

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
Board of Trustees (Regular meeting)
Monday, February 3, 2020
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 January 13, 2020

Action

1.6 Approval of Consent Calendar

Action

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

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

1.7 Public Hearing – Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District

- 1.8 Public Hearing - Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Continuing Education Faculty Association

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
 - Orange County Community Colleges Legislative Task Force

3.0 INSTRUCTION

- *3.1 Approval of Educational Affiliation Agreement with NeuroRestorative Action
The administration recommends approval of the educational affiliation agreement with NeuroRestorative located in Irvine, California, as presented.
- *3.2 Approval of Educational Affiliation Agreement Renewal with Manhattan Beach Unified School District (USD) Action
The administration recommends approval of the educational affiliation agreement renewal with Manhattan Beach USD located in Manhattan Beach, California, as presented.
- *3.3 Approval of Satellite Coffee Cart Agreement with Sheera LLC dba Sheera Express Action
The administration recommends approval of the Satellite Coffee Cart agreement with Sheera LLC, dba Sheera Express located in Beverly Hills, California, as presented.
- *3.4 Approval of Student Affiliation Agreement Renewal between RSSCD which operates Santa Ana College (SAC) and Hoag Memorial Hospital Presbyterian Action
The administration recommends approval of the student affiliation agreement renewal between RSCCD which operates SAC and Hoag Memorial Hospital Presbyterian located in Newport Beach, California, as presented.
- *3.5 Approval of Amendment No. 1 for Professional Services Agreement between City of Glendale and RSCCD on behalf of Santa Ana College Action
The administration recommends approval of Amendment No. 1 for the professional services agreement between the City of Glendale and RSCCD on behalf of SAC, as presented.

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

- *3.6 Approval of Amendment to Sponsorship Agreement with Bottling Group, LLC, a Delaware Limited Liability Company, and Its Affiliates and/or Their Respective Subsidiaries Collectively Comprising Pepsi Beverages Company Action
The administration recommends approval of the amendment to the sponsorship agreement with Bottling Group, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, which has an office located in Aliso Viejo, California, as presented.
- *3.7 Approval of Proposed Revisions for 2020-2021 Santa Ana College Catalog Action
The administration recommends approval of the proposed revisions for the 2020-2021 SAC catalog.
- *3.8 Approval of Professional Services Agreement with Twenty Fifth Hour Communications, Inc. Action
The administration recommends approval of the professional services agreement with Twenty Fifth Hour Communications, Inc.

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, Transfers, and Intrafund and Interfund Transfers Action
The administration recommends approval of budget increases/decreases, transfers, and intrafund and interfund transfers from November 20, 2019, to January 21, 2020.
- *4.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended December 31, 2019 Action
The administration recommends approval of the CCFS-311Q for the period ended December 31, 2019, as presented.
- 4.4 Quarterly Investment Report as of December 31, 2019 Information
The quarterly investment report as of December 31, 2019, is presented as information.
- *4.5 Approval of Utilization of California Multiple Award Schedule (CMAS) Contracts #4-18-78-0032B and #4-07-51-0019A to Deere & Company Action
The administration recommends approval of the utilization of the CMAS contracts #4-18-78-0032B and #4-07-51-0019A to Deere & Company for landscaping equipment, including renewals, future addendums, supplements and extensions as presented.

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

- *4.6 Approval of Donation of Vehicle – 2007 BMW X3 Action
The administration recommends approval of the acceptance of the donation of the 2007 BMW X3 as presented.
- *4.7 Approval of Donation of Vehicle – 2010 Toyota Prius II Action
The administration recommends approval of the acceptance of the donation of the 2010 Toyota Prius II as presented.
- *4.8 Approval of Disposal of Surplus Vehicle Action
The administration recommends approval of disposal of a surplus vehicle, declaring the 2012 Ford Escape as surplus property and utilizing Ken Porter Auctions to conduct an auction as presented.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- Strong Workforce Program – Local Share (SAC/SCC) \$ 2,521,649
- Strong Workforce Program – Regional Share (District) \$20,119,356
- *5.2 Approval of Sub-Agreement between RSCCD and Santa Clarita Community College District/College of the Canyons for Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *5.3 Approval of Professional Services Agreement with Ad Astra Information Systems, LLC Action
The administration recommends approval of the professional services agreement with Ad Astra Information Systems, LLC, 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 Board Member Comments Information

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

RECESS TO CLOSED SESSION

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

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

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

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

2. **Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (3 cases)**

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

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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of New Appointments
- Approval of Spring 2020 Step Increases for FARSCCD Part-time Faculty Hourly Rates

6.1 Management/Academic Personnel (cont.)

- Approval of Spring 2020 Step Increases for FARSCCD Full-time Faculty Beyond Contract Rates
- Ratification of Resignations/Retirements
- Approval of Additional 2019-2020 Contract Extension Days
- Approval of Leaves of Absence
- Approval of Column Changes
- Approval of CEFA Step Increases
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Intern Services

6.2 Classified Personnel

Action

- Approval of Changes in Grade
- Approval of New Appointments
- Approval of Hourly Ongoing to Contract Assignments
- Approval of Temporary to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Leaves of Absence
- Approval of Voluntary Furloughs
- Ratification of Resignations/Retirements
- Approval of Changes in Position
- Approval of Short Term Assignments
- Approval of Changes in Temporary Assignment
- Approval of Additional Hours for Ongoing Assignment
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Approval of Costs Incurred for Community College Faculty Job Summit

Action

It is recommended that the board approve payment by RSCCD to the Anaheim Majestic Garden Hotel in the amount of \$17,212.42.

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on February 24, 2020.

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

Board of Trustees
(Regular meeting)

Monday, January 13, 2020

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:34 p.m. by Ms. Claudia Alvarez. Other members present were Ms. Arianna Barrios, Mr. John Hanna, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, Mr. Phillip Yarbrough, and Mr. Theodore Moreno.

Administrators present during the regular meeting were Ms. Tracie Green, Mr. Peter Hardash, Dr. John Hernandez, Dr. Jeffrey Lamb, Mr. Marvin Martinez, and Mr. Enrique Perez. 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. Mariano Cuellar, Student President, Santa Ana College (SAC).

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza to approve the minutes of the regular meeting held December 9, 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.

1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Mr. Moreno to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 3.6 (Amended Apprenticeship Cost Agreements and Hourly Rate Increase) removed from the Consent Calendar by Mr. Hanna. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough. Student Trustee Moreno’s advisory vote was aye.

3.1 Approval of Amendment for Santa Ana College Community Services Program Revenue Contract MA-026-20010954 between County of Orange District Attorney and Rancho Santiago Community College District on behalf of Santa Ana College Community Services Program

The board approved the amendment for the SAC Community Services Program Revenue Contract MA-026-20010954 between the County of Orange District Attorney and RSCCD on behalf of SAC Community Services program as presented.

3.2 Approval of Memorandum of Understanding (MOU) between Coast Community College District (CCCD) on behalf of Coastline Community College and Rancho Santiago Community College District on behalf of Santa Ana College

The board approved the MOU between CCCD on behalf of Coastline Community College and RSCCD on behalf of SAC as presented.

3.3 Approval of Renewal of Rancho Santiago Community College District Professional Services Agreement with PGINET Consulting

The board approved the renewal of the RSCCD professional services agreement with PGINET Consulting located in Fullerton, California as presented.

3.4 Approval of Proposed Revisions for 2020-2021 Santa Ana College Catalog

The board approved proposed revisions for the 2020-2021 SAC catalog.

3.5 Approval of Proposed Revisions for 2019-2020 Santiago Canyon College (SCC) Catalog Addendum and/or 2020-2021 College Catalog

The board approved the proposed revisions for the 2019-2020 SCC catalog addendum and/or 2020-2021 catalog as presented.

3.7 Approval of Professional Services Agreement with Plastic Surgery Studios

The board approved the professional services agreement with Plastic Surgery Studios as presented.

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

The board approved the professional services agreement with Gregg D. Ander, LLC as presented.

1.6 Approval of Consent Calendar (cont.)

- 3.9 Approval of Professional Services Agreement with Terry A. Schmidt
The board approved the professional services agreement with Terry A. Schmidt as presented.
- 3.10 Approval of Professional Services Agreement with Vital Link Orange County
The board approved the professional services agreement with Vital Link Orange County as presented.
- 4.1 Approval of Payment of Bills
The board approved payment of bills as submitted.
- 4.2 Approval of Budget Increases/Decreases, Transfers, and Intrafund and Interfund Transfers
The board approved budget increases/decreases, transfers, and intrafund and interfund transfers from September 1, 2019, to December 17, 2019.
- 4.3 Approval of Contract for Independent Audit Services
The board approved the contract for independent audit services for fiscal year 2019-2020 with Eide Bailly, LLP and authorized the Vice Chancellor, Business Operations/Fiscal Services to enter into the agreement on the district's behalf as presented.
- 4.4 Approval of Agreement with PBK Architects, Inc. for Architectural and Engineering Services for Safety and Security Renovations at District Operations Center, Santa Ana College and Santiago Canyon College
The board approved the agreement with PBK Architects, Inc. for architectural and engineering services for the safety and security renovations at the District Operations Center, SAC and SCC as presented.
- 4.5 Approval of Amendment to Agreement with HL Construction Management for Cost Estimating Consulting Services for Campus Entrance Improvements Project at Santiago Canyon College
The board approved the amendment to the agreement with HL Construction Management for cost estimating consulting services for the campus entrance improvements at SCC as presented.
- 4.6 Approval of Amendment to Agreement with Kitchell for Constructability Review Services for Campus Entrance Improvements Project at Santiago Canyon College
The board approved the amendment to the agreement with Kitchell for constructability review services for the campus entrance improvements at SCC as presented.

1.6 Approval of Consent Calendar (cont.)

4.7 Approval of Amendment to Agreement with Converse Consultants for Environmental Consulting Services for Orange Education Center (OEC) at Santiago Canyon College

The board approved the amendment to the agreement with Converse Consultants for environmental consulting services at OEC at SCC as presented.

4.8 Approval of Amendment #2 to Agreement with Cambridge West Partnership, LLC for Information Technology (IT) Consulting Services

The board approved the amendment to the agreement with Cambridge West Partnership, LLC for IT consulting services as presented.

4.9 Approval of Amendment to Agreement with Cambridge West Partnership, LLC

The board approved the amendment to the agreement with Cambridge West Partnership, LLC as presented.

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

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

4.11 Approval of Vendor Name Change

The board approved the vendor name change request from Xlnt Tint to Budget Holdings, Inc. as presented.

4.12 Approval of Purchase Orders

The board approved the purchase order listing for the period November 10, 2019, through December 14, 2019.

5.1 Approval of Resource Development Items

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

- California Work Opportunity and Responsibility to Kids \$ 478,116
(CalWORKs)/Work Study/Temporary Assistance for
Needy Families (TANF) (SAC)
- Early Head Start (District Office [DO]) \$1,937,434
- Governor's Office of Business & Economic Development \$ 50,000
(GOBiz) Capital Infusion Program (CIP) Grant (DO)
- Governor's Office of Business & Economic Development \$ 300,000
(GOBiz) Small Business Technical Assistance Expansion
Program (TAEP) Grant (DO)

1.6 Approval of Consent Calendar (cont.)

5.1 Approval of Resource Development Items (cont.)

- Project RAISE (Regional Alliance in Science, Technology, Engineering and Math [STEM] Education) – Year 4 (SAC & SCC) \$ 40,000
- United States Small Business Administration/California State University, Fullerton – Orange County/Inland Empire Regional Small Business Development Center Network (DO) \$ 300,000
- Urban Agriculture Community-Based Research Experience (U-ACRE 3.0) – Year 4 (SAC) \$ 16,500

5.2 Approval of First Amendment to Sub-Agreement between RSCCD and Long Beach Community College District/Long Beach City College for Key Talent Administration and Sector Strategy Fiscal Agent Grant

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

5.3 Approval of Professional Service Agreement with Jennifer Walsvick

The board approved the professional service agreement with Jennifer Walsvick and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

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

There were no public comments.

1.8 Informational Presentation on the Budget

Mr. Hardash provided a presentation on the budget. Board members received clarification on data related to the presentation from Mr. Hardash.

1.9 Strategic Planning and Enrollment Management Update

Mr. Enrique Perez, Dr. Marilyn Flores, and Dr. Jeffrey Lamb provided a presentation on strategic planning and enrollment management update. Board members received clarification on data related to the presentation from Mr. Perez, Dr. Flores, and Dr. Lamb.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

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

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

2.3 Report from Student Trustee

Mr. Moreno provided a report to the board.

2.4 Reports from Student Presidents

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

Mr. Mariano Cuellar, Student President, Santa Ana College
Mr. Ernesto Garza, Associate Justice, Santiago Canyon College

2.5 Report from Classified Representative

There was no representation from classified staff.

2.6 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

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

2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Mr. Hanna provided a report on the January 6, 2020, Board Facilities Committee meeting.

3.0 INSTRUCTION

Items 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 3.8, 3.9, and 3.10 were approved as part of Item 1.6 (Consent Calendar).

3.6 Approval of Amended Apprenticeship Cost Agreements and Hourly Rate Increase

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza to approve the amended apprenticeship cost agreements and hourly rate increase as presented. Mr. Hanna expressed his intention to abstain from the vote on this item due to a potential conflict of interest and left the room at this time. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough; and a vote of abstention from Mr. Hanna (that was noted before he left the room). Student Trustee Moreno’s vote was aye.

Mr. Hanna returned to the meeting after the vote.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

5.0 GENERAL

Items 5.1, 5.2, and 5.3 were approved as part of Item 1.6 (Consent Calendar).

5.4 Adoption of Board Policies

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza to adopt the following new and revised board policies:

- Board Policy (BP) 2710 Conflict of Interest
- BP 3821 Gift Ban Policy

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

5.5 Board Member Comments

Board members expressed best wishes for the new year to everyone.

Mr. Moreno thanked staff for all they do in assisting students to reach their educational goals.

As a member of the Association of Community College Trustees (ACCT) Public Policy and Advocacy Committee, Mr. Yarbrough reported he plans to have the committee address the Deferred Action for Childhood Arrivals (DACA) issue at its February meeting.

Ms. Mendoza asked for the dates of the board’s accreditation training and the board retreat. Mr. Martinez indicated that the board’s accreditation training will be incorporated as part of the April board meeting, and the board retreat will most likely be held sometime in March.

5.5 Board Member Comments (cont.)

Mr. Hanna asked that an annual training on The Brown Act be scheduled, as well as presentations related to the Conflict of Interest and Gift Ban policies. Mr. Hanna explained that both policies had changes to the policies to clarify the language of an employee assisting in raising money for the district. Mr. Hanna asked the chancellor to ensure language in the administrative regulation include an annual presentation on the Conflict of Interest and Gift Ban policies.

Ms. Alvarez encouraged everyone to participate in a service-oriented activity in honor of Martin Luther King Day on January 20.

Ms. Alvarez indicated the Women's March will be held in downtown Santa Ana on January 18.

Ms. Alvarez indicated that the board is interested in DACA students, and DREAMer (Development, Relief, and Education for Alien Minors) students and their parents. She spoke of the importance of family and her good friend's father who passed away on December 22, 2019. She indicated he was a humble man who didn't finish elementary school but lived to see all five of his children at least earn a Master's degree.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:44 p.m. to consider the following items:

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

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

Anthony Rabiola v. Rancho Santiago Community College District, Orange County Superior Court
Case No. 30-2019-01115249-CU-OE-CJC

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

3. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

4. 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, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association (CEFA)
Unrepresented Management Employees
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
6. Student Expulsion (pursuant to Education Code 72122)
Student I.D. #1541047

Mr. Moreno left the meeting after participating in the discussion and vote on the student expulsion item during closed session.

Mr. Hernandez left the building during closed session at 9:10 p.m.

RECONVENE

The board reconvened at 9:17 p.m.

Closed Session Report

Mr. Yarbrough reported the board discussed a student expulsion and took action not to expel Student I.D. #1541047 during closed session 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.

In addition, Mr. Yarbrough reported during closed session the board discussed public employment, existing litigation, anticipated/potential litigation, labor negotiations, and public employee discipline/dismissal/release, and the board took action to not renew an evergreen clause in an administration contract with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

It was moved by Ms. Barrios and seconded by Mr. Yarbrough 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. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.1 Management/Academic Personnel (cont.)

- Approve Changes of Assignment/Interim to Permanent
- Approve Spring 2020 Step Increases for CEFA Part-time/Hourly Faculty
- Approve Appointments
- Approve Hiring of Temporary Faculty Members
- Approve Extensions of Temporary Long-term Substitute
- Approve Adjusted Final Salary Placements
- Approve 2019-2020 Contract Extension Days
- Approve Leaves of Absence
- Approve Beyond Contract/Overload Stipends
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

6.2 Classified Personnel

It was moved by Ms. Barrios and seconded by Mr. Yarbrough 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. Labrado, Ms. Mendoza, and Mr. Yarbrough.

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

6.3 Presentation of Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District

It was moved by Ms. Barrios and seconded by Mr. Yarbrough to receive the bargaining proposal and schedule a public hearing for February 3, 2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.4 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Continuing Education Faculty Association (CEFA)

It was moved by Ms. Barrios and seconded by Mr. Yarbrough to receive the bargaining proposal and schedule a public hearing for February 3, 2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

6.5 Adoption of Resolution No. 20-01 authorizing payment to Trustee Absent from Board Meetings

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza to adopt the resolution authorizing payment to Arianna Barrios for her absence from the December 9, 2019, board meeting due to a business commitment. The motion carried with the following vote: Aye – Ms. Alvarez, Mr. Hanna, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough, and a vote of abstention from Ms. Barrios.

7.0 **ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on February 3, 2020.

There being no further business, Ms. Alvarez declared the meeting adjourned at 9:19 p.m., in memory of Professor Terry Bales, a retired SAC faculty member who passed away on December 20, 2019, who during his tenure taught classes in film and television history, broadcast news production, mass media and society, electronic media, print journalism, and public relations; and Mr. Ray Mendoza, who passed away on December 26, 2019, who along with his wife, Toni, donated financial resources to support the creation and installation of five bronze busts (to date) at SCC, financially supported SCC College Assistance Migrant Program (CAMP) students, and are members of SCC President's Circle.

Respectfully submitted,

Marvin Martinez, Chancellor

Approved: _____
Clerk of the Board

Minutes approved: February 3, 2020

Ray Mendoza

1932 - 2019

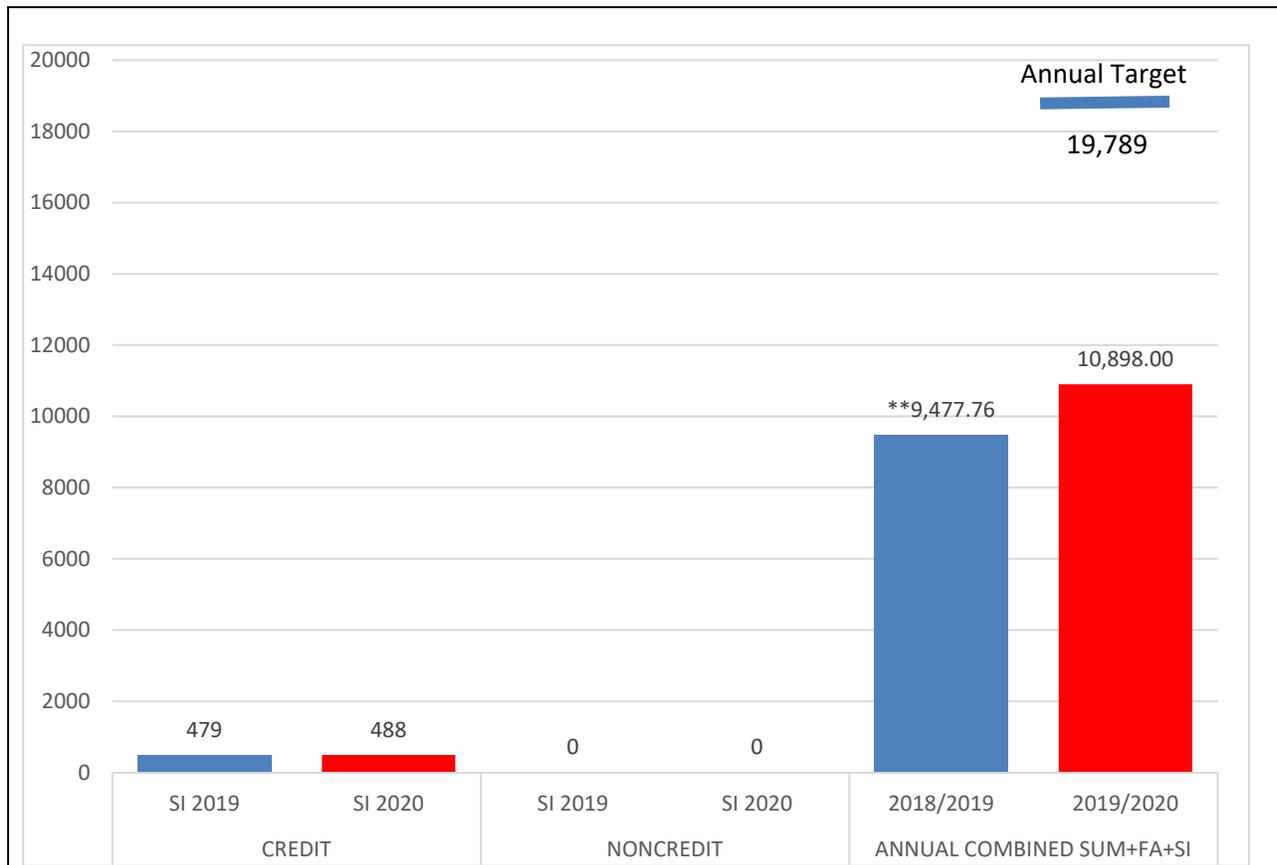


Reynaldo "Ray" Mendoza, age 87, of Santa Ana, California passed away peacefully at his home surrounded by his loving wife, Toni, family and friends on Thursday, December 26, 2019. Ray was born February 20, 1932. Ray Mendoza joined Laborer's Local #652 in Santa Ana, California in 1951. His commitment to the union was immediately recognized and he was hired as a Dispatcher in 1955. In 1957, Ray was appointed Business Manager of Local #652 and elected in 1958, and re-elected in 1960 and 1963. Ray served as Trustee on Special Assignment for the Laborer's International Union from 1963 through 1965 at which time he was appointed as the first Latino International Representative. He was promoted to Assistant Regional Manager in 1968 with jurisdiction responsibility for California, Arizona, Nevada, and Hawaii. During his tenure as Assistant Regional Manager, Ray served as Trustee for various locals from 1977 through 1985 and again in 2002. Ray proudly served the members of the Laborer's Union until his retirement in January of 1986. In addition to his duties as a Laborer's Union representative, Ray has been bestowed the honor of being appointed and elected as Vice-President of the California Labor Federation, and Executive Board Member of the California Building Trades Council. Ray Mendoza studied Labor Relations in the [UCLA](#) Extension Division and [Harvard University](#) Trade Union Program. He was appointed by the Laborer's International General President, Joseph Moreschi, to a five-man panel Education Committee upon the recommendation of the late Vice President, Lee Lalor. In 1974, Ray was honored as Orange County's Man of the Year and was the recipient of the Harold Chandler Scholarship Award. In addition, Ray was the founder of the Labor Council for Latin American Advancement and served as the Council's first President. Ray's entire professional life has been dedicated to the hard working men and women of the Laborer's International Union of North America, who are deeply appreciative for all he has done for the members of the Union. Ray Mendoza was inspired by the following quote that guided him throughout his life. The famous Jacobean poet, preacher, convert from Roman Catholicism, Anglican Priest, and sometime dean of St. Paul's Cathedral, London John Donne wrote the frequently quoted words: "No man is an island, entire unto himself," and, "Each man's death diminishes me, for I am involved with mankind. Therefore, send not to know for whom the bell tolls, it tolls for thee." Private interment. www.fairhavenmemorial.com



SAC 2019/2020 Intersession Enrollment Report

*Date: 1/9/20



FTES Target

Terms	2019/2020	DIFF	PCT
Credit SI Target	570.00		
Credit SI Projection	570.00	0.00	0%
Noncredit SI Target	0.00		
Noncredit SI Projection	0.00		
Annual Target	19789.00		
Annual Projection	19671.00	-118.00	-1%

NOTES:

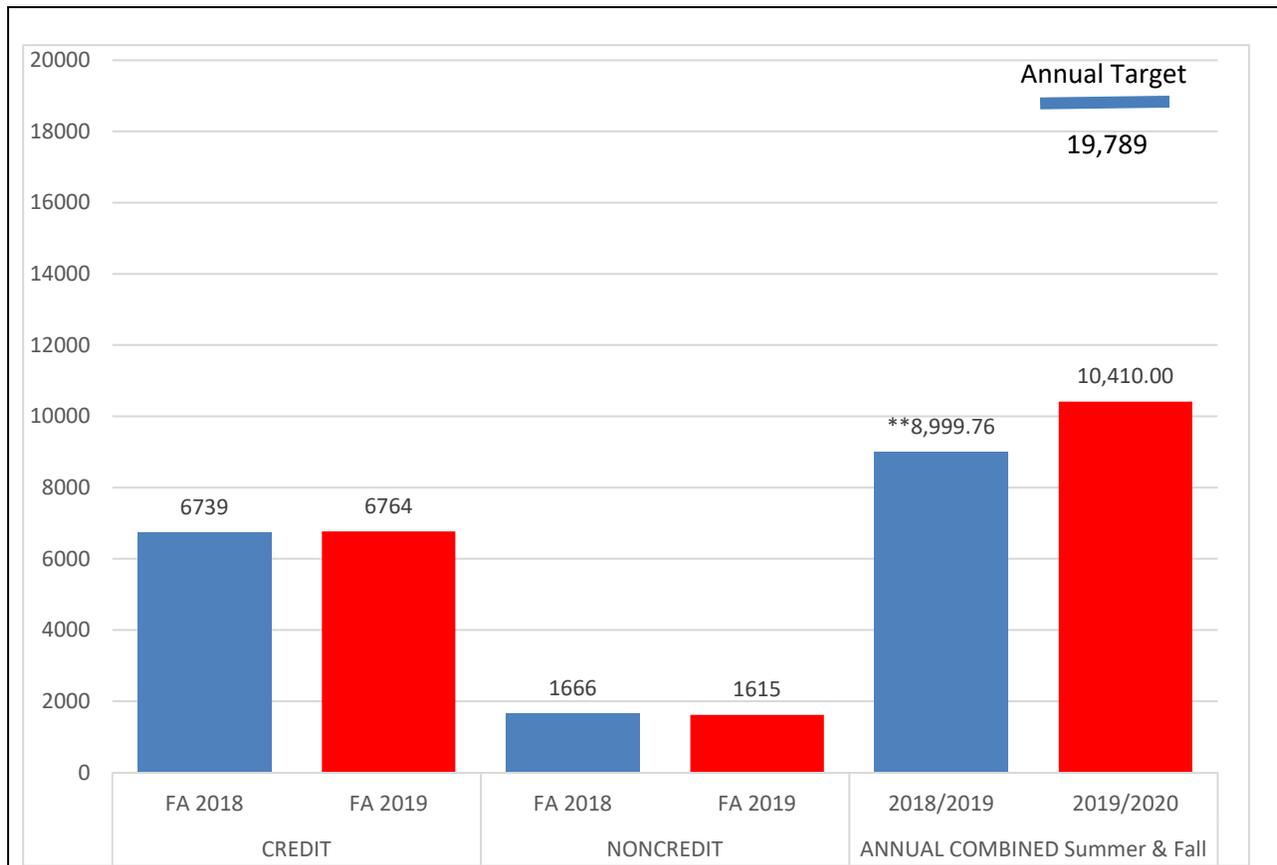
* This report represents a “moment in time” comparison between like terms.

**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.



SAC 2019/2020 Fall Enrollment Report

*Date: 1/9/20



FTES Target

Credit FA Target	6860.00		
Credit FA Projection	6792.00	-68.00	-1%
Noncredit FA Target	1683.00		
Noncredit FA Projection	1616.00	-67.00	-4%
Annual Target	19789.00		
Annual Projection	19671.00	-118.00	-1%

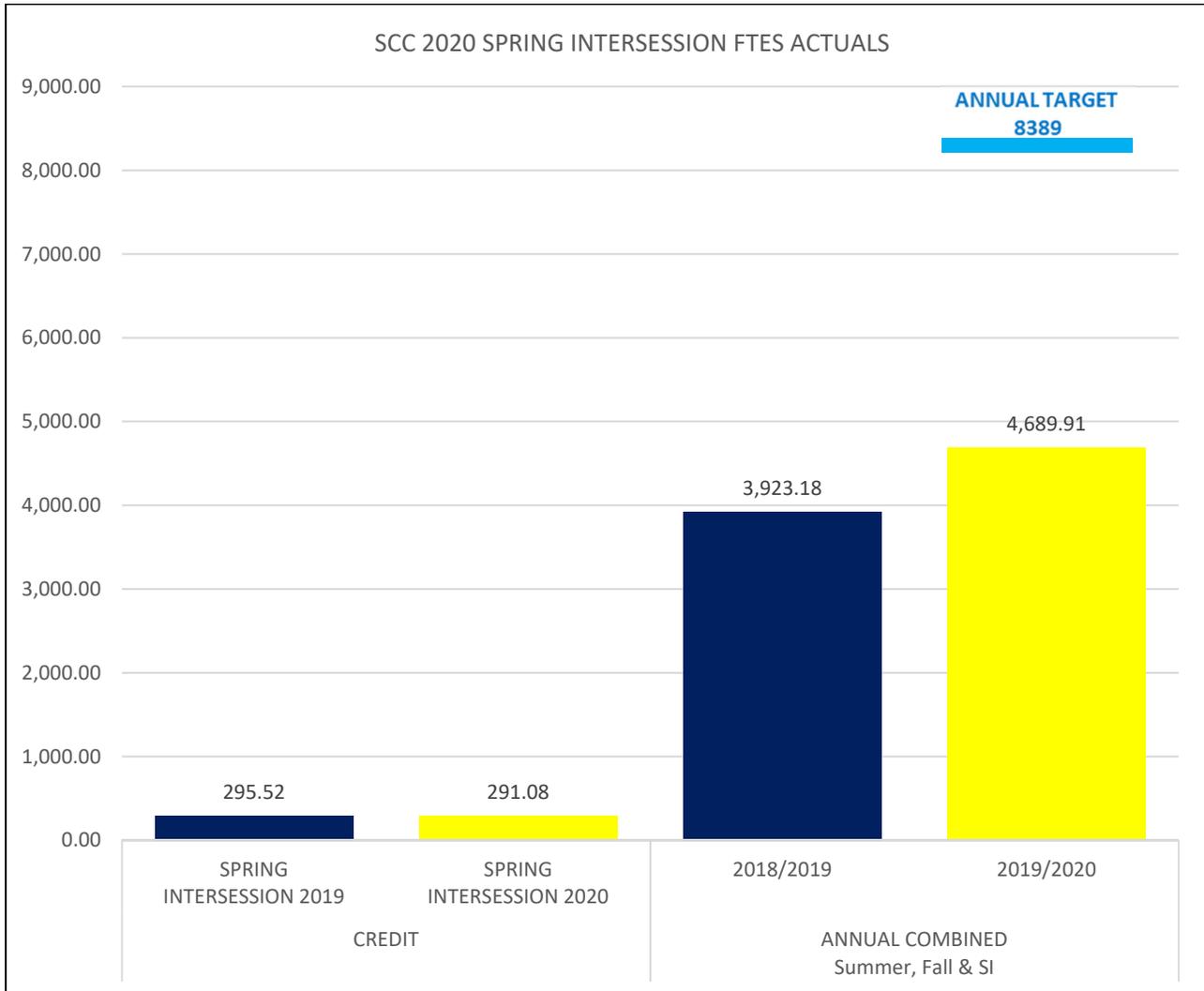
NOTES:

* 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
1/10/2020



FTES TARGETS

TERMS	2019/2020	DIFF	PCT
Credit Spring Intercession Target	300		
Credit Spring Intercession Projection	291	-9.00	-3.0%
Annual Target	8389		
Annual Projection	8389	0	0.0%

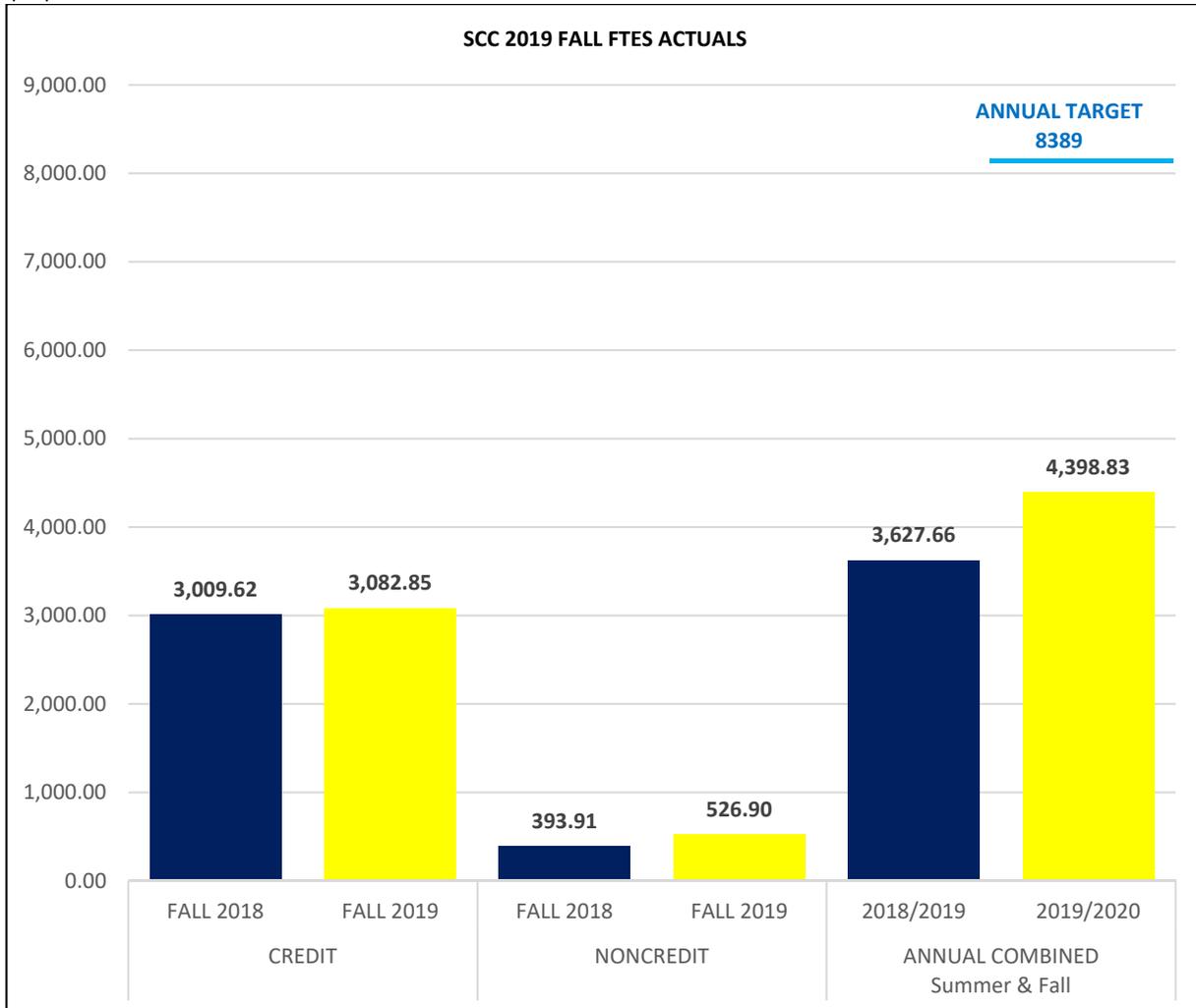
NOTES:

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

SOURCE: Executive Dashboard Report



SCC 2019/2020 ENROLLMENT REPORT
1/10/2020



FTES TARGETS

TERMS	2019/2020	DIFF	PCT
Credit Fall Target	3015		
Credit Fall Projection	3079	+64.00	+2.1%
Noncredit Fall Target	420		
Noncredit Fall Projection	527	+107.00	+25.5%
Annual Target	8389		
Annual Projection	8389	0	0.0%

NOTES:

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

SOURCE: Executive Dashboard
Report

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

To:	Board of Trustees	Date: February 03, 2020
Re:	Approval of Educational Affiliation Agreement with NeuroRestorative	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement with NeuroRestorative (“Educational Agreement”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Educational Agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement with NeuroRestorative, located in Irvine, California, as presented.

Fiscal Impact:	None	Board Date: February 03, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and NeuroRestorative (“Clinical Facility”), located at 163 Technology Dr. Ste 200, Irvine, CA 92618.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

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

B. For Program Planning

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

term and subject to revision in instances of conflicts with Clinical Facility patient care responsibilities and/or District interests.

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

PART III. GENERAL RESPONSIBILITIES OF THE CLINICAL FACILITY

A. For the Program in General

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

curricula.

7. The Clinical Facility will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. Insurance:

1. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

- b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
 - c. Statutory Workers' Compensation coverage for staff and students participating in the rotation.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
 - e. District will provide Clinical Facility Certificates of Insurance evidencing such coverage upon request.
2. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
 - b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
 - c. Workers' Compensation insurance covering Clinical Facility's full liability as required by California law.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
 - e. Clinical Facility will provide District Certificates of Insurance evidencing such coverage upon request.

C. Indemnification

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

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

PART VII OTHER TERMS

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This

holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.

- D. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days after mailing.

To Clinical Facility:

NeuroRestorative
Attn: Bruce W Kuluris, Vice President Operations
163 Technology Dr. Ste. 200
Irvine, CA 92618

To District:

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

With a copy to:

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

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

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

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

District:
Rancho Santiago Community College
District
2323 N. Broadway, Santa Ana, CA 92706

Clinical Facility:
NeuroRestorative
163 Technology Dr. Ste 200, Irvine, CA 92618

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services



Bruce W Kuluris
Vice President Operations

Date

12/04/2019

Date

SAC-20-002

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: February 03, 2020
Re: Approval of Educational Affiliation Agreement Renewal with Manhattan Beach USD	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This educational affiliation agreement renewal with Manhattan Beach USD (“Renewal Agreement”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This Renewal Agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this educational affiliation agreement renewal with Manhattan Beach USD, located in Manhattan Beach, California, as presented.

