforts in developing programming to provide current curriculum and training opportunities to meet the specific needs of industry in the region and statewide.

Need:

Retail, Hospitality and Tourism (R/H/T) is a critical sector for economic viability and sustainability of the Bay Area Region. As technology expands and AI becomes more prevalent, the R/H/T sector will be one of the few disciplines where careers show great promise. As our society has moved from a manufacturing base to more of a service orient base, R/H/T has played a growing role in consumers spending and activity patterns. Convenience of food, retail and hospitality-oriented offerings is on the rise and will continue. Entertainment plays a significant role in the everyday lives of consumers. To provide for this growing need, R/H/T educational offerings will need to be developed to prepare qualified, skilled employees. Customer Service skills and aptitudes will play prominently into those roles. In order to be effectively prepared to meet the current and future challenges represented by these emerging needs, Business and Industry will need to be appropriately engaged by educational partners to work together in the development of relevant and effective trainings, programming and degree pathways.

OBJECTIVES:

- Share WEDD Vision for Success
- Promote a partnership between Industry in the Retail, Hospitality & Tourism (R/H/T) sector and Community College stakeholders to rebrand R/H/T as an attractive career with exciting educational pathways
- Provide networking opportunities between Community Colleges and R/H/T Industry. Encourage forward thinking Industry representatives to partner in curriculum and/or training development
- Showcase innovative initiatives such as Food Trucks, Catering, Farm to Table education, High School culinary competitions, use of Shipping Containers for various R/H/T uses, Industry recognized Certificates, Internships
- Provide an opportunity for R/H/T Deputy Sector Navigator and R/H/T Sector Navigator to establish relationships with regional Industry representative(s) toward formation of regional and statewide Advisory Committee(s)

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Sonoma County Junior College District**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 28th day of May, 2019, between Rancho Santiago Community College District (hereinafter “RSCCD”) and Sonoma County Junior College District, on behalf of Santa Rosa Junior College (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 Sector Navigator for the “Retail Hospitality/Tourism/Learn and Earn Grant,” Prime Award #18-161-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide up-to-date information on industry trends and workforce needs at the state level, as well as providing in-region investments for professional development and faculty lead projects to develop career technical education programs in sector the PRIME SPONSOR’s workforce and economic development programs, such as *Doing What Matters for Jobs and the Economy* initiatives and Retail Hospitality/Tourism/Learn and Earn (RHT) programs; 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 a **RHT Industry Focus Event for the Sector Navigator**, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from 6/1/19 - 9/30/19. The end date listed for the period of performance indicates the end of the Agreement between RSCCD and SUBCONTRACTOR.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$11,247 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

SUBCONTRACTOR will receive an advance payment of 50% and a final payment of 50% upon completion. Final payment is contingent upon RSCCD's approval of a final report for the work performed. Payment to the SUBCONTRACTOR will not exceed the amount listed under Article I.3. "Total Cost."

Submit invoices to Santoyo_Sarah@rsccd.edu, and include the subject line: "Invoice_RHTIndustryEvent_COLLEGE NAME".

Please note, the Agreement must be executed, i.e. signed by both parties, before a purchase order can be created and invoices processed.

6. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. SUBCONTRACTOR will provide this information to RSCCD in a timely manner.

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. 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.

9. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. 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.

10. 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.

11. 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.

12. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

13. 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.

14. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

15. 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:

Sarah Santoyo, Assistant Vice Chancellor, Educational Services,
Resource Development
Rancho Santiago Community College District
2323 N. Broadway, Ste. 201
Santa Ana, CA 92706
(714) 480-7473; santoyo_sarah@rsccd.edu

Fiscal Representative:

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340; hardash_peter@rsccd.edu

SUBCONTRACTOR:

Primary Contact:

Name: Jerry Miller
Title: Dean, Career & Technical Education & Economic Development
Address: 1501 Mendocino Avenue
Santa Rosa CA 95401
Phone: (707) 524-1506
Email: jmiller@santarosa.edu

Fiscal Representative:

Name: Linda Close
Title: Interim Manager, Accounting
Address: 1501 Mendocino Avenue

Santa Rosa CA 95401
Phone: (707) 527-4839
Email: lclose@santarosa.edu

16. 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.

17. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

**SUBCONTRACTOR: *Sonoma County
Junior College District***

By: 
Name: Peter J. Hardash
Vice Chancellor
Title: Business Operations/Fiscal Services
Date: 5/20/19

By: 
Name: KATE JOLLEY
Title: VP FINANCE & ADMINISTRATIVE
SERVICES
Date: 7/17/19

Board Approval Date: May 28, 2019

94-6033759
Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Project Budget

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Exhibit A

Scope of Work for Industry Focus Event R/H/T (Bay Area)

Held at: Francis Ford Coppola Winery between August 15 and August 30, 2019

Proposal By: Audrey Le Baudour

Fiscal Agent: Santa Rosa Junior College (SRJC)

Mailing Address: 1501 Mendocino Avenue Santa Rosa, CA 95401

Project Directors: Audrey Le Baudour – audreyDSN@bayareaRHT.com – (707) 292-5754

About the Project:

The goal of the Industry Connection event is to bring Retail, Hospitality and Tourism (R/H/T) professionals and R/H/T Community College key stakeholders together to form a unified action plan to educate, upskill and/or reskill R/H/T career seekers from the Bay Area region. Additionally, Community College stakeholders, seeking Industry input will have the opportunity to learn innovative and forward thinking processes to improve upon their Retail, Hospitality, and Tourism strategic planning and curriculum development.

Another equally important objective is for the R/H/T Deputy Sector Navigator and Sector Navigator to connect with high level Industry representatives to build a network of advisors who will provide direction and sit on newly formed Advisory Committee(s); these participants will be tasked to support the ongoing regional Community College efforts in developing programming to provide current curriculum and training opportunities to meet the specific needs of industry in the region and statewide.

Need:

Retail, Hospitality and Tourism (R/H/T) is a critical sector for economic viability and sustainability of the Bay Area Region. As technology expands and AI becomes more prevalent, the R/H/T sector will be one of the few disciplines where careers show great promise. As our society has moved from a manufacturing base to more of a service orient base, R/H/T has played a growing role in consumers spending and activity patterns. Convenience of food, retail and hospitality-oriented offerings is on the rise and will continue. Entertainment plays a significant role in the everyday lives of consumers. To provide for this growing need, R/H/T educational offerings will need to be developed to prepare qualified, skilled employees. Customer Service skills and aptitudes will play prominently into those roles. In order to be effectively prepared to meet the current and future challenges represented by these emerging needs, Business and Industry will need to be appropriately engaged by educational partners to work together in the development of relevant and effective trainings, programming and degree pathways.

OBJECTIVES:

- Share WEDD Vision for Success
- Promote a partnership between Industry in the Retail, Hospitality & Tourism (R/H/T) sector and Community College stakeholders to rebrand R/H/T as an attractive career with exciting educational pathways
- Provide networking opportunities between Community Colleges and R/H/T Industry. Encourage forward thinking Industry representatives to partner in curriculum and/or training development
- Showcase innovative initiatives such as Food Trucks, Catering, Farm to Table education, High School culinary competitions, use of Shipping Containers for various R/H/T uses, Industry recognized Certificates, Internships
- Provide an opportunity for R/H/T Deputy Sector Navigator and R/H/T Sector Navigator to establish relationships with regional Industry representative(s) toward formation of regional and statewide Advisory Committee(s)

Exhibit B

RHT Industry Focus Event Budget Items

Sonoma County Junior CCD District (on behalf of Santa Rosa Jr College)

Facility Rental/Use + setup, Venue Staff

Parking, direction signage

A/V rental - projector/screen/sound system

Table/chair rentals/stanchion/draping/tape or pipe

Accessories/other event-related items

Guest Speaker/Facilitator/Key Lead for industry event

Signage, posters, marketing related costs

Food/beverages

Assistants to organize/coordinate on the day of event

Facilities/Construction/Handy Person (setup, etc.)

Lead Volunteer coordinator, professional development presenter

Participant Support Materials

Photographers/Videographers & video/marketing materials production

A/V support and other assistants

GRAND TOTAL FOR EVENT \$11,247

Sub-agreement between RSCCD and Sonoma County Junior CCD

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of the Professional Services Agreement with Dan Watanabe for the Sector Navigator – Information Communication Technology (ICT) /Digital Media – Industry Sector Projects in Common (ISPIC) funded by the Key Talent Administration and Sector Strategy Fiscal Agent Grant	
Action:	Request for Approval	

BACKGROUND

Through a competitive grant competition, Rancho Santiago Community College District (RSCCD) was selected by the California Community Colleges Chancellor's Office, Workforce & Economic Development Division to serve as the Key Talent Administration and Sector Strategy Fiscal Agent. As fiscal agent, RSCCD will oversee disbursement, monitoring and guidance for the Key Talents engaged in implementing Chancellor's Office Economic and Workforce Development Initiatives, as well as for other special projects and partners.

ANALYSIS

For the Information Communication Technology (ICT) /Digital Media – Industry Sector Projects in Common (ISPIC) project, Dan Watanabe will identify college(s) to host Production Assistant (PA) Bootcamps in Fall 2019, document the process used to set up the bootcamp, develop an implementation kit that includes materials outlining the process and resources necessary for colleges to host bootcamps, and will participate in an ICT Educator Webinar to discuss the project. The performance period of the service contract is September 23, 2019 – December 31, 2019. The total cost will not exceed \$18,000.

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

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

Fiscal Impact:	\$18,000 (grant-funded)	Board Date: September 23, 2019
Prepared by:	Francisco Villaseñor, Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor of 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 Dan Watanabe, a Sole Proprietor, having its principal business address located at 4953 Denny Avenue, North Hollywood, CA 91601 hereinafter called (“Contractor”).

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 is specially trained and experienced and competent to perform the special 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** (Scope of Work), 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 the **Exhibit A** (Scope of Work) are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including December 31, 2019 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Termination. 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. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. In the event of termination, 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. 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.
 1. 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 Eighteen Thousand Dollars (\$18,000) (“Contract Amount”). Additional details are specified in **Exhibit A**.
 2. 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

A. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

- I. Invoice. 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.
- II. 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
- III. 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. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they



relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

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. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives ("Indemnitees") from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts.

The indemnification and hold harmless agreement set forth above includes, but is not limited to, Contractor's agreement at its sole expense to indemnify District, its officers, agents and employees from and defend or settle any claim or action brought against District to the extent that it is based on a claim that any services furnished hereunder infringed a patent, copyright, trademark, service mark, trade secret, or other legally protected intellectual property rights. Contractor shall pay all costs, fees (including attorneys' fees) and damages which may be incurred by District, its officers, agents and employees for any such claim or action or settlement thereof.



10. Insurance Requirements. Contractor 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. 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).
- C. Workers' Compensation insurance as required by statutory insurance requirement of the State of California;

Check this box only if you have no employees and will not submit a Certificate of Workers' Compensation

I have no employees and, therefore, will not submit a Certificate of Workers' Compensation.