Fiscal Impact: None	Board Date: February 03, 2020
Prepared by: Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by: Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT
Occupational Therapy Assistant Program

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Occupational Therapy Assistant Program (“College”) and Manhattan Beach USD (“Clinical Facility”), located at 325 S. Peck Avenue, Manhattan Beach, CA 90266.

PART I. BASIS AND PURPOSE OF AGREEMENT

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

A. For the Program in General

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

B. For Program Planning

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

term and subject to revision in instances of conflicts with Clinical Facility patient care responsibilities and/or District interests.

2. District has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected Clinical Facility personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.

C. For Occupational Therapy Assistant Program Students

1. District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Clinical Facility for clinical instruction meet both District and Clinical Facility standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

PART III. GENERAL RESPONSIBILITIES OF THE CLINICAL FACILITY

A. For the Program in General

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

- b. Professional liability insurance for each student participating in the rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate,
 - c. Statutory Workers' Compensation coverage for staff and students participating in the rotation.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
 - e. District will provide Clinical Facility Certificates of Insurance evidencing such coverage upon request.
2. Insurance Carried by Clinical Facility. Clinical Facility shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:
- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.
 - b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
 - c. Workers' Compensation insurance covering Clinical Facility's full liability as required by California law.
 - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, modified, or reduced except after thirty (30) days' prior to written notice.
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C. Indemnification

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

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

curricula.

7. The Clinical Facility will confer with the District prior to making a commitment for new or expanded use of its clinical facilities by any other Occupational Therapy Assistant Program that interfere with current student placement.

B. For Services and Facilities

1. The Clinical Facility will permit the educational use of such supplies and equipment as are commonly available for patient care.
2. The Clinical Facility will permit use of the following facilities and services by District Occupational Therapy Assistant Program students and faculty at such times and to the degrees considered feasible by the Clinical Facility.
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1. The Clinical Facility may refuse access to its clinical areas to Occupational Therapy Assistant Program students or district faculty who do not meet its employee standards for safety, health, cooperation, or ethical behavior pending investigation and resolution of the matter by the Clinical Facility and the District.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. Insurance:

1. Insurance Carried by the District. District shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows
 - a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

PART VII OTHER TERMS

- A. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
- B. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This

holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator

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

To Clinical Facility:

Manhattan Beach USD
Attn: Kim Johnson, Director, Children's Services
325 S. Peck Avenue
Manhattan Beach, CA 90266

To District:

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

With a copy to:

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

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

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

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

District:
Rancho Santiago Community College
District
2323 N. Broadway, Santa Ana, CA 92706

Clinical Facility:
Manhattan Beach USD
325 S. Peck Avenue, Manhattan Beach, CA 90266

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

Kim Johnson
Director, Children's Services

Date

Date

SAC-20-005

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

To:	Board of Trustees	Date: February 3, 2020
Re:	Approval of Satellite Coffee Cart Agreement with Sheera LLC, dba Sheera Express	
Action:	Request For Approval	

BACKGROUND

For more than twenty (20) years, Santa Ana College (SAC) Auxiliary Services has provided coffee cart services to students, faculty and staff. The contract with the current vendor has been in place for more than five (5) years. The Rancho Santiago Community College District recently issued a Request for Proposal (“RFP”) and the Board of Trustees awarded the RFP to Sheera LLC, dba Sheera Express (“Sheera Express”) in September of 2019.

ANALYSIS

Sheera Express will operate a coffee cart in the area in front of the SAC Neally Library starting in the Spring 2020 term under the terms and conditions of a Satellite Coffee Cart Agreement (“Satellite Agreement”). The Satellite Agreement will be in effect for two (2) years with optional renewals of three (3), one (1) year renewals not to exceed five (5) years unless sooner terminated by either party. They will offer a varied menu that will serve the needs of students, faculty, and staff with an emphasis on product quality, variety, pricing and sustainable practices.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Satellite Coffee Cart Agreement with Sheera LLC, dba Sheera Express, located in Beverly Hills, California, as presented.

Fiscal Impact:	\$12,000.00 Estimated Annual Revenue	Board Date: February 3, 2020
Prepared by:	Simon B. Hoffman, Ed.D., Vice President, Administrative Services Jennie Adams, Director, Auxiliary Services	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

SATELLITE COFFEE CART AGREEMENT

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 N Broadway, Santa Ana, California on behalf of Santa Ana College Auxiliary Services (“College”) and Sheera LLC, dba Sheera Express (“Service Provider”), located at 443 N Bedford Dr., Beverly Hills, CA 90210.

PART I. BASIS AND PURPOSE OF AGREEMENT

WHEREAS, College and Service Provider acknowledge the need to offer quality satellite coffee cart services to our students, faculty, and staff on campus at Santa Ana College.

NOW, THEREFORE, College and Service Provider do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES OF DISTRICT

- A. College shall make available to the Service Provider, during the duration of this agreement, outside space next to the corner of the Library building at Santa Ana College for the purpose of installing a satellite coffee cart.
- B. College will be responsible for providing power and water (220v or 110v) as required for the operation of the satellite cart and will pay for usage.
- C. College shall provide maintenance of outside areas.
- D. College will provide storage for cart on site during times when operation is closed.
- E. College reserves the right to have a designated representative review, inspect and evaluate the operation and condition of the coffee cart facilities at any time.

PART III. GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER

- A. Cost of Operation
 - 1. Service Provider shall provide and operate at their expense a satellite coffee cart(s) at specified location(s) on campus.
 - 2. The Service Provider will be responsible for the following:
 - a. All food costs as well as paper supplies, plates, cups, napkins, and utensils, etc.
 - b. All labor costs, social security taxes, unemployment insurance, and all other payroll related costs.
 - c. All salaries wages and employee benefits payable to or on behalf of the Service Providers’ employees.
 - 3. All employees shall be employed by the Service Provider in their own name and the Service Provider shall hold the college harmless from any and all claims, demands or liability on account thereof.

4. All transportation and vehicle costs required for contractors operation.

B. Taxes

Service provider is responsible to collect and remit to the State Board of Equalization all sales taxes where applicable. Failure to pay any taxes owed to any governmental body shall be cause for termination of any and all agreements.

C. Data Security

Service Provider will comply with all industry standards in regards to data collection of customers' data including PCI standards and compliance.

D. Employees

1. Prior to the commencement of services, the Service Provider will supply a list of employees assigned to the College. This list is to be updated regularly as staff changes.
2. At all times, while on campus, all persons assigned to work at the College must be identifiable as an employee of the Service Provider. Service Provider employees will wear uniform issued by the Service Provider.
3. Service Provider's employees are required to adhere to the District's Tobacco-Free and Drug-Free workforce policy.

E. Licensing/Governmental Relations

The Service Provider shall comply with all Federal, State and local laws and regulations, and licensing requirements relating to personnel and maintenance of the carts, at the Service Provider's expense. This includes, but is not limited to: Orange County Health Department regulations, the Fair Labor Standards Act, Cal-OSHA and the Americans with Disabilities Act.

F. Insurance

Service Provider (and all subcontractors) agrees to maintain, in full force and effect, at Service Provider'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.

G. Permits

The Service Provider, its employees and agents, shall secure and maintain valid certifications, licenses, and permits as required by law for the execution of services pursuant to the contractual terms. A valid County of Orange Health Care Agency Mobile Food Facility permit is required to be displayed at all times.

H. Business Interruption

If, because of riots, war, public emergency or calamity, fire, earthquake, Act of God, terrorism, government restriction, labor disturbance, strike, or any other reason business operations at the College are interrupted or stopped, performance of this contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence; and the expiration date of this contract, may by mutual agreement of both parties be extended for a period of time equal to the time that such default in performance is excused. Service Provider shall have no recourse against the College for expenses incurred due to the interruption. Additionally, the Service Provider is expected to allow the College to utilize any or all food, beverage, and supplies necessary for survival of occupants in case of emergencies at a negotiated cost.

I. Safety Regulations

Service Provider shall comply with all applicable laws, ordinances, rules and regulations of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss. Service Provider shall erect and maintain, as required by existing and future conditions of the scope of work or service, all necessary safeguards for safety and protection, including posting danger signs and other warning against hazards and promulgating safety regulations. Service Provider shall comply with all OSHA standards as they apply to the Service Provider's scope or work and service.

J. Legal Entity Change

1. Should a change be contemplated in the name or nature of the Service Provider's legal entity, the Service Provider shall first notify the Santa Ana College Auxiliary Services in order that proper steps may be taken to have the change reflected in the contract documents.
2. Service Provider may not subcontract services out without prior approval and express written agreement of the college.

K. Parking

Parking at Santa Ana College by the Service Provider and employees shall be subject to the same regulations and parking fees as apply to college employees. Failure to display permit and follow all posted parking guidelines may result in citation.

L. Supervision Coordination

Service Provider shall provide, at all times, adequate and expert managerial and administrative supervision for its employees. Service Provider shall designate a site Manager who will be assigned to the satellite cart operation on a full time basis. The Manager shall coordinate all activities connected with the provision of services specified in the Agreement and shall meet with the assigned college representative(s) on an as needed basis to coordinate enforcement of district policy, the implementation of suggestions and requests, and the prompt resolution of complaints. It will be the responsibility of Service Provider to respond, in writing if so requested, to inquiries, requests for change, and recommendations. Failure to provide adequate supervision shall be cause for termination of this Agreement.

M. Financial Records

It is expressly understood that the Service Provider shall maintain financial records reflecting its operations at Santa Ana College in accordance with standard accounting practices and procedures and shall make said financial records and supporting data and documents available for inspection, reproduction and audit by the college, the college's independent auditor or the Office of the Auditor General of the State of California at its request. Records, data and documents shall be retained for five (5) years after the end of each contract year.

PART III.

MENU, PRICING AND HOURS OF OPERATION

- A. College reserves the right to ensure that pricing for items sold under this agreement are not in excess of what would be considered reasonable and in balance to what is being charged at similar college facilities.
- B. Changes in the satellite cart menu as requested by the Service Provider or recommended by the College may be implemented at any time if mutually agreed by both parties in writing.
- C. Prices may be renegotiated twice a year provided the Service Provider can provide to the satisfaction of the College that costs have increased by that percentage or more during the preceding period. New prices, as mutually agreed upon, will become effective the first day of the fall semester or the first day of the spring semester. Service Provider will submit its request for price changes no later than July 15 for fall and January 15 for spring for the College to review the request.
- D. Service Provider's cart will be open to best optimize access to students, faculty, and staff. During the full terms (Fall and Spring) cart will be open Monday – Thursday 7am – 9pm and Friday 7am – 3pm. Hours for intersessions can be determined in coordination with the Director, Auxiliary Services based on enrollment numbers and traffic trends.
- E. If the main satellite coffee cart is not open for business in accordance with this agreement, it is understood that the college will suffer damage. It being impractical and infeasible to determine the amount of actual damage, the service provider agrees to pay the college as fixed and liquidated damages, and not as a penalty, the sum of two hundred and fifty dollars (\$250) for each business day of delay until the coffee cart is open for business. This amount shall be in addition to any payments due to or to become due to the college.

PART IV. PAYMENTS BY SERVICE PROVIDER

- A. The Service Provider will pay monthly rent in the amount of \$1000 per month to operate one cart.

PART V. PERIOD OF AGREEMENT AND TERMINATION

- A. This agreement shall be binding and deemed effective on the date which this Agreement first becomes fully executed by all Parties hereto and shall remain in effect for two (2) years with optional renewals of three (3), one (1) year renewals not to exceed five (5) years after that date unless sooner terminated by either party in accordance with this section.
- B. Either party may terminate this Agreement without cause by giving one hundred twenty (120) days prior written notice to the other party of its intention to terminate.

- C. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party. If the breach is not cured, the agreement shall terminate at the end of the thirty (30) day period.
- D. In the event that the Service Provider fails to maintain and keep in force general liability insurance, worker's compensation insurance or any licenses and permits as required, the College shall have the right to terminate this Agreement forthwith.

PART VI. OTHER TERMS

A. Indemnification

The Service Provider hereby agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees, agents, and officers from and against any and all claims, losses, liabilities, expenses (including reasonable attorney's fees), judgments or settlements arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement.

B. Non-Discrimination

Service Provider represents that it is an equal opportunity employer and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, or political affiliation in programs, activities, service, benefits, or employment in connection with this Agreement. Service Provider agrees not to discriminate on any of these bases on its employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination.

C. Assignment/Advertisement

1. This Agreement shall not be assigned by either party in whole or in part for vending machine operations or food services without the express written consent of the other party, nor shall the Service Provider have the right to authorize or permit the use of College facilities by third parties without the express written consent of the College, and the Service Provider shall not use facilities for purposes not relating to the College activities without prior written consent of the College.
2. In no instance shall the College name be used by the Service Provider in connection with any advertising or promotions without the specific prior written consent of the College.

D. Conflict of Interest

Service Provider hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Service Provider 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) Service Provider has no business or financial interests which are in conflict with the Service Provider's obligations to District under this Agreement; and (iii) Service Provider shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

E. 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.

F. Failure to Perform

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

G. Dispute Resolution

1. Negotiation. Any dispute that the Service Provider may have regarding the performance of this Agreement, including, but not limited to, claims for additional compensation, shall be submitted to District within 30 days of its occurrence. District and Service Provider shall attempt to negotiate a resolution of such dispute and process any amendment to this Agreement to implement the terms of such resolution.
2. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute in an amicable manner by non-binding mediation under the applicable rules of the Judicial Arbitration and Mediation Service (JAMS), or other similar organization mutually selected by the Parties. If any unresolved controversy or claim arising out of or relating to this Agreement, or breach thereof, remains after mediation, the matter shall be determined in a court of law of proper jurisdiction in the District's place of venue.

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

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

H. Gift Ban Policy

The District has a Gift Ban Policy (BP 3821) that states 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 Service Provider'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.

I. Modifications

No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

J. Notices

Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of five (5) days after mailing.

If to District:

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

With a copy to:

Santa Ana College
Auxiliary Services
Attn: Jennie Adams
1530 W. 17th Street
Santa Ana, CA 92706
Email: adams_jennie@sac.edu

If to Service Provider:

Sheera LLC, dba Sheera Express
Attn: Suzy Hovanesyan

443 N Bedford Dr.
Beverly Hills, CA 90210
Email: info@sheerasweets.com

K. Entire Agreement

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

L. Authority to Execute

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

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

Service Provider:	District	Rancho Santiago Community College District
Signature: _____	Signature: _____	
Name: _____	Name: Peter J. Hardash	
Title: _____	Title: Vice Chancellor	
_____	Business Operations/Fiscal Services	
Date: _____	Date: _____	
_____	_____	

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

To:	Board of Trustees	Date: February 3, 2020
Re:	Approval of Student Affiliation Agreement Renewal Between Rancho Santiago Community College District Which Operates Santa Ana College and Hoag Memorial Hospital Presbyterian	
Action:	Request for Approval	

BACKGROUND

Students in the Nursing, Pharmacy Technician, and Spanish/English Interpretation and Translation Programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The Student Affiliation Agreement Renewal Between Rancho Santiago Community College District Which Operates Santa Ana College and Hoag Memorial Hospital Presbyterian (“Renewal Agreement”) will yield appropriate clinical rotation activities for the programs.

ANALYSIS

The Renewal Agreement covers the scope of the program’s operations of the facility, as well as other issues relating to the responsibilities for both parties. The Renewal Agreement has been reviewed by the college and district, carries no costs or other financial arrangements and is in effect for five (5) years.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Student Affiliation Agreement Renewal Between Rancho Santiago Community College District Which Operates Santa Ana College and Hoag Memorial Hospital Presbyterian, located in Newport Beach, California, as presented.

Fiscal Impact:	None	Board Date: February 3, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Rebecca Miller, MSN, Associate Dean, Health Sciences	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



**STUDENT AFFILIATION AGREEMENT
BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
WHICH OPERATES SANTA ANA COLLEGE
AND
HOAG MEMORIAL HOSPITAL PRESBYTERIAN**

THIS STUDENT AFFILIATION AGREEMENT is entered into and made effective February 4, 2020, (the “**Effective Date**”), by and between **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, a public educational form agency (“**District**”) located at 2323 N. Broadway, Santa Ana, California, and **HOAG MEMORIAL HOSPITAL PRESBYTERIAN**, a California nonprofit public benefit corporation (“**Hoag**”).

RECITALS

A. District operates SANTA ANA COLLEGE (“**College**”) which conducts an approved and accredited Health Sciences Program (the “**Program**”) to provide academic and professional education for approved programs in allied health care education outlined in Exhibit A to provide academic and professional education for students (“**Students**”) and desires access to facilities in which its Students can obtain broader learning experiences relative to the Program.

B. Hoag maintains facilities which can be used to furnish clinical and health care administrative learning experiences to Students and desires to have said facilities so used.

C. It is in the mutual interest and benefit of the parties that Students obtain such experience at Hoag’s facilities to further their academic and professional education in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

1. RESPONSIBILITIES OF COLLEGE. College agrees that it shall:

1.1 Objectives. Establish the educational goals and objectives of the Program in a manner consistent with the standards and requirements set forth by College and the College’s accreditation organization (“**CAO**”). Such goals and objectives shall reflect College's commitment to providing the highest quality in education and training programs to Students.

1.2 Schedule and Work Environment. Ensure that the Program provides appropriate supervision for all Students, as well as a schedule and work environment that is consistent with proper patient care, the educational needs and physical and emotional well-being of Students, and the requirements of the CAO.

1.3 Student Selection. Recruit and select Students who are appropriately enrolled in the Program and otherwise authorized to participate in College program(s) which are the subject of this Agreement. College shall be responsible for the selection, testing, placement and/or removal and final grading of each Student placed with Hoag. Students assigned for participation at Hoag shall be in such numbers as may be mutually agreed to by College and Hoag.

1.4 Program Director. Designate a member of College's faculty to provide coordination, oversight and direction of Students' educational activities and assignments while at Hoag's facilities ("**Program Director**"). The Program Director shall also act as liaison with Hoag.

1.5 Supervision. Collaboratively arrange for College faculty supervision for Students on an individual basis and ensure that College faculty and Students participating in the Program at Hoag comply with the requirements of College's applicable handbooks and/or codes of conduct.

1.6 Experience at Hoag. Determine the required number of hours of experience for Students and cooperate with Hoag in coordinating and reviewing schedules of Students while at Hoag. The selection of time, days and patients for individual Students shall be made by Hoag in concurrence with appropriate Hoag personnel and the Program Director, and the parties agree that such schedules shall reflect College's educational mission. All plans for observation and/or clinical or healthcare administrative experience, as applicable to Students in the Program, shall be subject to the approval of Hoag.

1.7 Level of Responsibility. Ensure, in cooperation with Hoag, that Students assume progressively increasing responsibility according to their levels of education, ability, and experience. College shall determine the appropriate level of responsibility accorded to each Student.

1.8 Names and Assignments. Provide the names of Students and their assignments to Hoag sufficiently in advance to allow for convenient planning of schedules.

1.9 Performance Evaluation. Develop and implement a mechanism for determining evaluation of the performance of Students to include, where appropriate, input from Hoag.

1.10 Record Maintenance. Maintain records and reports concerning the education of Students and of Students' time spent in the various educational activities referred to in this Agreement, as may be required by College, the CAO and/or for compliance with the regulations, guidelines, and policies of third-party payers, if applicable.

1.11 Requirements. Require assigned Students to:

a. Comply with Hoag's policies, procedures and guidelines; standards of conduct, state and federal laws and regulations; the standards and regulations of Hoag's accreditation organization ("**HAO**") and the CAO; and appropriate ethical standards. Hoag shall at all times retain ultimate administrative and professional responsibility for medical services rendered at its facilities, including patient care. The College, Program and Students shall be

subject to Hoag's patient care policies and procedures, rules and regulations, as applicable, which shall take precedence over training under the Program.

b. Participate, to the extent scheduled or otherwise requested by Hoag and approved by College, in activities and assignments that are of educational value and that are appropriate to the course and scope of the Program, consistent with the requirements of the CAO.

c. Participate, consistent with the terms of this Agreement, in quality assurance and risk management activities of Hoag designed to identify, evaluate and reduce risk of patient injury.

d. As applicable to Students in the Program, cooperate in the timely preparation and maintenance of a complete medical record for each patient in whose care Students participate, on forms provided by Hoag. The medical record shall, at all times, remain the property of Hoag.

e. As to each Student, submit to Hoag copies of the following prior to Student's participation in the Program at any Hoag facility.

(i) Acknowledgement of Non-Employee Status/Agreement of Student to comply with requisite regulatory requirements, Hoag's policies and procedures, and Hoag's confidentially requirements, executed by Student, in the form **Exhibit B** attached hereto and incorporated herein by this reference;

(ii) Proof of immunization or positive serology (titer) for rubella, measles, and mumps.

(iii) Proof of annual influenza vaccine or declination.

(iv) Proof of immunization, positive serology (titer) or immune by history of disease for varicella.

(v) Evidence of Hepatitis B either positive antibody titers or immunization.

(vi) Annual proof of negative tuberculosis testing by Purified Protein Derivative ("PPD") skin test. Any Student who has a positive PPD skin test will be required to provide College with evidence of a negative chest x-ray report taken within one (1) year of his/her initial date of participation in the Program.

(vii) Evidence of demonstrated knowledge of universal precautions and the use of personal protective equipment prior to assignment to Hoag.

(viii) Evidence of a criminal background check performed in accordance with Hoag's accreditation requirements. Student shall be responsible for obtaining the criminal background check and must receive clearance from Hoag prior to participating in the Program at any Hoag facility.

(ix) Obtain, prior to Student's arrival at any Hoag facility, a student photo identification ("ID") badge. The Student's photo ID must be worn at all times while at Hoag facilities.

1.12 Orientation. Provide Students and Instructors with orientation to the Hoag facility including training regarding the pertinent health information confidentiality provisions of the Health Insurance Portability and Accountability Act ("HIPAA") and the HIPAA regulations (45C.F.R. Parts 160 and 164) and California medical privacy provisions of SB541 and AB211, prior to their assignment to Hoag.

2. RESPONSIBILITIES OF HOAG. Hoag agrees that it shall:

2.1 Adequate Staffing. Maintain adequate staff and facilities at Hoag locations covered by this Agreement to meet the educational goals and objectives of the Program, and in a manner consistent with the standards and requirements established by College and the CAO.

2.2 College Faculty Supervision. Collaboratively arrange College faculty supervision for Students on an individual basis.

2.3 Hoag Supervision. Ensure that all persons who are assigned to supervise Students at Hoag facilities, including clinicians, are duly appointed as Hoag employees, and are appropriately credentialed and/or licensed in compliance with the CAO, HAO and/or licensing standards.

2.4 Educational Responsibility. Cooperate with College to ensure that Students assume progressively increasing and appropriate responsibility in accordance with their levels of education, ability, and experience.

2.5 Hoag Director. Designate, in consultation with College, an employee of Hoag to coordinate Students' schedules and activities while at Hoag's locations ("Hoag Director"). The Hoag Director shall also act as liaison with College. Upon execution of this Agreement, the name of Hoag Director shall be provided to College's Program Director.

2.6 Schedules. Implement schedules for Students in conjunction with College's Program Director and in accordance with College's educational goals and objectives and the applicable requirements of the Program and CAO.

2.7 Hoag Requirements. Protect the health and safety of Students on rotation at Hoag's facilities by providing each Student and their instructor with the following:

a. As applicable to Students and Instructors in the Program, orientation of the type and scope provided by Hoag to its new employees, including, but not limited to, information about Hoag's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions.

b. As applicable to Students and Instructors in the Program, instruction in Hoag's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in Hoag's protocols for on-the-job injuries including those resulting from needlestick injuries and other exposures to blood or body fluids or

airborne contaminants.

c. Information concerning availability of parking, meals, lockers, and appropriate access to bathroom facilities.

d. Such other information and training as Hoag and College, in collaboration with each other, agree is necessary and relevant for Students to participate in the Program.

2.8 Licensure. Maintain its license as a medical facility and comply with all applicable laws, regulations, and HAO requirements. Hoag shall notify College within ten (10) business days of receipt of notice that Hoag is not in compliance with any such laws, regulations, and/or HAO requirements.

2.9 Accreditation Inspections. Permit inspection, during regular business hours and after reasonable advance notice to Hoag which shall be no less than twenty-four (24) hours, of Hoag's clinical and related facilities by individuals charged with the responsibility for accreditation of College and/or its educational programs, in accordance with applicable federal, state and local laws, including but not limited to HIPAA.

2.10 Professional Services. With respect to any professional services performed by Students under this Agreement, Hoag shall notify College and its Program Director(s) as follows:

a. Immediately upon initiation of an investigation of a Student or a College faculty member.

b. Within five (5) days after receipt of service of a civil complaint, summons or notice of a claim naming a Student or College faculty member as a party therein.

c. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a College faculty member or Student has been named or in which a settlement is being proposed on their behalf.

d. Prior to making a report to the National Data Bank or any California State agency to whom reporting would otherwise be required in which a College faculty member or Student is named.

Nothing in this Section 2.10 shall in any way be deemed to impair Hoag's rights, obligations and/or ability to timely respond to any claim or complaint, enter into any settlement, or make any report as may be required of Hoag in Hoag's sole and absolute discretion.

2.11 Security. Provide appropriate and customary security measures.

2.12 Discipline. Subject to reasonable efforts to protect confidentiality and/or privileged information, Hoag will cooperate with and assist College in investigating facts which may serve as a basis for taking any disciplinary or academic action against a Student, College faculty member and/or College employee involved with Program. College shall be responsible for the discipline of Students, College faculty members and/or College employees in accordance

with College's applicable policies and procedures. College may, but need not, consult with Hoag concerning any proposed disciplinary action.

Notwithstanding the foregoing, Hoag shall have the absolute right, in its sole discretion and after consultation with College, to prohibit further attendance at Hoag of any Student, College faculty member and/or College employee. Notwithstanding the foregoing, in the event of any emergency or if any student, College faculty member and/or College employee represents a threat to patient safety or personnel, Hoag may immediately exclude those individuals from Hoag until final resolution of the matter with College.

2.13 Code of Conduct. Hoag shall provide College with a copy of Hoag's Code of Conduct that describes Hoag's standards for ensuring ethical and legal compliance with all federal and state laws. Hoag shall not require any College faculty or Student to conduct his/her professional behavior in a manner that would contradict the requirements of College's code of conduct or similar ethics requirements, if any.

3. COMPENSATION. Neither party to this Agreement shall be obligated to provide any monetary compensation to the other. Hoag shall not be obligated to provide any monetary compensation to any Student.

4. INDEPENDENT CONTRACTOR. Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between College or Students, and Hoag, other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither College or Hoag, or any of their respective officers, directors, Students or employees shall be construed to be the agent, employee or representative of the other. Prior to participating in the Program at any Hoag facility, College shall cause each Student to execute and have delivered to Hoag an "**Acknowledgement of Non-Employee Status /Compliance**" in the form **Exhibit B**, attached hereto and incorporated herein by this reference.

College and Hoag agree that each of them shall have sole responsibility for the payment of any and all of their own applicable federal, state, and local income taxes and of any and all other taxes, charges and levies, and shall comply with all applicable federal, state, and local laws and regulations.

5. STATUS OF STUDENTS.

5.1 Assignment Responsibility. During the period in which a Student is assigned to Hoag, the Student shall be under the ultimate direction and control of the College's Program Director or, in the Program Director's absence, his/her designee(s).

5.2 Educational Participation. It is expressly agreed and understood by College and Hoag that Students are present at the Hoag's facilities to participate in activities and assignments that are of educational value to Students, and that are appropriate to the course and scope of the Program and consistent with applicable Program and CAO requirements.

5.3 Opportunities. College and Hoag shall ensure that Students have the opportunity to:

a. Participate in a program of learning that fosters continued professional growth with guidance from the teaching staff.

b. Participate in safe, effective, and compassionate patient care, under supervision commensurate with their level of advancement and responsibility, as determined by College and Hoag.

c. Participate fully in the educational and scholarly activities of the Program and, as required, assume responsibility for teaching and supervising other Students.

d. Participate, as appropriate, in Hoag programs and adhere to established practices, procedures, and policies of the Hoag.

6. USE OF NAME. The parties agree that other than in connection with the Program materials such as brochures, pamphlets, reports, applications, training information, Program web sites, and similar informational or promotional materials related to Program, any use of the “Hoag,” or “Hoag Memorial Hospital Presbyterian” name or other similar references to Hoag, its physicians or facilities, shall be subject to the prior written approval of Hoag.

7. DISCRIMINATION - PROHIBITION. College and Hoag agree not to engage in unlawful discrimination against or harassment of any Student pursuant to this Agreement on the basis of race, color, national origin, religion, sex, gender identity, pregnancy, physical or mental disability, medical condition (including cancer-related or genetic characteristics), ancestry, marital status, age, sexual orientation, citizenship, or status as a covered veteran, within the limits imposed by applicable state and federal laws and College policies.

8 TERM. The term of this Agreement shall become effective on the Effective Date and shall continue in effect thereafter for five (5) years, subject to earlier termination pursuant to and in accordance with the provisions of Section 9 herein.

9. TERMINATION.

9.1 Termination Without Cause. This Agreement may be terminated without cause at any time by either party by providing thirty (30) days advance written notice of termination. Hoag agrees that, notwithstanding such termination, it will continue to work with College regarding any Students who may already be in rotations at Hoag through the end of the rotation in which the Student is then participating.

9.2 Termination For Cause. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days prior written notice of termination to the breaching party, including a description of the breach and the necessary cure. If the breach is not cured within such thirty (30) day time period, this Agreement shall terminate at the end of that thirty (30) day period without further notice.

9.3 Immediate Termination. In addition to the foregoing subparagraphs, Hoag may terminate this Agreement immediately by written notice to College in the event of:

a. Hoag's determination that College's or any Student's continued performance hereunder jeopardizes the health, safety, or welfare of any patient or employee of Hoag;

b. College or any Student is convicted of a felony, whether or not an appeal is filed in relation to such conviction; or

c. The determination of Hoag to cease providing the applicable clinical or healthcare administrative services.

10. INSURANCE.

10.1 Hoag Insurance. Hoag, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, medical malpractice, property damage and including a contractual liability endorsement with a limit of liability of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate; California Workers' Compensation insurance on Hoag employees performing any services under this Agreement; and, such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance. Hoag shall provide College with a certificate or certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement.

10.2 College Insurance. College, at its sole cost and expense, shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term hereof insurance or self-insurance insuring against the peril of bodily injury, personal injury, medical malpractice, property damage and including a contractual liability endorsement with a limit of liability of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. College represents and warrants that Students are covered under College's general and professional liability insurance for the acts or omissions while engage in the Program curriculum in connection with this Agreement. College further represents that it maintains California Workers' Compensation insurance insuring College employees participating in the Program and performing any services under this Agreement. In addition, College shall, at its sole cost and expense, obtain and maintain such other insurance in such amounts which from time to time may be reasonably required by the mutual written consent of the parties against other insurable risks relating to performance. College shall provide Hoag with certificates of insurance, or other satisfactory documentation, evidencing that the insurance coverage specified herein is in full force and effect throughout the term of this Agreement.

It should be expressly understood, however, that the insurance coverage required under this Section 10 shall not in any way limit the liability of either party.

11. **INDEMNIFICATION.**

11.1 Hoag Indemnification. Hoag shall indemnify, hold harmless, and defend, College, its officers, trustees, employees, agents, and Students (“**College Indemnified Parties**”) from and against any and all liability, loss and expense (including reasonable attorneys' fees), arising out of or resulting from claims, lawsuits, or liability brought or imposed against College Indemnified Parties because of injury or death to any person or on account of damages to property or other damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, reckless, or intentional acts or omissions of Hoag, its officers, employees, or agents.

11.2 College Indemnification. College shall indemnify, hold harmless, and defend, Hoag, its officers, employees and agents (“**Hoag Indemnified Parties**”) from and against any and all liability, loss and expense (including reasonable attorneys' fees), arising out of or resulting from claims, lawsuits, or liability brought or imposed against Hoag Indemnified Parties because of injury or death to any person or on account of damages to property or other damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent, reckless or intentional acts or omissions of College, its officers, employees, agents, or Students. College shall be solely responsible and liable for Students’ actions and omissions arising out of the performance of this Agreement.

12. COOPERATION IN DISPOSITION OF CLAIMS. Hoag and College agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

To the extent allowed by law, Hoag and College shall have reasonable and timely access to the medical records, charts, quality assurance data, and/or such other records and data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement as may be reasonably related to the services performed under this Agreement; provided, however, that nothing shall require either Hoag or College to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code and related statutes, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

13. **PATIENT RECORDS: DISCLOSURE OF PROTECTED HEALTH INFORMATION.**

13.1 Patient Records. College and Students shall preserve the confidentiality of medical records of Hoag's patients and use the information in such records only for the limited purposes necessary to perform the activities set forth in this Agreement.

13.2 Confidentiality; HIPAA. College and Students agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §§1320d through d-8 ("HIPAA") and as amended or modified by the American Recovery and Reinvestment Act of 2009 ("ARRA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "**Regulations**"), and California Health and Safety Code Section 1280.15. College and Students will not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. §1320d, or a patients' medical information as defined in California Civil Code Section 56.05(g) (collectively, the "**Protected Health Information**"), other than as permitted by this Agreement and the requirements of HIPAA, the Regulations, or California statutes. College and Students will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. College and Students will promptly report to Hoag any use or disclosures of Protected Health Information in violation of HIPAA, the Regulations, or California law of which College or Students becomes aware. College will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege will be deemed to have been waived by Hoag by virtue of this Section. The provisions set forth herein will survive expiration or other termination of this Agreement, regardless of the cause of such termination.

14. MISCELLANEOUS.

14.1 Interruption of Service. Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, terrorism, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

14.2 Assignment. Neither Hoag nor College shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. Hoag may not assign Students to locations other than those described in this Agreement, including attachments, without the prior written consent of College.

14.3 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or

unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

14.4 No Third Party Beneficiaries. This Agreement is intended by the parties to benefit them only and is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind, including Students and College faculty that is not a party to this Agreement.

14.5 Waiver. Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

14.6 Entire Agreement; Modifications; Amendments. This Agreement, along with its Exhibits, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersede any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. Hoag and College agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority or due to a change in applicable laws, regulations or programmatic requirements, and the amendment does not materially affect the provisions of this Agreement.

14.7 Governing Law. This Agreement shall be governed in all respects by the laws of the State of California.

14.8 Survival of Provisions. No obligations, promises, agreements, covenants, debt or liability (for purposes of this Section 14.8, collectively "**obligations**") contained herein shall survive beyond the date of expiration or earlier termination of this Agreement, except for (i) obligations accrued prior to such date that exist (actually or contingently) or remain to be performed in whole or in part as of such date, and (ii) obligations that expressly extend beyond the Effective Date whether by the terms of this Agreement or by operation of law. The foregoing surviving obligations shall include without limitation the obligations contained in Section 11 (Indemnification), 12 (Cooperation in Disposition of Claims), 13 (Patient Records; Disclosure of Protected Health Information), 14.3 (Severability), 14.4 (No Third Party Beneficiaries), 14.7 (Governing Law), 14.10 (Notices), and 14.11 (Attorneys Fees).

14.9 Compliance. The Parties acknowledge that Hoag maintains a corporate compliance program ("**Compliance Program**"). This Compliance Program is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit, and inappropriate referrals. This Compliance Program requires, and the Parties hereby agree, that any regulatory compliance concerns be promptly reported either to an appropriate Hoag manager or through Hoag's Compliance Line at 1-800-441-1727.

14.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Any such counterpart containing an electronic or facsimile signature shall be deemed an original.

14.11 Notices. All notices, requests, demands or other communications hereunder must be in writing and must be given and shall be deemed to have been given upon receipt if delivered by a national overnight courier service, on the date of delivery if delivered in person, or three (3) days after mailing if sent by certified or registered mail with first-class postage prepaid, as follows:

If to College: Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706

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

If to Hoag: Hoag Memorial Hospital Presbyterian
One Hoag Drive, P.O. Box 6100
Newport Beach, CA 92658-6100
Attn: Director, Nursing Services Program
With copy to: Director, Risk Management

14.12 Attorneys' Fees. In the event of any claim, dispute or controversy arising out of or relating to this Agreement, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover its court costs and reasonable out-of-pocket expenses not limited to taxable costs, and reasonable attorneys' fees. The trier of fact shall determine the party that is the "prevailing party," whether or not the dispute or controversy proceeds to final judgment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

District:

HOAG:

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

By: _____
Rick Martin, Ed.D, MSN, RN
Sr. V.P. Clinical Operations & CNO

Date: _____

Date: _____

EXHIBIT A

Approved Programs provided by Rancho Santiago Community College District:

NURSING

PHARMACY TECHNICIAN

SPANISH/ENGLISH INTERPRETATION AND TRANSLATION

EXHIBIT B
ACKNOWLEDGEMENT OF NON-EMPLOYEE STATUS/COMPLIANCE
[TO BE EXECUTED BY EACH STUDENT]

The undersigned _____ ("**Student**") understands and agrees

[Student Name]

that his/her participation in the _____ (the "**Program**") at Hoag Memorial Hospital Presbyterian ("**Hoag**") does not in any way render Student an employee of Hoag or any Hoag related entity. Student further understands that Hoag participates in the Program only to assist students in their study relating to participation in the Program and does not thereby engage Student in a contract of employment, nor does Hoag accept responsibility for Student as it would an employee. Student further agrees that he/she will receive no compensation for participating in the Program and that in the event appropriate medical and professional liability insurance coverage for Student is not provided and/or verified by the Program, Student will be responsible for securing such medical and professional liability insurance with a limit of liability of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

The undersigned also agrees that at all times Student is participating in the Program, and thereafter as required by law, Student will comply with all Hoag policies, procedures, guidelines and standards of conduct as the same are in effect from time to time, all state and federal laws, rules, and regulations [including, but not limited to the Health Insurance Portability and Accountability Act ("**HIPAA**") and other state and federal regulations relating to the security and confidentiality of information], the standards and regulations of Hoag's accreditation organization and accreditation organizations applicable to the Program, and appropriate ethical standards.

Student Signature

Date

Witness

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

To:	Board of Trustees	Date: February 3, 2020
Re:	Approval of Amendment No. 1 for Professional Services Agreement between the City of Glendale and Rancho Santiago Community College District on behalf of Santa Ana College	
Action:	Request for Approval	

BACKGROUND

This is Amendment No. 1 Professional Services Agreement Between The City of Glendale And Rancho Santiago Community College District on behalf of Santa Ana College (“Amendment No. 1”). The Santa Ana College Fire Technology Wellness program has worked with the City of Glendale in the past providing wellness classes for the Glendale Fire Department. This Amendment No. 1 will continue to allow the Santa Ana College Fire Technology Wellness program to provide these classes.