- D. Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence;
- E. Professional Liability Insurance [*Required for contractors providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects, engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services would also need to provide such insurance*] with limits of not less than One Million Dollars (\$1,000,000), \$2,000,000 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. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.
15. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.
16. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.
17. Entire Agreement/Amendment. When signed by both Parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the Parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.
18. Non-Discrimination. Contractor represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract. Contractor agrees not to discriminate on any of these bases in its employment or personnel policies, including but not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.
19. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
20. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:



District: Rancho Santiago Community College District
Attn: Peter J. Hardash, VC of Business/Fiscal Operations
2323 N. Broadway
Santa Ana, Ca 92706

With a copy to: (District Department Responsible for Contract)
Rancho Santiago CCD/ Enrique Perez, J.D.
Vice Chancellor, Educational Services
2323 N. Broadway St.
Santa Ana, CA, 92076

Contractor: Dan Watanabe
4953 Denny Avenue
North Hollywood, CA 91601

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

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

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

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

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

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

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

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



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

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

30. Dispute Resolution.

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

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

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

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

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

32. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

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

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

or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

34. 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.
35. Authority to Execute. The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor for Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: 
Signature of Authorized Person

Print Name: DAN WATANABE

Print Title: INSTRUCTOR

Date: 06 Sept 19



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.

Regional Entertainment Asset Marketing with Introductory Bootcamp Program

Background

The Information Communications Technology - Digital Media Sector is based upon the need and ability for people to communicate clearly and safely at scale in today's high tech age. The core of the ICT effort is to train on all technologies for real jobs for all levels of Californians. Digital Media and Entertainment overlap in their focus on Story, the most critical part of any successful communication. The art and business of entertainment is increasingly digital as the technologies continue to merge. Students who enter the entertainment field are entering a field that is changing at great speed into an entirely digital media and networked ecosystem; and yet the business relationships and role, like Production Assistant, are still the cornerstone of that career. The Production Assistant bootcamp is a high-speed indoctrination of students, from all parts of life, into the practical side of this industry. PA pathways exist in production, back-office and marketing...all increasingly dependent upon ICT and Digital Media. Developing the PA Bootcamp as a model for scalability is valuable contribution for students and the CCC statewide.

The ICT-DM Sector conducted research to uncover:

- The most viable entry points into digital media and entertainment
- How community college students can best prepare to enter the industry
- District pathways into entertainment and digital media for workers with experience in other fields.

Interviews conducted with entertainment employment and talent agencies, entertainment industry unions, job training program representatives and industry experts revealed that job seekers without prior work experience may find work as an entertainment assistant, such as a Production Assistant or Executive Assistant. One-on-one interviews revealed seven distinct skills that are critical to getting hired and performing well in these capacities.

Los Angeles Valley College has held numerous "PA Bootcamps" for high school and community college students that teach these skills named by employers, with great success in attendance and job placement. The bootcamp also promotes LA Valley's course offerings, which can increase enrollment.

To date, this popular bootcamp has only been available to students near LA Valley College. The ICT-DM Sector desires this hands-on education experience to be available to students in more areas in the LA region, where many of the entertainment jobs exist, as well as in other areas of the state as desired by colleges looking to increase enrollment in digital media and entertainment-related classes.

The purpose of this project is to fund a series of three 2-day "weekend" Production Assistant Bootcamps at participating college campuses and develop a project package for other colleges desiring to offer the PA Bootcamp. This package will include materials as appropriate and information on contracting with the appropriate project leads to replicate the bootcamp on their campuses.

The suggested steps are:

1. Identify college(s) to host PA Bootcamps in Fall 2019
2. Document the process used to set up the bootcamp (i.e., obtain campus approvals, faculty participation, contract with professional expert project lead, market the bootcamp to potential students, etc.).
3. Develop an implementation kit, which includes materials outlining process and resources necessary for colleges

to host bootcamps (full 9-week and weekend options), timeline, sample budget, space requirements, course syllabus, sample marketing/promotional materials, etc.

4. Participate in an ICT Educator Webinar to discuss the project.

Timeline

Contract to be September 23, 2019 – December 31, 2019

Budget

Proposed budget to be \$18,000 billed monthly (\$6,000 in October, November and December for a total of \$18,000)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of Agreement between RSCCD and Economic Modeling, LLC of Moscow, Idaho (“Emsi”) for the Strong Workforce Program – Regional Funds Initiative	
Action:	Request for Approval	

BACKGROUND

Through the Strong Workforce Program Trailer Bill, the state allocated funds to community colleges to support collaborative and regional work, in order to improve the quality of career technical education programs, and to increase the number of students who complete these programs, and enter high-wage, high-growth industry sectors in the region. The Los Angeles / Orange County Regional Consortium is seeking to partner with the Economic Modeling, LLC of Moscow, Idaho (“Emsi”) to work collaboratively with RSCCD’s Los Angeles and Orange County Regional Consortium to support the development of economic impact studies for the 19 Community Colleges in the Los Angeles region.

ANALYSIS

Strong Workforce Program regional funds will be allocated to Emsi to work collaboratively with RSCCD’s Los Angeles and Orange County Regional Consortium to develop aggregate economic impact studies showing the impact of the Los Angeles Region as a whole (including all 19 colleges), and an aggregate analysis showing the return on investment to the Los Angeles Region stakeholders, including taxpayers. In addition, Emsi will develop an individual economic impact report (main report), executive summary, fact sheets, and a power point presentation for each of the 19 colleges, plus an aggregate report for the Los Angeles Community College District. The enclosed agreement outlines the terms of the project; the cost shall not exceed \$210,000.00.

The project director is Dr. Adriene "Alex" Davis, Assistant Vice Chancellor of Economic and Workforce Development and project administrator is Enrique Perez, J.D., Vice Chancellor of Educational Services.

RECOMMENDATION

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

Fiscal Impact: \$210,000.00 (grant-funded)	Board Date: September 23, 2019
Prepared by: Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	



409 S. Jackson Street Moscow,
ID 83843
Tel: 208-882-3500
Fax: 208-882-3317
www.economicmodeling.com

Emsi Representative: Ralph Plaza

Contract: Economic Impact Study (EIS)

This EIS work agreement between Economic Modeling, LLC of Moscow, Idaho (“Emsi”) and Rancho Santiago Community College District Office of Santa Ana, California (“Client”) sets forth the terms and conditions for the provision by Emsi of economic impact studies (EIS) for the below-listed institutions.

The institutions participating in the study are as follows:

- Los Angeles Regional Consortium
 - Cerritos College
 - Citrus College
 - Compton College
 - El Camino College
 - Glendale Community College
 - Long Beach City College
 - Los Angeles Community College District
 - East Los Angeles College
 - Los Angeles City College
 - Los Angeles Harbor College
 - Los Angeles Mission College
 - Los Angeles Pierce College
 - Los Angeles Southwest College
 - Los Angeles Trade-Technical College
 - Los Angeles Valley College
 - West Los Angeles College
 - Mt. San Antonio College
 - Pasadena City College
 - Rio Hondo College
 - Santa Monica College

I. Fee

The fee for the agreement is \$210,000.00, payable as follows:

- \$105,000.00 due within 30 days of contract signature
 - \$105,000.00 due upon completion of final report
- Sales tax will be added for non-tax-exempt institutions when applicable

II. Timeline and Scope of Work

Emsi will deliver the following reports to Client:

1. A regional aggregate economic impact study showing the impact of the Los Angeles Regional Consortium as a whole including all 19 colleges
2. An aggregate investment analysis showing the return on investment to Los Angeles Regional Consortium stakeholders
3. Individual economic impact and investment analyses (with full deliverables) for each of the 19 Colleges of the Los Angeles Regional Consortium plus an aggregate for Los Angeles Community College District

Each EIS analysis will contain a full set of deliverables including:

- **Main report** — Presents all of the findings of the analysis in the context of clearly spelled-out assumptions, theory, and data sources, along with a glossary of terms. The report will be intended mostly for economists and researchers interested in confirming that the approach and documented data sources used are fully

credible and transparent.

- **Executive summary** — Contains the major findings written in layperson’s terms. This document is suitable for popular and media circulation.
- **Fact sheet** — Summarizes the main results in bullet form. Also designed for a broad audience. In our experience, this is one of the most utilized documents.
- **PowerPoint** — Presents key findings in a manner accessible to a broad audience

Timeline

The study period is 14-20 weeks from receipt of contract signature.

An Emsi EIS team member will contact Client’s authorized representative to determine a schedule. Emsi will work with Client’s authorized representative to adhere to the following overall timeline:

- Data collection and review phase: Six to ten weeks
- Draft phase: Four to six weeks
- Final phase: Two to four weeks

In the event that the Client fails to submit data or feedback to Emsi within the agreed upon schedule, Emsi will no longer be bound to deliver the final reports by the original deadline. Emsi may then deliver the draft reports as finals, and no further revisions will be made if Client does not respond within 60 days. Emsi will not make revisions that in the opinion of the economist preparing the study are not reasonably supported by the data.

For an additional fee Client may have an Emsi consultant travel to the Client’s offices to make a presentation of the EIS results. Please inquire for details.

Client will make available point persons to act as authorized representatives to work with Emsi on data collection, feedback on reports, submission of information to Emsi, and invoicing within the time frame above.

Client’s authorized contacts are: (please complete the following before contract signature)

	Invoice Contact	Product Contact
Name:		
Title:		
Mailing Address:		
Phone:		
Fax:		
Email:		

III. Work Samples

Unless instructed otherwise by Client, Emsi may share the deliverables with a third party as samples of work previously completed.

IV. Responsibility for Use

The data, reports, forecasts, and/or services provided by Emsi are generated using government data and proprietary processes. Emsi uses estimates when there are missing data points, and such estimates are subject to varying degrees of error. Emsi’s data, reports, forecasts, and services may differ significantly from actual outcomes and are provided “as is,” without warranty for a particular purpose or project. By purchasing this data, report, product, or service, Client agrees that Emsi shall not be liable for any indirect, incidental, special, or consequential damages, or other economic loss arising from their use. Emsi’s maximum liability, whether based in contract, tort, warranty, or otherwise, shall not exceed the amount that Emsi received for the data, report, forecast, or service in question.

Los Angeles Regional Consortium (LARC) Economic Impact Study

Proposal

May 22, 2019

About Emsi

Emsi has been a leader in the use of labor market data to solve the problems that confront higher education leaders since 2001, when we worked with the Association of Community College Trustees to quantify the economic impact of community colleges. Since then, Emsi has grown to partner with hundreds of community colleges, universities, and other organizations, helping higher education leaders develop stronger relationships with their communities and governing bodies.

In addition to economic impact studies, Emsi uses economic consulting, data analytics, and a variety of software tools to provide information and support successful decision-making. Analyst, our flagship labor market information tool, gives users direct access to our wealth of data. Over 400 colleges use Career Coach, our career pathways software, which helped over 4 million community college students make enrollment decisions last year alone. Our newly released Alumni Insight and Program Outcome Analysis tools allow institutions to track their alumni outcomes and answer critical workforce questions about their former students without painstaking surveys. We are committed to continuously improving our products and services to serve the community colleges we work with and, even now, are working to expand our data set to better connect students, colleges, and employers.

Emsi, based in Moscow, Idaho, is owned by the Strada Education Network.

For more information about Emsi's products and services, visit www.EconomicModeling.com



HIGHER EDUCATION CONSULTING

2,000+

ECONOMIC IMPACT STUDIES
SINCE 2000



in **4**
countries



90+
data sources



Economic impact studies for
**OVER HALF THE COMMUNITY
COLLEGES** in the U.S.



Statewide aggregate
economic impact
studies for
31 states



team
of **8**
consultants
& economists

Letter of Introduction

Economic Modeling Specialists International (Emsi) is pleased to submit this proposal to Los Angeles Regional Consortium (LARC).

We specialize in providing economic analysis and forecasting tools and services specifically designed for the higher education community colleges and universities throughout the US, Canada and the UK.

Many colleges throughout the country use our tools and services to help them understand the relationship between their programs and their regional economy. Many also rely on our Economic Impact Study (EIS) to tell a powerful story about how their college expands the economic base of their region and State. Our EIS report provides you the results you need to communicate to your constituents the impact that your institutions bring into the region. Essentially, the EIS report captures the impact your college has on your service area, in a very clear and defensible manner.

We are pleased to present you with this proposal, and I trust it will be of great use to the LARC and the college's you serve. We welcome any questions or comments about the information presented in this proposal.

Sincerely,

Ralph Plaza

Economic Modeling Specialists, International (DBA Emsi):

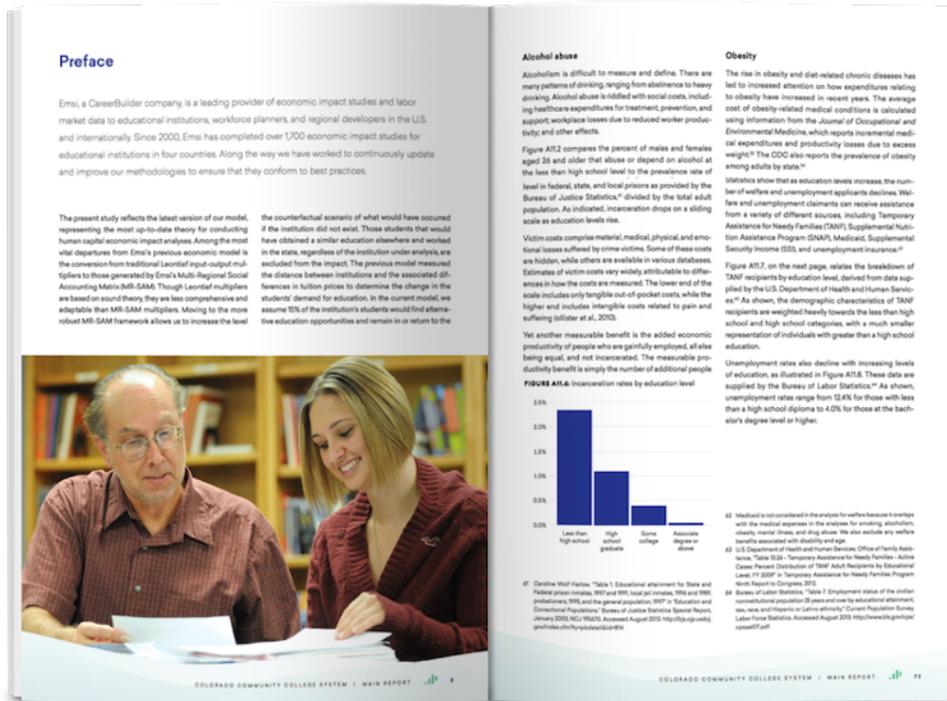
409 S. Jackson St. Moscow, ID 83843

Senior Account Executive

208.874.3732

Fax: 208-882-3317

www.economicmodeling.com



Solution Overview

Presidents and other institutional executives often need to demonstrate their institution's role in their states or communities, as well as the return that stakeholders receive for their investments. Anecdotes have their place, but when it comes to proving your economic impact, you need proof. Our economic impact study (EIS) puts data behind the economic and social benefits of your system.

Since it was commissioned by the ACCT more than twenty years ago, Emsi's EIS model has been used to calculate the economic impact of over half of US community colleges and 31 statewide community college systems. The EIS estimates your system's value added to your state and gives you a clear view of the return on investment for students, taxpayers, and society as a whole. The clean, informative data is easy to integrate into videos, infographics, or other media – ready to ignite any outreach campaign.

Leverage Your Economic Impact

Unbiased, defensible data is a powerful tool for increasing community support. The EIS gives you robust information about your system's impact on your state. With an economic impact study, presidents and system leaders can easily:

- Communicate how much income the system adds to the state
- Share how past students' increased productivity and income affect the state
- Understand how the state is impacted by student spending
- Indicate the system's influence on social savings due to highly educated workers
- Convey to students the higher earnings they will receive across their careers as a result of studying at one of the colleges in the system
- Illustrate to taxpayers the return they can expect to receive in the form of added tax revenues and public sector savings for their investment in the system

Scope of Work

With the goal of effectively capturing and communicating the benefits stemming from the LARC, we propose a multi-faceted approach: (1) *an aggregate economic impact study showing the impact of the LARC as a whole including all 19 colleges*, (2) *an aggregate investment analysis showing the return on investment to LARC stakeholders*, and (3) *individual economic impact and investment analyses for each of the 19 Colleges of the LARC plus an aggregate for Los Angeles Community College District*.

Aggregate Economic Impact Study – highlights and estimates the economic impacts on the state associated with the LARC through the collective spending of the colleges and their employees and students, along with their alumni living and working in the state.

Aggregate Investment Analysis – indicates the strength of the LARC as an investment from the perspective of students, taxpayers, and society as a whole. This analysis projects various benefits into the future, discounts them to current dollars, and compares the present values with the costs of generating the benefits.

Individual Economic Impact and Investment Analyses – examine the direct and indirect multiplier effects that occur as each LARC college and its employees and students spend money in the region, as well as the economic benefits generated by alumni who are living and working within the local economy. Also included will be an investment analysis for each LARC college from the perspective of students, taxpayers, and society as a whole.

Economic Impact Analysis

The purpose of our economic impact analysis is to measure the new economic activity generated in a given study region as a result of the presence of the LARC colleges. We pride ourselves on our conservative and robust methodology. We directly account for the fact that state and local dollars spent on the LARC could have been spent elsewhere in the state, and thus would have created some economic impacts regardless. We account for these alternative uses of funds in our analysis by (i) assuming that if funds were not directed to the LARC, they would have been returned to the taxpayer and generated economic impacts through household spending on goods and services, and (ii) subtracting these alternatively generated impacts from the total economic impact. Thus, Emsi reports a net impact of the LARC that is above and beyond what would have occurred had the funds been returned to the taxpayer.

Our economic impact analysis quantifies the following impacts, available for the LARC as a whole and for each individual college:



Operations Spending Impact – This analysis will estimate the impact of the day-to-day operations spending of the LARC colleges and district office. To measure the operations spending impact, Emsi will request revenues and expenditures data, as well as data on the residency of employees.



Construction Spending Impact – This analysis measures the impacts of ongoing capital projects at LARC colleges during the analysis year. Only spending that occurs during the analysis year will be considered. The initial and multiplier effects of construction and other capital spending are captured under this impact.



Student Spending Impact – Emsi will measure the impact that students relocating to an LARC college have on the economy. This impact measures the economic activity generated by the spending of students who would not have been in the state or region if they had not attended an LARC college. This represents new monies brought to the state or regional economy. Emsi will also estimate the spending impact of students retained in the region; in other words, if not for the colleges in the LARC, these students would have left the state or region. Their monies therefore remain in the economy, generating economic impacts.



Alumni Impact – The impact of the knowledge, skills, and abilities gained by alumni during their education is significant to LARC's story. We capture the increased productivity and added economic activity associated with LARC colleges' alumni in what Emsi calls the human capital impact, or also called alumni impact.

Investment Analysis

The investment analysis weighs the benefits generated by the LARC and its students against the associated costs of supporting and attending the system. The investment analysis consists of three main components: the student, taxpayer, and social perspectives.



Student Perspective – Compares student costs (i.e., tuition and fees, loans, books and supplies, and opportunity costs) and the benefits of education, measured in terms of higher earnings. Higher student earnings are based on up-to-date regional data embedded in the Emsi model linking earnings to education levels. Benefits are projected into the future and discounted back to the present, deriving a lifetime earnings trajectory used to estimate the students' return on investment.



Taxpayer Perspective – Assesses the economic feasibility of taxpayer support for LARC by weighing state and local costs against the higher tax revenues and avoided public sector costs that stem from the activities of the system and its students. In the taxpayer perspective, only those benefits that result in actual dollars saved or added to state and local government treasuries are counted as benefits to the taxpayers.



Social Perspective – Measures the benefits to the public as a whole in terms of added income and a variety of external social benefits associated with increases in education, including improved health, reduced crime, and reduced welfare and unemployment claims. These benefits accrue to all state and local residents – students, employers, and taxpayers. Under the social perspective all benefits – regardless of recipient – will be weighed against all costs of educating students at the LARC.



Deliverables

The analysis as a whole generates a wealth of information. This information is broken into a number of reports varying in target audience and scope. Each deliverable will be customized and branded for the LARC and for colleges receiving an individual study. The following deliverables will be received by LARC and for colleges receiving an individual study:

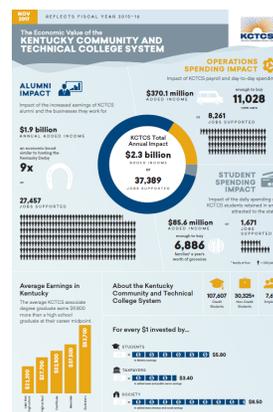
Main report — Presents all of the findings of the analysis in the context of clearly spelled-out assumptions, theory, and data sources, along with a glossary of terms. The report will be intended mostly for economists and researchers interested in confirming that the approach and documented data sources used are fully credible and transparent.

Executive summary — Contains the major findings written in layperson's terms. This document is suitable for popular and media circulation.

Fact sheet — Summarizes the main results in bullet form. Also designed for a broad audience. In our experience, this is one of the most utilized documents.

PowerPoint — Presents key findings in a manner accessible to a broad audience.

Infographic (optional) – Communicates and contextualizes major findings of the report using analogies and figures that are especially helpful to communicate to a wide-ranging audience and media circulation.



Project Timeframe

This project will take 12 to 20 weeks to complete from the time the official contract is signed. Emsi will work with the client to determine exact milestones. The project timeframe appears in the table below. Note that Emsi's ability to complete the project within this timeframe is dependent upon the timely completion and submission of the data and feedback from the LARC and individual colleges. Colleges receiving an individual study will follow a similar timeline as the system study.

Phase	Time frame
Project kickoff	
Emsi prepares and sends data survey to LARC	-
Data collection	
LARC colleges complete data survey	4-5 weeks
Emsi reviews data, works with LARC colleges to address any data issues	1-3 weeks
Draft	
Emsi customizes model to reflect LARC	1-3 weeks
Emsi prepares draft reports and sends to LARC colleges for review	2-3 weeks
Final	
LARC colleges review drafts and provide final feedback	2-3 weeks
Emsi incorporates final edits, formats reports, and sends finals to LARC colleges	2-3 weeks
Total	12-20 weeks

Cost option

The prices quoted in this section are applicable for **60 days**, beginning from the date of this proposal.