ANALYSIS

This Amendment No. 1 is administered in compliance with the guidelines issued by the State of California Community College Chancellor’s Office. This Amendment No. 1 shall be effective for a period of one (1) year or until termination by written notice of either party. This Amendment No. 1 will generate a revenue not to exceed \$17,000.00.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Amendment No. 1 for the Professional Services Agreement between the City of Glendale and Rancho Santiago Community College District on behalf of Santa Ana College as presented.

Fiscal Impact:	Revenue not to exceed \$17,000.00	Board Date: February 3, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Larisa Sergeyeva, Ed.D., Dean, Human Services & Technology	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GLENDALE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of
SANTA ANA COLLEGE**

THIS AMENDMENT NO. 1, effective February 29, 2020 (“Effective Date”), TO THE PROFESSIONAL SERVICES AGREEMENT (“AGREEMENT”) is between the City of Glendale (“CITY”), a municipal corporation, and RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, on behalf of SANTA ANA COLLEGE (“CONSULTANT”), a Public Education Institution (collectively, “PARTIES” or individually, “PARTY”).

RECITALS

1. On March 1, 2018, the PARTIES entered into a Professional Services Agreement ("Agreement"), that provides for a comprehensive Wellness Program by CONSULTANT.
2. The Agreement will expire on February 28, 2020. PARTIES may renew the Agreement's term for one (1) additional year. By this Amendment No. 1, CITY desires to retain CONSULTANT's services and CONSULTANT desires to provide said services and renew the Agreement for one (1) year at a maximum cost not to exceed \$17,000.00.

AGREEMENT

- I. The Agreement is amended as follows:
 - A. This Amendment No. 1 shall be for a period of one (1) year commencing February 29, 2020 and ending on February 28, 2021, unless it ends sooner according to the terms elsewhere in the Agreement.
 - B. Exhibit C to the Agreement is amended as follows:

\$104.00 per person (\$92.00 registration fee + \$12.00 material fee) for California residents and \$692.00 per person for non-residents.

Total Estimated Cost: based on 155 participants (CA residents) = \$16,120.00

TOTAL NOT TO EXCEED \$17,000.00.
- II. All other provisions, terms, and conditions of the Agreement shall remain unchanged and shall continue in full force and effect.

WHEREFORE, the PARTIES have caused this Amendment No. 1 to be duly executed on the date set forth opposite their signature.

Executed at Glendale, California, on the day and year first written.

CITY OF GLENDALE

CONSULTANT:
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
On behalf of SANTA ANA COLLEGE

By: _____

Yasmin K. Beers
City Manager

By: _____

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services

APPROVED AS TO FORM, This _____ day
of _____, 2020.

By: _____

Lucy Varpetian
Senior Assistant City Attorney

By: _____

Silvio Lanzas
Fire Chief

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

To:	Board of Trustees	Date: February 3, 2020
Re:	Approval of Amendment to Sponsorship Agreement with Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company	
Action:	Request For Approval	

BACKGROUND

The District was in a five-year Sponsorship Agreement with the Pepsi Bottling Group that ended October 2019. That Sponsorship Agreement grants exclusive rights for installing and maintaining soft drink vending, fountain, bottle and can refrigerators for use in the retail outlets located on District premises. That Sponsorship Agreement generates revenue for the District in the form of sales commissions, rebates, sponsorship funding, scholarship funding, sustainability funds, marketing, product donation and an athletic sideline program. Total fiscal impact over the last five years was \$563,100.00.

ANALYSIS

The Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, has offered a one-year Amendment (“Amendment”) to the Sponsorship Agreement. During this year, the District will conduct a request for proposal for beverage services and exclusive pouring rights with the aim to have a new contract in place for beginning of the 2021 calendar year.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Amendment to the Sponsorship Agreement with Bottling Group, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, whom has an office located in Aliso Viejo, California, as presented.

Fiscal Impact:	\$66,000 minimum potential revenue	Board Date: February 3, 2020
Prepared by:	Simon B. Hoffman, Ed.D., Vice President, Administrative Services Jennie Adams, Director, Auxiliary Services Santa Ana College	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

AMENDMENT

THIS AMENDMENT ("Amendment") to the Sponsorship Agreement effective October 1, 2014 is effective as of October 1, 2019 (the "**Effective Date**") by and between **BOTTLING GROUP, LLC**, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 27717 Aliso Creek Road, Aliso Viejo, CA 92656 ("**Pepsi**") and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, with its principal place of business at 2323 N. Broadway, Santa Ana, CA 92706 (the "**District**").

WHEREAS, Pepsi and the District are parties to the Sponsorship Agreement commencing on October 1, 2014 (the "**Agreement**"); and

WHEREAS, Pepsi and the District wish to modify certain terms of the Agreement to include the following and memorialize the same in writing.

NOW, THEREFORE, in consideration of these premises and the covenants herein contained, it is hereby agreed that, the Term of the Agreement is extended without interruption upon its existing terms and conditions, except as otherwise provided hereunder, through December 31, 2020. The period between October 1, 2019 and December 31, 2020 shall be referred to as the "**Extended Term**", together with the original Term, the "**Term**"). In addition, the District acknowledges and agrees that as it relates to the period October 1, 2020 through December 31, 2020 of the Extended Term, Pepsi will provide funding to the District at a prorated basis, with such prorated amount based upon the number of months in the Extended Term.

Section 7. CONSIDERATION. is hereby amended with the following:

A. Annual Sponsorship Fees.

An Annual Sponsorship Fee of Sixty-Two Thousand and Five Hundred US Dollars (\$62,500) shall be paid to the District sixty (60) days after the signing of the Amendment by both parties. The District acknowledges and agrees that each Annual Sponsorship Fee payable to the District is based on a minimum number of Units purchased from Pepsi and sold throughout the Facilities pursuant to this Agreement during the applicable Year. The minimum number of Units per Year is 12,080 ("**Annual Units Threshold**").

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

(1) Annual Scholarship Fund.

An Annual Scholarship Fund of Two Thousand US Dollars (\$2,000) (the "**Annual Scholarship Fund**") shall be paid to the District sixty (60) days after the signing of this Amendment by both parties.

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

(3) Sustainability Fund.

A Sustainability Fund of One Thousand Five Hundred US Dollars (\$1,500) (the “**Sustainability Fund**”) shall be paid to the District sixty (60) days after the signing of this Amendment by both parties.

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

Rebates.

Each Year throughout the Term, Pepsi shall calculate the total applicable Cases of Packaged Products and applicable Gallons of Postmix Products purchased from Pepsi by the District and its Food Service Provider pursuant to this Agreement, and shall provide the District with rebates calculated based on applicable amounts set forth below (the “**Rebates**”). The Rebates, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term.

Rebates Amount	Eligible Products
\$1.50/Case	24-pk Packaged Products
\$0.75/Case	15-pk and 12-pk Packaged Products

C. Commissions.

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

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

Product	Minimum Vend Price	Commission Rate*
All currently vended products	\$1.50	34%
*Commission Rate and Minimum Vend Prices stated above shall only apply to Products sold by Pepsi through its Vending Machines at the beginning of the Term. If Pepsi proposes any new Products to the District during the Term, then Pepsi shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new Product.		

8. **ADDITIONAL CONSIDERATION.**

A. Pepsi will provide annual Product donations of up to a total of 200 cases of a combination of 12 oz. cans of carbonated soft drinks and 16.9 oz. bottles of Aquafina per Year across the Facilities upon request of the District; *provided, however*, that the District will administer all requests through a central contact so that the District may prioritize the requests. District acknowledges and agrees that donated Product requests not used/made in any Year shall not be carried over to the subsequent Year.

B. Pepsi will provide the District with Gatorade sideline merchandise valued at up to Fifteen Hundred Dollars (\$1,500) per Year upon request of District; *provided, however*,

that the District will administer all requests through a central contact so that the District may prioritize the requests. The value of any unrequested merchandise in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash value.

C. Pepsi will provide the District with Pepsi-identified merchandise valued at up to Two Thousand Dollars (\$2,000) per Year upon request of District; *provided, however*, that the District will administer all requests through a central contact so that the District may prioritize the requests. The value of any unrequested merchandise in any Year will not be carried over to a subsequent Year and will not be redeemable for a cash value.

Each party represents and warrants to the other that it has the authority to enter into and perform under this Amendment; and that the execution and performance under this Amendment will not violate any agreements with, or rights of, any third party. This Amendment may be amended or modified only by a writing signed by each of the parties.

Except as may be expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Pepsi and the District have caused this Amendment to be executed by the authorized persons set forth below.

BOTTLING GROUP, LLC

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor

Business Operations / Fiscal Services

Date: _____

Date: _____

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

To:	Board of Trustees	Date: February 3, 2020
Re:	Approval of Proposed Revisions for the 2020 – 2021 Santa Ana College Catalog	
Action:	Request for Approval	

BACKGROUND

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

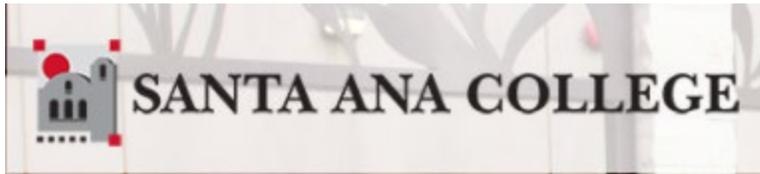
ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: February 3, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs Brian Sos, Ph.D., Chair of the Curriculum and Instruction Council	
Submitted by:	Linda D. Rose, Ed.D., President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: February 3, 2020

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

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

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

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

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

The changes initiated at Santa Ana College for the 2020-2021 catalog are:

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

Six (6) programs, degrees and certificates were revised because of changes in required or restricted elective courses, advisory committee recommendations, changes in requirements for four year schools, and recommendations from state agencies.

REVISED PROGRAMS, DEGREES AND CERTIFICATES

Credit

Associate of Arts in Liberal Arts, Emphasis in Arts, American Studies
Associate of Arts in Liberal Arts, Emphasis in Arts, Business and Technology
Associate of Arts in Liberal Arts, Emphasis in Arts, Humanities and Communications
Associate of Arts in Liberal Arts, Emphasis in Arts, Kinesiology and Wellness
Associate of Arts in Liberal Arts, Emphasis in Mathematics and Science
Associate of Arts in Liberal Arts, Emphasis in Social and Behavioral Sciences

Non-Credit

None

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College
President's Office

To:	Board of Trustees	Date: February 3, 2020
Re:	Approval of Professional Services Agreement with Twenty Fifth Hour Communications, Inc.	
Action:	Request for Approval	

BACKGROUND

With renewed marketing efforts at both the college and District level over the past few years, Santiago Canyon College (SCC) has made a conscious effort to dedicate financial resources to continue advertising services to attract students and build enrollment. President's Cabinet, the Marketing Task Force, and Twenty Fifth Hour Communications, Inc. work collaboratively to plan and implement these efforts.

ANALYSIS

In today's marketplace, current and prospective students have many options open to them. They may choose to return to the workforce, select one of the seven other community colleges in Orange County, or opt for a college in a nearby county. To remain competitive and top-of-mind, SCC is implementing a strategic mid-spring, summer, and pre-fall 2020 advertising plan. To launch a robust digital marketing campaign commensurate with our fall 2019/intersession and pre-spring 2020 campaign recently completed, SCC continues to seek the expertise of Twenty Fifth Hour Communications, Inc. to provide these services.

Twenty Fifth Hour Communications, Inc., in conjunction with their work through the RSCCD District Office, is able to execute the College's media buy services at the negotiated rate with the District Office. The scope of work for the upcoming SCC campaign includes advertising through Facebook/Instagram, SMART Mailer, Local Radio, Google, YouTube, and Over the Top (OTT) Media.

This agreement shall support the mid-spring, summer, and pre-fall 2020 advertising plan and end no later than June 30, 2020. The agreement is not to exceed \$35,000.

RECOMMENDATION

It is recommended that the Board of Trustees approve the professional services agreement with Twenty Fifth Hour Communications, Inc.

Fiscal Impact:	\$35,000	Board Date: February 3, 2020
Prepared by:	Ruth Babeshoff, Dean, Counseling & Student Support Services/ Marketing Task Force Lead	
Submitted by:	John 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 and 25th Hour Communications, Inc., having its principal business address located at 34 Glen Road, Westwood, MA 02090 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 February 4, 2020, 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 Thirty-five Thousand Dollars (\$35,000) ("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)
Santiago Canyon College - Ruth Babeshoff
Dean, CNSL & SSS / Marketing Task Force Lead
8045 E. Chapman Ave.
Orange, CA 92869

Contractor: 25th Hour Communications - Trish Lamantia
4756 Mallard Ct.
Paso Robles, CA 93446

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

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Parties hereby agree.

Rancho Santiago Community College District

BY: _____
Signature of Authorized Person

Print Name: Peter J. Hardash

Print Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

CONTRACTOR

BY: _____
Signature of Authorized Person

Print Name: __ Trish Lamantia

Print Title: __ Chief Executive Officer

Date: _____

Exhibit A

Scope of Work and Detailed Schedule of Payment.

The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

25th Hour Communications will provide media buying services for Santiago Canyon College for your Spring and Summer session advertising needs. We propose to undertake and complete the media buy services listed for Santiago Canyon College at the previously negotiated rates with the district office. The management fee is 13% deducted from the \$35,000 media spend. 25th Hour Communications will pay media on behalf of Santiago Canyon College. This fee includes implementation, placement, and monitoring. Below is our proposed advertising plan after the \$4,550 fee was deducted. Total amount to be billed upon plan approval.

Campaign: 8-Week Session Starting April 13
Total Budget: \$500
Run Dates: 2/1-3/1

Platform: Facebook/Insta \$500

Details: Digital ads to be placed on Facebook that point to the campaign landing page, driving enrollment and application to the college. These ads are targeted by demographic and geographic criteria that match the target audience.

Campaign: Summer and Pre-Fall
Total Budget: \$13,500
Run Dates: 4/5-5/5

Platforms: Facebook/Insta \$2,500

Digital ads to be placed on Facebook that point to the campaign landing page, driving enrollment and application to the college. These ads are targeted by demographic and geographic criteria that match the target audience.

Platform: SMART Mailer \$3,500

Details: This is a pixel technology product that triggers an automated postcard to those who land in the campaign landing page, via digital ads. The pixel matches the user to a household address and queues up our printer to print and ship postcard to user in 3-5 days.

Platform: Local Radio \$3,500

Details: 25th Hour will work with local radio stations to place a :15 and :30 second ad. Ads will include both Spanish and Vietnamese language radio ads.

Platform: OTT: \$4,000

Details: OTT is a platform that allows TV commercials to be played on streaming platforms such as SLING, ROKU, AppleTV, FireTV, Xbox, and PlayStation. These ads are targeted by demographic and geographic criteria that match the target audience.

Campaign: Pre-Fall

Total Budget: \$16,450

Run Dates: 5/10 - 6/30

Platforms: Facebook/Insta \$3,500

Digital ads to be placed on Facebook that point to the campaign landing page, driving enrollment and application to the college. These ads are targeted by demographic and geographic criteria that match the target audience.

Platform: SMART Mailer \$3,500

Details: This is a pixel technology product that triggers an automated postcard to those who land in the campaign landing page, via digital ads. The pixel matches the user to a household address and queues up our printer to print and ship postcard to user in 3-5 days.

Platform: Local Radio \$5,500

Details: 25th Hour will work with local radio stations to place a :15 and :30 second ad. Ads will include both Spanish and Vietnamese language radio ads.

Platform: OTT: \$2,000

Details: OTT is a platform that allows TV commercials to be played on streaming platforms such as SLING, ROKU, AppleTV, FireTV, Xbox, and PlayStation. These ads are targeted by demographic and geographic criteria that match the target audience.

Platform: Google/YouTube \$1,950

Details: Digital ads and video ads to be placed on The Google Search Network and the YouTube platforms that point to the campaign landing page, driving enrollment and application to the college. These ads are targeted by demographic and geographic criteria that match the target audience.

Rancho Santiago Comm Coll District

Board Meeting of 02/03/20

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 12/18/19 Thru 01/21/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67947	General Fund Unrestricted	0.00	3,414.46	-3,414.46	92*0528475	92*0528475
68066	General Fund Unrestricted	466.57	0.00	466.57	92*0530194	92*0530196
68067	General Fund Unrestricted	6,890.80	0.00	6,890.80	92*0530199	92*0530216
68068	General Fund Unrestricted	21,433.51	0.00	21,433.51	92*0530218	92*0530247
68069	General Fund Unrestricted	17,301.45	0.00	17,301.45	92*0530264	92*0530283
68074	General Fund Unrestricted	80,135.52	0.00	80,135.52	92*0530301	92*0530315
68075	General Fund Unrestricted	70,341.62	70,341.62	0.00	92*0530316	92*0530539
68077	General Fund Unrestricted	3,234.17	0.00	3,234.17	92*0530541	92*0530541
68083	General Fund Unrestricted	11,651.51	0.00	11,651.51	92*0530565	92*0530592
68084	General Fund Unrestricted	6,579.37	0.00	6,579.37	92*0530594	92*0530638
68087	General Fund Unrestricted	84,713.26	37,391.41	47,321.85	92*0530666	92*0530735
68088	General Fund Unrestricted	18,599.43	0.00	18,599.43	92*0530742	92*0530757
68090	General Fund Unrestricted	3,183.52	0.00	3,183.52	92*0530771	92*0530787
68092	General Fund Unrestricted	366,729.40	183,364.70	183,364.70	92*0530807	92*0530874
68093	General Fund Unrestricted	938.57	0.00	938.57	92*0530876	92*0530890
68094	General Fund Unrestricted	47,687.50	0.00	47,687.50	92*0530893	92*0530969
68097	General Fund Unrestricted	122,025.96	0.00	122,025.96	92*0530972	92*0530999
68098	General Fund Unrestricted	2,389,766.60	0.00	2,389,766.60	92*0531004	92*0531008
68100	General Fund Unrestricted	11,206.00	0.00	11,206.00	92*0531010	92*0531010
68104	General Fund Unrestricted	16,901.38	0.00	16,901.38	92*0531014	92*0531056
68105	General Fund Unrestricted	30,440.99	0.00	30,440.99	92*0531062	92*0531088
68106	General Fund Unrestricted	18,050.18	0.00	18,050.18	92*0531089	92*0531089
68107	General Fund Unrestricted	4,356.10	0.00	4,356.10	92*0531094	92*0531130
68108	General Fund Unrestricted	152,160.24	0.00	152,160.24	92*0531136	92*0531175
68109	General Fund Unrestricted	5,272.42	0.00	5,272.42	92*0531176	92*0531187
68115	General Fund Unrestricted	2,725.02	0.00	2,725.02	92*0531199	92*0531226
68116	General Fund Unrestricted	56,379.88	0.00	56,379.88	92*0531227	92*0531265
68121	General Fund Unrestricted	4,546.91	0.00	4,546.91	92*0531278	92*0531284
68122	General Fund Unrestricted	27,225.75	0.00	27,225.75	92*0531309	92*0531387
68126	General Fund Unrestricted	13,277.26	0.00	13,277.26	92*0531425	92*0531454
68127	General Fund Unrestricted	34,729.76	0.00	34,729.76	92*0531455	92*0531470
68128	General Fund Unrestricted	1,484.55	0.00	1,484.55	92*0531474	92*0531476
68130	General Fund Unrestricted	111.00	0.00	111.00	92*0531478	92*0531478
68131	General Fund Unrestricted	219,088.23	0.00	219,088.23	92*0531479	92*0531499
68134	General Fund Unrestricted	151,333.90	0.00	151,333.90	92*0531505	92*0531520
Total Fund 11 General Fund Unrestricted		\$4,000,968.33	\$294,512.19	\$3,706,456.14		

Checks Written for Period 12/18/19 Thru 01/21/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67954	General Fund Restricted	0.00	400.00	-400.00	92*0528574	92*0528608
67983	General Fund Restricted	0.00	496.48	-496.48	92*0529012	92*0529012
68053	General Fund Restricted	0.00	595.00	-595.00	92*0530036	92*0530036
68067	General Fund Restricted	2,462.57	0.00	2,462.57	92*0530197	92*0530217
68068	General Fund Restricted	20,891.48	0.00	20,891.48	92*0530230	92*0530258
68069	General Fund Restricted	41,284.50	0.00	41,284.50	92*0530260	92*0530281
68074	General Fund Restricted	33,283.74	0.00	33,283.74	92*0530300	92*0530312
68076	General Fund Restricted	19,775.00	0.00	19,775.00	92*0530540	92*0530540
68083	General Fund Restricted	103,567.87	0.00	103,567.87	92*0530566	92*0530593
68084	General Fund Restricted	133,225.77	0.00	133,225.77	92*0530595	92*0530639
68085	General Fund Restricted	13,077.49	0.00	13,077.49	92*0530640	92*0530664
68086	General Fund Restricted	10,000.00	0.00	10,000.00	92*0530665	92*0530665
68087	General Fund Restricted	116,273.77	11,016.76	105,257.01	92*0530669	92*0530721
68088	General Fund Restricted	143,314.54	0.00	143,314.54	92*0530736	92*0530769
68090	General Fund Restricted	338,500.31	0.00	338,500.31	92*0530772	92*0530790
68091	General Fund Restricted	17,695.86	0.00	17,695.86	92*0530791	92*0530806
68092	General Fund Restricted	1,609.02	804.51	804.51	92*0530829	92*0530863
68093	General Fund Restricted	16,855.82	0.00	16,855.82	92*0530877	92*0530889
68097	General Fund Restricted	50,213.63	0.00	50,213.63	92*0530975	92*0531001
68098	General Fund Restricted	1,832.71	0.00	1,832.71	92*0531005	92*0531007
68099	General Fund Restricted	5,258.89	0.00	5,258.89	92*0531009	92*0531009
68104	General Fund Restricted	448,908.62	0.00	448,908.62	92*0531015	92*0531059
68105	General Fund Restricted	4,928.04	0.00	4,928.04	92*0531061	92*0531087
68107	General Fund Restricted	91,575.65	0.00	91,575.65	92*0531090	92*0531132
68108	General Fund Restricted	890,237.56	0.00	890,237.56	92*0531134	92*0531169
68115	General Fund Restricted	564,358.75	0.00	564,358.75	92*0531196	92*0531225
68116	General Fund Restricted	5,194.70	0.00	5,194.70	92*0531239	92*0531256
68117	General Fund Restricted	3,676.50	0.00	3,676.50	92*0531266	92*0531266
68121	General Fund Restricted	800,019.91	0.00	800,019.91	92*0531272	92*0531308
68126	General Fund Restricted	235,533.25	0.00	235,533.25	92*0531420	92*0531453
68127	General Fund Restricted	8,570.07	0.00	8,570.07	92*0531456	92*0531468
68128	General Fund Restricted	21,485.00	0.00	21,485.00	92*0531471	92*0531473
68129	General Fund Restricted	199.00	0.00	199.00	92*0531477	92*0531477
68131	General Fund Restricted	2,332.16	0.00	2,332.16	92*0531481	92*0531502
68134	General Fund Restricted	2,123.88	0.00	2,123.88	92*0531511	92*0531516
Total Fund 12 General Fund Restricted		\$4,148,266.06	\$13,312.75	\$4,134,953.31		

Checks Written for Period 12/18/19 Thru 01/21/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68068	GF Unrestricted One-Time Func	28,304.29	0.00	28,304.29	92*0530220	92*0530244
68069	GF Unrestricted One-Time Func	42,200.00	0.00	42,200.00	92*0530259	92*0530280
68074	GF Unrestricted One-Time Func	31,727.60	0.00	31,727.60	92*0530303	92*0530306
68083	General Fund Unrestricted	33,899.12	0.00	33,899.12	92*0530568	92*0530588
68085	GF Unrestricted One-Time Func	4,444.76	0.00	4,444.76	92*0530642	92*0530660
68090	GF Unrestricted One-Time Func	45,227.93	0.00	45,227.93	92*0530774	92*0530779
68091	GF Unrestricted One-Time Func	8,831.26	0.00	8,831.26	92*0530796	92*0530800
68093	GF Unrestricted One-Time Func	4,803.32	0.00	4,803.32	92*0530875	92*0530892
68098	GF Unrestricted One-Time Func	14,627.00	0.00	14,627.00	92*0531002	92*0531003
68105	GF Unrestricted One-Time Func	1,121.28	0.00	1,121.28	92*0531060	92*0531079
68107	GF Unrestricted One-Time Func	852.63	0.00	852.63	92*0531131	92*0531131
68108	GF Unrestricted One-Time Func	5,331.19	0.00	5,331.19	92*0531133	92*0531163
68115	GF Unrestricted One-Time Func	2,150.00	0.00	2,150.00	92*0531207	92*0531207
68116	General Fund Restricted	9,511.92	0.00	9,511.92	92*0531228	92*0531240
68126	General Fund Unrestricted	21,750.74	0.00	21,750.74	92*0531422	92*0531443
68127	GF Unrestricted One-Time Func	10,157.92	0.00	10,157.92	92*0531461	92*0531466
68128	GF Unrestricted One-Time Func	19,745.00	0.00	19,745.00	92*0531475	92*0531475
68131	GF Unrestricted One-Time Func	188.33	0.00	188.33	92*0531496	92*0531501
68134	General Fund Restricted	6,774.18	0.00	6,774.18	92*0531512	92*0531512
Total Fund 13 General Fund Restricted		\$291,648.47	\$0.00	\$291,648.47		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68065	Child Development Fund	6,814.88	0.00	6,814.88	92*0530171	92*0530193
68070	Child Development Fund	3,000.00	0.00	3,000.00	92*0530284	92*0530285
68081	Child Development Fund	7,147.65	0.00	7,147.65	92*0530546	92*0530563
68089	Child Development Fund	630.26	0.00	630.26	92*0530770	92*0530770
68095	Child Development Fund	16.24	0.00	16.24	92*0530970	92*0530970
68101	Child Development Fund	2,005.88	0.00	2,005.88	92*0531011	92*0531011
68111	Child Development Fund	2,622.70	0.00	2,622.70	92*0531189	92*0531189
68114	Child Development Fund	306.54	0.00	306.54	92*0531193	92*0531195
68119	Child Development Fund	2,344.49	0.00	2,344.49	92*0531268	92*0531270
68123	Child Development Fund	519.02	0.00	519.02	92*0531388	92*0531388
68133	Child Development Fund	241.18	0.00	241.18	92*0531504	92*0531504
Total Fund 33 Child Development Fund		\$25,648.84	\$0.00	\$25,648.84		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68063	Capital Outlay Projects Fund	68,872.75	0.00	68,872.75	92*0530163	92*0530168
68071	Capital Outlay Projects Fund	360,343.12	0.00	360,343.12	92*0530286	92*0530292
68079	Capital Outlay Projects Fund	6,613.19	0.00	6,613.19	92*0530543	92*0530544
68102	Capital Outlay Projects Fund	31.24	0.00	31.24	92*0531012	92*0531012
68124	Capital Outlay Projects Fund	528,732.73	0.00	528,732.73	92*0531389	92*0531412
68132	Capital Outlay Projects Fund	156.23	0.00	156.23	92*0531503	92*0531503
Total Fund 41 Capital Outlay Projects Fun		\$964,749.26	\$0.00	\$964,749.26		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68072	Bond Fund, Measure Q	1,656,681.85	0.00	1,656,681.85	92*0530293	92*0530298
68112	Bond Fund, Measure Q	2,437,676.59	0.00	2,437,676.59	92*0531190	92*0531191
68125	Bond Fund, Measure Q	131,510.80	0.00	131,510.80	92*0531413	92*0531419
Total Fund 43 Bond Fund, Measure Q		<u><u>\$4,225,869.24</u></u>	<u><u>\$0.00</u></u>	<u><u>\$4,225,869.24</u></u>		

Checks Written for Period 12/18/19 Thru 01/21/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68064	Property and Liability Fund	12,230.78	0.00	12,230.78	92*0530169	92*0530170
68080	Property and Liability Fund	1,543.50	0.00	1,543.50	92*0530545	92*0530545
68082	Property and Liability Fund	3,190.15	0.00	3,190.15	92*0530564	92*0530564
68103	Property and Liability Fund	252.65	0.00	252.65	92*0531013	92*0531013
68110	Property and Liability Fund	3,500.00	0.00	3,500.00	92*0531188	92*0531188
Total Fund 61 Property and Liability Fund		\$20,717.08	\$0.00	\$20,717.08		

Checks Written for Period 12/18/19 Thru 01/21/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68061	Workers' Compensation Fund	12,252.50	0.00	12,252.50	92*0530160	92*0530160
68073	Workers' Compensation Fund	7,978.72	0.00	7,978.72	92*0530299	92*0530299
68078	Workers' Compensation Fund	32,678.52	0.00	32,678.52	92*0530542	92*0530542
68096	Workers' Compensation Fund	4,692.38	0.00	4,692.38	92*0530971	92*0530971
68118	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0531267	92*0531267
Total Fund 62 Workers' Compensation Fu		\$59,439.62	\$0.00	\$59,439.62		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68062	Student Financial Aid Fund	11,245.00	0.00	11,245.00	92*0530161	92*0530162
68113	Student Financial Aid Fund	5,947.00	0.00	5,947.00	92*0531192	92*0531192
68120	Student Financial Aid Fund	9,139.00	0.00	9,139.00	92*0531271	92*0531271
Total Fund 74 Student Financial Aid Fund		<u>\$26,331.00</u>	<u>\$0.00</u>	<u>\$26,331.00</u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,706,456.14
Total Fund 12 General Fund Restricted	4,134,953.31
Total Fund 13 General Fund Restricted	291,648.47
Total Fund 33 Child Development Fund	25,648.84
Total Fund 41 Capital Outlay Projects Fund	964,749.26
Total Fund 43 Bond Fund, Measure Q	4,225,869.24
Total Fund 61 Property and Liability Fund	20,717.08
Total Fund 62 Workers' Compensation Fund	59,439.62
Total Fund 74 Student Financial Aid Fund	26,331.00
Grand Total:	<u><u>\$13,455,812.96</u></u>

Checks Written for Period 12/17/19 Thru 01/21/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1A1912331	SAC Diversified Agency Fund	18,997.84	1,675.00	17,322.84	1A*0002136	1A*0002169
1A2001211	SAC Diversified Agency Fund	6,388.92	0.00	6,388.92	1A*0002170	1A*0002183
1A2001318	SAC Diversified Agency Fund	17,247.81	139.00	17,108.81	1A*0002184	1A*0002207
Total 1A SAC Diversified Agency Fund		<u>\$42,634.57</u>	<u>\$1,814.00</u>	<u>\$40,820.57</u>		

Checks Written for Period 12/17/19 Thru 01/21/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1B1912331	SAC Bookstore Fund	60,887.84	0.00	60,887.84	1B*0002218	1B*0002235
1B2001104	SAC Bookstore Fund	7,326.63	0.00	7,326.63	1B*0002236	1B*0002236
1B2001211	SAC Bookstore Fund	64,835.90	0.00	64,835.90	1B*0002237	1B*0002256
1B2001318	SAC Bookstore Fund	31,538.24	0.00	31,538.24	1B*0002257	1B*0002272
Total 1B SAC Bookstore Fund		\$164,588.61	\$0.00	\$164,588.61		

Checks Written for Period 12/17/19 Thru 01/21/20

<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>
1C2001211	SAC Community Education Fund	16,871.89	0.00	16,871.89	1C*0001229	1C*0001237
1C2001318	SAC Community Education Fund	17,015.00	0.00	17,015.00	1C*0001238	1C*0001240
Total 1C SAC Community Education Fund		<u><u>\$33,886.89</u></u>	<u><u>\$0.00</u></u>	<u><u>\$33,886.89</u></u>		

Checks Written for Period 12/17/19 Thru 01/21/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1S1912331	SAC Associated Students Fund	20,752.30	0.00	20,752.30	1S*0001624	1S*0001636
1S2001211	SAC Associated Students Fund	1,569.53	0.00	1,569.53	1S*0001637	1S*0001641
1S2001318	SAC Associated Students Fund	24.75	0.00	24.75	1S*0001642	1S*0001642
1S2001421	SAC Associated Students Fund	2,667.50	0.00	2,667.50	1S*0001643	1S*0001645
Total 1S SAC Associated Students Fund		<u>\$25,014.08</u>	<u>\$0.00</u>	<u>\$25,014.08</u>		

Checks Written for Period 12/17/19 Thru 01/21/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
1T1912331	SAC Diversified Trust Fund	18,205.28	6,795.04	11,410.24	1T*0001793	1T*0001804
1T2001211	SAC Diversified Trust Fund	20,353.65	0.00	20,353.65	1T*0001805	1T*0001815
1T2001318	SAC Diversified Trust Fund	5,237.12	0.00	5,237.12	1T*0001816	1T*0001824
1T2001421	SAC Diversified Trust Fund	630.41	0.00	630.41	1T*0001825	1T*0001827
Total 1T SAC Diversified Trust Fund		\$44,426.46	\$6,795.04	\$37,631.42		

SUMMARY

Total Fund 1A SAC Diversified Agency Fund	40,820.57
Total Fund 1B SAC Bookstore Fund	164,588.61
Total Fund 1C SAC Community Education Fu	33,886.89
Total Fund 1S SAC Associated Students Fun	25,014.08
Total Fund 1T SAC Diversified Trust Fund	37,631.42
Grand Total:	<u><u>\$301,941.57</u></u>

Checks Written for Period 12/17/19 Thru 01/21/20

<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>
2A1912331	SCC Diversified Agency Fund	9,657.49	0.00	9,657.49	2A*0001648	2A*0001660
2A2001318	SCC Diversified Agency Fund	4,537.98	0.00	4,537.98	2A*0001661	2A*0001667
Total 2A SCC Diversified Agency Fund		<u>\$14,195.47</u>	<u>\$0.00</u>	<u>\$14,195.47</u>		

Checks Written for Period 12/17/19 Thru 01/21/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B1912331	SCC Bookstore Fund	7,498.71	0.00	7,498.71	2B*0002037	2B*0002047
2B2001211	SCC Bookstore Fund	19,937.82	0.00	19,937.82	2B*0002048	2B*0002054
2B2001318	SCC Bookstore Fund	339,174.20	1,072.42	338,101.78	2B*0002055	2B*0002082
2B2001421	SCC Bookstore Fund	228.35	228.35	0.00	2B*0002083	2B*0002084
Total 2B SCC Bookstore Fund		<u>\$366,839.08</u>	<u>\$1,300.77</u>	<u>\$365,538.31</u>		

Checks Written for Period 12/17/19 Thru 01/21/20

<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>
2C1912331	SCC Community Education Fund	1,297.09	0.00	1,297.09	2C*0001157	2C*0001160
2C2001318	SCC Community Education Fund	100,772.61	0.00	100,772.61	2C*0001161	2C*0001175
Total 2C SCC Community Education Fund		<u>\$102,069.70</u>	<u>\$0.00</u>	<u>\$102,069.70</u>		

Checks Written for Period 12/17/19 Thru 01/21/20

<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>
2R1912331	SCC Represenation Fee Fund	267.02	0.00	267.02	2R*0001034	2R*0001034
Total 2R SCC Represenation Fee Fund		<u><u>\$267.02</u></u>	<u><u>\$0.00</u></u>	<u><u>\$267.02</u></u>		

Checks Written for Period 12/17/19 Thru 01/21/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S1912331	SCC Associated Students Fund	24.00	0.00	24.00	2S*0001381	2S*0001382
2S2001318	SCC Associated Students Fund	57,140.18	0.00	57,140.18	2S*0001383	2S*0001390
Total 2S SCC Associated Students Fund		<u>\$57,164.18</u>	<u>\$0.00</u>	<u>\$57,164.18</u>		

Checks Written for Period 12/17/19 Thru 01/21/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T1912331	SCC Diversified Trust Fund	21,594.76	0.00	21,594.76	2T*0001404	2T*0001413
2T2001211	SCC Diversified Trust Fund	1,719.88	0.00	1,719.88	2T*0001414	2T*0001417
2T2001318	SCC Diversified Trust Fund	5,933.99	0.00	5,933.99	2T*0001418	2T*0001426
Total 2T SCC Diversified Trust Fund		<u>\$29,248.63</u>	<u>\$0.00</u>	<u>\$29,248.63</u>		

SUMMARY

Total Fund 2A SCC Diversified Agency Fund	14,195.47
Total Fund 2B SCC Bookstore Fund	365,538.31
Total Fund 2C SCC Community Education Fu	102,069.70
Total Fund 2R SCC Representation Fee Fund	267.02
Total Fund 2S SCC Associated Students Fun	57,164.18
Total Fund 2T SCC Diversified Trust Fund	29,248.63
Grand Total:	<u><u>\$568,483.31</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 11/20/2019 To 01/21/2020
Board Meeting on 02/03/2020

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>			
2000	CLASSIFIED SALARIES	51,725	
3000	EMPLOYEE BENEFITS	31,626	
4000	SUPPLIES & MATERIALS	167,989	
5000	OTHER OPERATING EXP & SERVICES		480,871
6000	CAPITAL OUTLAY	229,531	
Total Transfer Fund 11		\$480,871	\$480,871
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		144,915
2000	CLASSIFIED SALARIES		87,475
3000	EMPLOYEE BENEFITS	36,008	
4000	SUPPLIES & MATERIALS	9,693	
5000	OTHER OPERATING EXP & SERVICES	191,360	
6000	CAPITAL OUTLAY		10,037
7000	OTHER OUTGO	5,366	
Total Transfer Fund 12		\$242,427	\$242,427
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
1000	ACADEMIC SALARIES		50,000
2000	CLASSIFIED SALARIES		13,309
3000	EMPLOYEE BENEFITS		13,486
4000	SUPPLIES & MATERIALS		15,746
5000	OTHER OPERATING EXP & SERVICES		25,146
6000	CAPITAL OUTLAY		2,004
7900	RESERVE FOR CONTINGENCIES	119,691	
Total Transfer Fund 13		\$119,691	\$119,691
<u>Fund 31: Bookstore Fund</u>			
4000	SUPPLIES & MATERIALS		30,000
7900	RESERVE FOR CONTINGENCIES	30,000	
Total Transfer Fund 31		\$30,000	\$30,000
<u>Fund 33: Child Development Fund</u>			
4000	SUPPLIES & MATERIALS	4,006	
5000	OTHER OPERATING EXP & SERVICES		32,297
6000	CAPITAL OUTLAY	28,291	
Total Transfer Fund 33		\$32,297	\$32,297
<u>Fund 41: Capital Outlay Projects Fund</u>			
4000	SUPPLIES & MATERIALS		16,907
6000	CAPITAL OUTLAY		471,172
7900	RESERVE FOR CONTINGENCIES	488,079	
Total Transfer Fund 41		\$488,079	\$488,079
<u>Fund 71: Associated Students Fund</u>			

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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
5000	OTHER OPERATING EXP & SERVICES		6,460
7900	RESERVE FOR CONTINGENCIES	6,460	
Total Transfer Fund 71		\$6,460	\$6,460

Fund 79: Diversified Trust Fund

2000	CLASSIFIED SALARIES	1,918	
3000	EMPLOYEE BENEFITS	82	
4000	SUPPLIES & MATERIALS		3,388
5000	OTHER OPERATING EXP & SERVICES		9,250
6000	CAPITAL OUTLAY		58,662
7900	RESERVE FOR CONTINGENCIES	69,300	
Total Transfer Fund 79		\$71,300	\$71,300

BUDGET INCREASES AND DECREASES

Fund 12: General Fund Restricted

		Revenue	Appropriation
8100	FEDERAL REVENUES	352,714	
8600	STATE REVENUES	1,294,899	
8800	LOCAL REVENUES	25,240	
1000	ACADEMIC SALARIES		40,422
2000	CLASSIFIED SALARIES		422,336
3000	EMPLOYEE BENEFITS		178,475
4000	SUPPLIES & MATERIALS		28,340
5000	OTHER OPERATING EXP & SERVICES		848,647
6000	CAPITAL OUTLAY		150,000
7000	OTHER OUTGO		4,633
Total Transfer Fund 12		\$1,672,853	\$1,672,853

Fund 33: Child Development Fund

8100	FEDERAL REVENUES	2,054,476	
8600	STATE REVENUES	75,000	
1000	ACADEMIC SALARIES		799,578
2000	CLASSIFIED SALARIES		360,704
3000	EMPLOYEE BENEFITS		569,990
4000	SUPPLIES & MATERIALS		116,654
5000	OTHER OPERATING EXP & SERVICES		174,081
7000	OTHER OUTGO		108,469
Total Transfer Fund 33		\$2,129,476	\$2,129,476

Fund 74: Student Financial Aid Fund

8600	STATE REVENUES	(374,205)	
7000	OTHER OUTGO		(374,205)
Total Transfer Fund 74		\$(374,205)	\$(374,205)

Fund 79: Diversified Trust Fund

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
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 From 11/20/2019 To 01/21/2020
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BUDGET INCREASES AND DECREASES	Revenue	Appropriation
8800 LOCAL REVENUES	5,001	
4000 SUPPLIES & MATERIALS		5,001
Total Transfer Fund 79	\$5,001	\$5,001

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 11/20/2019 To 01/21/2020
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This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
B026446		
12/16/19		
2000 CLASSIFIED SALARIES	36,487	
3000 EMPLOYEE BENEFITS	17,513	
5000 OTHER OPERATING EXP & SERVICES		54,000
Total Reference B026446	\$54,000	\$54,000
Reason:	Special Project Adjustment	
Description:	To cover pymnt of 6-mnth for 25th Hr Communication Services	
BC41CTMNB		
12/12/19		
4000 SUPPLIES & MATERIALS	120,000	
5000 OTHER OPERATING EXP & SERVICES		120,000
Total Reference BC41CTMNB	\$120,000	\$120,000
Reason:	Adjustment	
Description:	Additional fund for consult	
BCC3W1SUG7		
12/13/19		
2000 CLASSIFIED SALARIES	19,747	
3000 EMPLOYEE BENEFITS	6,253	
5000 OTHER OPERATING EXP & SERVICES		26,000
Total Reference BCC3W1SUG7	\$26,000	\$26,000
Reason:	Adjustment	
Description:	To cover additional consulting	
BCTSR4928F		
12/17/19		
4000 SUPPLIES & MATERIALS	50,000	
5000 OTHER OPERATING EXP & SERVICES		265,000
6000 CAPITAL OUTLAY	215,000	
Total Reference BCTSR4928F	\$265,000	\$265,000
Reason:	Adjustment	
Description:	Fund Ellucian cloud renewal	
<u>Fund 12: General Fund Restricted</u>		
B026441		
12/11/19		
1000 ACADEMIC SALARIES		12,566
2000 CLASSIFIED SALARIES	6,196	
3000 EMPLOYEE BENEFITS	41,459	
4000 SUPPLIES & MATERIALS		15,089
5000 OTHER OPERATING EXP & SERVICES		15,000
6000 CAPITAL OUTLAY		5,000
Total Reference B026441	\$47,655	\$47,655
Reason:	New Budget	
Description:	NEWB SP# 2230 - SCC DSPS	
BC0009M8		
11/20/19		
1000 ACADEMIC SALARIES		60,208
2000 CLASSIFIED SALARIES	28,445	
3000 EMPLOYEE BENEFITS	31,763	
Total Reference BC0009M8	\$60,208	\$60,208
Reason:	Special Project Adjustment	
Description:	re-All. Funds - 111819	

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BUDGET TRANSFERS	From	To
BC000GLT 11/20/19		
1000 ACADEMIC SALARIES	10,000	
2000 CLASSIFIED SALARIES		30,000
5000 OTHER OPERATING EXP & SERVICES	<u>20,000</u>	
Total Reference BC000GLT	<u>\$30,000</u>	<u>\$30,000</u>
Reason: Special Project Adjustment		
Description: Re-All. Fund-111419		
BC0DMAI538 12/03/19		
2000 CLASSIFIED SALARIES		28,204
3000 EMPLOYEE BENEFITS	2,506	
6000 CAPITAL OUTLAY	<u>25,698</u>	
Total Reference BC0DMAI538	<u>\$28,204</u>	<u>\$28,204</u>
Reason: Special Project Adjustment		
Description: Lorena Chavez Salary & Benefit		
BC61Q4OF0V 12/19/19		
1000 ACADEMIC SALARIES		23,819
3000 EMPLOYEE BENEFITS		5,446
5000 OTHER OPERATING EXP & SERVICES	<u>29,265</u>	
Total Reference BC61Q4OF0V	<u>\$29,265</u>	<u>\$29,265</u>
Reason: Special Project Adjustment		
Description: Fund GP counseling pay & bene		
BCLQH7RJ3S 12/02/19		
4000 SUPPLIES & MATERIALS	26,050	
6000 CAPITAL OUTLAY		<u>26,050</u>
Total Reference BCLQH7RJ3S	<u>\$26,050</u>	<u>\$26,050</u>
Reason: Adjustment		
Description: To cover overage for invoice		
BCQI7KB6YM 11/25/19		
1000 ACADEMIC SALARIES	11,340	
2000 CLASSIFIED SALARIES	8,311	
3000 EMPLOYEE BENEFITS	19,208	
5000 OTHER OPERATING EXP & SERVICES	10,450	
6000 CAPITAL OUTLAY		<u>49,309</u>
Total Reference BCQI7KB6YM	<u>\$49,309</u>	<u>\$49,309</u>
Reason: Special Project Adjustment		
Description: Re-All.Funnds - Laptops		
BCRO5UK60X 12/06/19		
2000 CLASSIFIED SALARIES		86,504
3000 EMPLOYEE BENEFITS		40,925
5000 OTHER OPERATING EXP & SERVICES	<u>127,429</u>	
Total Reference BCRO5UK60X	<u>\$127,429</u>	<u>\$127,429</u>
Reason: Special Project Adjustment		
Description: AdjstmntsunderEquity2549 19-20		

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BUDGET TRANSFERS	From	To
BCSCAIDX8Q 01/14/20		
1000 ACADEMIC SALARIES		38,715
2000 CLASSIFIED SALARIES	7,988	
3000 EMPLOYEE BENEFITS	28,531	
5000 OTHER OPERATING EXP & SERVICES	1,886	
6000 CAPITAL OUTLAY	310	
	\$38,715	\$38,715
Total Reference BCSCAIDX8Q		
Reason: Special Project Adjustment		
Description: Transfer Funds -01132020		
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
B026463 01/06/20		
4000 SUPPLIES & MATERIALS		5,501
5000 OTHER OPERATING EXP & SERVICES		114,190
7900 RESERVE FOR CONTINGENCIES	119,691	
	\$119,691	\$119,691
Total Reference B026463		
Reason: Special Project Adjustment		
Description: Half-yr costs needed to operate DMC by Ed. Services		
BC1DJ4TU9C 01/16/20		
1000 ACADEMIC SALARIES		50,000
3000 EMPLOYEE BENEFITS		11,425
5000 OTHER OPERATING EXP & SERVICES	61,425	
	\$61,425	\$61,425
Total Reference BC1DJ4TU9C		
Reason: Adjustment		
Description: fund part-time account		
<u>Fund 31: Bookstore Fund</u>		
92STGR54 01/21/20		
4000 SUPPLIES & MATERIALS		30,000
7900 RESERVE FOR CONTINGENCIES	30,000	
	\$30,000	\$30,000
Total Reference 92STGR54		
Reason: Adjustment		
Description: Budget needed in 4114		
<u>Fund 33: Child Development Fund</u>		
BCW4I62JA0 12/09/19		
4000 SUPPLIES & MATERIALS	4,621	
5000 OTHER OPERATING EXP & SERVICES		30,636
6000 CAPITAL OUTLAY	26,015	
	\$30,636	\$30,636
Total Reference BCW4I62JA0		
Reason: Special Project Adjustment		
Description: fund contracted services		
<u>Fund 41: Capital Outlay Projects Fund</u>		
B026429 11/20/19		
6000 CAPITAL OUTLAY		180,000
7900 RESERVE FOR CONTINGENCIES	180,000	
	\$180,000	\$180,000
Total Reference B026429		
Reason: Special Project Adjustment		
Description: Allcte fnd to AE Fees for SVA Architect agreement		

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BUDGET TRANSFERS	From	To
B026433 11/21/19		
6000 CAPITAL OUTLAY		197,000
7900 RESERVE FOR CONTINGENCIES	197,000	
Total Reference B026433	\$197,000	\$197,000
Reason: Special Project Adjustment		
Description: Allocate funds to DSA Project inspector to fund in-house DSA inspector agreement		
B026447 12/16/19		
6000 CAPITAL OUTLAY	7,421	
7900 RESERVE FOR CONTINGENCIES		7,421
Total Reference B026447	\$7,421	\$7,421
Reason: Special Project Adjustment		
Description: Trnsfr unused fnd back to SP#2729		
B026474 01/16/20		
6000 CAPITAL OUTLAY		60,000
7900 RESERVE FOR CONTINGENCIES	60,000	
Total Reference B026474	\$60,000	\$60,000
Reason: New Budget		
Description: ITS HVAC SYSTEM - SET UP A/E FEE ONLY		
B026475 01/16/20		
6000 CAPITAL OUTLAY		8,000
7900 RESERVE FOR CONTINGENCIES	8,000	
Total Reference B026475	\$8,000	\$8,000
Reason: New Budget		
Description: SCC SAFETY & SECURITY RENOVATIONS		
B026476 01/16/20		
6000 CAPITAL OUTLAY		16,500
7900 RESERVE FOR CONTINGENCIES	16,500	
Total Reference B026476	\$16,500	\$16,500
Reason: New Budget		
Description: SAC SAFETY & SECURITY RENOVATION		
B026477 01/16/20		
6000 CAPITAL OUTLAY		34,000
7900 RESERVE FOR CONTINGENCIES	34,000	
Total Reference B026477	\$34,000	\$34,000
Reason: New Budget		
Description: DOC SAFETY & SECURITY RENOVATION		
<u>Fund 71: Associated Students Fund</u>		
BCDFJUPOKT 12/06/19		
5000 OTHER OPERATING EXP & SERVICES		1,868
7900 RESERVE FOR CONTINGENCIES	1,868	
Total Reference BCDFJUPOKT	\$1,868	\$1,868
Reason: Adjustment		
Description: Increase Expense Account		
BCLAIMVS6W 12/06/19		
5000 OTHER OPERATING EXP & SERVICES		300
7900 RESERVE FOR CONTINGENCIES	300	
Total Reference BCLAIMVS6W	\$300	\$300
Reason: Adjustment		
Description: Increase ASB Supplies		

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BUDGET TRANSFERS	From	To
BCSLWV3JXM 12/18/19		
5000 OTHER OPERATING EXP & SERVICES		4,292
7900 RESERVE FOR CONTINGENCIES	4,292	
Total Reference BCSLWV3JXM	\$4,292	\$4,292
Reason: Adjustment		
Description: Increase ASB ICC Expenses		
<u>Fund 79: Diversified Trust Fund</u>		
BC3WXREAF9 12/06/19		
5000 OTHER OPERATING EXP & SERVICES		7,500
7900 RESERVE FOR CONTINGENCIES	7,500	
Total Reference BC3WXREAF9	\$7,500	\$7,500
Reason: Adjustment		
Description: Increase Contracted Services		
BC9FQM6UCG 11/26/19		
6000 CAPITAL OUTLAY		7,300
7900 RESERVE FOR CONTINGENCIES	7,300	
Total Reference BC9FQM6UCG	\$7,300	\$7,300
Reason: Adjustment		
Description: Budget for vehicle purchase		
BCV30ELFD4 11/25/19		
6000 CAPITAL OUTLAY		52,900
7900 RESERVE FOR CONTINGENCIES	52,900	
Total Reference BCV30ELFD4	\$52,900	\$52,900
Reason: Adjustment		
Description: Budget for vehicle purchase		
I5G67QVT 01/21/20		
5000 OTHER OPERATING EXP & SERVICES		1,600
7900 RESERVE FOR CONTINGENCIES	1,600	
Total Reference I5G67QVT	\$1,600	\$1,600
Reason: Adjustment		
Description: Budget increase needed in 5610		

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
B026440 12/09/19		
8600 STATE REVENUES	150,000	
6000 CAPITAL OUTLAY		150,000
Total Reference B026440	\$150,000	\$150,000
Reason: Special Project Adjustment		
Description: Digital Dons Laptop Purchase. Trnsf fr FD74 to FD12		
B026448 12/16/19		
8600 STATE REVENUES	240,533	
5000 OTHER OPERATING EXP & SERVICES		240,533
Total Reference B026448	\$240,533	\$240,533
Reason: Special Project Adjustment		
Description: BSI FY19/20 SCC Allocation		

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BUDGET INCREASES AND DECREASES	Revenue	Appropriation
B026449 12/16/19		
8600 STATE REVENUES	529,314	
5000 OTHER OPERATING EXP & SERVICES		529,314
Total Reference B026449	529,314	529,314
Reason: Special Project Adjustment		
Description: BSI FY18/20 SAC Allocation		
B026466 01/07/20		
8600 STATE REVENUES	(10,346)	
1000 ACADEMIC SALARIES		16,480
2000 CLASSIFIED SALARIES		(29,630)
3000 EMPLOYEE BENEFITS		(9,897)
4000 SUPPLIES & MATERIALS		3,588
5000 OTHER OPERATING EXP & SERVICES		3,331
7000 OTHER OUTGO		5,782
Total Reference B026466	\$(10,346)	\$(10,346)
Reason: Special Project Adjustment		
Description: CALWORKS revised budget		
B026469 01/14/20		
8600 STATE REVENUES	50,000	
2000 CLASSIFIED SALARIES		37,980
3000 EMPLOYEE BENEFITS		12,020
Total Reference B026469	50,000	50,000
Reason: New Budget		
Description: CSUF/SBCD Go-Biz CIP FY19/20 award DMC-SBDC		
B026470 01/14/20		
8100 FEDERAL REVENUES	300,000	
2000 CLASSIFIED SALARIES		182,141
3000 EMPLOYEE BENEFITS		95,542
4000 SUPPLIES & MATERIALS		100
5000 OTHER OPERATING EXP & SERVICES		22,217
Total Reference B026470	300,000	300,000
Reason: New Budget		
Description: SBA CSUF FY19/20 DMC-SBDC		
B026471 01/14/20		
8600 STATE REVENUES	300,000	
2000 CLASSIFIED SALARIES		225,990
3000 EMPLOYEE BENEFITS		71,510
5000 OTHER OPERATING EXP & SERVICES		2,500
Total Reference B026471	300,000	300,000
Reason: New Budget		
Description: CSUF/SBDC Go-Bix TAEP FY19/20 DMC-SBDC		

Fund 33: Child Development Fund

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BUDGET INCREASES AND DECREASES	Revenue	Appropriation
B026430 11/20/19		
8100 FEDERAL REVENUES	58,893	
2000 CLASSIFIED SALARIES		2,394
3000 EMPLOYEE BENEFITS		760
5000 OTHER OPERATING EXP & SERVICES		2,265
7000 OTHER OUTGO		53,474
Total Reference B026430	\$58,893	\$58,893
Reason: New Budget		
Description: SP#1248 CCAMPIS SAC YR 2		
B026431 11/20/19		
8100 FEDERAL REVENUES	58,149	
2000 CLASSIFIED SALARIES		2,394
3000 EMPLOYEE BENEFITS		760
7000 OTHER OUTGO		54,995
Total Reference B026431	\$58,149	\$58,149
Reason: New Budget		
Description: SP#1237 CCAMPIS SCC YR2		
B026432 11/20/19		
8600 STATE REVENUES	75,000	
4000 SUPPLIES & MATERIALS		75,000
Total Reference B026432	\$75,000	\$75,000
Reason: New Budget		
Description: SP#2524 CSPP QRIS Block Grant		
B026479 01/17/20		
8100 FEDERAL REVENUES	43,536	
4000 SUPPLIES & MATERIALS		3,562
5000 OTHER OPERATING EXP & SERVICES		39,974
Total Reference B026479	\$43,536	\$43,536
Reason: New Budget		
Description: SP#1296 EHS TTA NEW BUDGET		
B026480 01/17/20		
8100 FEDERAL REVENUES	1,893,898	
1000 ACADEMIC SALARIES		799,578
2000 CLASSIFIED SALARIES		355,916
3000 EMPLOYEE BENEFITS		568,470
4000 SUPPLIES & MATERIALS		38,092
5000 OTHER OPERATING EXP & SERVICES		131,842
Total Reference B026480	\$1,893,898	\$1,893,898
Reason: New Budget		
Description: SP#1295 EHS Opearting 2020		
<u>Fund 74: Student Financial Aid Fund</u>		
B026439 12/09/19		
8600 STATE REVENUES	(150,000)	
7000 OTHER OUTGO		(150,000)
Total Reference B026439	\$(150,000)	\$(150,000)
Reason: Special Project Adjustment		
Description: Digital Dons Laptop Purchase. Trnsf fr FD74 to FD12		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 BUDGET BOARD REPORT- ATTACHMENT
 From 11/20/2019 To 01/21/2020
 Board Meeting on 02/03/2020**

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
B026453 12/13/19		
8600 STATE REVENUES	(224,205)	
7000 OTHER OUTGO		(224,205)
Total Reference B026453	\$(224,205)	\$(224,205)
Reason: Delete Budget		
Description: Delete budget SP#2228 Dreamer Emergency Aid		

RECOMMENDATION

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

4.2 (11)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS
From 11/20/2019 To 01/21/2020
Board Meeting on 02/03/2020**

BACKGROUND

Intrafund transfers are the transfers of monies within a fund of the district. Interfund transfers are the transfers of monies between funds of the district.

ANALYSIS

This listing provides details on each intrafund and interfund transfer for the period and funds indicated.

INTRAFUND

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
12/31/19	J057805	C001249841, Object correction	2.00

INTERFUND

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
11/27/19	J057440	Record budgeted interfund transfer FD11 to FD41	1,500,000.00

RECOMMENDATION

It is recommended the Board approve the intrafund and interfund transfers as presented. 4.2 (12)

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

To:	Board of Trustees	Date: February 3, 2020
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended December 31, 2019	
Action:	Request for Approval	

BACKGROUND

Pursuant to Section 58310 of Title 5 of the California Code of Regulations, each California community college district shall submit a report showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board on a quarterly basis. The CCFS-311Q is the prescribed, routine report submitted to the System Office satisfying this requirement.

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the second quarter in fiscal year 2019-20 ended December 31, 2019.

ANALYSIS

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the six months covered in this report, the District has recognized 52.7% of budgeted revenues and other financing sources and 45.6% of budgeted expenditures and other outgo in the unrestricted General Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending December 31, 2019 as presented.

Fiscal Impact:	Not Applicable	Board Date: February 3, 2020
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	

California Community Colleges
QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q
 Fiscal Year 2019-2020

District: (870) Rancho Santiago Community College

Quarter Ended: December 31, 2019

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

As of June 30 for fiscal year specified.

	FY 2016-17 Actual	FY 2017-18 Actual	FY 2018-19 Actual	FY 2019-20 Projected
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	176,493,320	184,723,668	197,986,235	195,157,744
Other Financing Sources (Objects 8900)	148,482	9,143	19,820	16,677
Total Unrestricted Revenues	176,641,802	184,732,811	198,006,055	195,174,421
Expenditures:				
(Objects 1000-6000)	168,922,219	176,673,046	190,739,321	194,149,928
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	9,399,551	5,410,869	6,410,901	4,250,320
Total Unrestricted Expenditures	178,321,770	182,083,915	197,150,222	198,400,248
Revenues Over(Under)Expenditures	(1,679,968)	2,648,896	855,833	(3,225,827)
Fund Balance, Beginning	36,934,285	35,254,317	37,903,213	38,759,046
Prior Year Adjustments + (-)	0	0	0	0
Adjusted Fund Balance, Beginning	36,934,285	35,254,317	37,903,213	38,759,046
Fund Balance, Ending	35,254,317	37,903,213	38,759,046	35,533,219
% of GF Balance to GF Expenditures	19.8%	20.8%	19.7%	17.9%

II. Annualized Attendance FTES: **This data is being captured in CCFS-320 and is no longer required here.**

Annualized FTES				
(Excluding apprentices and non-residents)				

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year presented			
	2016-17	2017-18	2018-19	2019-20
General Fund Cash Balance (Excluding Borrowed Funds)	68,483,176	71,240,660	109,806,545	127,057,909

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	195,126,744	195,157,744	102,808,591	52.7%
Other Financing Sources (Objects 8900)	5,000	5,000	16,677	333.5%
Total Unrestricted Revenues	195,131,744	195,162,744	102,825,268	52.7%
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	196,165,367	194,149,928	88,486,652	45.6%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	3,750,000	4,250,320	1,996,622	47.0%
Total Unrestricted Expenditures	199,915,367	198,400,248	90,483,274	45.6%
Revenues Over(Under) Expenditures	(4,783,623)	(3,237,504)	12,341,994	
Adjusted Fund Balance, Beginning	38,759,046	38,759,046	38,759,046	
Fund Balance, Ending	33,975,423	35,521,542	51,101,040	
% of UGF Fund Balance to UGF Expenditures	17.0%	17.9%		

V. Has the district settled any employee contracts during this quarter? YES NO
 If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

SALARIES

Contract Period Settled (Specify)	Management/Confidential		Academic**		Classified	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
2019-20			3,212,926	4.00%	2,299,302	4.00%
2020-21			3,334,598	4.00%	2,364,861	4.00%
2021-22			3,469,609	4.00%	2,350,014	4.00%

*As specified in Collective Bargaining Agreement.

BENEFITS

Contract Period Settled (Specify)	Management		Academic		Classified	
	Total Salary Cost Increase		Total Salary Cost Increase		Total Salary Cost Increase	
2019-20			1,494,082		1,627,311	
2020-21			1,947,326		2,324,461	
2021-22			968,251		1,970,254	

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:

The district intends to fund the 2019/20 salary and benefit increases for FARSCCD and CSEA with current year funded COLA and current year unallocated funding.

VI. Did the district have significant events for the quarter (include incidence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

YES NO

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

VII. Does the district have significant fiscal problems that must be addressed this year?

YES NO

Next Year?

YES NO

CERTIFICATION

Rancho Santiago Community College District

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

 District Chief Business Officer Date

 District Chief Executive Officer Date

Quarter Ended: December 31, 2019

Governing Board Meeting Date: February 3, 2020

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

To:	Board of Trustees	Date: February 3, 2020
Re:	Quarterly Investment Report as of December 31, 2019	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended December 31, 2019 is submitted in accordance with Section 53646(b) of the Government Code. The District's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF). In addition, the OPEB Irrevocable Trust is managed by Public Agency Retirement Services (PARS) and invested with Vanguard funds.

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of December 31, 2019 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended December 31, 2019, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" and Performance Report for the period ending December 31, 2019, and (4) a copy of the District's OPEB Post-employment Benefits Trust account report for the period ending December 31, 2019 from PARS.

All investments for the quarter ended December 31, 2019 are in accordance with Board Policy 6320, and there has been no change in the policy during this quarter.

RECOMMENDATION

The quarterly investment report as of December 31, 2019 is presented as information.

Fiscal Impact:	None	Board Date: February 3, 2020
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

Rancho Santiago Community College District
Statement of Cash
December 31, 2019

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	53,193,831	2.11%	Oct - Dec	15.16%
Bond Sinking Funds	28,778,212	2.11%	Oct - Dec	8.20%
All Other Funds	265,009,431	2.11%	Oct - Dec	75.52%
Local Agency Investment Fund (LAIF)	159,732	2.29%	Oct - Dec	0.05%
Revolving Fund, Refundable Deposits and Cash in Banks	3,791,198	0.50%	Oct - Dec	1.08%
	<u>350,932,404</u>			<u>100.00%</u>

Rancho Santiago Community College District

Cash Position December 31, 2019

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County-Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 912X	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12 & 13)	1	11/12/13	125,069,420				1,888,489	100,000			127,057,909
Child Development Fund	12	33	1,550,963				27,631				1,578,594
Bond Fund Measure Q	23	43	53,193,831								53,193,831
Bond Int & Red Fund	31	21-24				28,778,212					28,778,212
Capital Outlay Projects Fund	40	41	89,504,631				5,404				89,510,035
Workers' Compensation Fund	68	62	2,383,328						65,990		2,449,318
Property and Liability Fund	70	61	4,798,928						25,000		4,823,928
Retiree Benefits Fund	71	63	40,704,052							159,732	40,863,784
Student Financial Aid	74	74	998,109				1,678,684				2,676,793
Totals			318,203,262	-	-	28,778,212	3,600,208	100,000	90,990	159,732	350,932,404

4.4 (3)



OFFICE OF THE TREASURER-TAX COLLECTOR
SHARI L. FREIDENRICH, CPA, CCMT, CPFA, ACPFIM



INTERDEPARTMENTAL COMMUNICATION

Date: January 17, 2020

To: Michelle Steel, Chair
Andrew Do, Vice Chairman
Supervisor Doug Chaffee
Supervisor Donald P. Wagner
Supervisor Lisa A. Bartlett

From: Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM 

Subject: Treasurer's Investment Report for the Month Ended December 31, 2019

Attached please find the Treasurer's Investment Report for the County of Orange for the month ended December 31, 2019. The County Treasurer provides this report in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information including charts on fund composition and the top ten pool participants. This report is also publicly available on our website at ocgov.com/ocinvestments.

INVESTMENT POOL COMPOSITION

The investments contained within this report are as of December 31, 2019. The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool (OCIP) that includes the Voluntary Participants' funds, the Orange County Educational Investment Pool (OCEIP), the John Wayne Airport Investment Fund and various other specific non-pooled investment funds. The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner which will provide maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The County Treasurer established three short-term funds, the Orange County Money Market Fund (OCMMF), the Orange County Educational Money Market Fund (OCEMMF), and the John Wayne Airport Investment Fund, which all are invested in cash-equivalent securities and provide liquidity for immediate cash needs. Standard & Poor's, on December 13, 2019 reaffirmed their highest rating of AAAM on the OCMMF and the OCEMMF. The County Treasurer also established the Extended Fund that is generally invested to meet longer-term cash needs up to five years. The OCIP is comprised of the OCMMF and portions of the Extended Fund. The OCEIP is comprised of the OCMMF and portions of the Extended Fund.

The maximum maturity of investments for the OCMMF and the OCEMMF is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 24 and 26, respectively. The maximum maturity of investments for the John Wayne Airport Investment Fund is 15 months, with a maximum WAM of 90 days, and a current WAM of 86. The maximum maturity of the Extended Fund is five years, with duration not to exceed 1.5 years, and the duration is currently at 0.78. The investments in all of the funds are marked to market daily to calculate the daily fair value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

ECONOMIC UPDATE

In December 2019, the job market added 145,000 new jobs, and November's job numbers were revised downward by 10,000 to 256,000. The U.S. unemployment rate for December remained unchanged from November at 3.5%.

The Empire State Manufacturing Index rose to 3.5 from 2.9 in November. The Philadelphia Fed Index decreased to 0.3, from 10.4 in November. The Federal Reserve uses these indexes as regional economic gauges, and a reading above zero signals economic expansion. With respect to housing, S&P/CaseShiller reported that year-over-year housing prices increased for the ninetieth consecutive month in October, up 3.34% from a year ago. The index for pending home sales increased 5.6% on a year-over-year basis in December, from 3.9% in November.

The 10-year Treasury rate increased from 1.78% in November to 1.92% in December. The short-term 90-day T-bill decreased from 1.59% at the end of November to 1.55% at the end of December. The rate on the 2-year Treasury note was 1.58% at the end of December, a decrease from the November rate of 1.61%.

INVESTMENT INTEREST YIELDS AND FORECAST

The current gross and net year-to-date yields for fiscal year 2019/2020 are 2.17% and 2.11% for OCIP and 2.21% and 2.15% for OCEIP. The current gross and net yields forecast for fiscal year 2019/2020 are 2.15% and 2.09% for both OCIP and OCEIP.

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution for October 2019, November 2019 and December 2019 interest apportionments are expected to be paid in January 2020, February 2020 and March 2020 respectively. The investment administration fee for fiscal year 2019/2020 is estimated at 5.9 basis points.

TEMPORARY TRANSFERS

The County Treasurer, as required by Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 15-016, is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. Temporary transfers from the OCEIP total \$40 million and will be repaid by January 31, 2020.

PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS

Under guidelines outlined in the current IPS, the County Treasurer may invest in "AA" or above rated securities issued by municipalities. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. The Investment Pools may invest no more than 5% of individual pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$201 million in County of Orange debt, which represents approximately 1.8% of total pooled assets. On January 7, 2020, the Investment Pools purchased, at par value, \$464 million of unrated County of Orange Taxable Pension Obligation Bonds 2020 Series A debt in a private placement with coupon interest rates ranging from 1.770% to 1.820%. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

COMPLIANCE SUMMARY

The investment portfolios had no compliance exceptions for the month of December, 2019.

CREDIT UPDATE

During December, there were no changes to the Treasurer's Approved Issuer List. However, on January 7, 2020, the Credit Investment Committee approved the addition of the County of Orange Taxable Pension Obligation Bonds 2020 Series A. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

I certify that this report includes all pooled and non-pooled investments as of December 31, 2019 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on November 19, 2019. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures

cc: Distribution List

ORANGE COUNTY TREASURER-TAX COLLECTOR

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	DECEMBER 2019	NOVEMBER 2019	INCREASE (DECREASE)	NET CHANGE %	DECEMBER 2018	INCREASE (DECREASE)	NET CHANGE %
<u>Orange County Investment Pool (OCIP)</u>							
End Of Month Market Value ^{1,2}	\$ 5,091,530,022	\$ 4,451,712,839	\$ 639,817,183	14.37%	\$ 5,008,408,848	\$ 83,121,174	1.66%
End Of Month Book Value ²	\$ 5,074,870,551	\$ 4,432,886,066	\$ 641,984,485	14.48%	\$ 5,016,509,479	\$ 58,361,072	1.16%
Monthly Average Balance ²	\$ 5,625,603,546	\$ 4,495,891,987	\$ 1,129,711,559	25.13%	\$ 5,430,555,655	\$ 195,047,891	3.59%
Year-To-Date Average Balance	\$ 4,303,850,963	\$ 4,039,500,446	\$ 264,350,517	6.54%	\$ 4,251,548,062	\$ 52,302,901	1.23%
Monthly Accrued Earnings ³	\$ 9,423,469	\$ 7,800,487	\$ 1,622,982	20.81%	\$ 9,757,749	\$ (334,280)	-3.43%
Monthly Net Yield	1.88%	2.01%	-0.13%	-6.42%	2.04%	-0.16%	-7.93%
Year-To-Date Net Yield ⁴	2.11%	2.18%	-0.07%	-3.13%	1.83%	0.28%	15.39%
Annual Estimated Gross Yield	2.15%	2.15%	0.00%	0.00%	2.11%	0.04%	2.06%
Weighted Average Maturity (WAM) ⁵	219	271	(52)	-19.19%	275	(56)	-20.36%
<u>Orange County Educational Investment Pool (OCEIP)</u>							
End Of Month Market Value ^{1,2}	\$ 6,099,020,032	\$ 4,708,367,206	\$ 1,390,652,826	29.54%	\$ 5,370,720,634	\$ 728,299,398	13.56%
End Of Month Book Value ²	\$ 6,076,480,394	\$ 4,686,453,731	\$ 1,390,026,663	29.66%	\$ 5,380,553,768	\$ 695,926,626	12.93%
Monthly Average Balance ²	\$ 5,126,497,577	\$ 4,570,058,655	\$ 556,438,922	12.18%	\$ 4,752,884,924	\$ 373,612,653	7.86%
Year-To-Date Average Balance	\$ 4,935,620,248	\$ 4,897,444,782	\$ 38,175,466	0.78%	\$ 4,629,927,160	\$ 305,693,088	6.60%
Monthly Accrued Earnings ³	\$ 8,803,880	\$ 8,136,863	\$ 667,017	8.20%	\$ 8,521,030	\$ 282,850	3.32%
Monthly Net Yield	1.94%	2.07%	-0.13%	-6.47%	2.02%	-0.09%	-4.35%
Year-To-Date Net Yield ⁴	2.15%	2.19%	-0.04%	-1.83%	1.82%	0.33%	18.41%
Annual Estimated Gross Yield	2.15%	2.15%	0.00%	0.00%	2.09%	0.06%	2.70%
Weighted Average Maturity (WAM) ⁵	245	296	(51)	-17.23%	306	(61)	-19.93%

¹ Market values provided by Bloomberg and Northern Trust.

² In December 2019, OCIP End of Month Market and Book Value and Monthly Average Balances increased from the prior month primarily due to higher incoming secured property tax receipts. OCEIP End of Month and Book Values and Monthly Average Balance increased from prior month and year primarily due to the receipt of the unsecured property tax apportionment on December 17, 2019 for \$1.05 billion up from last year's apportionment of \$961 million.

³ In December 2019, OCIP Monthly Accrued Earnings were higher than the prior month primarily due to an increased pool balance. The OCIP and OCEIP December 2018 Monthly Accrued Earnings and Monthly and Year-to-Date Net Yields are higher than the reported yields in the Monthly Investment December 2018 Report due to the addition of the Money Market Mutual Funds (MMMF) interest income that was not posted timely as noted in the June 2019 report.

⁴ In December 2019, OCIP and OCEIP Year-to-Date Net Yields were higher than the prior year primarily due to increased pool balances and to the eleven Federal Reserve short-term rate changes resulting in a net increase of 1.25% since November 2016.

⁵ In December 2019, OCIP and OCEIP Weighted Average Maturity (WAM) declined from prior month and year primarily due to incoming secured property tax receipts being invested in overall shorter maturities.