Los Angeles Regional Consortium Aggregate	\$30,000
Cerritos College	\$9,000
Citrus College	\$9,000
Compton College	\$9,000
El Camino College	\$9,000
Glendale Community College	\$9,000
Long Beach City College	\$9,000
Los Angeles Community College District Aggregate	\$9,000
East Los Angeles College	\$9,000
Los Angeles City College	\$9,000
Los Angeles Harbor College	\$9,000
Los Angeles Mission College	\$9,000
Los Angeles Pierce College	\$9,000
Los Angeles Southwest College	\$9,000
Los Angeles Trade-Technical College	\$9,000
Los Angeles Valley College	\$9,000
West Los Angeles College	\$9,000
Mt. San Antonio College	\$9,000
Pasadena City College	\$9,000
Rio Hondo College	\$9,000
Santa Monica College	\$9,000
Total	\$210,000

Contact

Ralph Plaza

Senior Account Executive

Ralph.plaza@economicmodeling.com

(208) 874-3732

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: September 23, 2019
Re: Approval of Professional Services Agreement with Altrex Performance Solutions	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District has established the Institute for Workforce Development (IWD) to meet the training and educational needs of business and industry. IWD leverages resources and offers programs to maximize highly customized, cost-effective business and technical training to fit objectives and budget of businesses it serves. One of these programs is direct delivery of not-for-credit high-impact training programs for employees of business and industry funded under RSCCD's Employment Training Panel (ETP) funds. This project with Altrex Performance Solutions will provide expert resources to increase the visibility and reach of IWD's programs and offerings, and allow IWD to provide much needed expertise to business and industry.

ANALYSIS

Altrex Performance Solutions has deep expertise in the field of workforce performance development and will provide a blend of key services needed by IWD to engage and assist business and industry. Ms. Angela Lucente will leverage her highly developed network of business and industry contacts to promote not-for-credit classes of IWD, conduct training needs assessment, pilot training in leadership, communication, and teambuilding related topics and assist business in leveraging RSCCD's ETP funds to offset the cost of employee training and development.

RECOMMENDATION

It is recommended that the Board approve the Professional Services Agreement with Altrex Performance Solutions and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related agreement on behalf of the district.

Fiscal Impact: \$21,200	Board Date: September 23, 2019
Prepared by: Leila Mozaffari, Executive Director, Institute for Workforce Development	
Submitted by: Enrique Pérez, 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 District Workforce Education Department) and ALTREX PERFORMANCE SOLUTIONS , having its principal business address located at 106 S. Connie Circle, Anaheim, CA 92806 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 October 1, 2019, whichever is later, and shall continue in full force and effect thereafter until and including June 30, 2020 (“Term”), unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
 - A. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date
 - B. District and Contractor may terminate this Contract at any time by their mutual written agreement.
 - C. Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the

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

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

4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Twenty One Thousand and Two Hundred Dollars (\$21,200) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of

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

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

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

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

8. Ownership of Property. Contractor agrees that all work products created or developed for District by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property

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

9. Indemnification/Hold Harmless.

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

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

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

the State of California, with Statutory Limits. Contractor must also maintain Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. as required by statutory insurance requirement of the State of California;

Other Insurance Requirements

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

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

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

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

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

15. Confidentiality. Under the terms of this Contract, Contractor may receive or obtain access to student data, pupil records, or other information that is privileged, confidential, not publically available, which is covered by federal or state privacy laws, rules, and regulations, or which is otherwise considered confidential and protected from disclosure by the policies and procedures of District (“Confidential Information”). Contractor understands and agrees that all Confidential Information shall be preserved and protected as privileged or confidential, that Confidential Information shall be held strictly in accordance with the District’s policies and procedures, that Confidential Information shall be preserved and held in compliance with all applicable state or federal laws, rules, or regulations, and that Confidential Information shall not be shared with any third party without the expressed written authorization of District. If Contractor is a provider of digital education services (i.e. an operator of an internet web site, online service, online application, or mobile application, a provider of digital education software, etc.), at any time upon the request of District, Contractor shall enter into a separate California Student Data Privacy Agreement with District. Once signed by both parties. If executed the California Student Data Privacy Agreement shall become incorporated herein. IF CONTRACTOR BECOMES AWARE OF A POSSIBLE UNAUTHORIZED RELEASE OR DISCLOSURE OF CONFIDENTIAL INFORMATION, CONTRACTOR SHALL IMMEDIATELY NOTIFY DISTRICT.

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

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

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

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

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

With a copy to: (District Department Responsible for Contract)
Leila Mozaffari
Executive Director, Institute for Workforce Development

2323 N Broadway, Suite 350
Santa Ana, CA 90206

Contractor: Angela Lucente
106 S. Connie Circle
Anaheim, CA 92806

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

20. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
21. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.
22. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.
23. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.
24. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange County, California.
25. Time is of the Essence. Time is of the essence and Contractor shall perform the services required by this Agreement in an expeditious and timely manner so as not to unreasonably delay the purpose of this Agreement.
26. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.
27. Force Majuere. Neither party shall be responsible for delays or failure in performance resulting from acts beyond the control of such parties. Such acts shall include, but not be limited to, Acts of God, labor disputes, civil disruptions, acts of war, epidemics, fire, electrical power outages, earthquakes or other natural disasters.

28. Failure to Perform. As used in this Contract, “failure to perform” means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then District, after giving seven days’ written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both Parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

29. Dispute Resolution.

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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

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

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

honesty that seriously and directly affects Contractor's present responsibility.

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY:  _____
Signature of Authorized Person

Print Name: __ Angela Lucente

Print Title: __ Chief Performance Officer

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

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

Scope of Work and Detailed Schedule of Payment:

Business Development

Conduct marketing and promotion of Contract Education offerings of RSCCD's Customized Training Institute (CTI), distribute program information and flyers via email, LinkedIn and other social media channels, network at and present to professional associations such as PIRAH, ATD and others, Conduct targeted sales calls (on phone and in person) to companies needing workforce training for their employees to present CTI training programs and resources including CTI training facility and Employment Training Panel funding available to offset cost of employee training. Conduct training needs assessment at employers to determine their training needs. Collect employer and employee information required by ETP to qualify for training funds. Promote and participate in complementary information sessions (breakfast meetings, lunch and learns), and make presentations on leadership, communication, teambuilding related topics.

Hourly rate	Average hours per month	Duration	Payment total
\$45.00	40 hours	9 months	\$16,200

Training Delivery

Conduct up to two (2) eight (8) hour pilot training sessions on leadership, communication, and teambuilding related topics.

Duration of each training session	Quantity	Payment	Payment total
8 hour session	Up to 2 sessions	2,000 per session	\$4,000

Stipend – Participating trainees (and their employer) approved by ETP

Note: ETP must approve both the employer and each of their employees participating in training	Quantity	Payment per participating trainee approved by ETP	Payment total
	Up to 50 employees	\$20	\$1,000

Grand Total **\$21,200**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

**Resolution No. 19-22 – Support of Undocumented Students
Action Week October 14-18, 2019**

Resolution No. 19-22

WHEREAS, the Board of Trustees of the Rancho Santiago Community College District (the “District”) is committed to providing an open and welcoming environment for all students, regardless of ethnicity, religion, national origin, immigration status, age gender, language, socio-economic status, gender identity or expression, medical condition or disability; and

WHEREAS, the presidential decision of September 5, 2017, to rescind the Deferred Action for Childhood Arrivals (DACA) program placed the safety, security and educational future of thousands of undocumented students in doubt; and

WHEREAS, the District Board of Trustees have advocated to Congress and the Administration to preserve DACA and respect the contributions of undocumented immigrants, and on March 13, 2017, voted unanimously to pass a resolution expressing its support for DACA and the right of all students to obtain a higher education in California regardless of their background; and

WHEREAS, the District is committed to following the Family Education Rights and Privacy Act and to protecting the confidentiality of our students by not releasing any personally identifiable student information without a judicial warrant, including data related to immigration status, and will not cooperate with any federal effort to create a registry of individuals based on protected characteristics, such as religion, race, immigration status, or sexual orientation; and

WHEREAS, the District has worked closely with community agencies and local immigration attorneys to protect immigrant students and to help undocumented students access legal assistance and other local community services; and

WHEREAS, the State Chancellor’s Office, in partnership with the Community College League of California, the Faculty Association of California Community Colleges, the Student Senate of California Community Colleges, and other organizations, jointly sponsored DACA Advocacy Week from October 16-20, 2017; and

WHEREAS, the 2017 DACA Advocacy Week efforts resulted in numerous meetings with Congressional leaders, over 700 letters and postcards being sent from students to members of Congress, and a number of colleges conducting week-long activities to raise awareness of campus-based support for undocumented students; and

WHEREAS, in 2018 the State Chancellor’s office expanded the existing partnership to include Immigrants Rising and other organizations, and sponsored Undocumented Student Week of Action, October 15-19, to inform undocumented students about all available services on campus and in local communities and empower them to access those services, and support students and allies in advocating to Congress to act quickly and establish a permanent solution for undocumented young people; and

WHEREAS, the 2018 Undocumented Student Week of Action included the participation of 110 community colleges engaged in a week-long program of activities in support of undocumented students; and

WHEREAS, despite these efforts by the California Community Colleges and many other individuals and organizations in California and across the nation, the preservation of DACA and the adoption of an effective and humane solution to assist undocumented students remains elusive, which places continued economic and emotional weight on students, their families, communities, and the state;

THEREFORE BE IT RESOLVED that the District Board of Trustees declare their support for the Resolution adopted by the Board of Governors of the California Community Colleges to designate October 14-18, 2019, as “Undocumented Students Action Week” for the purpose of working in partnership with other organizations and encourage the faculty, staff, and students of the District to engage in activities supporting undocumented students, and

BE IT FURTHER RESOLVED that the District Board of Trustees joins with the Board of Governors in supporting the work by the State Chancellor’s Office to identify and share best practices for assisting undocumented students, disseminate information to the college about how to access funding for immigration defense proceedings and referral to legal services providers, and reinforce state policies that protect student’s rights and privacy; and

BE IT FURTHER RESOLVED that the District Board of Trustees is committed to actions that raise awareness about opportunities for all Californians to enroll and succeed in postsecondary education; and

BE IT FURTHER RESOLVED that the District Board of Trustees urge congressional members to uphold California values and create a pathway to citizenship for undocumented students, which will permit them to achieve their education goals and achieve their highest potential.

Dated the 23rd day of September 2019.

Ayes:
Noes:
Absent:
Abstain:

Marvin Martinez
Secretary, Board of Trustees

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
September 23, 2019**

MANAGEMENT

Extension of Interim/Short-term Assignment

Greiner, Anna C.
Interim Director, Small Business Initiative
Academic Affairs
Santa Ana College

Effective: July 1, 2019 – June 30, 2020
Salary Placement: F-5 \$125,998.94/Year

Ratification of Resignation/Retirement

Oropeza, Alfonso
Director, Information Systems
Santiago Canyon College
Information Technology Services
District Operations

Effective: October 23, 2019 (Last Day)
Reason: Retirement

FACULTY

2019/2020 CEFA Permanent Hourly Salary Schedule Effective August 12, 2019/Attachment #1

Adjusted Final Placement

Heremans, Tiffany
Associate Professor, Hospitality/Culinary Arts
Human Services & Technology Division
Santa Ana College

Effective: August 19, 2019
Adjusted Placement: IV-11 \$90,159.32/Year
(Requisition #AC19-0735)

Beyond Contract/Overload & Summer Stipends

Funaoka, Marygrace
Associate Professor, Human Development/
Education/School Age
Human Services & Technology Division
Santa Ana College

Effective: June 17, 2019
Amount: \$814.00
Reason: Other Instructional Support Services

Saterfield, Kalonji
Assistant Professor, Communication Studies
Fine & Performing Arts Division
Santa Ana College

Effective: May 10, 2019
Amount: \$250.00
Reason: Other Instructional Support Services
Pathways to Teaching (Project #2240)

FACULTY (CONT'D)

Beyond Contract/Overload & Summer Stipends (cont'd)

Sherod, Susan
Professor, Engineering Technology &
Computer Aided Drafting
Business Division
Santa Ana College

Effective: July 1, 2019
Amount: \$785.00
Reason: Curriculum Development-Distance
Education (Project #2525)

Singh, Nirbhai
Professor, Manufacturing Technology
Human Services & Technology Division
Santa Ana College

Effective: June 17, 2019
Amount: \$814.00
Reason: Other Instructional Support Services

Leave of Absence

Fagin, Charlotte
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College

Effective: September 9 – October 24, 2019
Reason: Family Care Leave

Part-time Hourly New Hires/Rehires

Ahrar, Shahrzad
Instructor, Older Adults/Manipulative Skills
Continuing Education Division (OEC)
Santiago Canyon College

Effective: September 3, 2019
Hourly Lecture Rate: II-3 \$51.51

Antunez, Carlos
Instructor, Vocational/Computer
Maintenance & Repair
Continuing Education Division (CEC)
Santa Ana College

Effective: September 16, 2019
Hourly Lecture Rate: I-3 \$50.25

Clark, Leatrice N.
Instructor, Older Adults/Creative Cooking
Seminars/Health & Wellness
Continuing Education Division (OEC)
Santiago Canyon College

Effective: September 3, 2019
Hourly Lecture Rate: II-3 \$51.51

Do, Banglang
Instructor, Older Adults/Music
Continuing Education Division (OEC)
Santiago Canyon College

Effective: September 9, 2019
Hourly Lecture Rate: III-3 \$52.81

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Jasso, Aaron D.
Instructor, Psychology
Art, Humanities & Social Sciences Division
Santiago Canyon College

Effective: October 21, 2019
Hourly Lecture Rate: IV-3 \$67.79

Orozco, Octavio
Instructor, Older Adults/Manipulative Skills
Continuing Education Division (OEC)
Santiago Canyon College

Effective: September 3, 2019
Hourly Lecture Rate: I-3 \$50.25

King, Tawnie S.
Instructor, Child Development and
Education Studies
Human Services & Technology Division
Santa Ana College

Effective: October 21, 2019
Hourly Lecture Rate: IV-3 \$67.79

Olivas, Maria I.
Instructor, Older Adults/Creative Cooking
Seminar/Health & Wellness
Continuing Education Division (OEC)
Santiago Canyon College

Effective: September 9, 2019
Hourly Lecture Rate: III-3 \$52.81

Ozment, Gregory O.
Instructor, Older Adults/Music
Continuing Education Division (OEC)
Santiago Canyon College

Effective: September 3, 2019
Hourly Lecture Rate: II-3 \$51.51

Rajaei, Katayoun
Instructor, Older Adults/Manipulative Skills
Continuing Education Division (OEC)
Santiago Canyon College

Effective: September 9, 2019
Hourly Lecture Rate: I-3 \$50.25

Rosas, Vanessa
Instructor, Music
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: September 23, 2019
Hourly Lecture/Lab Rates: II-3 \$61.50/\$55.35

Skoczulek, Todd A.
Instructor, Criminal Justice/Less Lethal
Human Services & Technology Division
Santa Ana College

Effective: September 23, 2019
Hourly Lecture/Lab Rates: I-3 \$58.567/52.71

FACULTY (CONT'D)

Non-paid Instructor of Record

Gates, Taylor J.
Instructor, Apprenticeship/Power Lineman
Instructor Service Agreement/CAL – NEV J.A.T.C
Business & Career Technical Education Division
Santiago Canyon College

Effective: September 10, 2019

Jamison, Shawn S.
Instructor, Apprenticeship/Power Lineman
Instructor Service Agreement/CLA – NEV J.A.T.C.
Business & Career Technical Education Division
Santiago Canyon College

Effective: September 10, 2019

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2019/2020 CEFA PERMANENT HOURLY SALARY SCHEDULE
 EFFECTIVE AUGUST 12, 2019

ATTACHMENT #1

INSTRUCTION	Column I LESS THAN MASTER'S	Column II MASTER'S	Column III MASTER'S + 30
STEP			
1			
2			
3	\$51.89	\$53.19	\$54.53
4	\$53.19	\$54.53	\$55.89
5	\$54.53	\$55.89	\$57.29
6	\$55.89	\$57.29	\$58.72

Non-credit counselor's salary paid by the district during 2008-2009 shall continue at that same rate until the schedule below increases to the 2008-2009 rate of pay. If any of the non-credit counselors leave the unit and return at a later date, their rate of pay will continue at what is was as of 2008-2009, or the schedule below, whichever is greater.

COUNSELING	Column I LESS THAN MASTER'S	Column II MASTER'S	Column III MASTER'S + 30
STEP			
1			
2			
3	\$44.10	\$45.21	\$46.34
4	\$45.21	\$46.34	\$47.50
5	\$46.34	\$47.50	\$48.70
6	\$47.50	\$48.70	\$49.91

NON-INSTRUCTION	Column I LESS THAN MASTER'S	Column II MASTER'S	Column III MASTER'S + 30
STEP			
1			
2			
3	\$25.95	\$26.60	\$27.26
4	\$26.60	\$27.26	\$27.95
5	\$27.26	\$27.95	\$28.65
6	\$27.95	\$28.65	\$29.36

COORDINATION OR CURRICULUM DEVELOPMENT	Column I LESS THAN MASTER'S	Column II MASTER'S OR GREATER
STEP		
1	\$42.20	\$43.26

Placement on Salary Schedules

New unit members shall be placed on Step 3 of the appropriate class. Advancement to the next step shall occur upon

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
SEPTEMBER 23, 2019**

CLASSIFIED

New Appointment

Cisneors Lopez, Nanci Business Services Coordinator (CL19-1256) Digital Media Center/ Ed. Services	Effective: September 10, 2019 Grade 13, Step 4 \$60,947.92
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Professional Growth Increments

Bunch, Peterson Financial Aid Tech./ Financial Aid/ SAC	Effective: October 1, 2019 Grade 8, Step 4 + 7PG (3500) \$51,932.13
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Garcia, Anaisabelle Curriculum Specialist/ Academic Affairs/ SCC	Effective: October 1, 2019 Grade 13, Step 3 + 2.5%L + 11PG (4000) \$62,030.91
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Llerenas, Liset Student Services Specialist/ Counseling/ SAC	Effective: October 1, 2019 Grade 10, Step 6 + 3PG (1500) \$59,585.69
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Negron, Victor Sr. Payroll Specialist/ Fiscal Services/ District	Effective: October 1, 2019 Grade 14, Step 5 + 3PG (1500) \$69,006.47
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Vu, Sara Student Services Coord. / Counseling/ SAC	Effective: October 1, 2019 Grade 15, Step 3 + 2PG (1000) @ 88% VF \$57,863.17
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Longevity Increments

Basham, Sherri Sr. Payroll Specialist/ Payroll/ District	Effective: December 1, 2019 Grade 14, Step 5 + 5%L \$70,881.80
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Berganza, Levy Graduation Specialist/ Continuing Ed. OEC	Effective: November 1, 2019 Grade 15, Step 6 + 6PG (1500) + 7.5%L \$81,915.19
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Longevity Increments cont'd

Davis, Wendy Auxiliary Services Specialist/ Administrative Services/ SCC	Effective: November 1, 2019 Grade 10, Step 6 + 7.5%L \$62,442.12
Dhaliwal, Kamaljeet Admissions & Records Specialist II/ Admissions/ SAC	Effective: November 1, 2019 Grade 8, Step 6 + 7.5%L \$57,407.89
Easter, Candi Sr. Accountant/ Fiscal Services/ District	Effective: November 1, 2019 Grade 15, Step 6 + 2PG (1000) + 5%L \$79,545.07
Glomba, Irena Executive Secretary/ Continuing Ed./ CEC	Effective: October 1, 2019 Grade 14, Step 6 + 4PG (2000) + 7.5%L \$78,205.28
Leung, Kristy Admissions & Records Specialist I/ Continuing Ed. / CEC	Effective: November 1, 2019 Grade 6, Step 6 + 2.5%Bil + 10%L \$55,502.86
Maa, Ray Network Spec. IV/ ITS/ District	Effective: October 1, 2019 Grade 22, Step 4 + 7.5%L \$114,048.26
Palomares, Jose Skilled Maintenance Worker/ Admin. Services/ SAC	Effective: December 1, 2019 Grade 11, Step 6 + 5%L \$63,736.11
Palomares, Maria Sr. Custodian/ Admin. Services/ SAC	Effective: December 1, 2019 Grade 7, Step 6 + 1PG (500) + 5%L \$54,373.02
Sartin Vincent, Diane Administrative Secretary/ Continuing Ed./ OEC	Effective: November 1, 2019 Grade 12, Step 6 + 7.5%L \$68,698.12
Trujillo Zuniga, Beatrice Administrative Secretary/ Humanities & Soc. Sci./ SAC	Effective: November 1, 2019 Grade 12, Step 4 + 2.5%L \$59,397.48
Withey, Toni Marie Administrative Secretary/ Fine & Performing Arts/ SAC	Effective: October 1, 2019 Grade 12, Step 6 + 12.5%L \$71,893.38

Out of Class Assignment

Do, Vinh
Media Systems Electronic Tech./ Admin.
Services/ SCC
Effective: 09/03/19 – 10/31/19
Grade 13, Step 1 \$52,649.58

Duenas, Veronica
HR Analyst/ Human Resources/ District
Effective: 09/09/19 – 09/24/19
Grade L, Step 2 \$78,246.83
Confidential

Flores, Esther
Purchasing Assistant/ Purchasing/ District
Effective: 09/09/19 – 12/20/19
Grade 11, Step 4 \$55,045.84

Reynolds, Danielle
Buyer/ Purchasing/ District
Effective: 09/09/19 – 12/20/19
Grade 14, Step 1 \$55,484.01

Change in Salary Placement

Basham, Sherri
Sr. Payroll Specialist/ Payroll/ Fiscal
Services
Effective: July 1, 2019
Grade 14, Step 5 + 2.5%L \$69,194.14
(Reclass 1140)

Ceja, Fabiola
Payroll Specialist/ Payroll/ Fiscal Services
Effective: July 1, 2019
Grade 13, Step 5 \$64,014.75
(Reclass 1139)

Johnson, Maureen
Payroll Specialist/ Payroll/ Fiscal Services
Effective: July 1, 2019
Grade 13, Step 5 + 7.5%L \$68,815.86
(Reclass 1138)

Negron, Victor
Sr. Payroll Specialist/ Payroll/ Fiscal
Services
Effective: July 1, 2019
Grade 14, Step 5 + 2PG (1000) \$68,506.47
(Reclass 1141)

Ratification of Resignation/Retirement

Bennett, Laura
Buyer/ Purchasing/ District
Effective: September 13, 2019
Reason: Resignation

Ericson, Cherie
Accountant/ Child Dev. Services/ District
Effective: December 30, 2019
Reason: Retirement

Ratification of Resignation/Retirement cont'd

Knorr, David
District Safety Officer/ District
Effective: September 12, 2019
Reason: Resignation

Plascencia, Cynthia
Auxiliary Services Specialist/ Auxiliary
Services/ SAC
Effective: September 3, 2019
Reason: Resignation