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
 FOR THE MONTH AND QUARTER ENDED: December 31, 2019

INVESTMENT STATISTICS - By Investment Pool⁽¹⁾

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 12/31/19	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
COMBINED POOL BALANCES (includes the Extended Fund)						
Orange County Investment Pool (OCIP)	MARKET Value \$ 5,091,530,022 COST (Capital) \$ 5,069,558,291 MONTHLY AVG Balance \$ 5,625,603,546 QUARTERLY AVG Balance \$ 4,707,034,481 BOOK Value \$ 5,074,870,551	219	1.95%	1.94%	2.06%	1.0033
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$ 6,099,020,032 COST (Capital) \$ 6,069,760,855 MONTHLY AVG Balance \$ 5,126,497,577 QUARTERLY AVG Balance \$ 4,768,353,998 BOOK Value \$ 6,076,480,394	245	2.02%	2.00%	2.11%	1.0037

INVESTMENT STATISTICS - Non-Pooled Investments⁽²⁾

DESCRIPTION	CURRENT BALANCE	INVESTMENT BALANCES AT COST
Specific Investment Funds: 283, FVSD, CCCD	MARKET Value \$ 98,870,289 COST (Capital) \$ 97,676,107 MONTHLY AVG Balance \$ 108,053,873 QUARTERLY AVG Balance \$ 108,101,358 BOOK Value \$ 97,484,476	John Wayne Airport Investment Fund 41,743,273 Fountain Valley School District Fund 40 34,700,216 CCCD Series 2017E Bonds 21,232,618 \$ 97,676,107

MONTH END TOTALS

INVESTMENTS & CASH		INVESTMENTS & CASH	
COUNTY MONEY MARKET FUND (OCMMF)			
County Money Market Fund	\$ 1,334,671,552	OCIP	\$ 5,077,708,273
County Cash & Cash Equivalent	8,149,982	OCEIP	6,070,225,288
EXTENDED FUND	8,786,033,398	Specific Investment Funds	97,676,107
EDUCATIONAL MONEY MARKET FUND (OCEMMF)		Non-Pooled Cash & Cash Equivalent	29,721,534
Educational Money Market Fund	1,018,614,196		
Educational Cash & Cash Equivalent	464,433		
NON-POOLED INVESTMENTS			
Non-Pooled Investments @ Cost	97,676,107		
Non-Pooled Cash & Cash Equivalent	29,721,534		
	\$ 11,275,331,202		\$ 11,275,331,202

KEY POOL STATISTICS

INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
OCMMF - MONTHLY GROSS YIELD	1.57%	OCMMF	24
OCEMMF - MONTHLY GROSS YIELD	1.58%	OCEMMF	26
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	1.63%	JOHN WAYNE AIRPORT WAM	86
OCIP - YTD NET YIELD ⁽³⁾	2.11%	LGIP WAM (Standard & Poors)	39
OCEIP - YTD NET YIELD ⁽³⁾	2.15%		
90-DAY T-BILL YIELD - MONTHLY AVERAGE	1.55%		

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH AND QUARTER ENDED: December 31, 2019

INVESTMENT STATISTICS - By Investment Fund

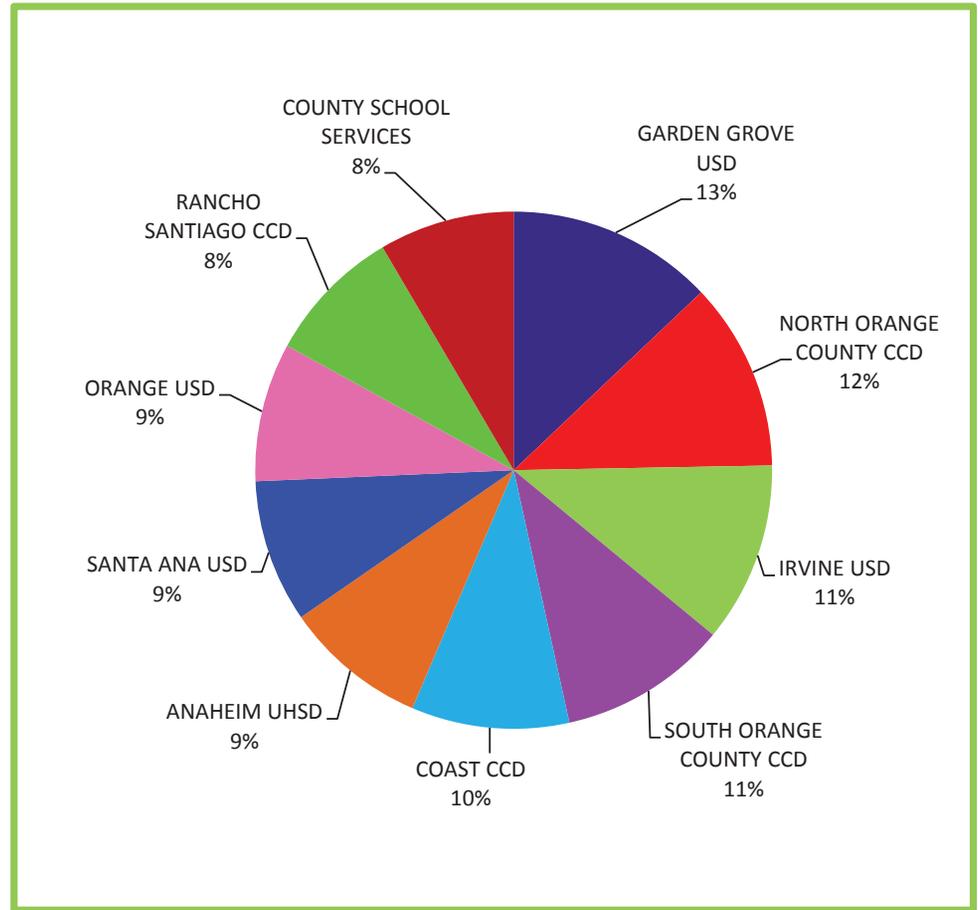
DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 12/31/19	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$ 1,335,660,236	24	1.54%	1.57%	1.69%	1.0002
	COST (Capital) \$ 1,334,671,552					
	MONTHLY AVG Balance \$ 1,454,739,000					
	QUARTERLY AVG Balance \$ 1,187,315,218					
	BOOK Value \$ 1,335,383,241					
<u>Educational Money Market Fund (OCEMMF)</u>	MARKET Value \$ 1,019,495,419	26	1.56%	1.58%	1.72%	1.0004
	COST (Capital) \$ 1,018,614,196					
	MONTHLY AVG Balance \$ 758,654,167					
	QUARTERLY AVG Balance \$ 821,850,998					
	BOOK Value \$ 1,019,111,817					
<u>Extended Fund</u>	MARKET Value \$ 8,835,394,399	289	2.10%	2.11%	2.23%	1.0044
	COST (Capital) \$ 8,786,033,398					
	MONTHLY AVG Balance \$ 8,538,707,956					
	QUARTERLY AVG Balance \$ 7,466,222,263					
	BOOK Value \$ 8,796,855,887					
ALLOCATION OF EXTENDED FUND						
<u>Extended Fund</u> <u>OCIP Share</u>	MARKET Value \$ 3,755,869,786	289	2.10%	2.11%	2.23%	1.0044
	COST (Capital) \$ 3,734,886,739					
	MONTHLY AVG Balance \$ 4,170,864,546					
	QUARTERLY AVG Balance \$ 3,519,719,263					
	BOOK Value \$ 3,739,487,310					
<u>OCEIP Share</u>	MARKET Value \$ 5,079,524,613	289	2.10%	2.11%	2.23%	1.0044
	COST (Capital) \$ 5,051,146,659					
	MONTHLY AVG Balance \$ 4,367,843,410					
	QUARTERLY AVG Balance \$ 3,946,503,000					
	BOOK Value \$ 5,057,368,577					
<u>Modified Duration</u>						0.78

- (1) The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.
- (2) Specific non-pooled investments are reported in compliance with Government Code Section 53646 (b)(1). Detailed descriptions are included in the inventory listing in Section VII of this report.
- (3) The Net Yield differs from the Monthly Gross Yield as it includes the deduction of the Investment Administrative Fee.

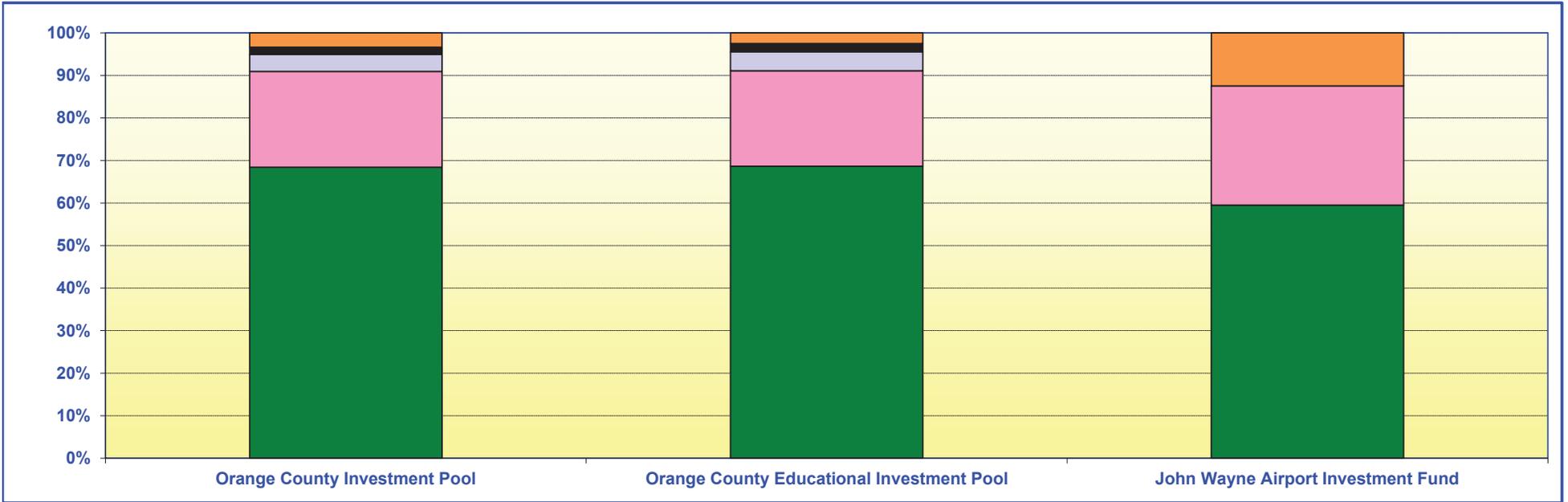
**ORANGE COUNTY EDUCATIONAL INVESTMENT POOL
TOP TEN POOL PARTICIPANTS
AS OF DECEMBER 31, 2019**

DISTRICT #	SCHOOL DISTRICT	BALANCE ⁽¹⁾
72	GARDEN GROVE USD	\$ 500,170,708 (1)
88	NORTH ORANGE COUNTY CCD	455,949,778 (1)
75	IRVINE USD	436,090,374 (1)
96	SOUTH ORANGE COUNTY CCD	408,673,819
90	COAST CCD	381,941,168 (1)
64	ANAHEIM UHSD	346,961,638 (1)
84	SANTA ANA USD	346,011,826 (1)
80	ORANGE USD	335,492,818 (1)
92	RANCHO SANTIAGO CCD	330,636,835 (1)
94	COUNTY SCHOOL SERVICES	327,635,686
TOTAL		\$ 3,869,564,650

(1) BALANCES INCLUDE GENERAL OBLIGATION BOND PROCEEDS



ORANGE COUNTY TREASURER - TAX COLLECTOR
BY INVESTMENT TYPE AT MARKET VALUE - By Percentage Holdings
December 31, 2019

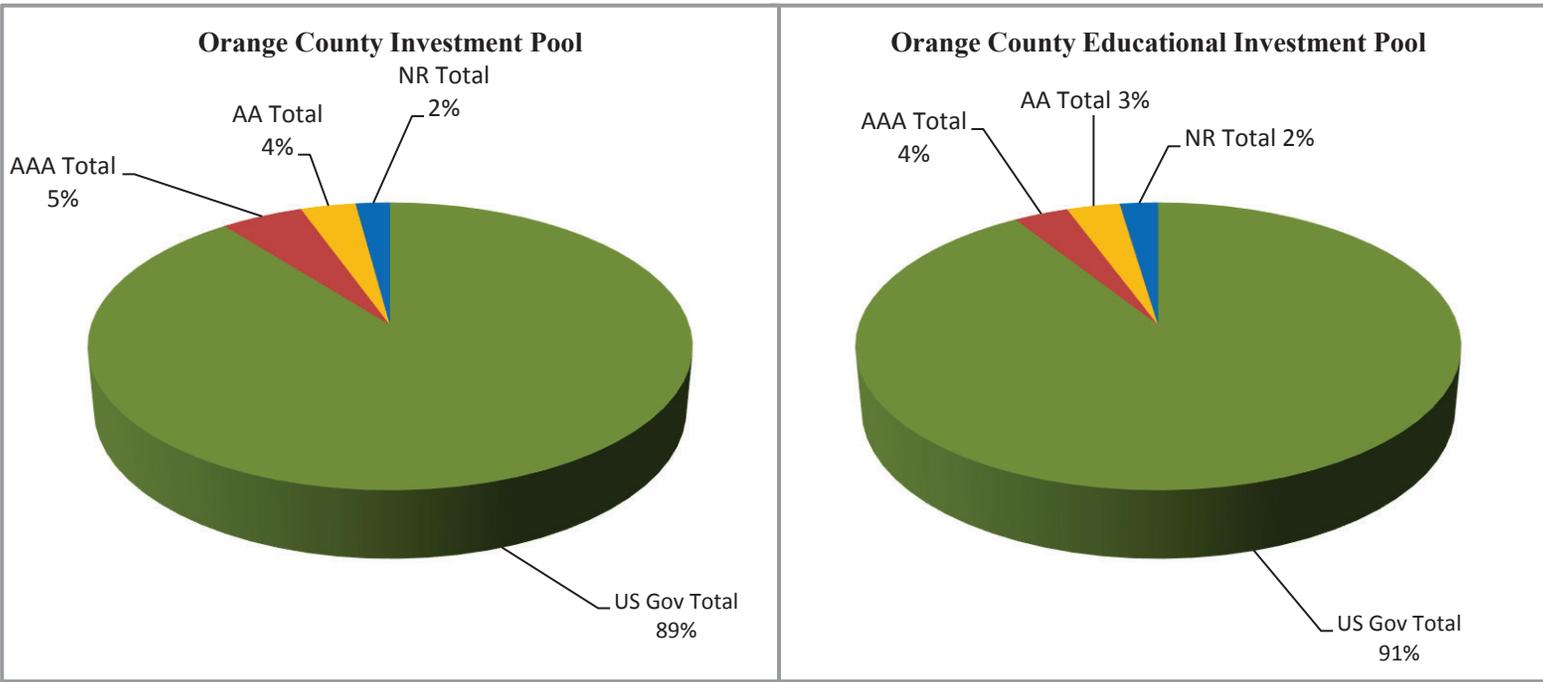


Orange County Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 3,465,162	68.06%
U. S. TREASURIES	1,139,747	22.39%
MEDIUM-TERM NOTES	203,290	3.99%
MUNICIPAL DEBT	85,482	1.68%
MONEY MARKET MUTUAL FUNDS	170,710	3.35%
LOCAL AGENCY INVESTMENT FUND	27,139	0.53%
	<u>\$ 5,091,530</u>	<u>100.00%</u>

Orange County Educational Investment Pool		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 4,161,983	68.24%
U. S. TREASURIES	1,360,662	22.31%
MEDIUM-TERM NOTES	272,027	4.46%
MUNICIPAL DEBT	115,608	1.90%
MONEY MARKET MUTUAL FUNDS	152,036	2.49%
LOCAL AGENCY INVESTMENT FUND	36,704	0.60%
	<u>\$ 6,099,020</u>	<u>100.00%</u>

John Wayne Airport Investment Fund		
	In Thousands	%
U. S. GOVERNMENT AGENCIES	\$ 24,886	59.51%
U. S. TREASURIES	\$ 11,718	28.02%
MONEY MARKET MUTUAL FUNDS	\$ 5,216	12.47%
	<u>\$ 41,820</u>	<u>100.00%</u>

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 December 31, 2019



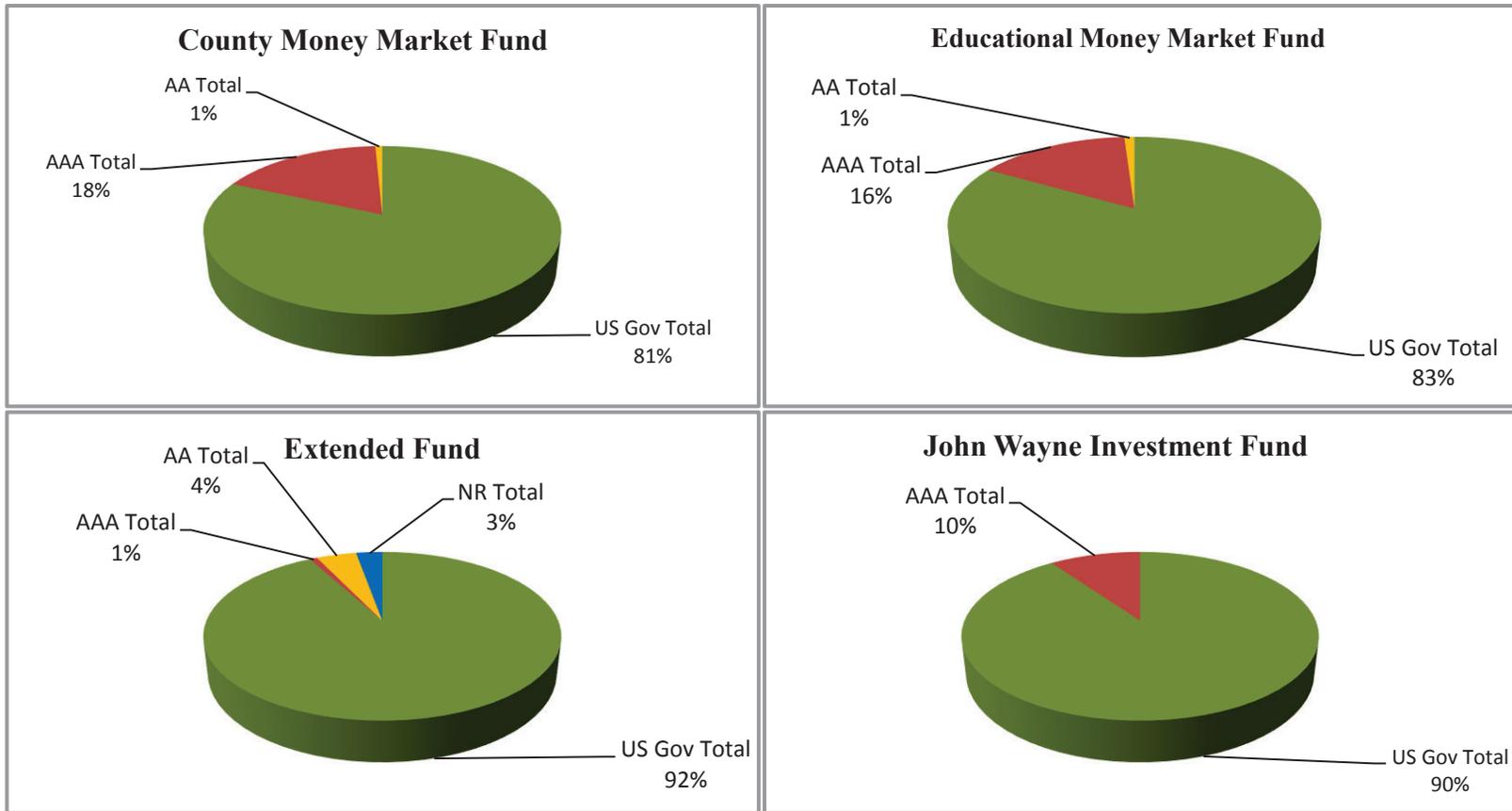
US GOV Includes Agency & Treasury Debt
AA includes AA+, AA-, & AA
NR Includes LAIF and Orange County Pension Obligation Bonds

4.4 (11)

ORANGE COUNTY TREASURER - TAX COLLECTOR

CREDIT QUALITY BY MARKET VALUE

December 31, 2019



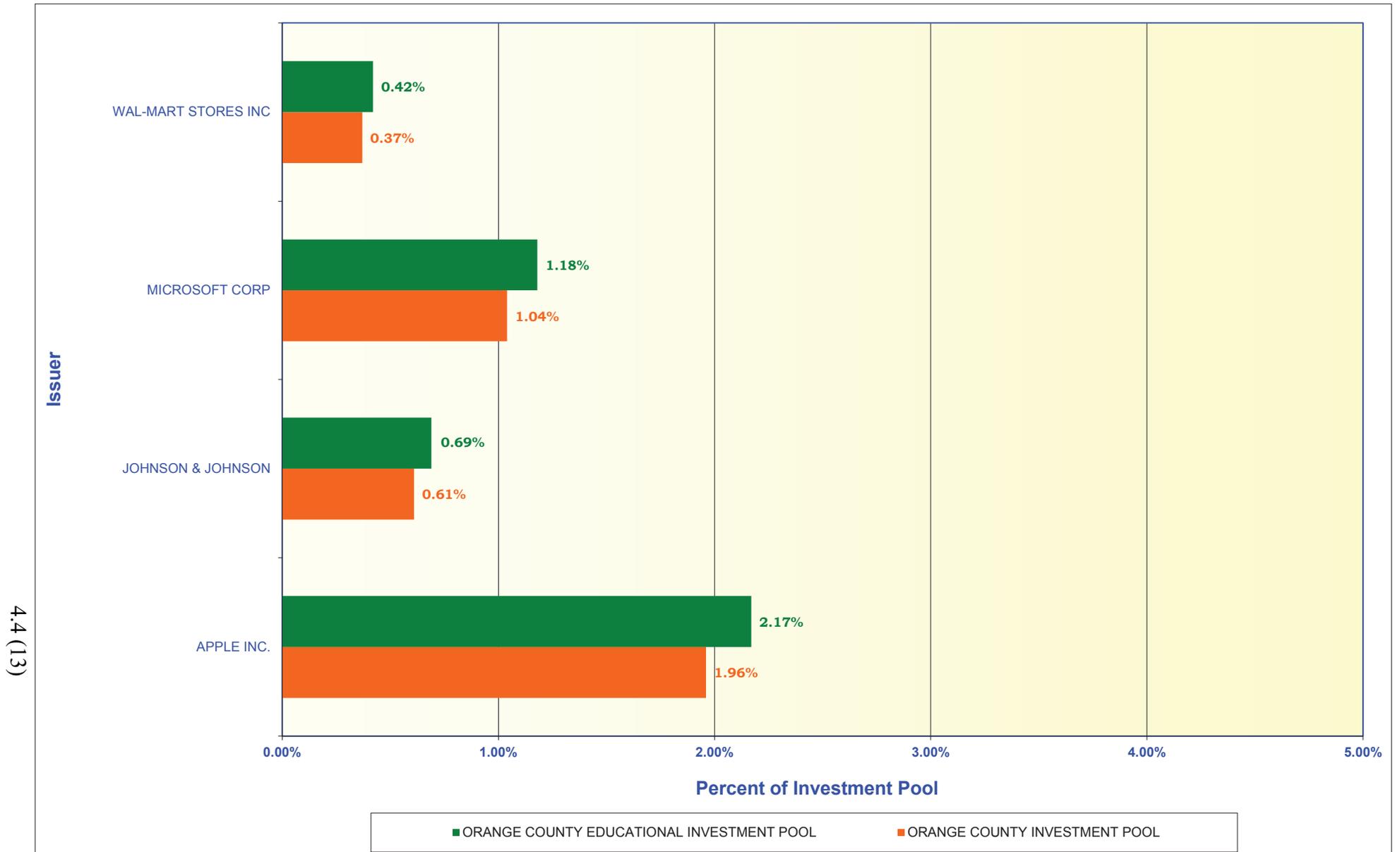
US GOV Includes Agency & Treasury Debt

AA includes AA+, AA-, & AA

NR Includes LAIF and Orange County Pension Obligation Bonds

4.4 (12)

ORANGE COUNTY TREASURER - TAX COLLECTOR
MEDIUM-TERM NOTES / CERTIFICATES OF DEPOSIT
ISSUER CONCENTRATION-By Investment Pool
 December 31, 2019



4.4 (13)

ORANGE COUNTY TREASURER-TAX COLLECTOR

APPROVED ISSUER LIST - OCIP, OCEIP, and JWA

December 31, 2019

ISSUER	S/T RATINGS			L/T RATINGS		
	S&P	Moody's	Fitch	S&P	Moody's	Fitch
U.S. TREASURY SECURITIES						
U.S. GOVERNMENT	A-1+	P-1	F1+	AA+	Aaa	AAA
U.S. GOVERNMENT AGENCY SECURITIES						
FEDERAL NATIONAL MORTGAGE ASSOCIATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN MORTGAGE CORPORATION	A-1+	P-1	F1+	AA+	Aaa	AAA
FEDERAL HOME LOAN BANKS	A-1+	P-1	NR	AA+	Aaa	NR
FEDERAL FARM CREDIT BANKS	A-1+	P-1	F1+	AA+	Aaa	AAA
MEDIUM-TERM NOTES						
APPLE INC	A-1+	P-1	NR	AA+	Aa1	NR
MICROSOFT CORPORATION	A-1+	P-1	F1+	AAA	Aaa	AA+
ISSUERS ON HOLD						
JOHNSON & JOHNSON (SEPTEMBER, 2019)*	A-1+	P-1	F1+	AAA	Aaa	AAA
TORONTO DOMINION BANK NY (MARCH, 2017)**	A-1+	P-1	F1+	AA-	Aa3	AA-
WALMART INC (JULY, 2018)***	A-1+	P-1	F1+	AA	Aa2	AA
MUNICIPAL BONDS						
COUNTY OF ORANGE TAXABLE PENSION OBLIGATION BONDS, 2019 SERIES A	NR	NR	NR	NR	NR	NR
COUNTY OF ORANGE TAXABLE PENSION OBLIGATION BONDS, 2020 SERIES A****	NR	NR	NR	NR	NR	NR
STATE POOL - LOCAL AGENCY INVESTMENT FUND						
LOCAL AGENCY INVESTMENT FUND	NR	NR	NR	NR	NR	NR
MONEY MARKET MUTUAL FUNDS *****						
NAME OF FUND	S & P		Moody's		Fitch	
INVESCO GOVERNMENT & AGENCY SHORT-TERM INVESTMENTS TRUST (AIM)	AAAm		Aaa-mf		AAAmf	
GOLDMAN SACHS FINANCIAL SQUARE GOVT FUND	AAAm		Aaa-mf		NR	
MORGAN STANLEY INSTITUTIONAL LIQUIDITY FUNDS - GOVT	AAAm		Aaa-mf		NR	
NORTHERN INSTITUTIONAL TREASURY PORTFOLIO	AAAm		NR		NR	

* Moody's placed its L/T issuer credit rating on Negative Outlook on August 28, 2019.

** Moody's downgraded its L/T issuer credit rating from Aa1 to Aa3 on September 24, 2018.

*** S&P changed the Walmart Inc Outlook from Negative to Stable on June 10, 2019.

**** County of Orange Taxable Pension Obligation Bonds, 2020 Series A bonds were approved by the Credit Investment Committee on January 7, 2020.

***** All money market funds are institutional money market funds investing in debt issued or guaranteed by the U.S. Government and its agencies.

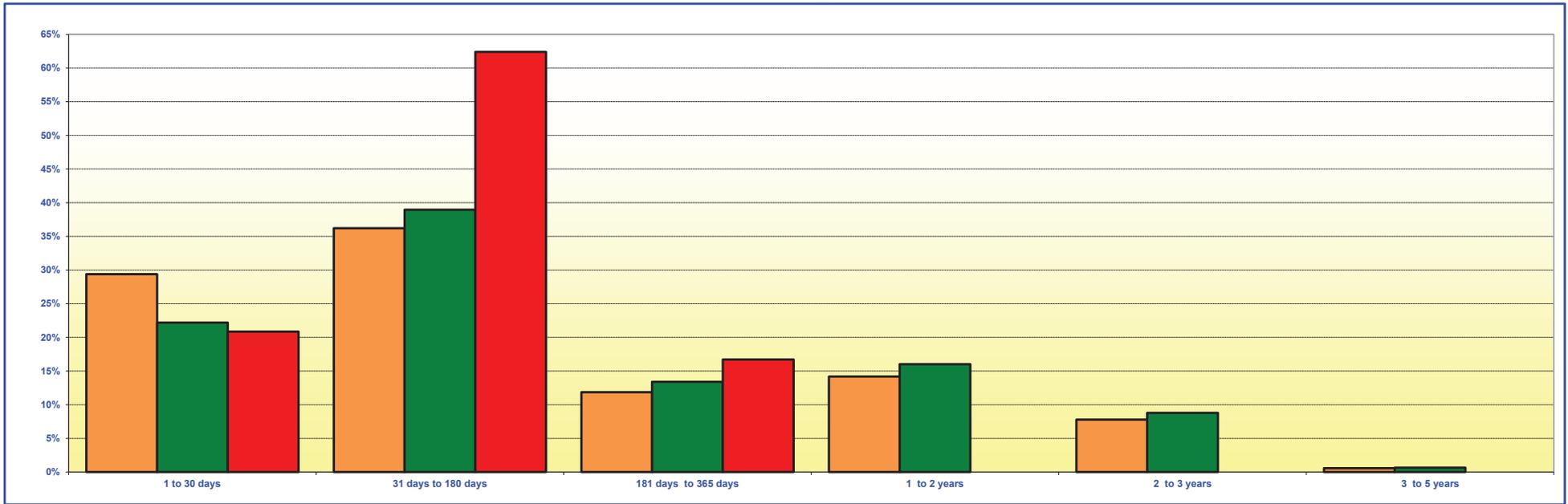
**Orange County Treasurer-Tax Collector
Changes in Approved Issuer's List
For the Month Ended December 31, 2019**

During December, there were no changes to the Treasurer's Approved Issuer List. However, on January 7th, 2020 the Credit Investment Committee approved the addition of the County of Orange Taxable Pension Obligation Bonds, 2020 Series A.

An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

**ORANGE COUNTY TREASURER - TAX COLLECTOR
MATURITIES DISTRIBUTION**

December 31, 2019



ORANGE COUNTY INVESTMENT POOL			
	In Thousands ⁽¹⁾⁽²⁾		%
1 TO 30 DAYS	\$	1,492,739	29.38%
31 TO 180 DAYS		1,840,516	36.22%
181 TO 365 DAYS		602,343	11.86%
1 YEAR TO 2 YEARS		720,469	14.18%
2 YEARS TO 3 YEARS		395,608	7.79%
3 YEARS TO 5 YEARS		28,996	0.57%
TOTAL	\$	5,080,670	100.00%

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL			
	In Thousands ⁽¹⁾⁽²⁾		%
1 TO 30 DAYS	\$	1,350,498	22.20%
31 TO 180 DAYS		2,369,925	38.96%
181 TO 365 DAYS		814,622	13.39%
1 YEAR TO 2 YEARS		974,380	16.02%
2 YEARS TO 3 YEARS		535,029	8.79%
3 YEARS TO 5 YEARS		39,214	0.64%
TOTAL	\$	6,083,670	100.00%

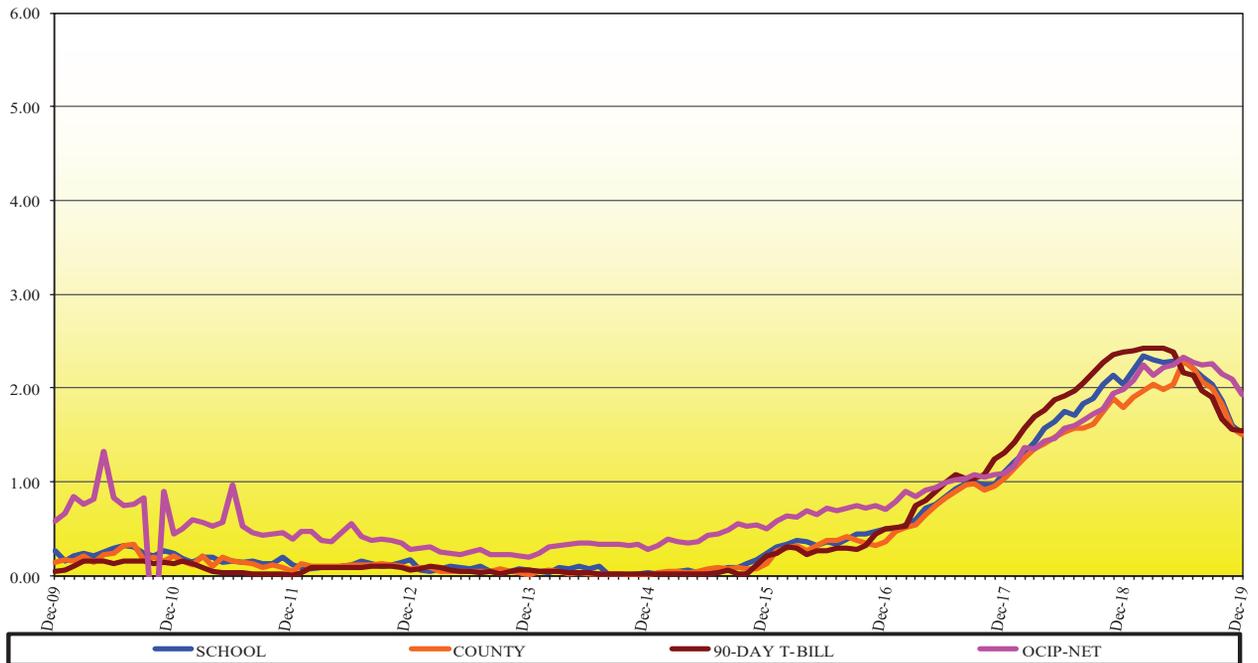
JOHN WAYNE AIRPORT INVESTMENT FUND			
	In Thousands ⁽¹⁾⁽²⁾		%
1 TO 30 DAYS	\$	8,731	20.86%
31 TO 180 DAYS		26,125	62.42%
181 TO 365 DAYS		7,000	16.72%
TOTAL	\$	41,856	100.00%

(1) Maturity limits are calculated using face value.

(2) Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date. At 12/31/19, Floating Rate Notes comprise 1.06%, 1.20%, and 0.00% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Fund respectively.

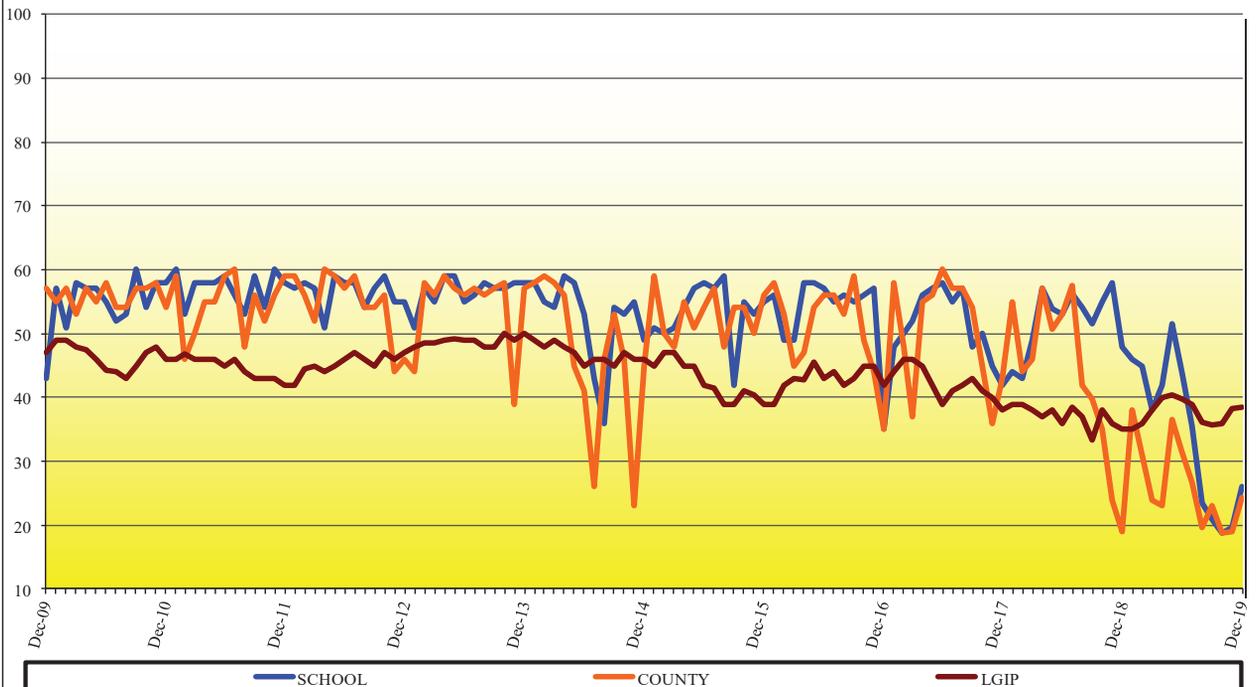
ORANGE COUNTY MONEY MARKET POOLS vs SELECTED MONEY MARKET YIELDS (INTEREST RATE YIELD)

For The Period December 2009 to December 2019



ORANGE COUNTY MONEY MARKET POOLS vs SELECTED AVERAGES WEIGHTED AVERAGE MATURITY (WAM)

For The Period December 2009 to December 2019



4.4 (17)

ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL YIELDS

January 1, 2019 - December 31, 2019

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<i>Current Month December 2019</i>				
OCMMF	\$ 1,335,660,236	\$ 1,931,330	1.57%	24
OCEMMF	\$ 1,019,495,419	\$ 1,014,175	1.58%	26
Extended Fund	\$ 8,835,394,399	\$ 15,281,844	2.11%	289
<i>November 2019</i>				
OCMMF	\$ 1,058,524,497	\$ 1,571,033	1.64%	19
OCEMMF	\$ 779,269,728	\$ 1,132,587	1.67%	20
Extended Fund	\$ 7,322,285,820	\$ 13,233,729	2.28%	351
<i>October 2019</i>				
OCMMF	\$ 1,301,652,647	\$ 1,488,272	1.88%	19
OCEMMF	\$ 708,932,611	\$ 1,428,622	1.92%	19
Extended Fund	\$ 6,901,735,677	\$ 13,257,176	2.30%	391
<i>September 2019</i>				
OCMMF	\$ 832,718,514	\$ 1,335,514	2.06%	23
OCEMMF	\$ 1,079,713,278	\$ 1,712,219	2.11%	21
Extended Fund	\$ 6,830,678,068	\$ 13,471,516	2.39%	412
<i>August 2019</i>				
OCMMF	\$ 812,723,446	\$ 1,320,483	2.14%	20
OCEMMF	\$ 1,113,887,882	\$ 2,107,568	2.18%	23
Extended Fund	\$ 6,863,197,257	\$ 13,930,239	2.35%	412
<i>July 2019</i>				
OCMMF	\$ 756,297,142	\$ 1,391,508	2.26%	27
OCEMMF	\$ 1,218,853,617	\$ 2,230,519	2.27%	36
Extended Fund	\$ 7,102,603,734	\$ 15,240,082	2.36%	393
<i>June 2019</i>				
OCMMF	\$ 754,373,471	\$ 1,686,999	2.36%	31
OCEMMF	\$ 1,278,057,068	\$ 1,690,613	2.37%	44
Extended Fund	\$ 7,802,972,979	\$ 15,681,474	2.39%	389
<i>May 2019</i>				
OCMMF	\$ 946,662,206	\$ 2,522,491	2.40%	36
OCEMMF	\$ 863,380,131	\$ 1,449,802	2.44%	52
Extended Fund	\$ 8,153,832,319	\$ 16,432,152	2.33%	400
<i>April 2019</i>				
OCMMF	\$ 1,473,136,985	\$ 3,268,647	2.41%	23
OCEMMF	\$ 673,755,896	\$ 1,385,453	2.45%	42
Extended Fund	\$ 8,469,216,639	\$ 16,026,764	2.32%	404
<i>March 2019</i>				
OCMMF	\$ 1,198,047,208	\$ 2,003,755	2.42%	24
OCEMMF	\$ 737,915,029	\$ 1,576,746	2.43%	38
Extended Fund	\$ 7,569,145,253	\$ 14,346,556	2.20%	373
<i>February 2019</i>				
OCMMF	\$ 959,764,688	\$ 1,446,952	2.39%	31
OCEMMF	\$ 818,406,110	\$ 1,728,742	2.47%	45
Extended Fund	\$ 7,765,300,719	\$ 13,865,935	2.33%	385
<i>January 2019</i>				
OCMMF	\$ 729,137,854	\$ 1,705,963	2.37%	38
OCEMMF	\$ 1,016,881,693	\$ 2,012,023	2.39%	46
Extended Fund	\$ 7,842,914,574	\$ 14,377,035	2.14%	389
Fiscal Year July 1, 2019 - June 30, 2020	Average Month End Market Value Balance	YTD Interest Income	YTD Gross Yield	YTD Average
OCIP	\$ 4,256,201,468	\$ 47,512,974	2.17%	291
OCEIP	\$ 5,056,069,194	\$ 55,565,442	2.21%	305
OC Extended Fund B	\$ -	\$ -	N/A	N/A

NOTE: Schedule does include additional interest income earned from Money Market Mutual Funds (MMMF) in FY 18-19, but excludes interest income from MMMFs earned in FY 17-18.