CLASSIFIED HOURLY

Longevity Increments

Barbery, Monika
Counseling Assistant/ Continuing Ed./
CEC
Effective: November 1, 2019
Grade 5, Step A + 2.5%Bil + 7.5%L
\$19.63/Hour

Connaker, William
Learning Assistant/ Counseling/ SAC
Effective: December 1, 2019
Grade 10, Step A + 2PG (500) + 7.5%L
\$23.23/Hour + \$41.67/Mo. PG

Flores, Maria
Instructional Assistant/ Continuing Ed./
OEC
Effective: November 1, 2019
Grade 5, Step A + 7.5%L \$19.19/Hour

Hollister, Deborah
Cashier/ Auxiliary Services/ SAC
Effective: October 1, 2019
Grade 3, Step A + 2.5%L \$17.16/Hour

Shah, Sumitra
Learning Assistant/ Student Development/
SCC
Effective: December 1, 2019
Grade 10, Step A + 7.5%L \$23.43/Hour

Villalovos, David
Instructional Assistant/ Continuing Ed./
OEC
Effective: December 1, 2019
Grade 5, Step A + 2.5%Bil + 12.5%L
\$20.53/Hour

Professional Growth Increments

Ayala, Jose
District Safety Officer/ District
Effective: October 1, 2019
Grade 9, Step A + 6PG (1500)
\$20.85/Hour + \$125.00/Mo. PG

Tapia, Linda
Administrative Clerk/ Continuing Ed./
OEC
Effective: October 1, 2019
Grade 10, Step A + 2.5%Bil + 3PG (750)
\$22.34/Hour + \$62.50/Mo. PG

Ratification of Resignation/Retirement

Garcia Sandoval, Reyna Instructional Assistant-DSPS/ SCC	Effective: September 5, 2019 Reason: Resignation
Martinez Cruz, Job Learning Facilitator/ Science & Math/ SCC	Effective: August 9, 2019 Reason: Resignation
Veliz, Angie Counseling Assistant/ Counseling/ SCC	Effective: September 12, 2019 Reason: Resignation

TEMPORARY ASSIGNMENT

Short Term Assignment

Arredondo, Armando Student Services Specialist/ Counseling/ SCC	Effective: 09/24/19 -05/22/20
Cochran, Ian Learning Facilitator/ Science & Math/ SAC	Effective: 09/24/19 – 06/06/20
Garcia Sandoval, Reyna Intermediate Clerk/ Health & Wellness/ SCC	Effective: 09/24/19 – 12/07/19
Homo, Patricia Communications Specialist/ Executive Div./ SAC	Effective: 09/24/19 – 06/30/20
Nguyen, Huy Instructional Assistant/ Business Div./ SAC	Effective: 09/24/19 – 06/30/20
Ortiz Flores, Oscar Instructional Assistant/ Continuing Ed./ CEC	Effective: 09/24/19 – 06/30/20
Sanatar, Christopher Instructional Assistant/ Business & Career Tech. Ed/ SCC	Effective: 09/24/19 – 06/06/20
Vega, Robert General Office Clerk/ EOPS/ SAC	Effective: 09/24/19 – 06/30/20

Change in Temporary Assignment

Lang, Jennifer
Administrative Clerk/ Academic Affairs/
SAC

Effective: 07/01/19 – 06/30/20

Perez Brennan, Briana
Learning Assistant/ Student Services/ SCC

Effective: 07/01/19 – 08/10/19

Additional Hours for Ongoing Assignment

Arrieta, Christopher
Learning Facilitator/ Student Services/
SAC

Effective: 08/26/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Gandarilla, Aurea
Career Technician/ Counseling/ SAC

Effective: 09/04/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Garcia, Sara
Instructional Assistant/ Math & Science/
SCC

Effective: 09/13/19 – 06/06/20
Not to exceed 19 consecutive working
days in any given period.

McMinimu, Tawny
Accountant/ Admin. Services/ SCC

Effective: 09/23/19 – 11/01/19
Not to exceed 19 consecutive working
days in any given period.

Osuna, Maria
HS & Community Outreach Spec./
Continuing Ed./ CEC

Effective: 08/11/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Panotes, Joel
Custodian/ Digital Media Ctr./ District

Effective: 08/29/19 – 09/09/19
Not to exceed 19 consecutive working
days in any given period.

Stenersen, Steven
Student Services Specialist/ Student
Services/ SAC

Effective: 09/09/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Velazquez, Kimberly
Counseling Assistant/ Counseling/ SAC

Effective: 08/12/19 – 06/30/20
Not to exceed 19 consecutive working
days in any given period.

Substitute Assignments

Garcia Sandoval, Reyna Intermediate Clerk/ Health & Wellness/ SCC	Effective: 09/10/19 – 12/07/19
Heller, Shelley Science Storekeeper/Lab Tech./ Math & Science/ SCC	Effective: 09/10/19 – 12/13/19
Lamb, Jason Student Program Specialist/ Student Services/ SAC	Effective: 09/03/19 – 09/30/19
Montes, Janet Student Services Coord./ Student Services/ SCC	Effective: 08/19/19 – 06/30/20
Peralta, Amanda Learning Facilitator/ Student Services/ SCC	Effective: 07/01/19 – 06/30/20
Plascencia, Cynthia Auxiliary Services Specialist/ Bookstore/ SAC	Effective: 09/04/19 – 12/31/19
Schultze Haakh, Helmuth Instructional Assistant-DSPS/ DSPS/ SCC	Effective: 09/04/19 – 12/02/19
Tucker, David Warehouse Storekeeper/ Warehouse/ District	Effective: 08/21/19 – 09/30/19

MISCELLANEOUS POSITIONS

Alderete, Xavier Model/ Arts, Humanities & Soc. Sci./ SCC	Effective: 08/26/19 – 06/07/20
Campbell, Christie Community Services Presenter/ Continuing Ed./ OEC	Effective: 09/02/19
Gonzalez, Daniel Coaching Assistant/ Kinesiology/ SCC	Effective: 09/24/19

MISCELLANEOUS POSITIONS cont'd

Gonzalez, Erica Child Dev. Intern I/ Child Dev. Services/ District	Effective: 08/26/19
Hernandez Casarez, Teresa Child Dev. Intern I/ Child Dev. Services/ District	Effective: 08/19/19
Hoffman, Steven Coaching Assistant/ Kinesiology/ SCC	Effective: 09/24/19
Koski, Chelsea Health Educator/ Health & Wellness/ SCC	Effective: 09/24/19 – 06/30/20
Lopez, Nicole Coaching Assistant/ Kinesiology/ SCC	Effective: 09/11/19
Riessen, Lila Community Services Presenter/ Continuing Ed./ OEC	Effective: 08/30/19

VOLUNTEERS

Boland, Virna Student Driver/ District Safety/ SCC	Effective: 09/24/19 – 06/30/20
Dela Torre, Robert A Student Driver/ District Safety/ SCC	Effective: 09/24/19 – 06/30/20
Rivera, Julio Volunteer/ Kinesiology/ SAC	Effective: 09/24/19 – 06/30/20
Sanchez, Guillermo Volunteer/ Kinesiology/ SAC	Effective: 09/24/19 – 06/30/20

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Barradas, Yissel	Effective:	09/11/19-06/30/20
Celis Gutierrez, Ana K.	Effective:	09/05/19-06/30/20
Galicia, Gabrielle N.	Effective:	09/12/19-06/30/20
Garcia, Rebeca	Effective:	09/09/19-06/30/20
Gomez, Maria Del Carmen	Effective:	08/29/19-06/30/20
Johnlouis, Deontre M.	Effective:	09/04/19-06/30/20
Luna, Jacqueline	Effective:	09/04/19-06/30/20
Morales, Aleska	Effective:	08/29/19-06/30/20
Montoya Aguirre, Johanna I.	Effective:	09/11/19-06/30/20
Nguyen, Manh Khang	Effective:	09/11/19-06/30/20
Nguyen, Thi T.	Effective:	09/11/19-06/30/20
Pham, Do T.	Effective:	09/03/19-06/30/20
Ruiz, Griselda Y.	Effective:	09/09/19-06/30/20
Talavera, Wendy	Effective:	09/11/19-06/30/20

**SANTIAGO CANYON COLLEGE
NEW HIRE STUDENT ASSISTANTS**

Alvarez, Yazmin	Effective:	09/11/2019 – 06/30/2020
Arevalos Lara, Erika	Effective:	08/26/2019 – 06/30/2020
De la Torre, Robert	Effective:	09/04/2019 – 06/30/2020
Faber, Krista	Effective:	08/26/2019 – 06/30/2020
Garcia, Jaime	Effective:	08/26/2019 – 06/30/2020
Gonzalez, Odaliz	Effective:	09/11/2019 – 06/30/2020
Greene, Hannah	Effective:	08/26/2019 – 06/30/2020
King, Jason	Effective:	08/26/2019 – 06/30/2020
Lahdab, Samy	Effective:	08/28/2019 – 06/30/2020
Marques, Cassidy	Effective:	08/26/2019 – 06/30/2020
Martinez, Jovan	Effective:	08/28/2019 – 06/30/2020
Mayfield, Justin	Effective:	08/26/2019 – 06/30/2020
Miranda, Kimberly	Effective:	09/11/2019 – 06/30/2020
Montoya Chavez, Stacy	Effective:	08/26/2019 – 06/30/2020
Munoz, Francisco	Effective:	08/28/2019 – 06/30/2020
Omar, Michelle	Effective:	08/26/2019 – 06/30/2020
Raguse, James	Effective:	09/11/2019 – 06/30/2020
Sharifian Attar, Fahimeh	Effective:	08/26/2019 – 06/30/2020
Shim, Allysa	Effective:	08/26/2019 – 06/30/2020
Tapie, Zoe	Effective:	08/26/2019 – 06/30/2020
Valdez, Elliott	Effective:	08/26/2019 – 06/30/2020
Zamorano, Alyssa	Effective:	08/26/2019 – 06/30/2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of Services Agreement with NEOGOV	
Action:	Request for Approval	

BACKGROUND

The district has utilized the Greentree software system for hiring, applicant tracking and electronic onboarding software. The District needs to replace the current software system and is seeking a web-based system that will be hosted remotely by the vendor. NEOGOV is being recommended as the replacement system.

ANALYSIS

The NEOGOV system was selected based upon cost and functionality. The system will provide the district with hiring, applicant tracking and electronic onboarding software along with insight and position management. This will improve the recruitment and hiring process to make it more efficient and effective.

RECOMMENDATION

It is recommended that the Board of Trustees approve the services agreement with NEOGOV as presented.

Fiscal Impact: Not to exceed \$50,000	Board Date: September 23, 2019
Prepared by: Tracie Green, Vice Chancellor, Human Resources	
Submitted by: Tracie Green, Vice Chancellor, Human Resources	
Recommended by: Marvin Martinez, Chancellor	

NEOGOV SERVICES AGREEMENT

You agree that by placing an order through a NEOGOV standard ordering document (the “Order” or “Ordering Document”) you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc.(dba “NEOGOV”) and, where applicable, its affiliates; “Customer”, “you”, “your” means the Governmentjobs.com client, customer, or subscriber identified in the Ordering Document.

If you are placing such an Order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Ordering Document and these terms and, in such event, “you” and “your” as used in these agreement terms shall refer to such entity. “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement (the “Services Agreement”), documents incorporated herein including the applicable Ordering Document and Schedule(s), and Special Conditions (if any).

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with, and/or access its SaaS Applications, Integrations, and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Ordering Document (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription Grant.**
 - a) **SaaS Subscription.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV in connection with the provision of SaaS Applications. Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer’s internal purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (i) Customer employees and (ii) Customer agents, contractors, consultants, and their respective employees, all of which are pre-approved by NEOGOV.
 - b) **Delivery and Subscription Term.** NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are accepting it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. NEOGOV shall provide Customer access to the SaaS Applications within a reasonable time following the Effective Date unless otherwise agreed.
 - c) **Content License.** Should Customer purchase access to SaaS Applications containing audio-visual content (“Licensed Content”), NEOGOV grants to Customer a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other content, or create any derivative works of the Licensed Content.
 - d) **Program Documentation.** Program Documentation shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
 - e) **Prohibited Access.** You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

3. Professional Services. “Professional Services” shall mean professional consulting services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.
4. Segmentation. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
5. Payment Terms. Unless otherwise stated in an Ordering Document, Customer shall pay all Subscription fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) within thirty (30) days of Customer’s receipt of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated “Bill To” party on the Ordering Document. Unless explicitly provided otherwise, once placed the Ordering Document is non-cancellable and sums paid nonrefundable. Subscription Fees are based upon the Customer’s employee count and the amount of Customer Data NEOGOV maintains in its systems for Customer. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable NEOGOV invoice or Ordering Document. Failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in the Ordering Document, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term.
6. Term and Termination.
 - a) Term. Unless otherwise specified in an applicable Ordering Document, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party’s written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer’s use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy.
 - c) Effect of Termination. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Service Specifications. “Service Specifications” means the following documents, as applicable to the Services under your Order: Program Documentation, Service Schedules, Terms of Use, Security Statements, Retention, Cookie, and Privacy Policies. The Service Specifications describe and govern the Services. Online Service Specifications may be made available at <https://www.neogov.com/service-specifications> or provided upon Customer request. All applicable Service Specifications are incorporated into this Agreement. Excluding Service Schedules, NEOGOV may update the Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.
8. Maintenance, Modifications and Support Services.
 - a) Maintenance. NEOGOV maintains NEOGOV’s hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, NEOGOV database security, and integrity of Customer Data stored in the NEOGOV database. Preventive system maintenance is conducted by NEOGOV from time

to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks.

- b) **Modifications, Updates, and Upgrades.** NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. “Update” means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer’s next login to the Services following an Update at no additional cost to Customer. “Upgrade” means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer’s hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - c) **Training Materials.** Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV’s pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the “Training Materials”). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
 - d) **Implementation.** For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site, unless otherwise agreed in the Ordering Document. NEOGOV personnel will provide dedicated consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Personnel grasp the system.
 - e) **Support.** Phone support for the Services is available to Customer between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request).
 - f) **Limitations.** Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. **NEOGOV Intellectual Property.** NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

10. Data Processing and Privacy.

- a) **Customer Data.** “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively own all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services.
- b) **Platform Data.** “Platform Data” shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any Authorized User, including any end user visit, session, impression, clickthrough or click stream data, non-personal Usage Data, Account, Log, Device, Publication, Tracking, and Transaction Data as defined in NEOGOV’s Privacy Policy, and any statistical or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access,

and to permit Authorized Users to use and access, Platform Data of which NEOGOV makes available through the SaaS Applications solely for Customer's internal purposes.

- c) Privacy. NEOGOV shall process all data in accord with the NEOGOV Privacy Policy available at <https://www.neogov.com/privacy-policy>. The defined terms in the NEOGOV Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein.
 - d) Data Responsibilities. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data inside and outside the Services (including any personally identifiable information), and (iv) Customer database(s). NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. NEOGOV recommends Customer backup their Customer Data outside the Services if necessary. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
 - e) Service Usage. NEOGOV may set forth Fees for designated levels of usage and data storage within each SaaS Application (each a "Storage Quota"), beginning with the Fees payable by Customer for the levels of usage and data storage in effect as of the Effective Date. NEOGOV will use commercially reasonable efforts to notify Customer in writing if Customer has reached 80 percent of its then current Storage Quota and Customer may increase its Storage Quota and corresponding Fee obligations in accordance with NEOGOV's then current usage price tiers. Customer acknowledges that exceeding its then-current Service Allocation may result in service degradation for Customer and other NEOGOV customers and agrees that (i) NEOGOV has no obligation to permit Customer to exceed its then-current Storage Quota and (ii) Customer is not entitled to any Service Level Credit for periods during which Customer exceeds its then-current Storage Quota, regardless of whether the Services fail to meet any availability requirement during such period.
 - f) External Breach. In the event of a security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV will: (a) initiate remedial actions that are in compliance with applicable law and consistent with industry standards; and (b) notify you of the security breach, its nature and scope, and the remedial actions NEOGOV will undertake as determined solely by NEOGOV.
 - g) Internal Breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV immediately of the breach and steps you will take to remedy the breach.
11. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.
12. Representations, Warranties, and Disclaimers.
- a) Service Performance Warranty. NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

- b) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- c) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
- d) **Configurable Services.** The Services can be used in ways that do not comply with applicable laws and it is Customer’s sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. NEOGOV is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer.
- e) **Services Do Not Constitute Advice or Credit Reporting.** NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.
- f) **No Control of HR Practices.** You acknowledge that NEOGOV exercises no control over your specific human resource practices implemented using the Service or your decisions as to employment, promotion, termination, or compensation of any Personnel or Authorized User of the Service. You further agree and acknowledge that NEOGOV does not have a direct relationship with your employees and that you are responsible for all contact, questions, Customer Data updates and collection, with your employees. In addition, you are responsible for the privacy (including your own privacy policies governing your processing of Customer Data), collection, use, retention and processing of your Customer Data, and providing any and all notices and information to your employees regarding the foregoing, in compliance with all applicable laws. NEOGOV hereby disclaims all liability arising from your decisions and from harmful data or code uploaded to the Service by you and/or your employees, contractors or agents.
- g) **Customer Compliance.** Customer shall be responsible for ensuring that Customer’s use of the Services and the performance of Customer’s other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer’s use of the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. All users of the Services are obligated to abide by the Terms of Use available at <https://www.neogov.com/terms-of-use>. Customer shall take reasonable efforts to make all users, whether Authorized or unauthorized, aware of this Agreement's provisions as applicable to such user’s use of the Services and shall cause users to comply with such provisions.

13. Indemnification.

- a) Indemnity. Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, if Customer does the following:
 - i. Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
 - ii. Gives NEOGOV sole control of the defense and any settlement negotiations; and
 - iii. Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.
- b) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- c) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights. NEOGOV will not indemnify Customer for any intellectual property infringement claim(s) known to Customer at the time subscription rights are obtained.
- d) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

14. Limitations of Liability.

- a) Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- b) Limitation. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO

ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

- c) Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by NEOGOV to Customer. Each of these provisions is severable and independent of all other provisions of this Agreement.
15. Trial and Beta Services; Integrations. To the extent Customer utilizes Trial, Beta, or NEOGOV Integration Services, the Schedules relevant to such Services found at <https://www.neogov.com/service-specifications> are incorporated herein and shall supplement the Services Agreement.
16. E-Signatures.
 - a) E-Signature Provisioning & Consent. NEOGOV E-Forms and other electronically signed services (“E-Signatures”) are provided by NEOGOV for two counterparties (generally a government employer (the “sending party”) subscribing to NEOGOV Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by NEOGOV, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.
 - b) Right to Opt-Out of E-Signatures. You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOGOV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.
 - c) Electronic Download. If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, NEOGOV provides the opportunity to download and print a paper copy of the document at no charge. If you later withdrawn your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.
 - d) E-Signature Validity. PLEASE NOTE THAT NEOGOV’S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. NEOGOV HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE’S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY PARTICULAR STATE, OR ANY OTHER LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING NEOGOV’S E-SIGNATURE’S.
17. Relay of Content. NEOGOV relays content including, but not limited to, resumes, cover letters, applications, messages, questionnaire answers, responses, offer letters, and other materials. You acknowledge that you are asking NEOGOV to send this content on your behalf. We process, monitor, review, store, and analyze such content for data analysis, quality control, enforcement of the Terms of Use, security, content moderation, and to improve the SaaS Applications. As a result, or due to technical malfunction, in certain circumstances such content may be delayed or may not be delivered to the intended recipient. NEOGOV may notify you in such an event.
18. Text Message Communications. NEOGOV may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY

KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.
20. Cooperative Agreement. As permitted by law, it is understood and agreed by Customer and NEOGOV that any government entity other than Customer (the "New Entity") may purchase the services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity.
21. Publicity. Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement.
22. Authority. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
23. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.
24. Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void.
25. Entire Agreement; Amendment. This Services Agreement and documents incorporated herein (including all Service Specifications and Schedules), the applicable Ordering Document, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Ordering Document. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Ordering Document unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Ordering Document shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Ordering Document shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Ordering Document, 3) the applicable NEOGOV Services Agreement, Service Specifications, Schedules, and other incorporated documents, 4) Customer terms and conditions (if any). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.
26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer's State of residence, without giving effect to conflict of law rules.

27. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect.
28. Survival. Provisions that survive termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive.
29. Independent Contractor; Third Party Agreements. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
30. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Ordering Document and (ii) NEOGOV at 300 Continental Blvd., Suite 565, El Segundo, CA 90245.
31. Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
32. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

NEOGOV ORDERING FORM			
Employee Count:		Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@neogov.com	
Customer Information			
Customer Name:	Rancho Santiago Community College District (CA)	Customer Contact Name:	Tracie Green
Customer Address:	2323 N Broadway Santa Ana, CA 92706	Email Address:	green_tracie@rscdd.edu

Fee Summary			
Description of Subscriptions	SaaS Subscription Fees	Non-Recurring Professional Service Fees	Service Fee Sub-Totals
Insight Enterprise (IN)	(Pro-rated) \$17,774.38 (Annual) \$23,677.56	\$4,250.00	(Pro-rated) \$22,024.38 (Annual) \$23,677.56
Position Management (PM)	Included	Included	Included
Onboard (ON)	(Pro-rated) \$12,440.20 (Annual) \$16,571.80	\$3,125.00	(Pro-rated) \$15,565.20 (Annual) \$16,571.80
Hire Export Integration (HE)	(Pro-rated) \$1,126.02 (Annual) \$1,500.00	\$2,000.00	(Pro-rated) \$3,126.02 (Annual) \$1,500.00
On Site Training (OST)	\$0.00	\$3,000.00	\$3,000.00
		Order Total:	(Pro-rated) \$43,715.60 (Annual Recurring) \$41,749.36

A. Agreement and Applicable Modifications to the Agreement.

1. Agreement. This Ordering Document and the Services purchased herein are governed by the terms of the Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Document available at <https://www.neogov.com/service-specifications>, as well as the Service Specifications and applicable Schedules incorporated therein.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative. This Order Form may not be modified or amended except through a written instrument signed by the parties.

B. General Terms Summary.

1. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
2. The Effective Date. This Order is made and entered into as of the date of Customer signature on this Order Document (the "Effective Date").
3. SaaS Subscription(s) Start Date. The Effective Date.
4. Billing Frequency. Annual. Net 30 from Customer receipt of NEOGOV invoice.
5. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.
6. Offer Validity. This Order is valid for 30 days from the date of Customer receipt of this Ordering Document unless extended by NEOGOV.