ORANGE COUNTY TREASURER-TAX COLLECTOR
CASH AVAILABILITY PROJECTION
FOR THE SIX MONTHS ENDING JUNE 30, 2020

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is primarily relying on historical trends involving deposits and withdrawals and known future cash flows. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending June 30, 2020, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

ORANGE COUNTY INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
December 2019 - Ending Cash				\$ 8,149,982
January	\$ 1,632,172,863	\$ 560,506,705	\$ 1,069,732,134	1,131,097,416
February	501,158,085	559,405,818	327,949,326	1,863,711,993
March	443,580,773	1,117,320,564	650,753,801	2,773,859,529
April	364,562,973	2,522,635,242	2,156,787,532	3,504,270,212
May	318,959,220	242,202,613	852,550,044	3,212,882,001
June	163,975,252	520,617,874	675,615,271	3,221,859,856

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
December 2019 - Ending Cash				\$ 464,433
January	\$ 1,521,356,798	\$ 600,147,862	\$ 937,827,287	1,184,141,806
February	603,477,653	305,128,516	703,845,111	1,388,902,864
March	516,922,036	628,661,135	731,640,064	1,802,845,971
April	452,125,731	1,334,152,161	730,139,893	2,858,983,970
May	433,820,634	267,148,829	726,935,069	2,833,018,364
June	221,763,900	873,864,199	716,976,128	3,211,670,335

ORANGE COUNTY TREASURER-TAX COLLECTOR
STATEMENT OF ACCOUNTABILITY
For the Month and Quarter Ended December 31, 2019

	Month	Quarter
Treasurer's Accountability at the Beginning of the Period:	\$ 9,430,791,660	\$ 8,855,692,628
Cash Receipts:		
County	2,791,598,895	5,168,168,424
School and Community College Districts	1,885,763,047	3,479,406,957
Total Cash Receipts	4,677,361,942	8,647,575,381
Cash Disbursements:		
County	2,302,314,336	4,001,436,593
School and Community College Districts	532,347,394	2,232,521,041
Total Cash Disbursements	2,834,661,730	6,233,957,634
Net Change in Cost Value of Pooled Assets	1,842,700,212	2,413,617,747
Net Decrease in Non-Pooled Investments	(3,923,592)	(10,584,819)
Net Increase in Non-Pooled Cash	5,762,922	16,605,646
Treasurer's Accountability at the End of the Period:	\$ 11,275,331,202	\$ 11,275,331,202
 Assets in the Treasury at the End of the Period (at Cost Value):		
Pooled Investments:		
Orange County Investment Pool		\$ 5,069,558,291
Orange County Educational Investment Pool		6,069,760,855
Total Pooled Investments		11,139,319,146
Non-Pooled Investments:		
Non-Pooled Investments - John Wayne Airport		41,743,273
Non-Pooled Investments - Fountain Valley School District Fund 40		34,700,216
Non-Pooled Investments - CCCD Series 2017E Bonds		21,232,618
Total Non-Pooled Investments		97,676,107
Cash and Cash Equivalent:		
Cash in banks - County		8,094,868
Cash in banks - Schools		464,433
Cash in banks - OC Sheriff		10,838,382
Cash in banks - John Wayne Airport ⁽¹⁾		18,883,152
Cash - Other		55,114
Total Cash		38,335,949
Total Assets in the Treasury at the End of the Period:		\$ 11,275,331,202

⁽¹⁾ Maturities settled with Northern Trust on 12/31/2019 and re-invested on 1/2/2020



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	RANCHO SANTIAGO COMM COLL DST
Account Number	75-30-010

As of 01/15/2020, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2019.

Earnings Ratio		.00006250085778970
Interest Rate		2.29%
Dollar Day Total	\$	14,681,603.08
Quarter End Principal Balance	\$	159,731.45
Quarterly Interest Earned	\$	917.61



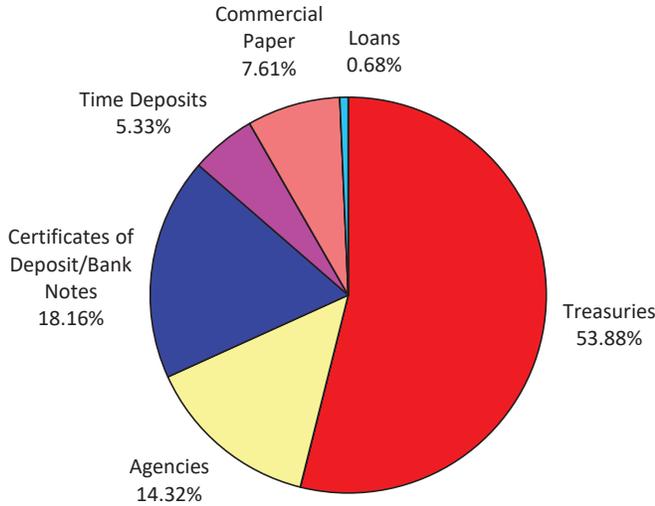
PMIA/LAIF Performance Report as of 01/15/2020



Pooled Money Investment Account Portfolio Composition ⁽¹⁾

12/31/19

\$88.9 billion



Percentages may not total 100% due to rounding

PMIA Average Monthly Effective Yields⁽¹⁾

Dec 2019	2.043
Nov 2019	2.103
Oct 2019	2.190

LAIF Quarterly Performance Quarter Ended 12/31/19

Apportionment Rate ⁽²⁾ :	2.29
Earnings Ratio ⁽²⁾ :	0.0000625008577897
Fair Value Factor ⁽¹⁾ :	1.001770298
Daily ⁽¹⁾ :	2.02%
Quarter to Date ⁽¹⁾ :	2.11%
Average Life ⁽¹⁾ :	226

PMIA Daily Rates⁽¹⁾

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
12/16/19	2.04	2.13	226
12/17/19	2.04	2.13	226
12/18/19	2.04	2.13	227
12/19/19	2.04	2.13	226
12/20/19	2.03	2.12	224
12/21/19	2.03	2.12	224
12/22/19	2.03	2.12	224
12/23/19	2.03	2.12	222
12/24/19	2.03	2.12	225
12/25/19	2.03	2.12	225
12/26/19	2.03	2.12	224
12/27/19	2.03	2.12	227
12/28/19	2.03	2.12	227
12/29/19	2.03	2.12	227
12/30/19	2.03	2.11	224
12/31/19	2.02	2.11	226
01/01/20	2.03	2.03	224
01/02/20	2.00	2.02	231
01/03/20	2.00	2.01	229
01/04/20	2.00	2.01	229
01/05/20	2.00	2.01	229
01/06/20	2.00	2.00	226
01/07/20	1.99	2.00	224
01/08/20	1.99	2.00	224
01/09/20	1.99	2.00	224
01/10/20	1.98	2.00	223
01/11/20	1.98	2.00	223
01/12/20	1.98	2.00	223
01/13/20	1.98	1.99	220
01/14/20	1.97	1.99	221
01/15/20	1.96	1.99	228

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund pursuant to Public Utility Code 3288 (a).

Source:

(1) State of California, Office of the Treasurer

(2) State of California, Office of the Controller

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PARS Post-Employment Benefits Trust

Account Report for the Period
12/1/2019 to 12/31/2019

Peter Hardash
Vice Chancellor, Business Ops/Fiscal Services
Rancho Santiago Community College District
2323 N Broadway, #404-1
Santa Ana, CA 92706

Account Summary

Source	Beginning Balance as of 12/1/2019	Contributions	Earnings	Expenses	Distributions	Transfers	Ending Balance as of 12/31/2019
OPEB	\$41,864,954.39	\$0.00	\$779,708.51	\$6,274.79	\$0.00	\$0.00	\$42,638,388.11
Totals	\$41,864,954.39	\$0.00	\$779,708.51	\$6,274.79	\$0.00	\$0.00	\$42,638,388.11

Investment Selection

Source	
OPEB	Vanguard Balanced Strategy

Investment Objective

Source	
OPEB	The Balanced Portfolio invests in Vanguard mutual funds using an asset allocation strategy designed for investors seeking both a reasonable level of income and long-term growth of capital and income.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	1.86%	4.90%	-	-	-	-	6/26/2019

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

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

To:	Board of Trustees	Date: February 3, 2020
Re:	Approval of Utilization of the California Multiple Award Schedule (CMAS), Contracts #4-18-78-0032B and #4-07-51-0019A – Deere & Company	
Action:	Request for Approval	

BACKGROUND:

The new Santiago Canyon College Grounds department is in the final stages of selecting landscaping equipment to maintain the campus grounds and athletic fields. Purchasing Services has identified two California Multiple Award Schedule (CMAS) contracts for Deere & Company which would allow the purchase of landscaping equipment. The District would like to utilize CMAS Contract #4-18-78-0032B and #4-07-51-0019A for the initial procurement. In order to utilize this contract Board of Trustees approval is required.

ANALYSIS:

Utilization of CMAS Contract #4-18-78-0032B and #4-07-51-0019A will allow the District to purchase equipment such as mowers, compact utility tractors, bunker and field rakes, lawn aerators, sweepers, fertilizer spreaders and various other items. The complete contract and product information is available for review in the Purchasing Services Department. The contract is approved by the State of California, Department of General Services and meets all legal requirements. California Multiple Award Schedule (CMAS) pricing mirrors General Services Administration (GSA) Contracts on GS-07F-9670S and GS-06F-0083S. These contracts provide discounts ranging from 12% - 28% depending on the item and is good through August and September, 2021. The equipment identified thus far is estimated to be \$90,000 excluding taxes and freight charges which will be determined when the order is placed.

This project is funded by the Capital Outlay budget.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Utilization of the California Multiple Award Schedule (CMAS), Contracts #4-18-78-0032B and #4-07-51-0019A to Deere & Company for landscaping equipment, including renewals, future addendums, supplements and extensions as presented.

Fiscal Impact:	Initial purchase estimated at \$90,000 plus taxes and freight.	Board Date: February 3, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

State of California
MULTIPLE AWARD SCHEDULE
Deere & Company

CMAS NUMBER:	4-18-78-0032B
AMENDMENT NUMBER:	1
CMAS TERM DATES:	1/11/2018 through 8/31/2021
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	December 1, 2017 (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE #:	GS-07F-9670S
BASE SCHEDULE HOLDER:	Deere & Company

This CMAS provides for the purchase and warranty of utility vehicles. (See page 3 for the restrictions applicable to this CMAS.)

The purpose of this amendment is to incorporate the following changes:

1. The contact and phone number have been replaced in the "Issue Purchase Order To" provision.
2. Allow Local Government Agencies the ability to use this CMAS agreement.
3. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions dated December 1, 2017, products and/or services are included herein. Please review these provisions carefully because they may have changed since issuance of your last CMAS.

The provisions of the original CMAS have been incorporated into this amendment. Amendment 1 replaces the original CMAS in its entirety.

Original Signature on File

Effective Date: **9/05/2019**

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

State of California
MULTIPLE AWARD SCHEDULE
Deere & Company

CMAS NUMBER:	4-07-51-0019A
AMENDMENT NUMBER:	8
CMAS TERM DATES:	6/28/2016 through 9/30/2021
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	December 1, 2017 (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE #:	GS-06F-0083S
BASE SCHEDULE HOLDER:	Deere & Company

This CMAS provides for the purchase and warranty of lawn and garden equipment and accessories.

The purpose of this amendment is to incorporate the following changes:

1. The contact and phone number have been replaced in the "Issue Purchase Order To" provision.
2. Allow Local Government Agencies the ability to use this CMAS agreement.
3. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions dated December 1, 2017, products and/or services are included herein. Please review these provisions carefully because they have changed since issuance of your last CMAS.

The provisions of amendment 7 (Renewal) have been incorporated into this amendment. Amendment 8 replaces amendment 7 in its entirety.

Original Signature on File

Effective Date: **9/05/2019**

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

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

To:	Board of Trustees	Date: February 3, 2020
Re:	Acceptance of Donation of Vehicle	
Action:	Request for Approval	

BACKGROUND

Individuals from time to time donate unwanted vehicles to the Santa Ana College Automotive Technology Program for instructional use. As prescribed in BP3820 such donations must be accepted by Board of Trustee action.

ANALYSIS

RSCCD Board President Claudia Alvarez has donated a 2007 BMW X3 to Santa Ana College. The VIN number is WBXPC93467WF07104, the estimated value of this vehicle is \$2,000, this value is determined by Kelley Blue estimations based on mileage, condition and year of vehicle.

The vehicle is considered to be in good condition and will be put to use in support of day-to-day activities related to lab assignments, testing, disassembly and assembly for students enrolled in the Santa Ana College Automotive Technology Program. In compliance with BP6752, the unit will be registered to Rancho Santiago Community College District.

RECOMMENDATION

It is recommended that the Board of Trustees approve the acceptance of the donation of the 2007 BMW X3 as presented.

Fiscal Impact:	None	Board Date: February 3, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

To:	Board of Trustees	Date: February 3, 2020
Re:	Acceptance of Donation of Vehicle	
Action:	Request for Approval	

BACKGROUND

Individuals from time to time donate unwanted vehicles to the Santa Ana College Automotive Technology Program for instructional use. As prescribed in BP3820 such donations must be accepted by Board of Trustee action.

ANALYSIS

Mr. John Nowland, a local citizen has donated a 2010 Toyota Prius II to Santa Ana College. The VIN number is JTDKN3DU3A1174150, the estimated value of this vehicle is approximately \$2,000, this value is determined by Kelley Blue estimations based on mileage, condition and year of vehicle.

The vehicle is considered to be in good condition and will be put to use in support of day-to-day activities related to lab assignments, testing, disassembly and assembly for students enrolled in the Santa Ana College Automotive Technology Program. In compliance with BP6752, the unit will be registered to Rancho Santiago Community College District.

RECOMMENDATION

It is recommended that the Board of Trustees approve the acceptance of the donation of the 2010 Toyota Prius II as presented.

Fiscal Impact:	None	Board Date: February 3, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

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

To:	Board of Trustees	Date: February 3, 2020
Re:	Approval of Disposal of Surplus Vehicle	
Action:	Request for Approval	

BACKGROUND

The District Safety & Security Department has a vehicle that has exceeded its useful life and is no longer needed. Legally, in order to dispose of District property, the Board of Trustees must take action to declare the property as surplus prior to donation or auction per BP6550.

ANALYSIS

The vehicle is a 2012 Ford Escape, VIN number is 1FMCU0C77CKC08746 and RSCCD property tag #322760. The vehicle is inoperable and, per the vehicle's repair history, the odometer reading is estimated to be at approximately 50,000 miles. Based on the condition of the vehicle, it is recommended that we not donate it to other schools or non-profit organizations. The SAC Automotive Department chose not to accept this vehicle for training, again, due to its condition.

Ken Porter Auctions (KPA) can auction surplus vehicles in accordance with the terms and conditions of the current agreement the Board of Trustees approved on September 24, 2018. The auctioneer's commission fee is 5% of the gross sales, less transportation fees which vary from \$50 to \$120 depending on the size of the vehicle. The fee from KPA includes de-logo, smog/safety inspection, advertising and paperwork required by the Department of Motor Vehicles (DMV). The District has utilized the services of KPA in the past and their performance and service has been satisfactory. This process is in accordance with BP6550 and AR6550.

RECOMMENDATION

It is recommended that the Board of Trustees approve the disposal of surplus vehicle, declare the 2012 Ford Escape as surplus property and to utilize Ken Porter Auctions to conduct an auction as presented.

Fiscal Impact:	Revenue to be determined	Board Date: February 3, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 3, 2020
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. Strong Workforce Program – Local Share (SAC & SCC) Apportionment from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division for RSCCD. Project funds will be utilized to improve the quality and increase the quantity of career technical education programs in response to regional labor market needs and to achieve successful workforce outcomes leading to high-demand, high wage jobs. (19/20). <i>No match required.</i> <ul style="list-style-type: none"> • SAC \$1,633,272 • SCC \$888,377 	08/02/2019	\$ 2,521,649
2. Strong Workforce Program – Regional Share (District) Apportionment from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division for RSCCD to serve as the Fiscal Agent. Project funds will be utilized to improve the quality and increase the quantity of career technical education programs in response to regional labor market needs and to achieve successful workforce outcomes leading to high-demand, high wage jobs. As the Fiscal Agent, RSCCD will develop sub-agreements, provide guidance and implement procedures, maintain tracking systems and timelines, and collaborate with the Regional Consortia for disbursement of Strong Workforce Program funds to districts within the Los Angeles/Orange County regions. (19/20). <i>No match required.</i>	08/02/2019	\$20,119,356

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:	\$22,641,005	Board Date: February 3, 2020
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 #2181
NAME: Strong Workforce Program - Local Share (SAC)
FISCAL YEAR 2019/2020

CONTRACT PERIOD: 07/01/2019 -12/31/2021
 CONTRACT AWARD: \$2,521,649

PROJ ADM: Dr.Jeffrey Lamb
 PROJ DIR: Kimberly Mathews
 Date: 01/17/2020

Total FY 19/20 \$2,521,649

PRIME SPONSOR: California Community Colleges Chancellor's Office
 FISCAL AGENT: Rancho Santiago CCD
 PRIME AWARD #: Categorical Apportionment

		New Budget	
GL Account String	Description	Debit	Credit
12_2181_000000_10000_8629	Other Gen Categorical Apport : Santa Ana College		1,633,272
PROJECT NAME: Building a CEWD Sustainable Infrastructure to support all CE programs			
12_2181_601000_15205_2130	Classified Employees : Career Ed & Work Dev Office Sr.Account Clerk, J.Duenas (10-1 @ 100%) Admin Secretary, S.Cardenas (12-3 @ 100%)	122,787	
12_2181_601000_15205_3215	PERS - Non-Instructional : Career Ed & Work Dev Office	24,215	
12_2181_601000_15205_3315	OASDHI - Non-Instructional : Career Ed & Work Dev Office	7,830	
12_2181_601000_15205_3325	Medicare - Non-Instructional : Career Ed & Work Dev Office	1,831	
12_2181_601000_15205_3415	H & W - Non-Instructional : Career Ed & Work Dev Office	42,542	
12_2181_601000_15205_3435	H & W - Retiree Fund Non-Inst : Career Ed & Work Dev Office	3,473	
12_2181_601000_15205_3515	SUI - Non-Instructional : Career Ed & Work Dev Office	63	
12_2181_601000_15205_3615	WCI - Non-Instructional : Career Ed & Work Dev Office	1,894	
12_2181_601000_15205_3915	Other Benefits - Non-Instruct : Career Ed & Work Dev Office	3,500	
12_2181_601000_15205_4710	Food and Food Service Supplies : Career Ed & Work Dev Office	2,000	
12_2181_601000_15205_5100	Contracted Services : Career Ed & Work Dev Office Independent Contractors/Services	173,083	
12_2181_601000_15205_5220	Mileage/Parking Expenses : Career Ed & Work Dev Office	500	
12_2181_619000_15205_2130	Classified Employees : Career Ed & Work Dev Office Student Svcs Coord, R.Flores (15-3 @ 100%)	78,986	
12_2181_619000_15205_3215	PERS - Non-Instructional : Career Ed & Work Dev Office	15,577	
12_2181_619000_15205_3315	OASDHI - Non-Instructional : Career Ed & Work Dev Office	4,990	
12_2181_619000_15205_3325	Medicare - Non-Instructional : Career Ed & Work Dev Office	1,167	
12_2181_619000_15205_3415	H & W - Non-Instructional : Career Ed & Work Dev Office	9,211	
12_2181_619000_15205_3435	H & W - Retiree Fund Non-Inst : Career Ed & Work Dev Office	2,211	
12_2181_619000_15205_3515	SUI - Non-Instructional : Career Ed & Work Dev Office	40	
12_2181_619000_15205_3615	WCI - Non-Instructional : Career Ed & Work Dev Office	1,207	
12_2181_619000_15205_3915	Other Benefits - Non-Instruct : Career Ed & Work Dev Office	1,500	
12_2181_619000_15205_5966	Transportation - Student : Career Ed & Work Dev Office	5,000	
12_2181_649000_15205_2130	Classified Employees : Career Ed & Work Dev Office Student Svcs Coord, R.Requena-Ramirez (15-3 @ 100%)	78,402	
12_2181_649000_15205_3215	PERS - Non-Instructional : Career Ed & Work Dev Office	15,462	
12_2181_649000_15205_3315	OASDHI - Non-Instructional : Career Ed & Work Dev Office	4,954	
12_2181_649000_15205_3325	Medicare - Non-Instructional : Career Ed & Work Dev Office	1,159	
12_2181_649000_15205_3415	H & W - Non-Instructional : Career Ed & Work Dev Office	9,209	
12_2181_649000_15205_3435	H & W - Retiree Fund Non-Inst : Career Ed & Work Dev Office	2,197	
12_2181_649000_15205_3515	SUI - Non-Instructional : Career Ed & Work Dev Office	40	
12_2181_649000_15205_3615	WCI - Non-Instructional : Career Ed & Work Dev Office	1,199	
12_2181_649000_15205_3915	Other Benefits - Non-Instruct : Career Ed & Work Dev Office	1,500	
12_2181_675000_15205_5210	Conference Expenses : Career Ed & Work Dev Office	14,000	
12_2181_679000_15205_2130	Classified Employees : Career Ed & Work Dev Office Research Analyst B.Johnson (16-1 @ 25%)	18,861	
12_2181_679000_15205_3215	PERS - Non-Instructional : Career Ed & Work Dev Office	3,720	
12_2181_679000_15205_3315	OASDHI - Non-Instructional : Career Ed & Work Dev Office	1,197	
12_2181_679000_15205_3325	Medicare - Non-Instructional : Career Ed & Work Dev Office	280	
12_2181_679000_15205_3415	H & W - Non-Instructional : Career Ed & Work Dev Office	3,672	
12_2181_679000_15205_3435	H & W - Retiree Fund Non-Inst : Career Ed & Work Dev Office	531	
12_2181_679000_15205_3515	SUI - Non-Instructional : Career Ed & Work Dev Office	10	
12_2181_679000_15205_3615	WCI - Non-Instructional : Career Ed & Work Dev Office	290	
12_2181_679000_15205_3915	Other Benefits - Non-Instruct : Career Ed & Work Dev Office	437	
Sub-Total Department 15205 - Career Education		660,727	

SPECIAL PROJECT DETAILED BUDGET #2181
NAME: Strong Workforce Program - Local Share (SAC)
FISCAL YEAR 2019/2020

CONTRACT PERIOD: 07/01/2019 -12/31/2021
 CONTRACT AWARD: \$2,521,649

PROJ ADM: Dr.Jeffrey Lamb
 PROJ DIR: Kimberly Mathews
 Date: 01/17/2020

Total FY 19/20 \$2,521,649

PRIME SPONSOR: California Community Colleges Chancellor's Office
 FISCAL AGENT: Rancho Santiago CCD
 PRIME AWARD #: Categorical Apportionment

		New Budget	
GL Account String	Description	Debit	Credit
PROJECT NAME: Aligning the automotive department with modern automotive dealerships			
12_2181_094800_15751_4310	Instructional Supplies : Automotive Technology/Engine	20,000	
12_2181_094800_15751_5100	Contracted Services : Automotive Technology/Engine	15,000	
12_2181_094800_15751_6410	Equip-All Other >\$1,000<\$5,000 : Automotive Tech	50,000	
12_2181_094800_15751_6411	Equip-All Other > \$5,000 : Automotive Technology/Engine	73,000	
Sub-Total Department 15751 - Automotive Technology/Engine		158,000	
PROJECT NAME: Health Science Nursing Program Student Success Support			
12_2181_123010_16640_2440	Instructional Associates : Nursing	72,688	
12_2181_123010_16640_3331	PARS - Instructional : Nursing	897	
12_2181_123010_16640_3321	Medicare - Instructional : Nursing	1,001	
12_2181_123010_16640_3511	SUI - Instructional : Nursing	35	
12_2181_123010_16640_3611	WCI - Instructional : Nursing	289	
12_2181_123010_16640_4310	Instructional Supplies : Nursing	2,000	
12_2181_123010_16640_6410	Equip-All Other >\$1,000<\$5,000 : Nursing	6,000	
Sub-Total Department 16640 - Nursing		82,910	
PROJECT NAME: Repair/Replace Fume Ventilation Extraction Arms, Purchase Fabrication Tables with Fixtures, FMR for Future Improvement of the Welding Program. Part-Time Store Keeper			
12_2181_095650_15756_2420	Instructional Assistant - Hourly :Welding	16,926	
12_2181_095650_15756_3321	Medicare - Instructional : Welding	245	
12_2181_095650_15756_3331	PARS - Instructional : Welding	220	
12_2181_095650_15756_3511	SUI - Instructional : Welding	9	
12_2181_095650_15756_3611	WCI - Instructional : Welding	254	
12_2181_095650_15756_4310	Instructional Supplies : Welding	23,641	
12_2181_095650_15756_5100	Contracted Services : Welding	150,000	
12_2181_095650_15756_5950	Software License and Fees : Welding	30,000	
12_2181_095650_15756_6410	Equip-All Other >\$1,000<\$5,000 : Welding	10,000	
12_2181_095650_15756_6411	Equip-All Other > \$5,000 : Welding	7,131	
Sub-Total Department 15756 - Welding		238,426	
PROJECT NAME: Achieving current standards in Diesel electrical and related courses			
12_2181_094700_15752_4310	Instructional Supplies : Diesel	25,000	
12_2181_649000_15752_4610	Non-Instructional Supplies : Diesel	400	
12_2181_094700_15752_6410	Equip-All Other >\$1,000<\$5,000 : Diesel	85,000	
Sub-Total Department 15752 - Diesel		110,400	
PROJECT NAME: Fire & Emergency Services Higher Education Leadership Project			
12_2181_213300_15715_1480	Part-Time Reassigned Time: Fire Academy	26,928	
12_2181_213300_15715_2320	Classified Employees - Hourly: Fire Academy	17,847	
12_2181_213300_15715_3115	STRS - Non Instructional : Fire Academy	4,605	
12_2181_213300_15715_3325	Medicare - Non-Instructional : Fire Academy	649	
12_2181_213300_15715_3335	PARS -Non Instructional: Fire Academy	232	
12_2181_213300_15715_3435	H & W - Retiree Fund Non-Inst : Fire Academy	1,231	
12_2181_213300_15715_3515	SUI -Non-Instructional : Fire Academy	22	
12_2181_213300_15715_3615	WCI - Non-Instructional : Fire Academy	672	
12_2181_213300_15715_4210	Books, Mags & Subscrip-Non-Lib : Fire Academy	4,500	
12_2181_649000_15715_4610	Non-Instructional Supplies : Fire Academy	2,000	
12_2181_649000_15715_4620	Non-Instructional Software : Fire Academy	400	
12_2181_649000_15715_5895	Other Licenses & Fees: Fire Academy	13,000	
12_2181_649000_15715_5940	Reproduction/Printing Expenses: Fire Academy	6,000	
12_2181_649000_15715_5950	Software License and Fees : Fire Academy	5,000	
Sub-Total Department 15715 - Fire Academy		83,086	

SPECIAL PROJECT DETAILED BUDGET #2181
NAME: Strong Workforce Program - Local Share (SAC)
FISCAL YEAR 2019/2020

CONTRACT PERIOD: 07/01/2019 -12/31/2021
 CONTRACT AWARD: \$2,521,649

PROJ ADM: Dr.Jeffrey Lamb
 PROJ DIR: Kimberly Mathews
 Date: 01/17/2020

Total FY 19/20 \$2,521,649

PRIME SPONSOR: California Community Colleges Chancellor's Office
 FISCAL AGENT: Rancho Santiago CCD
 PRIME AWARD #: Categorical Apportionment

		New Budget	
GL Account String	Description	Debit	Credit
PROJECT NAME: Work Based Learning - Internships & CWE			
12_2181_647000_15175_2130	Classified Employees : Legal Studies	122,893	
12_2181_647000_15175_3215	PERS - Non-Instructional : Legal Studies	24,236	
12_2181_647000_15175_3315	OASDHI- Non-Instructional : Legal Studies	7,712	
12_2181_647000_15175_3325	Medicare- Non-Instructional : Legal Studies	1,804	
12_2181_647000_15175_3415	H & W - Non Instructional	28,258	
12_2181_647000_15175_3435	H & W - Non Instructional: Legal Studies	3,421	
12_2181_647000_15175_3515	SUI - Non-Instructional : Legal Studies	62	
12_2181_647000_15175_3615	WCI - Non-Instructional: Legal Studies	1,866	
12_2181_647000_15175_3915	Other benefits - Non Instructional : Legal Studies	1,500	
	Sub-Total Department 15175 - Legal Studies	191,752	
PROJECT NAME: Medical Assistant Improvement Project			
12_2181_123010_16630_2420	Instructional Assistant - Hourly : Medical Assistant	5,620	
12_2181_123010_16630_3321	Medicare - Instructional: Medical Assistant	81	
12_2181_123010_16630_3331	PARS-Instructional: Medical Assistant	73	
12_2181_123010_16630_3431	H & W - Instructional: Medical Assistant	155	
12_2181_123010_16630_3511	SUI - Instructional: Medical Assistant	3	
12_2181_123010_16630_3611	WCI-Instructional: Medical Assistant	84	
12_2181_123010_16630_6411	Equip-All Other > \$5,000 : Medical Assistant	5,700	
	Sub-Total Department 15175- Medical Assistant	11,716	
PROJECT NAME: Biotech Lab Pack Design & Manufacturing			
12_2181_619000_16410_2310	Classified Employees - Ongoing : Biology	23,964	
12_2181_619000_16410_3215	PERS - Non-Instructional : Biology	4,726	
12_2181_619000_16410_3315	OASDHI- Non-Instructional : Biology	1,486	
12_2181_619000_16410_3325	Medicare- Non-Instructional : Biology	347	
12_2181_619000_16410_3435	H & W - Non Instructional: Biology	659	
12_2181_619000_16410_3515	SUI - Non-Instructional : Biology	12	
12_2181_619000_16410_3615	WCI - Non-Instructional: Biology	360	
12_2181_043000_16410_4310	Instructional Supplies: Biology	1,883	
	Sub-Total Department 16410 - Biology	33,437	
INDIRECT COSTS			
12_2181_679000_10000_5865	Indirect Costs: Santa Ana	62,818	
	Sub-Total 10000 - Santa Ana College	62,818	
	Total 2181 - SWP Local SAC FY 19/20	1,633,272	1,633,272

SPECIAL PROJECT DETAILED BUDGET #2181
NAME: Strong Workforce Program - Local Share (SCC)
FISCAL YEAR 2019/2020

CONTRACT PERIOD: 07/01/2019 - 12/31/2021
CONTRACT AWARD: \$888,377

PROJ ADM: Elizabeth Arteaga
PROJ DIR: Estela Cuellar
Date: 01/17/2020

Total FY 19/20 \$888,377

PRIME SPONSOR: California Community Colleges Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

GL Account String	Description	New Budget	
		Debit	Credit
12_2181_000000_20000_8629	Other Gen Categorical Apport : Santiago Canyon College		888,377
12_2181_679000_20000_5865	Indirect Costs: Santiago Canyon College (4%)	34,168	
Department:25205 - Career Education Office			
12_2181_499900_25205_1310	Part-Time Instructors : Career Education Office	16,280	
12_2181_499900_25205_3111	STRS - Instructional : Career Education Office	2,784	
12_2181_499900_25205_3321	Medicare - Instructional : Career Education Office	236	
12_2181_499900_25205_3431	H & W - Retiree Fund Inst : Career Education Office	448	
12_2181_499900_25205_3511	SUI - Instructional : Career Education Office	8	
12_2181_499900_25205_3611	WCI - Instructional : Career Education Office	244	
12_2181_499900_25205_4310	Instructional Supplies : Career Education Office Instructional supplies across CTE Programs	8,000	
12_2181_601000_25205_2110	Classified Management: Career Education Office Director of Special Programs, E.Cuellar (H-2 @ 50%)	48,327	
12_2181_601000_25205_2130	Classified Employees: Career Education Office Administrative Clerk, TBD (10-3 @ 100%)	67,202	
12_2181_601000_25205_3215	PERS - Non-Instructional : Career Education Office	22,784	
12_2181_601000_25205_3315	OASDHI - Non-Instructional : Career Education Office	7,460	
12_2181_601000_25205_3325	Medicare - Non-Instructional : Career Education Office	1,745	
12_2181_601000_25205_3415	H & W - Non-Instructional : Career Education Office	28,824	
12_2181_601000_25205_3435	H & W - Retiree Fund Non-Inst : Career Education Office	3,309	
12_2181_601000_25205_3515	SUI - Non-Instructional : Career Education Office	60	
12_2181_601000_25205_3615	WCI - Non-Instructional : Career Education Office	1,805	
12_2181_601000_25205_3915	Other Benefits - Non-Instructional : Career Education Office	4,788	
12_2181_601000_25205_4610	Non-Instructional Supplies: Career Education Office	8,000	
12_2181_601000_25205_4710	Food and Food Service Supplies: Career Education Office	5,000	
12_2181_601000_25205_5220	Mileage/ Parking Expenses: Career Education Office	8,000	
12_2181_601000_25205_5235	District Business/Sponsorships: Career Education Office	3,000	
12_2181_601000_25205_5800	Advertising: Career Education Office	12,104	
12_2181_601000_25205_5940	Reproduction/Printing Expenses: Career Education Office	9,241	
12_2181_601000_25205_6410	Equip-All Other >\$1,000 <\$5,000 : Career Education Office	10,000	
12_2181_675000_25205_5210	Conference Expenses: Career Education Office	19,000	
12_2181_679000_25205_5100	Contracted Services: Career Education Office	55,000	
12_2181_619000_25205_2345	Professional Experts : Career Education Office Career Education Coaches/Presenter I \$29.50/hr. x 8 Presenters x 25 hrs./wk.	286,595	
12_2181_619000_25205_3325	Medicare - Non-Instructional : Career Education Office	4,156	
12_2181_619000_25205_3335	PARS - Non-Instructional : Career Education Office	3,726	
12_2181_619000_25205_3435	H & W - Retiree Fund Non-Inst : Career Education Office	7,881	
12_2181_619000_25205_3515	SUI - Non-Instructional : Career Education Office	143	
12_2181_619000_25205_3615	WCI - Non-Instructional : Career Education Office	4,299	
12_2181_647000_25205_2130	Classified Employees: Career Education Office Job Developer, TBD (10-3 @ 100%)	52,206	
12_2181_647000_25205_3215	PERS - Non-Instructional : Career Education Office	10,296	
12_2181_647000_25205_3315	OASDHI - Non-Instructional : Career Education Office	3,330	
12_2181_647000_25205_3325	Medicare - Non-Instructional : Career Education Office	779	
12_2181_647000_25205_3415	H & W - Non-Instructional : Career Education Office	18,885	
12_2181_647000_25205_3435	H & W - Retiree Fund Non-Inst : Career Education Office	1,477	

SPECIAL PROJECT DETAILED BUDGET #2181
NAME: Strong Workforce Program - Local Share (SCC)
FISCAL YEAR 2019/2020

CONTRACT PERIOD: 07/01/2019 - 12/31/2021
CONTRACT AWARD: \$888,377

PROJ ADM: Elizabeth Arteaga
PROJ DIR: Estela Cuellar
Date: 01/17/2020

Total FY 19/20 \$888,377

PRIME SPONSOR: California Community Colleges Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

		New Budget	
GL Account String	Description	Debit	Credit
12_2181_647000_25205_3515	SUI - Non-Instructional : Career Education Office	27	
12_2181_647000_25205_3615	WCI - Non-Instructional : Career Education Office	806	
12_2181_647000_25205_3915	Other Benefits - Non-Instruct : Career Education Of	1,500	
Sub-Total Department 25205 - Career Education		739,753	
Department:25055 - Instl Effectiveness/Assessment			
12_2181_601000_25055_2130	Classified Employees: Career Education Office	71,275	
12_2181_601000_25055_3215	PERS - Non-Instructional : Career Education Office	14,056	
12_2181_601000_25055_3315	OASDHI - Non-Instructional : Career Education Offic	4,512	
12_2181_601000_25055_3325	Medicare - Non-Instructional : Career Education Off	1,055	
12_2181_601000_25055_3415	H & W - Non-Instructional : Career Education Office	18,928	
12_2181_601000_25055_3435	H & W - Retiree Fund Non-Inst : Career Education Of	2,001	
12_2181_601000_25055_3515	SUI - Non-Instructional : Career Education Office	36	
12_2181_601000_25055_3615	WCI - Non-Instructional : Career Education Office	1,092	
12_2181_601000_25055_3915	Other Benefits - Non-Instruct : Career Education Of	1,500	
Sub-Total Department 25055 - Instl Effectiveness/Assessm.		114,456	
Total 2181 - SWP Local SCC FY 19/20		888,377	888,377

ABSTRACT

To develop more workforce opportunity and lift low-wage workers into living-wage jobs, California took a bold step in 2016 to create one million more middle-skill workers. At the recommendation of the California Community College Board of Governors, the [Governor and Legislature approved the Strong Workforce Program](#), adding a new annual recurring investment of \$248 million to spur career technical education (CTE) in the nation’s largest workforce development system of 113 colleges.

The Strong Workforce Program (SWP), a leading-edge state economic development program is driven by “more and better” CTE and targets seven key areas:

- Student Success
- Career Pathways
- Workforce Data and Outcomes
- Curriculum
- CTE Faculty
- Regional Coordination
- Funding

The “more” is increasing the number of students enrolled in programs leading to high-demand, high-wage jobs. The “better” is improving program quality, as evidenced by more students completing or transferring programs, getting employed or improving their earnings. Additionally, this program focuses on data-driven outcomes rather than activities, along with an emphasis on innovation and risk-taking. As a result, colleges can be more responsive to labor market conditions and student outcomes.

The SWP apportionment from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division will be utilized to improve the quality and increase the quantity of career technical education programs in response to regional labor market needs and to achieve successful workforce outcomes leading to high-demand, high wage jobs.



TO: Community College Chief Executive Officers
 Community College Chief Instructional Officers
 Community College Chief Business Officers
 Community College Career & Technical Education Deans
 Regional Consortium Chairs

FROM: Sheneui Weber, Vice Chancellor
 Workforce and Economic Development Division

CC: Matthew Roberts, Ed.D., Dean, Workforce and Economic Development
 Jillian Leufgen, Staff Services Manager
 Workforce and Economic Development Division Staff

RE: FY 2019-20 Strong Workforce Program Base Funding Allocations

We are pleased to announce the 2019-20 district and regional allocations for the Strong Workforce Program base allocation amounts (pending September 2019 BOG approval), as shown in Appendix A.¹ Both the Strong Workforce Program base and incentive funding are re-calculated each year according to the factors prescribed in legislation:

Factors		Proportion of SWP Funds
Base Funding	Unemployment Rate	1/3
	Career Education FTES	1/3
	Job Openings	1/6
Incentive Funding	Performance on SWP Metrics	1/6

For the past three years, the overall allocations for Strong Workforce Program has been relatively stable across fiscal years. In 2019-20, the Strong Workforce Program metrics and funding calculations are undergoing an alignment to be consistent with other Chancellor’s Office programs and initiatives, including the Student Centered Funding Formula, the Student Success Metrics, and K12 Strong Workforce Program. The revised Strong Workforce Program allocations

¹ Information on the apportionment reports can be accessed through the College Finance and Facilities Planning Division webpage (<https://www.cccco.edu/About-Us/Chancellors-Office/Divisions/College-Finance-and-Facilities-Planning>).

FY 2019-20 Strong Workforce Program Base Funding Allocations

July 22, 2019

used beginning in 2019-20 will reflect those changes. As such, regions and districts may see some variances in their Strong Workforce Program base and incentive funding allocations from past years. The Chancellor's Office anticipates that after this realignment in 2019-20 the allocations will once again be stable moving forward.

In addition, there are a few external factors that may influence the Strong Workforce Program base allocations. These factors include the following:

- Local and regional changes in input data, such that unemployment rates, Career Education FTES, and job openings are different from last year.
- Transition to more timely sources of input data provided by the Labor Market Information Division of the California Employment Development Department.

The calculation of the Strong Workforce Program incentive funding is expected to be announced via a forthcoming memorandum in September 2019.

As Strong Workforce Program enters the fourth year of continuous funding, we would like to acknowledge the contributions that the colleges, districts, and regions have made to the program implementation.

Please contact Matthew Roberts (mroberts@ccccco.edu) or Jill Leufgen (jleufgen@ccccco.edu) with any questions regarding this memo.

FY 2019-20 Strong Workforce Program Base Funding Allocations

July 22, 2019

District	Base Allocation
Hartnell	\$ 1,107,907
Imperial	\$ 1,242,837
Kern	\$ 3,604,613
Lake Tahoe	\$ 210,845
Lassen	\$ 288,797
Long Beach	\$ 1,175,189
Los Angeles	\$ 9,155,162
Los Rios	\$ 6,325,502
Marin	\$ 501,646
Mendocino-Lake	\$ 821,179
Merced	\$ 1,057,085
MiraCosta	\$ 992,358
Monterey Peninsula	\$ 598,335
Mt. San Antonio	\$ 1,885,785
Mt. San Jacinto	\$ 1,835,938
Napa Valley	\$ 424,525
North Orange County	\$ 3,472,949
Ohlone	\$ 644,829
Palo Verde	\$ 195,786
Palomar	\$ 2,056,031
Pasadena Area	\$ 1,134,428
Peralta	\$ 1,933,902
Rancho Santiago	\$ 2,521,649*
Redwoods	\$ 1,206,893

***Apportionment Split:**

- SAC Ratio (64.77%) = \$1,633,272

- SCC Ratio (35.23%) = \$ 888,377

SPECIAL PROJECT DETAILED BUDGET #2182
NAME: Strong Workforce Program - Regional Share (District)
FISCAL YEAR 2019/2020

CONTRACT PERIOD: 07/01/2019 - 12/31/2021
 CONTRACT AWARD: \$20,119,356
 Total FY 19/20 \$20,119,356

PROJ ADM: Enrique Perez
 PROJ DIR: Sarah Santoyo
 Date: 01/16/2020

PRIME SPONSOR: California Community Colleges Chancellor's Office
 FISCAL AGENT: Rancho Santiago CCD
 PRIME AWARD #: Categorical Apportionment

		New Budget	
GL Account String	Description	Debit	Credit
DISTRICT OPERATIONS/FISCAL AGENT			
12_2182_000000_50000_8629	Other Gen Categorical Apport : District Opera		20,119,356
LA/OC REGIONAL CONSORTIA INFRASTRUCTURE			
12_2182_684000_53306_2110	Classified Management : LA/OC Regional Consortia Asst. Vice Chancellor EWD (A-4 @ 100%) (12 mths.) G. Chamorro, Director OC Region (C-7) (46%) (12 mths.) K.Children, Director LA Region (C-4) (46%) (12 mths)	334,502	
12_2182_684000_53306_2130	Classified Employees : LA/OC Regional Consortia Admin. Secretary L. Aramburo (LA region) (12-2 @ 100%) (12 mths.) Admin. Secretary M. Ruiz (OC region) (12-6 @ 100%)	107,406	
12_2182_684000_53306_3115	STRS - Non-Instructional : LA/OC Regional Con	30,982	
12_2182_684000_53306_3215	PERS - Non-Instructional : LA/OC Regional Con	51,418	
12_2182_684000_53306_3315	OASDHI - Non-Instructional : LA/OC Regional C	16,495	
12_2182_684000_53306_3325	Medicare - Non-Instructional : LA/OC Regional	6,521	
12_2182_684000_53306_3415	H & W - Non-Instructional : LA/OC Regional Co	86,512	
12_2182_684000_53306_3435	H & W - Retiree Fund Non-Inst : LA/OC Regiona	12,367	
12_2182_684000_53306_3515	SUI - Non-Instructional : LA/OC Regional Cons	225	
12_2182_684000_53306_3615	WCI - Non-Instructional : LA/OC Regional Cons	6,746	
12_2182_684000_53306_3915	Other Benefits - Non-Instruct : LA/OC Regiona	7,814	
Sub-total LAOCRC Infrastructure Costs		660,989	
12_2182_677000_52500_2130	Classified Employees : Publications Digital Media Specialist (15-3 @ 50%) (12 mths.)	33,601	
12_2182_677000_52500_3215	PERS - Non-Instructional :	6,626	
12_2182_677000_52500_3315	OASDHI - Non-Instructional :	2,176	
12_2182_677000_52500_3325	Medicare - Non-Instructional : Publications	509	
12_2182_677000_52500_3415	H & W - Non-Instructional :	9,624	
12_2182_677000_52500_3435	H & W - Retiree Fund Non-Inst : Publications	965	
12_2182_677000_52500_3515	SUI - Non-Instructional : Publications	18	
12_2182_677000_52500_3615	WCI - Non-Instructional : Publications	527	
12_2182_677000_52500_3915	Other Benefits Non-Instructional	1,500	
Sub-total Digital Media Specialist		55,546	
12_2182_679000_53340_2110	Classified Management : Research Exec Director Res, Planning & Inst (C-4) (7%) (12 mths.)	11,058	
12_2182_679000_53340_3215	PERS - Non-Instructional : Research	2,181	
12_2182_679000_53340_3315	OASDHI - Non-Instructional : Research	697	
12_2182_679000_53340_3325	Medicare - Non-Instructional : Research	163	
12_2182_679000_53340_3415	H & W - Non-Instructional : Research	1,683	
12_2182_679000_53340_3435	H & W - Retiree Fund Non-Inst : Research	309	
12_2182_679000_53340_3515	SUI - Non-Instructional : Research	6	
12_2182_679000_53340_3615	WCI - Non-Instructional : Research	169	
12_2182_679000_53340_3915	Other Benefits Non-Instructional: Research	176	
12_2182_675000_53340_5210	Conference Expenses : Research	4,000	
12_2182_679000_53340_5950	Software License and Fees : Research	20,000	
Sub-total Research		40,440	

SPECIAL PROJECT DETAILED BUDGET #2182
NAME: Strong Workforce Program - Regional Share (District)
FISCAL YEAR 2019/2020

CONTRACT PERIOD: 07/01/2019 - 12/31/2021
CONTRACT AWARD: \$20,119,356

Total FY 19/20 \$20,119,356

PROJ ADM: Enrique Perez
PROJ DIR: Sarah Santoyo
Date: 01/16/2020

PRIME SPONSOR: California Community Colleges Chancellor's Office
FISCAL AGENT: Rancho Santiago CCD
PRIME AWARD #: Categorical Apportionment

		New Budget	
GL Account String	Description	Debit	Credit
FISCAL AGENT/ADMINISTRATIVE COSTS			
12_2182_679000_53345_2110	Classified Management : Resource Development Director of Special Programs, (H-1) (100%) (12 mths.)	95,735	
12_2182_679000_53345_2130	Classified Employees : Resource Development Resource Dev. Coordinator, A. Landa (16-4) (100%) (12 mths.)	74,863	
12_2182_679000_53345_3215	PERS - Non-Instructional : Resource Developme	33,644	
12_2182_679000_53345_3315	OASDHI - Non-Instructional : Resource Develop	10,875	
12_2182_679000_53345_3325	Medicare - Non-Instructional : Resource Devel	2,543	
12_2182_679000_53345_3415	H & W - Non-Instructional : Resource Developm	18,977	
12_2182_679000_53345_3435	H & W - Retiree Fund Non-Inst : Resource Deve	4,824	
12_2182_679000_53345_3515	SUI - Non-Instructional : Resource Developmen	88	
12_2182_679000_53345_3615	WCI - Non-Instructional : Resource Developmen	2,631	
12_2182_679000_53345_3915	Other Benefits - Non-Instruct : Resource Deve	4,812	
Sub-total Fiscal Agent/Administrative Costs		248,992	
REGIONAL CTE PROGRAMS			
12_2182_684000_53345_5100	Contracted Services : Resource Development Los Angeles region \$12,226,888 Orange County region \$6,886,501	19,113,389	
Sub-total Regional CTE Programs Costs		19,113,389	
Total District Office		20,119,356	20,119,356
Total #2182 - CTE SWP Regional FY 19/20		20,119,356	20,119,356

ABSTRACT

To develop more workforce opportunity and lift low-wage workers into living-wage jobs, California took a bold step in 2016 to create one million more middle-skill workers. At the recommendation of the California Community College Board of Governors, the [Governor and Legislature approved the Strong Workforce Program](#), adding a new annual recurring investment of \$248 million to spur career technical education (CTE) in the nation’s largest workforce development system of 113 colleges.

The Strong Workforce Program (SWP), a leading-edge state economic development program is driven by “more and better” CTE and targets seven key areas:

- Student Success
- Career Pathways
- Workforce Data and Outcomes
- Curriculum
- CTE Faculty
- Regional Coordination
- Funding

The “more” is increasing the number of students enrolled in programs leading to high-demand, high-wage jobs. The “better” is improving program quality, as evidenced by more students completing or transferring programs, getting employed or improving their earnings. Additionally, this program focuses on data-driven outcomes rather than activities, along with an emphasis on innovation and risk-taking. As a result, colleges can be more responsive to labor market conditions and student outcomes.

The SWP apportionment from the California Community Colleges Chancellor’s Office, Workforce and Economic Development Division is for RSCCD to serve as the Fiscal Agent (FA). Project funds will be utilized to improve the quality and increase the quantity of career technical education programs in response to regional labor market needs and to achieve successful workforce outcomes leading to high-demand, high wage jobs. The FA, RSCCD will develop sub-agreements, provide guidance and implement procedures, maintain tracking systems and timelines, and collaborate with the Regional Consortia for disbursement of Strong Workforce Program funds to districts within the Los Angeles/Orange County regions.



TO: Community College Chief Executive Officers
 Community College Chief Instructional Officers
 Community College Chief Business Officers
 Community College Career & Technical Education Deans
 Regional Consortium Chairs

FROM: Sheneui Weber, Vice Chancellor
 Workforce and Economic Development Division

CC: Matthew Roberts, Ed.D., Dean, Workforce and Economic Development
 Jillian Leufgen, Staff Services Manager
 Workforce and Economic Development Division Staff

RE: FY 2019-20 Strong Workforce Program Base Funding Allocations

We are pleased to announce the 2019-20 district and regional allocations for the Strong Workforce Program base allocation amounts (pending September 2019 BOG approval), as shown in Appendix A.¹ Both the Strong Workforce Program base and incentive funding are re-calculated each year according to the factors prescribed in legislation:

Factors		Proportion of SWP Funds
Base Funding	Unemployment Rate	1/3
	Career Education FTES	1/3
	Job Openings	1/6
Incentive Funding	Performance on SWP Metrics	1/6

For the past three years, the overall allocations for Strong Workforce Program has been relatively stable across fiscal years. In 2019-20, the Strong Workforce Program metrics and funding calculations are undergoing an alignment to be consistent with other Chancellor’s Office programs and initiatives, including the Student Centered Funding Formula, the Student Success Metrics, and K12 Strong Workforce Program. The revised Strong Workforce Program allocations

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FY 2019-20 Strong Workforce Program Base Funding Allocations

July 22, 2019

used beginning in 2019-20 will reflect those changes. As such, regions and districts may see some variances in their Strong Workforce Program base and incentive funding allocations from past years. The Chancellor's Office anticipates that after this realignment in 2019-20 the allocations will once again be stable moving forward.

In addition, there are a few external factors that may influence the Strong Workforce Program base allocations. These factors include the following:

- Local and regional changes in input data, such that unemployment rates, Career Education FTES, and job openings are different from last year.
- Transition to more timely sources of input data provided by the Labor Market Information Division of the California Employment Development Department.

The calculation of the Strong Workforce Program incentive funding is expected to be announced via a forthcoming memorandum in September 2019.

As Strong Workforce Program enters the fourth year of continuous funding, we would like to acknowledge the contributions that the colleges, districts, and regions have made to the program implementation.

Please contact Matthew Roberts (mroberts@ccccco.edu) or Jill Leufgen (jleufgen@ccccco.edu) with any questions regarding this memo.

FY 2019-20 Strong Workforce Program Base Funding Allocations

July 22, 2019

District	Base Allocation
West Kern	\$ 182,206
West Valley-Mission	\$ 1,136,355
Yosemite	\$ 1,971,399
Yuba	\$ 1,352,284

Exhibit 2: Regional Share Strong Workforce Program Base Funding Allocations

Region	Base Allocation
Bay Area	\$ 15,824,013
Central Valley/Mother Lode	\$ 10,129,748
Inland Empire/Desert	\$ 7,563,022
Los Angeles	\$ 12,870,408
Orange County	\$ 7,248,948
North/Far North	\$ 11,598,872
San Diego/Imperial	\$ 7,310,057
South Central	\$ 5,988,265

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: February 3, 2020
Re:	Approval of Sub-Agreement between RSCCD and Santa Clarita Community College District/College of the Canyons for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers Grant	
Action:	Request for Approval	

BACKGROUND

RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Grant Award #18-205-011, funded by the California Community Colleges Chancellor’s Office (CCCCO), Workforce and Economic Development Division (WEDD), to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative.

ANALYSIS

The Chancellor’s Office has allocated funds to support K14 Pathway Technical Assistance Providers (K14 TAPs) to be hosted in each region, as part of the infrastructure to support the K12 Strong Workforce Program. Each host will receive \$285,000 to support the K14 TAP; a Regional Consortium host district, a community college district, or another allowable host, e.g., a Local Educational Agency, may serve as a host for the K14 TAP. The Regional Consortia are tasked with identifying the K14 TAP hosts, so that RSCCD, the fiscal agent, can develop sub-agreements with the hosts. The former host selected for South Central Coast region was Santa Barbara Community College District, however, that host had to decline due to its district’s budget freeze. Below is the new selected host for the South Central Coast region:

K14 TAP Host	Region	Agreement No.
Santa Clarita CCD	South Central Coast	DO-18-2559-15

Project Director: Sarah Santoyo **Project Administrator:** Enrique Perez

RECOMMENDATION

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

Fiscal Impact:	\$285,000 (grant-funded)	Board Date: February 3, 2020
Prepared by:	Maria N. Gil, Senior Resource Development Coordinator	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
SANTA CLARITA COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 3rd day of February, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Santa Clarita Community College District** on behalf of College of the Canyons (hereinafter “SUBCONTRACTOR”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the Strong Workforce Program K-12 Pathway Coordinators and K-14 Technical Assistance Providers, Prime Award #18-205-011 (hereinafter “Grant”) to sub-grant and contract with partners and vendors to support the work of the initiative, such as program development and improvement, design and implementation of operational systems, technical assistance, or other partnerships, services and products that otherwise support the initiative; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to **host the K14 Technical Assistance Provider for the South Central Coast Region** and to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR agrees to implement the Scope of Work (*Exhibit A*), approved by the Prime Sponsor, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions and to perform the 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 July 1, 2019, through December 31, 2020.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$285,000.00.

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 submit an invoice for an advance payment of 80%, and a final invoice for payment of the remaining 20%. Payment is contingent upon successful performance of the work, as approved by the Chancellor's Office. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

Invoices should be submitted via e-mail to RS@cccco.edu, and Sarah Santoyo (Santoyo_Sarah@rscdd.edu) and Maria Gil (Gil_Maria@rscdd.edu) should be copied on the submission. The subject line of the e-mail should be written as follows: INVOICE_K14TAP_SoCentralCoast.

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. Guidance on the reporting process and requirement will be provided to the SUBCONTRACTOR by RSCCD.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Modifications

Substantial changes to the program components and service levels detailed in the Scope of Work must be submitted for prior approval to the PRIME SPONSOR and/or RSCCD.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation

of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

16. Disputes

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

17. Notices

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

RSCCD: Primary Contact:
Rancho Santiago Community College District
Sarah Santoyo
2323 N. Broadway, Suite 201
Santa Ana, CA 92706
(714) 480-7466; santoyo_sarah@rsccd.edu

Fiscal Representative:
Rancho Santiago Community College District
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340, hardash_peter@rsccd.edu

SUBCONTRACTOR:
Project Director:
Ms. Harriet Happel
Dean, Career Education and Integrative Learning
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
(661) 362-3653; harriet.happel@canyons.edu

Project Administrator:

Mr. Omar Torres
Associate Vice President, Academic Affairs
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
(661) 362-3135; omar.torres@canyons.edu

Fiscal Contact:

Ms. Sharlene L. Coleal
Assistant Superintendent, Vice President Business Services
26455 Rockwell Canyon Road
Santa Clarita, CA 91355
(661) 362-3405; sharlene.coleal@canyons.edu

18. Total Agreement

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

19. Amendments

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

ARTICLE II

1. Legal Terms and Conditions

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 09/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: SANTA CLARITA
COMMUNITY COLLEGE DISTRICT

By: _____

Name: Peter J. Hardash

Vice Chancellor

Title: Business Operations/Fiscal Services

Date: _____

Board Approval Date: February 3, 2020

By: _____

Name: _____

Title: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work

Exhibit B: Guidance Memo from the Chancellor's Office

Exhibit C: Articles I, Rev. 09/18 and Article II, Rev. 05/14

(NOTE: this is for general reference on the allowable and appropriate use of funds. Payment and reporting dates in Articles I and II are relevant to the Fiscal Agent and do not apply to the SUBCONTRACTOR.)

Exhibit A - Scope of Work

APPENDIX B

THIS FORM MAY NOT BE REPLICATED



The following information are linked throughout the forms package:

DISTRICT (Grantee): **Santa Clarita CCD**

COLLEGE: **College of the Canyons**

PROJECT: K14 Pathways Technical Assistance Provider

FISCAL YEAR: 0001/01

RFA NUMBER: 18-205-11

FUNDING SOURCE: Workforce & Economic Development Division

PROJECT BUDGET: \$ **285,000**

PROJECT: K14 Pathways Technical Assistance Provider

COLLEGE: College of the Canyons

RFA NUMBER: 18-205-11

CONTACT PAGE

District:	<u>Santa Clarita CCD</u>		
Address:	<u>26455 Rockwell Canyon Road</u>		
City:	<u>Santa Clarita</u>	State:	<u>CA</u> Zip: <u>91355</u>

District Superintendent/President *(or authorized designee)*

Name:	<u>Dr. Dianne G. Van Hook</u>	Phone:	<u>661.362.3400</u>
Title:	<u>Chancellor</u>	Fax:	<u>661.259.9261</u>
E-mail Address:	<u>dianne.vanhook@canyons.edu</u>		

Responsible Administrator *(Should not be the same as Project Director)*

Name:	<u>Mr. Omar Torres</u>	Phone:	<u>661.362.3135</u>
Title:	<u>Associate Vice President, Academic Affairs</u>	Fax:	<u>661.362.3150</u>
E-mail Address:	<u>omar.torres@canyons.edu</u>		

Project Director *(Person responsible for conducting the daily operation of the grant)*

Name:	<u>Ms. Harriet Happel</u>	Phone:	<u>661.362.3653</u>
Title:	<u>Dean, Career Education and Integrative Learning</u>	Fax:	<u>661.362.3150</u>
E-mail Address:	<u>harriet.happel@canyons.edu</u>		

Person Responsible for Data Entry

Name:	<u>Ms. Nancy Sandoval</u>	Phone:	<u>661.362.3293</u>
Title:	<u>Administrative Assistant</u>	Fax:	<u>661.362.3150</u>
E-mail Address:	<u>nancy.sandoval@canyons.edu</u>		

District Chief Business Officer *(or authorized designee)*

Name:	<u>Ms. Sharlene L. Coleal</u>	Phone:	<u>661-362-3405</u>
Title:	<u>Assistant Superintendent, Vice-President Business Services</u>	Fax:	<u>661-362-5405</u>
E-mail Address:	<u>sharlene.coleal@canyons.edu</u>		

Person Responsible for Budget Certification

Name:	<u>Ms. Carolyn Shaw</u>	Phone:	<u>661-362-3482</u>
Title:	<u>Director, Grant and Categorical Accounting</u>	Fax:	<u>661-362-5405</u>
E-mail Address:	<u>carolyn.shaw@canyons.edu</u>		

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: K14 Pathways Technical Assistance Provider

DISTRICT: Santa Clarita CCD

COLLEGE: College of the Canyons

RFA NUMBER: 18-205-11

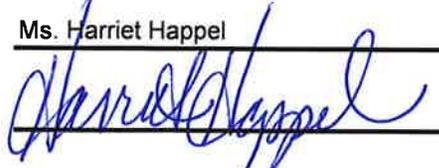
APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Object of Expenditure	Classification	Line	TOTAL PROJECT FUNDS REQUESTED	FUNDING REQUIRES MATCH
			\$ 285,000	0%
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 0
2000	NONINSTRUCTIONAL SALARIES	2	\$ 166,770	\$ 0
3000	EMPLOYEE BENEFITS	3	\$ 70,685	\$ 0
4000	SUPPLIES AND MATERIALS	4	\$ 1,784	\$ 0
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 32,800	\$ 0
6000	CAPITAL OUTLAY	6	\$ 2,000	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
TOTAL DIRECT COSTS:		8	\$ 274,039	\$ 0
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		9	\$ 10,961	
TOTAL COSTS:		10	\$ 285,000	\$ 0

I authorize this cost proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with State and Federal Regulations. I also certify the match (if required) listed above are valid match funding that is not being used as a match for another program requiring match funding and in total are equal, or greater than, the funds requested from CCCCCO.

Project Director:

Name: Ms. Harriet Happel Title: Dean, Career Education and Integrative Learning
 Authorized Signature:  Date: 01/08/2020

District Chief Business Officer (or authorized designee):

Name: Ms. Sharlene L. Coleal Title: Assistant Superintendent, Vice-President Business Services
 Authorized Signature:  Date: 1-9-2020

Exhibit A - Scope of Work

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: K14 Pathways Technical Assistance Provider

DISTRICT: Santa Clarita CCD

COLLEGE: College of the Canyons

RFA NUMBER: 18-205-11

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	
		\$	285,000
1000		\$	-
		\$	-
		\$	-
		\$	-
2000	Project Director, To Be Hired	\$	165,042
	Cell Phone Allowance (\$96/month)	\$	1,728
		\$	-
		\$	-
3000	Employee Benefits		
	Benefits for Project Director	\$	70,513
	Benefits for cell phone allowance (9.97%)	\$	172
4000	Supplies and Materials		
	Noninstructional supplies	\$	1,784
		\$	-
		\$	-
		\$	-

Exhibit A - Scope of Work

APPENDIX B

THIS FORM MAY NOT BE REPLICATED

PROJECT: K14 Pathways Technical Assistance Provider

DISTRICT: Santa Clarita CCD

COLLEGE: College of the Canyons

RFA NUMBER: 18-205-11

APPLICATION BUDGET DETAIL SHEET

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	
			285,000
5000	Other Operating Expenses and Services		
	Mileage (10,000 miles at \$.58/mile)	\$	5,800
	Printing	\$	2,000
	Conferences	\$	14,000
	Meetings and workshops	\$	11,000
6000	Capital Outlay		
	Laptop	\$	2,000
		\$	-
7000	Other Outgo		
		\$	-
TOTAL DIRECT COSTS:		\$	274,039
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):		\$	10,961
TOTAL COSTS:		\$	285,000

**Statement of Work (Annual Workplan)
 Objectives/Common Metrics**

Objective	1	Regional Technical Assistance Plan: Develop a regional technical assistance plan, utilizing needs assessment and diagnostic tools focused on career education and early college credit, aligned with guided pathways and regional economic priorities.
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K12 Strong Workforce Metrics:	1. Completed 2+ course in high school in the same program of study
--------------------------------------	--

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
1.1	Create a regional technical assistance plan that integrates K12 pathway improvement initiatives and work activities for K12 Pathway Coordinators. This plan will integrate with the SCCRC Regional Plan.	Technical Assistance Plan will be completed by December 2020	December 2020	K14 TAP Regional Chairs
1.2	Compile a report on the work-based learning opportunities offered in the region LEAs and colleges. Consider a coordinated effort to replicate, scale, or develop alternative models.	Report on work-based learning opportunities produced and distributed	December 2020	K14 TAP Regional Chairs
1.3				
1.4				
1.5				
1.6				
1.7				
1.8				

Statement of Work (Annual Workplan) Objectives/Common Metrics

Objective	2	Technical Assistance: Provide regional leadership in the development, administration, and organization of Pathway Improvement Initiatives for CTEIG grants and for intersegmental partnerships in the K12 SWP, working closely with the SCCRC region's K12 Pathway Coordinators.
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K12 Strong Workforce Metrics:	1. Completed 2+ course in high school in the same program of study
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.1	Initiate and facilitate early engagement and collaboration of college faculty and secondary teachers and counselors for an effective and efficient launch of pathway improvement initiatives within the region.	Engagement meetings will be regularly conducted	Fall 2019 thru Fall 2020	K14 TAP Region's K12 coord.
2.2	Create shared resources, including templates, toolkits, and guides for K12 Pathway Coordinators to disseminate to partners of pathway improvement initiatives.	Creation of virtual document, including pertinent information	March 2020	K14 TAP Region's K12 coord.
2.3	Identify and analyze structural barrier in implementing pathways from the field, and pilot regional and state level solutions.	Tracking mechanism designed and regularly updated	June 2020	K14 TAP Regional Chairs
2.4	Review the appropriate project plans and design a method to monitor progress, anticipate support needs, and evaluate outcomes	Create database to monitor projects and outcomes	March 2020	K14 TAP
2.5				
2.6				
2.7				
2.8				

Statement of Work (Annual Workplan) Objectives/Common Metrics

Objective	3	Communication: Respond as needed upon request and in a timely manner to provide the K12 Selection Committee, the State Department of Education, and the CA Community Colleges Chancellor's Office with regional SWP 12 information as needed to perform data-driven decision-making.
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K12 Strong Workforce Metrics:	1. Completed 2+ CTE course in high school in the same program of study
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.1	Identify the data and information to be compiled for regional K12 projects, identify points of contact and mechanisms to acquire this information, and a schedule for collection.	Creation of virtual document including pertinent information	April 2020	K14 TAP
3.2	Review project plans in NOVA, and any other available project information, to keep on track on the planned work for the field.	Ongoing monitoring of project plans	December 2020	K14 TAP Regional Chairs
3.3	Keep a data reporting schedule and track which recipients have complied with reporting.	Traching mechanism completed	December 2020	K14 TAP Region K12 coord
3.4	The K14 TAP will prepare to report on project progress at the K12 Selection Committee meetings, and on her/his own areas of responsibility.	K12 Selection Committee kept informed on project progress	December 2020	K14 TAP
3.5	The K14 TAP will secure information as requested by the K12 Selection Committee, the State Department of Education, the CCCCCO, and other regional stakeholders, as appropriate.	Key stakeholders informed on project progress	December 2020	K14 TAP
3.6				
3.7				
3.8				

Statement of Work (Annual Workplan) Objectives/Common Metrics

Objective	4	Network Convening: Convene an ongoing K12-community college network focused on K12 partnerships with community colleges and businesses to support K12 pathways improvement activities, and move the network beyond building awareness to scaling practices in the region.
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K12 Strong Workforce Metrics:	4: Enrolled in a California Community College within one year of leaving secondary school
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.1	Compile pathway plans from K12 Workforce Pathway Coordinators in the region.	Development of digital repository for pathway plans	December 2020	K14 TAP Region K12 Coord
4.2	Review the plans at key points in the year with K12 Workforce Pathway Coordinators to assess progress, resolve issues, identify regional support needs to keep the region on track to implementing plans and achieving progress on outcomes, objectives, and goals.	Progress assessed; issues resolved; and regional support needs identified	December 2020	K14 TAP Region K12 Coord
4.3	Share the plans with key stakeholders.	Plan shared digitally	December 2020	K14 TAP
4.4	Ongoing share-out at regional consortia meetings on K12 SWP progress.	Region informed of K12 SWP progress	January 2020 and ongoing	K14 TAP
4.5	Facilitate regional K12 meetings, and cultivate working relationships with project leads and the Workforce Pathways Coordinator, and the fiscal agent to keep well-informed about the status of projects.	Offering at least three (3) sub-regional K12 meetings	December 2020	K14 TAP Region K12 Coord
4.6	Deliver at annual Counselor Conference that includes K12 and community college counselors.	A minimum of fifty (50) people will attend	December 2020	Regional Chairs K14 TAP Region K12 Coord
4.7				
4.8				

Statement of Work (Annual Workplan) Objectives/Common Metrics

Objective	5	Professional Development: Plan, coordinate and/or implement regional professional development opportunities for K12 Pathway Coordinators, as well as stakeholders on key K14 topics relevant to the region.
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K12 Strong Workforce Metrics:	4: Enrolled in a California Community College within one year of leaving secondary school
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.1	Facilitate communities of practice on key regional topics.	Convene sub-regional or topical communities of practice as they evolve	June 2020	K14 TAP Regional Chairs Regions K12 Coordinators
5.2	Conduct participant surveys to determine what professional development will be the most helpful, with feedback on other need areas or how to improve the usefulness of professional development to the field.	Development of survey created and distributed	March 2020	K14 TAP Regional Chairs
5.3	Create messaging around professional development opportunities that directly link to K12 SWP project performance.	Create listserve of K12 SWP partners	January 2020	K14 TAP
5.4	Develop a professional development calendar, and create an outreach and engagement plan that includes targets for participation.	Development of calendar for professional development	March 2020	K14 TAP
5.5	Create an annual report of the key outcomes of professional development meetings to inform the priority issues of the meetings in the subsequent years.	Create report of outcomes of the meetings	April 2020	K14 TAP
5.6				
5.7				
5.8				

**Statement of Work (Annual Workplan)
 Objectives/Common Metrics**

Objective	6	Data Projects: Champion accurate data collection, reporting, us, and communication to enhance K14 pathway transitions and student outcomes.
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K12 Strong Workforce Metrics:	4: Enrolled in a California Community College within one year of leaving secondary school
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.1	Help LEAs understand the importance of accurate collection of information in local data systems.	Meet with all K12 SWP grantees	February 2020	K14 TAP
6.2	Ensure that LEAs submit CALPADS and other standard reports to Cal-PASS Plus.	Ongoing communication	January 2020 and ongoing	K14 TAP Regional Chairs
6.3	Support LEAs in reviewing and understanding institution-level information that is visualized in the dashboard.	Provide technical assistance as needed	January 2020 and ongoing	K14 TAP
6.4	Coordinate with WestEd to support consortia in identifying student enrollment patterns, industry sector trends, and student outcomes with and across the regions.	Work with the state's K14 TAPs to provide information	December 2020	K14 TAP
6.5	Coordinate with the Centers of Excellence to review and disseminate information on the region's current labor market trends and gaps.	Share the region's labor market information with LEAs	January 2020 and ongoing	K14 TAP
6.6				
6.7				

Statement of Work (Annual Workplan) Objectives/Common Metrics

Objective	7	Compliance: develops and disseminates common resources and documents including supporting Cal-PASS Plus membership to facilitate data sharing and securing College and Career Access Pathway partnership agreements.
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K12 Strong Workforce Metrics:	4: Enrolled in a California Community College within one year of leaving secondary school
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#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
7.1	Work closely with community college and K12 districts to support instructional services for career pathways that meet the compliance of statutes of collective bargaining agreements.	Develop relationships across the region	December 2020	K14 TAP Regional Chairs Region K12 Coordinators
7.2	Ensure that LEAs have MOUs with Cal-Pass Plus.	MOUs with all K12 SWP LEAs in place	December 2020	K14 TAP Region K12 Coordinators
7.3	Provide consistent research and professional development regarding any current legal and regulatory changes that would affect Pathway programs.	Share updates regularly with the field	December 2020	K14 TAP
7.4	Gather data and submit required reports to the state after executive review and approval.	Provide reports as requested	December 2020	K14 TAP
7.5	Connect with K12 Workforce Pathway Coordinators and other regional partners, as appropriate, to meet with grant recipients that have not provided data to determine the cause for non-compliance to secure, support, or assist, if needed.	Support and assistance provided if needed	December 2020	K14 TAP Regional Chairs Region K12 Coordinators
7.6				
7.7				
7.8				



California
Community
Colleges

MEMORANDUM

March 25, 2019

19-005 | Via Email

To: Chief Executive Officers
Chief Instructional Officers
Chief Student Services Officers
Chief Business Officers
CTE Deans
Regional Consortium Chairs

K12 Local Education Agencies

CC: Sheneui Weber, Vice Chancellor
Division of Workforce and Economic Development

California Department of Education

Division of Workforce and Economic Development Leadership and Staff

From: Matthew Roberts, Ed.D., Dean of Workforce and Economic Development
California Community Colleges Chancellor's Office

Subject: Funding Announcement for Career Technical Education Incentive Grant and K12 Strong Workforce Program Combined Key Field Talent Positions

Guidance on the Selection of Career Technical Education Incentive Grant (CTEIG) and K12 SWP Combined Position

The California Community Colleges Chancellor's Office (CCCCO), in partnership with the California Department of Education (CDE), is pleased to announce annual funding to put in place a regional technical assistance structure to assist Local Educational Agencies (LEAs), teachers and industry partners in implementing high-quality CTE programs. Education Code 88833 appropriates up to \$12,000,000 in annual career technical education funding to support the establishment of Career Technical Education Key Talent field positions to support **both the CTE Incentive Grant Program and the K12 component of the Strong Workforce Program** as follows:

1. Eight (8) **K14 Technical Assistance Providers** – roughly one per Strong Workforce regional consortium and funded through each regional consortium;

Exhibit B - Guidance Memo

- a. The state's eight regional target areas under K12 SWP are as follows:
 - North Far North region
 - San Francisco Bay Area region
 - Central Valley/Mother Lode region
 - South Central Coast region
 - Los Angeles sub-region
 - Orange County sub-region
 - Inland Empire/Desert region
 - San Diego/Imperial Counties region

This memo provides guidance for the K14 Technical Assistance Providers (K14 TAPs) only. A memo will be forthcoming that provides guidance for the K12 Pathways Coordinator position.

Flow of Funding, Applications and Hiring

The California Community Colleges Chancellor's Office will use a single fiscal agent to administer the \$12 million in K12 SWP funding each year, and during the first year of implementation. This fiscal agent will help process all funding and execute contracts with LEAs and CCC Districts.

The application and employment process for the K14 TAPs will begin shortly and take place locally. See the list of key dates in the next section for an implementation timeline. Each K12 SWP Regional Consortium will activate the eight (8) **K14 Technical Assistance Provider** positions. Positions are expected to begin in July 2019 until the full number is activated.

K14 Technical Assistance Provider

For the K14 Technical Assistance Provider (TAP), each Regional Consortium will determine how to place the position in the region. Regions may use one of the following options to timely onboard each position: 1) to host with the established regional fiscal agent; 2) to have a college within the region host; or, 3) to contract with another allowable fiscal agent. The grant amount is capped: \$190,000.00 per year and includes travel and meeting arrangements. The salary range for this position is suggested to be between \$75,000.00- \$125,000.00 per year including benefits. The range is provided to allow compensation to commensurate with local market rates. The position is expected to start July 1, 2019 and run for 18 months under the first contract. The identified host will therefore receive a prorated grant amount equal to 18 months. The position will be renewable in 12 month increments thereafter (pending approval in the state budget)

Exhibit B - Guidance Memo

Rollout and Timeline for 2018–2019 K14 Technical Assistance Providers

The proposed timeline for applications, selection, and onboarding training of K14 Technical Assistance Providers (TAPs) is as follows:

March 22, 2019	Formal Announcement of \$12 million K12 SWP funding with Job descriptions of K14 TAPs available online.
April 12, 2019	Each Regional Consortium will identify and execute host fiscal agent grant contracts.
April 17, 2019	Applications become available throughout the state for K14 TAPs.
Beginning July 1, 2019	The Regional Consortium and its designated fiscal agent shall execute grant contracts to fiscal agent hosts, and subsequently notify the CCCC and CDE of employment process results.
Ongoing	CCCC and CDE will review executed contracts and coverage, and review process and outcomes of hiring and publish the final selection of K14 TAPs.
July TBD, 2019	Onboarding and Training for K14 TAP

Chancellor's Office, California Community Colleges

GRANT AGREEMENT

ARTICLE I

**K-12 Pathway Coordinators and K-14 Technical Assistance Providers
Program-Specific Legal Terms and Conditions
September 2018**

ARTICLE II

Standard Legal Terms and Conditions
(Revision 5/15/14)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: February 3, 2020
Re: Approval of Professional Services Agreement with Ad Astra Information Systems, LLC	
Action: Request for Approval	

BACKGROUND

The Rancho Santiago Community College District currently uses Ad Astra software and recently upgraded to their cloud-based services. The software “bolts on” to the Datatel system and allows users to schedule events in addition to running reports on classroom and other facilities use. As part of our efforts to increase enrollment, the professional services outlined below will increase overall scheduling efficiency and increase access to college classes.