C. Special Conditions (if any).

1. The Pro-Rated Term for Insight, Onboard, and Position Management shall commence September 30th, 2019 and expire on June 30th, 2020. Pro-Rated SaaS Subscription Fees shall be due net thirty (30) from Customer receipt of NEOGOV invoice. Annual SaaS Subscription Fee invoices shall commence after expiration of the Pro-Rated Term.
2. On Site Training shall consist of 2 Consecutive Days = 16 hours
3. The term of this Agreement shall not exceed 5 years from the Effective Date.
4. Section 5 (Payment Terms) shall be modified to the following: Payment Terms. Unless otherwise stated in an Ordering Document, Customer shall pay all undisputed Subscription fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") within thirty (30) days of Customer's receipt of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated "Bill To" party on the Ordering Document. Unless explicitly provided otherwise, once placed the Ordering Document is non-cancellable and sums paid nonrefundable, unless NEOGOV fails to perform this Agreement. Subscription Fees are based upon the Customer's employee count and the amount of Customer Data NEOGOV maintains in its systems for Customer. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable NEOGOV invoice or Ordering Document, unless otherwise disputed by Customer. Failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its payment obligations for NEOGOV's performance of obligations under this Agreement. Except as otherwise specifically stated in the Ordering Document, NEOGOV may change the

charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term.

5. Section 6 (Termination for Cause) shall be modified to the following: Termination for Cause. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV or Customer may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder become illegal under any applicable law, or final regulation.
6. The following clause shall be added to Section 8(e) (Support): NEOGOV understands that provision of reasonable support services is a material term of this Agreement.
7. Section 8(f) (Limitations) shall be modified as follows: Limitations. Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation, except to the extent required as part of NEOGOV's original scope of services under this Agreement or otherwise agreed as part of the scope of an Order or SOW.
8. Section 10(a) (Customer Data) is modified as follows: Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. Such license does not include any public hosting, use, processing, display, creation of non-personal derivative works of, and transmission of any Customer data protected by state and federal confidentiality laws, including but not limited to personnel and student data. NEOGOV is fully responsible for data integrity and security within the NEOGOV Servers.
9. Section 10(d) (Data Responsibilities) is modified as follows: Data Responsibilities. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer and NEOGOV shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data inside and outside the Services (including any personally identifiable information), and (iv) Customer database(s). NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. NEOGOV recommends Customer backup their Customer Data outside the Services if necessary. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall endeavor to not maintain any health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. . NEOGOV will protect the confidentiality and privacy of any personally identifiable information and other Customer Data and Confidential Information, if disclosed or provided to NEOGOV by Customer, including any agent, employee, or student of Customer.
10. Section 10(c) (Customer Data Use and Protection) is modified as follows: Customer Data Use and Protection: NEOGOV is prohibited from mining Data for the purpose of advertising or marketing to students or their parents. Customer Data shall not be shared with any third party without prior written consent of the individual subject of such data except as required by law. NEOGOV shall ensure that all Customer Data in its possession and in the possession of any agent is transferred to Customer or destroyed as Customer may direct, when Customer Data is no longer needed for the purpose herein, at the request of Customer. NEOGOV agrees to store and process Customer Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Customer Data from unauthorized access, disclosure, and use. NEOGOV will conduct periodic risk assessments. NEOGOV will also have a written incident response plan, to include prompt notification of the Customer in the event of a security or privacy incident, as well as best practices for responding to a breach of personally identifiable information. NEOGOV agrees to share its incident response plan upon request.
11. Section 11 (Nondisclosure) is modified as follows: Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.
12. Section 12(e) (Services Do Not Constitute Advice or Credit Reporting) is modified as follows: Services Do Not Constitute Advice or Credit Reporting. NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY EITHER PARTY AS LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT EITHER PARTY REQUIRES ANY SUCH ADVICE, THE PARTY REPRESENTS THAT IT WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. THE PARTIES SHOULD REVIEW APPLICABLE LAW IN ALL APPLICABLE JURISDICTIONS AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL

ADVICE. NEOGOV REPRESENTS THAT IT IS NOT A "CONSUMER REPORTING AGENCY" AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.

13. Section 12(f) (No Control of HR Practices) is modified as follows: No Control of HR Practices. You acknowledge that NEOGOV exercises no control over your specific human resource practices implemented using the Service or your decisions as to employment, promotion, termination, or compensation of any Personnel or Authorized User of the Service. You further agree and acknowledge that NEOGOV does not have a direct relationship with your employees and that you are responsible for all contact, questions, Customer Data updates and collection, with your employees. In addition, you are responsible for the privacy (including your own privacy policies governing your processing of Customer Data), collection, use, retention and processing of your Customer Data, and providing any and all notices and information to your employees regarding the foregoing, in compliance with all applicable laws. NEOGOV hereby disclaims all liability arising from your decisions and from harmful data or code uploaded to the Service by you and/or your employees, contractors or agents. Likewise, Customer hereby disclaims all liability arising from NEOGOV's decisions and operations relating to the Service including its employees, contractors or agents.
14. Section 13(c) (No Duty to Indemnify) is modified as follows: No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights. NEOGOV will not indemnify Customer for any intellectual property infringement claim(s) known to Customer at the time subscription rights are obtained. This subsection (c) does not apply to the extent NEOGOV's breach of this Agreement or negligence contributes to such cause of action against the Customer for which the Customer seeks indemnity.
15. Section 14(b) (Limitation) is modified as follows: Limitation. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED TWO TIMES (2X) THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.
16. Section 16 (Trial and Beta Services) is hereby replaced with the following: [Intentionally Omitted]
17. Section 21 (Publicity) is modified as follows: Publicity. Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement, except that NEOGOV shall not use the name of Customer, including any abbreviation thereof, without the permission of the Customer's Board, per Ed. Code 72000(i) to imply, indicate or otherwise suggest that NEOGOV is connected or affiliated with, or is endorsed, favored or supported by Customer, (ii) to display, advertise, or announce Customer's name publicly at or in connection with any meeting, assembly, or demonstration, or any propaganda, advertising or promotional activity of any kind which has for its purpose or any part of its purpose the support, endorsement, advancement, opposition or defeat of any strike, lockout, or boycott or of any political, religious, sociological, or economic movement, activity or program.
18. Section 22 (Authority) is modified as follows: Authority. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it. However, NEOGOV acknowledges that this Agreement is of no force or effect until signed by both parties and approved by the Board of Trustees of the Rancho Santiago Community College District. NEOGOV may not commence performance until such approval has been obtained.
19. Section 23 (Force Majeure) is modified as follows: Force Majeure. Neither party shall be liable to the other party for any damages, costs, expenses or other consequences incurred by the party or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond that party's reasonable control, including, without limitation: (a) acts of God; (b) changes in any federal or state law, or final regulation that would cause a party acting pursuant to this agreement to directly violate such law; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials due to force majeure; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.
20. Section 24 (Assignment) is modified as follows: Assignment. Neither party may assign this Agreement without the express written approval of the other party and any attempt at assignment in violation of this Section shall be null and void.
21. Section 29 (Independent Contractor) is modified as follows: Independent Contractor; Third Party Agreements. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. The parties acknowledge that nothing in this Agreement gives one party the right to bind or commit the other to any agreements with any third parties. This

Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

22. The following clause is added as Section 33 of the NEOGOV Services Agreement: Insurance Requirements. NEOGOV agrees that NEOGOV has a separate and independent obligation to procure insurance for the Customer. This requirement is in addition to and separate from NEOGOV's agreement to defend, indemnify and hold harmless the Customer. As part of this Agreement, NEOGOV agrees to procure the following insurance: NEOGOV agrees to maintain, in full force and effect, at NEOGOV'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 / Three Million Dollars (\$3,000,000) 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. Workers' Compensation insurance. This coverage is required unless NEOGOV 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. NEOGOV 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;
 - c. Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$2,000,000 per occurrence and in the aggregate.
 - d. Other Insurance Requirements
 - i. NEOGOV agrees to name Customer as Additional Insured under its Commercial General Liability policy.
 - ii. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation.
 - iii. NEOGOV's Insurance to be Primary. Any insurance or self-insurance maintained by the Customer, its board of trustees, officials, employees, volunteers, and agents shall be excess of the NEOGOV's insurance and shall not contribute with it.
 - iv. NEOGOV shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the Customer, which shall be subject to the Customer's approval for adequacy of protection. All certificates must be delivered before Services are to commence. However, failure to obtain the required documents prior to the Services beginning shall not waive the NEOGOV's obligation to provide them.
 - v. Waiver of Subrogation. NEOGOV hereby grants to Customer a waiver of any right to subrogation which any insurer of said NEOGOV may acquire against the Customer by virtue of the payment of any loss under such insurance. NEOGOV shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.
 - vi. An Umbrella Liability policy (or Excess Liability) may be used to provide additional Commercial General Liability, Automobile Liability, and Employers' Liability limits to meet Customer's minimum coverage requirements provided all requirements set forth herein are fully satisfied with respect to such policy.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer		Governmentjobs.com, Inc. (DBA "NEOGOV")	
Entity Name:	Rancho Santiago Community College District		
Signature:		Signature:	
Print Name:	Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services	Print Name:	
Date:		Date:	
With a copy to: (District Department Responsible for Contract)	Tracie Green Vice Chancellor, Human Resources Rancho Santiago Community College District 2323 N. Broadway, Suite 407 Santa Ana, CA 92706		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources

To:	Board of Trustees	Date: September 23, 2019
Re:	Approval of Fringe Benefit Providers for Calendar Year 2020	
Action:	Request for Authorization	

BACKGROUND

The Joint Benefits Committee annually reviews fringe benefit coverage and renewal proposals for District employees and retirees. The committee recommends that the District maintain its current fringe benefit providers for the 2020 calendar year.

ANALYSIS

The renewal rates are as follows:

- Blue Cross PPO - + 4.5%
- Blue Cross HMO - + 4.5%
- Delta Dental PPO – 0.00%
- Delta Dental HMO – 0.00%
- Kaiser HMO - -1.29%
- VSP - - 3.00%

Below are the recommended benefit providers for 2020:

<u>Company</u>	<u>Coverage</u>
Anthem BlueCross (PPO/HMO)	Health Care
Kaiser (HMO)	Health Care
Delta Dental (PPO/HMO)	Dental Care
MetLife Basic Life Insurance	District Paid Life Insurance
MetLife Voluntary Life Insurance	Voluntary Life Insurance
VSP Voluntary Vision	Voluntary Vision Plan
AFLAC	Voluntary - Cancer; Accident Insurance & Disability Insurance
MetLife	Auto/Home/Pet Insurance
	Hyatt Legal Plans
American Fidelity	Section 125 Plan Administrator
	Voluntary Cancer, Accident Insurance, & Disability Insurance.
United Pet Care	Voluntary veterinary discount plan.
Health Advocate	Employee Assistance Program

RECOMMENDATION

It is recommended that the Board of Trustees approve the renewal of these insurance programs at the negotiated rates and to authorize the Chancellor, or his designee, to enter into the appropriate agreements with the above companies for January 1, 2020 – December 31, 2020.

Fiscal Impact: Increase of Approximately \$1,074,000	Board Date: September 23, 2019
Prepared by: Don Maus, Director, Workplace Safety and Risk Management	
Submitted by: Tracie Green, 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)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
ANNUAL CONVENTION
Riverside, California–November 21-23, 2019

1 Board Member
(John Hanna)