ANALYSIS

This service agreement with Ad Astra Information Systems, LLC (“Ad Astra”) shall be effective as of the date signed by both parties as a one-time service. College Vice Presidents of Academic Affairs and staff have reviewed the professional services agreement with Ad Astra for compliance with District standards. Deliverables for this agreement includes an analysis of course offerings and capacity; training on data reporting; access to an enhanced data dashboard; high-level enrollment management consultancy; and other services to improve overall scheduling efficiencies and enrollment management for both colleges.

RECOMMENDATION

It is recommended that the Board approve the professional services agreement with Ad Astra Information Systems, LLC 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:	\$42,000	Board Date: February 3, 2020
Prepared by:	Jeffrey N. Lamb, Ph.D., Vice President, Academic Affairs	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	

Date: October 3, 2019
 Offer Expires: February 29, 2020

Order Schedule

Prepared For	Bill To
Name: Enrique Perez	Name: Lynn Nevils - ITS
School: Rancho Santiago Community College District	School: Rancho Santiago Community College District
Address: 3rd Floor, Room 302 2323 N. Broadway Santa Ana, CA 92706	Address: 2nd Floor, Room 250 2323 N. Broadway Santa Ana, CA 92706
Phone: (714) 480-7460	Phone: 714.480.7420
Email: perez_enrique@rscdd.edu	Email: neville_lynn@rscdd.edu
Notes: Client is currently utilizing Colleague as its Student Information System (SIS) system and System within SIS as its Degree Audit System (DAS).	

Term(s)

Term Length: One-time service

Payment Terms: All fees are due upon the invoice date, Net 30.

Payment Method: You will be invoiced per the agreed upon payment terms as outlined on this order schedule.

Products Selected

Product descriptions and deliverables are outlined in Exhibit A.

One-time fees are due upon contract execution.

Subscription fees are due upon contract execution and annually thereafter upon the anniversary of the contract execution date.

All amounts are listed in United States Dollars.

Quantity	Product/Service	Sales Price	Line Total
1	Service - Strategic Scheduling CheckUp	\$42,000.00	\$42,000.00
One Time Fees:			\$42,000.00
Amount due at signing:			\$42,000.00

Purchase Order (PO) Information:

Is a purchase order (PO) required for payment of the products on this Order Schedule? (Client to Complete)

No

Yes – please complete below

PO Number: _____

Purchase and Use Terms:

Use of the products under this Agreement shall in all cases be subject to the Ad Astra General Terms and Conditions and Exhibits, Addenda, Amendments and Attachments (“Terms”) as included herein. Client represents that it has reviewed the Terms and expressly agrees to their incorporation into this Agreement as of the Effective Date, which is defined as the last signature date below. This Order Schedule will remain in effect until all User subscriptions ordered hereunder have expired or have been terminated. This Agreement also incorporates by reference the API Terms of Service Agreement located at <https://info.aais.com/api-terms-of-service>, as amended from time to time with the same force and effect as if they were given in full text.

Prices shown herein do not include any taxes that may apply. Client is responsible for reporting and paying separately all applicable sales and use or other taxes, impositions or charges with respect to any and all fees. If Client is exempt from taxes, a copy of a valid tax exemption certificate must be provided to Ad Astra. The individual executing this Order Schedule warrants s/he has the authority to bind Client/Ad Astra, as the case may be, to the obligations created herein and that s/he is the representative of the party for which s/he signs.

IN WITNESS WHEREOF, the parties have executed this Order Schedule as of the date and year first set forth below.

AD ASTRA INFORMATION SYSTEMS, LLC

Rancho Santiago Community College District

By: _____

By: _____

Name & Title: _____

Name & Title: _____

Date: _____

Date: _____

Exhibit A: Products and Deliverables: Strategic Scheduling Check-Up™

Rancho Santiago Community College District is interested in products and services that can assist with scheduling. Ideally, they would like to be able to make tweaks to the Spring 2020 schedule but plan to fully influence Fall 2020. While the institution seems to offer sections that the students need, there appears to be some issues with efficiency compared to Santa Ana’s peers. The institution needs a comprehensive overview of where scheduling stands currently so it can prioritize the adjustments to ensure student success while being as efficient as possible.

Scope and Deliverables

- **Project High Level Overview:**
 - Discover, Design, and Deliver
 - Project Kick-off
 - Scoping
 - Hosting
 - Review of Scheduling Timeline
 - Initial Data Review
 - Capacity Analysis (Spring 2019 and Fall 2019)
 - Course Offerings Analysis (Spring 2020 and Fall 2020)
 - Final Data/Recommendations Review
 - On-site Delivery of Findings and Change Management Workshop
 - Interactive Dashboard of Results
 - Executive Summary
 - Snapshot Configuration and Management
- **Course Offerings Analysis:**
 - Analyze 3-5 years of historical section data (Spring 2020 and Fall 2020 as ‘analysis’ terms)
 - Benchmark eight key performance metrics internally and externally (using Ad Astra’s Higher Education Index with over 300 participating institutions)
 - Enrollment Ratio, Balanced Course Ratio, Overloaded Course Ratio, Underutilized Course Ratio, Addition Candidates Offered, Addition Candidates, Reduction Candidates, Elimination Candidates
 - Recommend schedule changes that can facilitate student access to necessary courses and/or efficiencies for the institution
 - High level findings and course by course recommendations are available
- **Capacity Analysis:**
 - Analyze Spring 2019 and Fall 2019 for capacity
 - Establish prime time and standard week based on existing meetings
 - Benchmark seven key performance metrics internally and externally (using Ad Astra’s Higher Education Index with over 300 participating institutions)
 - Classroom Utilization Prime Week, Classroom Utilization Standard Week, Prime Time Compression, Seat Fill Utilization Enrollment, Seat Fill Utilization Enrollment Cap, Off Grid Waste, Off Grid Utilization
 - Recommend schedule adjustments that can allow the institution to manage the overall space capacity
 - Review meeting patterns and off-grid waste to determine impact on student scheduling and space
 - Findings are available at all levels: aggregate, building, room, size category, meeting pattern, etc.

- **On-site Delivery/Change Management Workshop**
 - Consultant-led meeting of high level findings to campus community
 - Consultant-facilitated workshop to set goals and establish plan to work with the data to influence Spring 2020 'low hanging fruit' and Fall 2020.
- **Interactive HESI dashboard**
 - Allows access to all the data to review in greater detail during the engagement
- **Snapshot Configuration and Management**
 - Establish registration 'snapshots' to monitor enrollment and make schedule changes for Spring 2020 and Fall 2020.
- **Additional Deliverable(s)**
 - Provide enrollment capacity report to determine course cap deviations that the institution may investigate (among all courses and within a single course)

Optional Services (at cost)

- **Room Inventory Service**
 - Utilizing Astra Schedule data as the starting point, Ad Astra can inventory all classrooms on campus for updates
 - A report can be generated to update Ad Astra for future scheduling

Client Responsibilities

The estimated duration of services within scope for this engagement is based on a proactive client who is committed to deep-dive into our partnership and a cooperative engagement. Ad Astra is committed to a timely and successful engagement; to achieve this, the partner must be prepared and ready to perform their responsibilities in a timely and efficient manner. The Client will be responsible for the following:

- **Project Planning and Management:** through discussions with the Ad Astra project manager, you will discuss your anticipated project schedule and will be responsible for completing assigned homework in a timely manner to co-ensure with Ad Astra the project remains on schedule.
- **Scope and Change Management:** *in the event additional time or deliverables beyond this SOW are required to complete areas of the engagement, a change order may be pursued in accordance with the change management plan.*
- **Application Design:** *you are responsible for attending all scheduled meetings as well as independently meeting outside of scheduled calls to complete deliverables and finalize requirements.*
- **Technical Readiness:** *your on-prem and/or hosted IT/IS staff are responsible for providing client-side technical specifications and configuring all connected systems to the application with the assistance of Ad Astra Information System's Technical Support Staff.*
- **Hardware/Software:** *you are responsible providing Ad Astra with network access for all hardware and software components required for the deliverables set forth in this SOW.*
- **Location:** *you are responsible for preparation before Ad Astra representatives arrive to the onsite location. The client shall arrange for appropriate access including, but not limited to, parking, Wi-Fi access, and security clearance/badges to ensure that Ad Astra has access to the work site.*

Exhibit B: Recommended Products and Services

Product Name	Description
Astra Schedule™	Astra Schedule is a SaaS enterprise-class scheduling system that provides analysis and optimization of academic resources. The system supports what-if modelling and the management of rooms for classes, exams, events and resources. All activities are presented through intuitive calendars that can be tailored to specific audiences.
Astra Schedule™ perpetual dashboards	A SaaS offering of interactive management dashboards that display actionable data for academic operations. Measure space and resource utilization, capacity bottlenecks, primetime and other key indicators of capacity management and efficient allocation. Includes data dashboards with interactive visualizations refreshed against your live Astra Schedule instance daily, click anywhere within a visual for more granular data and filter options, and state-of-the-art engaging charts and graphics bring multiple viewpoints into a single view allowing you to monitor utilization metrics.
Platinum Analytics™	Platinum Analytics is a patented SaaS solution providing predictive analytics for course scheduling. Incorporating historical, degree audit, student progress and student plan data, business intelligence is presented to inform the creation of a student aligned course schedule. Clients receive reports, access to data visualization and ongoing consulting to apply individualized recommendations throughout the scheduling and registration periods. Data patterns are also analyzed during non-scheduling periods to measure and track improvements and inform design decisions.
Momentum Year	Evidence-based research confirms that college students are most successful when they follow a clearly sequenced program map that includes a core English and Math Course, 9 credits in the students’ academic focus area and 30 credits in the first year. This starting point helps students find their path, get on that path and build velocity to college completion. Ad Astra’s Momentum Year solution puts this strategy to work for students.
Enhanced Services	The Enhanced Services solution is designed for Clients looking to fully utilize their Ad Astra product overtime. This service includes an annual Health Assessment to insure your institution is utilizing Ad Astra’s products in a way that is aligned with your strategic initiatives. This service includes consultation on best practices and usability information. On top of the Health Assessment, a client will receive access to a video training module that allows for continual training and a repository of videos that is ever growing and fully searchable. Both the above services are coupled with the ability to have in depth training with a consultant for up to four hours a year in key benefit areas that are highlighted during the Health Assessment and reviewing our video portal, Astra Ed.
Astra Ed License	Astra Ed is a video training module that allows for continual training and a repository of videos that is ever growing and fully searchable.
Strategic Scheduling Check-Up	The Strategic Scheduling Check-Up is a customized institutional study and presentation of findings that benchmark academic operations by detailing a range of instructional capacity views and course offerings trends. The analysis takes a 5-year view of the institution’s scheduling efficiency and effectiveness and highlights actionable changes that can be applied to an upcoming academic term. In addition, the institution is benchmarked against the Higher Education Scheduling Index (HESI™) peer database. A change management framework will be provided to assist institutional leaders in implementing recommended change initiatives.
HESI™ Dashboards	The HESI™ is the industry’s only peer comparison database of performance indicators for the allocation of faculty and academic space. HESI™ Dashboards deliver the metrics and findings

	from a strategic analysis in roll-up, drill-down charts and graphs and provide access to peer comparative data along with your institution’s percentile ranking. Usage of these Dashboards allows clients to measure longitudinal improvement in academic operations effectiveness. These metrics support a framework for the development and implementation of policy, measurement of improvement, accountability, and transparency.
Web Training	Depending on your needs, customized web training can be provided to your institution.
Custom Reporting	Custom reporting hours are available to help meet your institution’s reporting needs.
Custom Consulting	Every client is unique. Ad Astra has resources and skilled staff available to meet your individual needs. Your sales representative, account executive and client experience manager are all available to help build targeted solutions for your campus.

Client may request to add any of the products and services included herein at any time during the course of the term by signing a quote or additional addendum. Any and all procurements will be subject to the Terms unless otherwise specified and agreed to in writing.

Please contact your Account Executive for a quote.

Exhibit C: Project Organization

The implementation fee(s) is based on the specific scope of work detailed in Exhibit A. If Ad Astra determines there has been a change in or unsuccessful completion of any responsibilities or assumptions set forth in Exhibit A of this Agreement, a change order (“Change Order”) may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by Client or changed requirements, will require a Change Order. Change Orders may also impact the Project timeline. Change Order work will be performed on a time and material basis at our then-standard hourly rate for such work, and will be invoiced monthly, due Net 30. Ad Astra will notify Client in writing if a Change Order is required. If practicable, and unless Client requests otherwise, Ad Astra will continue to provide Services under this Agreement while the Change Order is negotiated, but Ad Astra will not commence work in accordance with the Change Order until it is authorized in writing by Client.

This Agreement and Order Schedule assume shared project staffing and a shared implementation approach. A shared implementation is a cooperative, hands-on Project, jointly managed by the joint project team consisting of Ad Astra and the Client.

The charts below set forth in the baseline staffing from Ad Astra and Client necessary to support the Project. Each party agrees to dedicate at least the type and level of resources set forth below. The pricing and schedule reflect this important assumption. Each role may be filled by one or more individuals as needed. Client understands that Ad Astra’s implementation resources are not dedicated to any single implementation and may be engaged across many implementation projects for various clients.

Ad Astra Role	Summary of Responsibility
Regional Vice President	<ul style="list-style-type: none"> • Lead project kick-off • Confirm team, goals, data strategy and timeline
Project Manager	<ul style="list-style-type: none"> • Create project plan • Finalize team, goals, data strategy and timeline • Review and refine data sets • Section and room data validation and sign-off
Client Experience Manager	<ul style="list-style-type: none"> • Assist Project Manager with section and room data validation • Execute design and configuration strategy • Complete end-user training • Go-live finalization and data testing • Delivery of dashboard findings • Confirmation of implementation goals completion • Review Client Portal and outstanding terms if applicable • Proactive client engagement

Client Role	Summary of Responsibility
Project Sponsor	<ul style="list-style-type: none"> • Main point of contact during implementation for all areas undefined • Decision maker on behalf of the Client • Approves Project milestones • Provides information as required throughout Project
Project Manager	<ul style="list-style-type: none"> • Maintains Project delivery of Client tasks and serves as administrative point of contact during implementation

	<ul style="list-style-type: none"> • Manage Client resources • Other responsibilities as determined necessary by Ad Astra and Client Project team
IT Resource	<ul style="list-style-type: none"> • Participates in meetings and working sessions as required • Supports integration to Client systems • Expert of source system • Other responsibilities as determined necessary by Ad Astra and Client Project team

General Assumptions:

- Client will commit the necessary resources and management (“Client Resources”) to support the implementation. Client shall designate Client Resources that are highly capable of understanding the Project and effectively performing assigned tasks on behalf of the Client.
- Services will be provided remotely from Ad Astra’s own facilities, unless otherwise specified.
- Client is responsible for the accuracy and timeliness of the information provided to Ad Astra; incorrect data provided that requires discussion or rework may result in Project delay.
- Client is responsible for attending meetings. Failure to attend or repeated cancellation of Project meetings may result in Project delay and additional costs.
- If the Project timeline is altered or delayed by Client, or any other cause outside Ad Astra’s reasonable control (including a failure of or change in any of the assumptions stated herein), a Change Order may be required and additional costs may apply.
- In the event Client changes their SIS or DAS, a migration fee will be quoted at the time of procurement and applied.
- If the Project timeline is substantially delayed by Client either by continued failure to attend meetings, consistent failure to complete assigned tasks timely, multiple Client Resources reallocations, etc., Ad Astra reserves the right, in its sole discretion, to put the Project on hold. The Project shall resume once all of the following conditions are met: (i) Client communicates it is able to dedicate the necessary time and Resources to the Project; (ii) Ad Astra has the appropriate resources available; (iii) Ad Astra has received payment for a “Reengagement Fee” in the amount equivalent to 20% of the Implementation Fee; and (iv) any and all other outstanding fees due under this Agreement are paid in full.
- Ad Astra will create and maintain an overall Project Plan, including an outline of Project tasks and milestones. Client is solely responsible for creating its own plan for completion of its tasks and responsibilities for the Project.
- Client shall be solely responsible for any decision it makes against Ad Astra’s advice, including without limitation moving to “go-live” prematurely.
- Working weekends must be approved by Ad Astra management in advance and may incur an additional cost.
- A professional, respectable work environment must be maintained.

Exhibit D: Additional Terms and Conditions

The following terms are added to, and in the event of a conflict prevail over, the Terms:

1. The Colleges included in the Rancho Santiago Community College District receiving the deliverable outlined in Exhibit A are as follows:
 - Santa Ana College
 - Santiago Canyon College
2. Each campus will be vetted separated during the engagement.

Client Initials: _____ Ad Astra Initials: _____
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AD ASTRA GENERAL TERMS AND CONDITIONS

Agreement No. 23585

This “Agreement,” collectively consisting of these Terms and Conditions and the Order Schedule, is effective as of the last date shown in the signature block hereto (the “Effective Date”) by and between AD ASTRA INFORMATION SYSTEMS, LLC, a Kansas limited liability company located at 6900 W. 80th Street, Suite 300, Overland Park, KS 66204 (“Ad Astra”), and Rancho Santiago Community College District located at 3rd Floor, Room 302 2323 N. Broadway, Santa Ana, CA, 92706 (“Client”).

Recitals

Ad Astra has developed and owns scheduling software for courses and events (marketed as Astra Schedule), course planning software (marketed as Platinum Analytics), and custom professional services. The selections described in **Exhibit A** (collectively, the “Software”) have been selected by the Client as evidenced on the Order Schedule. Ad Astra will make the Software available for Client to access and use in a hosted environment as described herein, and which Client desires to access and use, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the promises, covenants and mutual agreements herein contained, the parties hereto agree as follows:

1) Access and Provision of Services.

- a) **Access.** During the term of this Agreement and subject to the terms and conditions hereof, Ad Astra will provide Client with access to and use of the Software in a hosted environment (the “Software Services”). Accordingly, Ad Astra grants to Client, and Client accepts, a non-exclusive, non-transferable right to access the Software Services during the term of this Agreement. Upon payment of the Fees, as prescribed in Section 11, Ad Astra shall furnish to Client access information, including appropriate IP addresses, log-on procedures, and user identification and password(s). Access to use the Software Services may not in whole or in part be assigned or transferred to any person not covered under this Agreement.

- b) **Services.** During the term of this Agreement and subject to the terms and conditions hereof, Ad Astra will provide to Client the Software Services and related implementation, user support, version upgrade and other services described in Exhibit A hereto (the “Support Services”), subject to the fees set forth in the Order Schedule. In addition, Ad Astra may provide additional products and services to Client pursuant to a written Addendum executed by the parties, subject to the fees set forth in such Addendum.

- c) **Suspension or Termination.** Ad Astra may, in its sole and absolute discretion and without notice, immediately suspend or terminate Client’s or any end user’s right to use or receive the Software Services and the Support Services hereunder for failure to comply with Ad Astra’s policies and/or the terms set forth herein.

2) Acceptance of Software Services and Support Services.

All of the Software Services and the Support Services provided and/or performed hereunder will be deemed to be accepted by Client, unless Client reports to Ad Astra all deficiencies in any such services within ten (10) days after receipt of such services performed.

3) Connectivity.

Ad Astra’s objective is to make the Software Services available twenty-four hours a day, seven days a week. In the event that Client’s access to the Software Services becomes unavailable due to connectivity issues, Client shall immediately notify Ad Astra by logging a case to the Ad Astra portal in accordance with Ad Astra’s written policies. Customer support hours are Monday through Friday from 7:00 am to 6:00 pm (cst). Ad Astra’s policy is to respond within two business hours of receiving the case. Unless Client’s access to the Software Services is unavailable for reasons beyond Ad Astra’s control or as a result of routine maintenance, Ad Astra strives to resolve and restore access within eight business hours.

- 4) **Outsourced Services.** Client acknowledges that Ad Astra may contract with a third-party provider (the “Hosting Provider”) to provide the Hosting Services. All third-party Hosting Providers will be required to maintain currency and compliance with SOC2 audits and ISO certificates.
- 5) **Ad Astra Hosted Test Environment.** Ad Astra will provide a test environment that will be configured similar to the Client's production environment hosted by or on behalf of Ad Astra (the “Astra Cloud”) only for user acceptance testing of new versions. Test Environments are available upon request via a logged case and require five (5) working days of advance notice. The test environment will be decommissioned after the end date associated with the environment request case or 3 weeks from environment availability, whichever occurs first.
- 6) **Acceptable Use.** In addition to the limitations and restrictions provided in Ad Astra’s written hosting policies or other documentation, Client agrees that its usage of all infrastructure hardware and software provided by or on behalf of Ad Astra is for the express use of running the Software.
 - a) Client shall not, and shall not permit anyone to:
 - (i) copy or republish the Software Services or Software, (ii) make the Software Services available to any person other than authorized end users, (iii) use or access the Software Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the Software Services or documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the Software Services or in the documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Software Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the Software Services or use the documentation in order to build a similar product or competitive product.
 - b) No infrastructure or Ad Astra application software is available for redistribution to any other location outside of the Astra Cloud™.
 - c) No infrastructure hardware or Ad Astra application software is available for rental to any other location outside of the Astra Cloud™.
 - d) Ad Astra has no responsibility to protect the Client’s network. It is the responsibility of Client to maintain restricted access to any and all environments the Software is utilized within. Client must ensure proper security is in place and when its users are accessing the software including maintaining strong passwords, employing proper firewalls, and other industry standard technological security best practices. If any unauthorized access or unauthorized communication of access information occurs within the Client environment, Client shall notify Ad Astra within 24 hours of either event, so that access security can be reset and an audit of possible damage can be executed.
 - e) Client acknowledges and agrees that Software, systems and data which are made available over the Internet are inherently insecure against motivated individuals, and Ad Astra has no obligation or liability to Client for any unauthorized access to Client Information provided that such unauthorized access to Client Information is not due to a breach of the Agreement or subsequent Addenda, or Ad Astra’s negligent or willful acts or omissions in respect to handling of Client Information.
- 7) **Scheduled Maintenance.** Client acknowledges and agrees that Ad Astra will, from time to time, need to perform routine maintenance or repair, and that during such periods of maintenance or repair, the Software Services may not be available for Client's use. Ad Astra's objective is to minimize the duration of any such unavailability and will, to the extent possible, endeavor to perform routine maintenance outside of normal business hours which typically will

be from 11:00 pm on Saturday to 11:00 pm on Sunday. Ad Astra, to the extent possible, will give Client at least twenty-four (24) hours advance notice of down-time for scheduled maintenance.

- a) *Upgrades and Enhancements.* Software retired by Ad Astra will not be utilized in connection with the Software Services or Support Services, and upgrades and enhancements are not available for such retired Software.
- b) *General Exclusions.* Ad Astra is not responsible for providing, or obligated to provide, Support Services under this Agreement: (a) in connection with any errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any error or defect in any configuration of the Software, which activities in any such case were undertaken by Client, knowingly or not; (b) in connection with any error if Ad Astra has previously provided corrections for such error which Customer fails to implement; (c) in connection with any errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Ad Astra), hardware or any system or networking utilized by Customer.
- c) *Excluded Software.* This Agreement does not govern, and Ad Astra shall not be responsible for, the maintenance or support of any software other than the Software that may be accessed and used by Client in connection with the Software Services.

8) **Client Hosted Data.** Client provides Ad Astra with Client Data and Administrative Data. Client retains ownership of its data.

- a) *Client Data.* Client data is the information submitted into the Ad Astra Software when Client utilizes the Ad Astra Services or when Client receives customer support. Client Data may be submitted directly by Client or indirectly

through Ad Astra’s partners. The Software stores Data strictly on Client’s behalf in order to provide the application(s) and service(s) of Ad Astra’s contractual obligations to Client. Ad Astra’s employee’s access is restricted to Client Data to support, client services, and technical staff who provide Client support, technical troubleshooting, professional services, and system maintenance. Ad Astra uses Client data to provide services and to address customer support requests and technical problems. Ad Astra will use its reasonable efforts to maintain the confidentiality and security of students’ records in compliance with the Family Educational Rights and Privacy Act (“The Buckley Amendment” or “FERPA”).

- b) *Administrative Data.* Administrative Data is information Client provides during set-up, purchase or administration of Ad Astra Services. This includes company name, address, email and phone number, and individual users’ names, emails, phone numbers and account credentials. Ad Astra collects, stores, and uses Administrative Data to perform its contractual obligations to Client and/or for its legitimate business interests. Specifically, Ad Astra uses Administrative Data to provide Ad Astra Services to Client, administrate Client’s account, provide customer support and professional services, keep a record of Client dealings, notify Client of new product offerings and of changes, updates and availability of Ad Astra Services, understand Client experience using Ad Astra applications (for example, by sending surveys), conduct research, improve the Ad Astra services, plan and host events, contact Client with marketing communications, and identify and prevent fraud.
- c) Client’s data hosted by or on behalf of Ad Astra in connection with this Agreement may be de-identified to produce a database instance (the “De-Identified Astra Database Instance”). The de-identification process removes or obfuscates all personally identifiable information and makes every reasonable attempt to anonymize all client identifiable information including but not limited

to institution name, campus names, department names, etc. The De-Identified Astra Database Instance may be exported from the Astra Cloud to another Ad Astra data center and used by Ad Astra for quality assurance, product and service improvements, research, and/or demonstration purposes.

- d) Client agrees to provide Ad Astra with a world-wide, royalty-free license to use Client data in accordance with section 8(c) and for purposes necessary to fulfill the services procured herein.
- e) *Backup and Retrieval.* Ad Astra's Hosting Provider will perform full and incremental backups and provide recovery processes in accordance with Ad Astra's Hosting Policies and Procedures.

9) **Client's Obligations.**

- a) *Use of Software Services and Support Services.* The Software Services and the Support Services must be used only for Client's own internal business purposes. Client must not (i) permit any third party to use the Software Services or Support Services, (ii) use the Software Services or Support Services in the operation of any business other than Client's own business, (iii) allow unauthorized access to the Software Services or Support Services, (iv) make any copies of application Software or 3rd party infrastructure software such as operating system software or database software or (v) alter or modify the Software in any manner without Ad Astra's prior written consent. It is the responsibility of Client to maintain restricted access to any infrastructure hardware environments. If any unauthorized access or unauthorized communication of access information occurs within the Client environment, Client shall notify Ad Astra within 24 hours of either event, so that access security can be reset, and an audit of possible damage can be executed.
- b) *Trade Secret and Copyright Notices.* Client will reproduce and incorporate Ad Astra's trade

secret or copyright notice in any copies, modifications or partial copies, which will include, but not be limited to, the following: "This document produced pursuant to Subscription Agreement No. 23585 with the Licensor and owner, Ad Astra Information Systems, LLC All rights reserved."

- c) *Cooperation.* Client must cooperate with Ad Astra in the performance of its obligations hereunder.
- d) *Compliance with Laws.* Client shall comply with all applicable local, state, federal and foreign laws in connection with its use of the Software Services, include those laws related to data privacy and the transmission of technical or personal data. Client acknowledges that Ad Astra exercise no control over the content of the information transmitted by Client or end users through the Software Services. Client shall not upload, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

10) **Fees and Payment.**

- a) *Fees Due upon Contract Execution.* Client must pay to Ad Astra the fees as set forth in the Order Schedule and Exhibit A as invoiced by Ad Astra, **Net 30**, according to the schedule set forth therein. Client acknowledges and agrees that, when this Agreement is signed by both parties, the parties will treat this Agreement as Customer's written purchase order for the matters described in the Order Schedule and Exhibit A, and Ad Astra's acceptance of such purchase order.
- b) *Annual Subscription Fees.* Beginning on the first anniversary of the Effective Date, Client must pay to Ad Astra the annual subscription fees (the "Subscription Fees") as set forth in the Order Schedule and invoiced by Ad Astra each year for access to the Software Services and Support Services. Subscription Fees include access to Ad Astra's technical support team and standard releases of the licensed product. Client

understands that all payments shall be sent to the attention of “Finance Department,” or other such person or department as specified by Ad Astra. In the event any invoice contains a billing error which is discovered by Ad Astra, Ad Astra may issue a new invoice to correct the error. After the Initial Term of this Agreement, as outlined in Section 12 (a), from time to time the Subscription Fees may be subject to an increase from the then effective amount as determined by Ad Astra. Ad Astra will notify Client of the amount of any such increase at least forty-five (45) days prior to the effective date of such increase.

- c) *Invoices, Payment and Delinquent Amounts.* Ad Astra will submit invoices to Client for all amounts due. Payment of each invoice will be due, without deduction or setoff, **Net 30**. Any payment received more than thirty (30) days after the due date of the relevant invoice, except for those properly disputed in accordance with Section 10(d) will be subject to a penalty interest at the rate of 3% per month or the maximum legal rate, whichever is lower, from the date of the invoice through the date payment is received, to be charged at the sole discretion of Ad Astra. Issuance, receipt, notation or any requirement of a purchase order, or the lack thereof respectively, shall not override the responsibility of the Client to pay as directed according to the terms herein.
- d) *Resolution of Invoice Disputes:* If, prior to the due date for payment under any invoice, Client notifies Ad Astra in writing that it disputes all or any portion of an amount invoiced, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of Ad Astra’s receipt of the notice. If any amount remains disputed in good faith after such thirty-day period, either party may escalate the disputed items to the parties’ respective executive management to attempt to resolve the dispute. If the parties’ executive managers are unable to resolve the dispute within a reasonable period of time, either party

thereafter may seek resolution of the dispute through mediation as outlined in Section 20(m).

- e) *Ad Astra’s Right to Suspend Access and Services.* If in any case Client does not remit payment to Ad Astra within thirty (30) days after Ad Astra’s written demand for such amounts and the amount in question is not the subject of a bona fide dispute, except for those properly disputed in accordance with Section 10(d) then, in addition to preserving all of Ad Astra’s other rights and remedies, Ad Astra reserves the right, in its sole discretion and without further notice to Client, to suspend all access to the Software Services and Support Services, including, but not limited to, the delivery of any implementation, upgrades or enhancements, on-site and/or remote training, and any other services schedule to be delivered until the payment delinquency has been cured and all past due amounts and late fees have been paid in full. If service is suspended, Client will be responsible to pay a service reinstatement fee of five 5% of all fees as invoiced; the reinstatement fee shall be paid in full in advance of service being reinstated with all other past due amounts thus making the account current and in good standing.
- f) *Campus Acquisitions.* If Client completes a material acquisition of new campuses, this Agreement will be amended for licensing of said new campuses. Fees will be negotiated at time of request for license expansion.
- g) *Enrollment Increase.* An enrollment increase in excess of 20% from the Effective Date of this Agreement or from the last reported enrollment increase must be reported to Ad Astra in writing. In such case, a proportional increase from the base Subscription Fee will be applied to the new Subscription Fee.
- h) *Taxes.* Client is responsible for reporting and paying all applicable sales and use or other taxes, impositions or charges with respect to any and all fees. If Client is exempt from taxes, a copy of a valid tax exemption certificate must be provided to Ad Astra. Client will indemnify,

defend, and hold harmless Ad Astra from and against all claims arising out of or resulting from Ad Astra’s failure or alleged failure to pay taxes due.

11) Term, Termination and Effect of Termination.

- a) *Term and Termination.* Unless earlier terminated as provided herein, the term shall be in accordance with the Order Schedule.
- b) Ad Astra may terminate the Term or any Renewal Term for cause immediately upon written notice to Client if (i) Client fails to pay any amount when due as provided in this Agreement; or (ii) Client defaults in the performance of its obligations under this Agreement in any other manner and such default is not or cannot be remedied within thirty (30) days after notice thereof by Ad Astra.
- c) *Effect of Termination.* Upon valid termination of this Agreement, pursuant to any cause whatsoever, Client must immediately pay to Ad Astra all monies due for the remainder of the then current term and must deliver to Ad Astra all materials and documents pertaining to the Software Services and the Support Services, all of which are the sole and exclusive property of Ad Astra. Upon such termination all licenses, access, authorities, rights and privileges granted hereunder will terminate automatically and immediately, and Client must cease to use, as hereinbefore provided, any Intellectual Property of Ad Astra. Upon expiration or termination of this Agreement, Ad Astra will work with Client in good faith to transition a copy of the Client Data to Client.

12) Intellectual Property Rights.

- a) *Definition.* The term “Intellectual Property” means Ad Astra’s rights to, interest in, and ownership of (iv) the Software (and any other software made available for Client to access and use pursuant to this Agreement, including any Addendum), the Software Services and the Support Services, including all modifications, improvements, upgrades, derivative works and

feedback related thereto, (v) source codes, object code, computer software, software design, data and documentation related to the Software (and any other software made available for Client to access and use pursuant to this Agreement, including any Addendum), the Software Services and the Support Services, (vi) trademarks, service marks, logos, trade names, and company names and registrations and applications for registration thereof, (vii) copyrights and registrations and applications for registration thereof, (viii) patents, patent applications and improvements thereto, (ix) trade secrets and confidential business information, know-how, and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial, marketing and business data, pricing cost information, business and marketing plans, and customer and supplier lists and information, and (x) other proprietary rights.

- b) *Ad Astra’s Rights.* Subject to the limited licenses granted herein, Ad Astra retains all right, title and interest in and to the Intellectual Property. Nothing in this Agreement will be interpreted so as to provide Client with any rights, interest in, or ownership of the Intellectual Property, and Client agrees to assign all right, title and interest it may have in the foregoing to Ad Astra. Client acknowledges the proprietary rights of Ad Astra in the Intellectual Property; and admits the validity of the Intellectual Property and further agrees that it will not contest, directly or indirectly, such Intellectual Property rights or the validity of such Intellectual Property rights, nor aid others in doing so. Client acknowledges and agrees that, with respect to Ad Astra’s end users generally, Ad Astra has the right, at any time, to change the specifications and operating characteristics of the Software Services and Ad Astra’s policies respecting upgrades and enhancements (including, but not limited to its release process). THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

c) *Intellectual Property Infringement.* If a third party makes a claim against Client asserting that the Software Services infringe any patent, copyright or trademark, or misappropriate any trade secret, (an "IP Claim"), provided Client is not in default under this Agreement, Ad Astra will defend, at its sole authority and expense, and indemnify Client against any losses, damages, and expenses finally awarded against Client or agreed to in a written settlement agreement signed by Ad Astra, to the extent arising out of such IP Claim. Ad Astra's obligations under this Section are expressly conditioned upon receipt by Ad Astra of prompt written notice of any such IP Claim and Client's full cooperation with Ad Astra in the defense of any such IP Claim. In the event that Client's use of any Software Services is enjoined or restrained by court order based on an IP Claim or if, in Ad Astra 's opinion, the Software is likely to become the subject of an IP Claim, Ad Astra will, at its expense and at its option:

- i) procure for Client the right to continue using the infringing Software;
- ii) replace or modify the infringing Software so that it becomes non-infringing, but only if the modifications or replacement does not materially adversely affect the use of the Software; or
- iii) if neither (i) nor (ii) above is practical, terminate this Agreement, in which case Ad Astra will provide a prorated refund of any prepaid fees for the remainder of the annual period. The indemnification provisions contained in this Section shall not apply to any infringement occasioned by modification by any party other than Ad Astra, or its authorized agents, of any Software or any combination of or integration of the Software with any device or software added by any party other than Ad Astra or its authorized agents. This Section contains Client's sole and exclusive

remedy for patent, copyright, trade secret, or other proprietary right infringement.

13) Warranty; Disclaimer of Warranties; Limited Liability.

- a) Ad Astra hereby warrants to Client that the Software Services will perform substantially in accordance with Ad Astra's written documentation (not, however, that the Software Services are error-free, since all software contains some programming errors) provided that this warranty does not apply to performance problems caused by (i) events beyond Ad Astra's reasonable control, including vandalism, civil disturbance, fire, flood, storm, or other exposures to the elements or to temperature extremes; (ii) unavailability or malfunctioning of telecommunication services; (iii) tampering, failure of electric power, abuse, or misuse; (iv) operator mistakes; (v) equipment, software, or other items (whether or not included within the Software) not developed, manufactured, created, or produced by Ad Astra; (vi) a failure to comply with Ad Astra's written policies or documentation or this Agreement or to use the Software Services in accordance with their intended purpose; (vii) modifications of the Software not performed by Ad Astra or its authorized representatives; (viii) combinations or integrations of the Software with devices or software not provided by Ad Astra or its authorized representatives; or (ix) Client's use of the Software Services as part of an invention by Client or as part of a new configuration, which, in either case, includes materials or methods not supplied or approved by Ad Astra.
- b) In the event of any failure of equipment, software, or other items, if the software, equipment, or other item was developed, manufactured, created, or produced by third parties, Ad Astra will use reasonable business efforts to assign to Client any and all of Ad Astra's warranty rights against such third parties; provided, however, that Ad Astra shall have no

further obligations with respect to such third party equipment, software, or other items.

- c) EXCEPT AS STATED IN SECTION 1(A), AD ASTRA HEREBY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SOFTWARE SERVICES AND ANY OTHER SERVICES PROVIDED BY AD ASTRA UNDER THIS AGREEMENT, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT AD ASTRA KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING, INCLUDING ANY WARRANTY THAT (A) THE SOFTWARE SERVICES WILL BE ERROR-FREE; OR (B) THE QUALITY OF THE SOFTWARE SERVICES WILL MEET CLIENT'S EXPECTATIONS OR REQUIREMENTS. EXCEPT AS STATED IN SECTION 14(A), THE SOFTWARE SERVICES AND ANY OTHER SERVICES PROVIDED BY AD ASTRA UNDER THIS AGREEMENT ARE BEING PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY OR ACCURACY THEREOF IS WITH CLIENT.
- d) Except as set forth in Section 13(c), Client's exclusive remedy for any cause of action arising out of this Agreement shall be for Ad Astra to use reasonable business efforts to provide or restore Client's access to the Software Services. Client acknowledges, understands, and agrees that Ad Astra will not be liable for any indirect, incidental, punitive, special, loss of data, data recovery or reconstruction, resulting delays, service interruption, business interruption, loss of privacy, loss of profits, lost savings, expenses, costs of substitute software, work products or services, or losses resulting from erasure, damage, destruction or other loss of files, data or programs or the cost of recovering such information, even if such party has been advised

of the possibility of such damages, losses expenses or costs or consequential damages arising out of or related to this Agreement or the Software Services or the Support Services provided hereunder, whether such damages are alleged as a result of tortious conduct, breach of contract or otherwise, even if Ad Astra has been advised of the possibility of such damages. Client acknowledges, understands, and agrees that the maximum total liability of Ad Astra under this Agreement will not exceed two (2) times the fees received by Ad Astra under this Agreement during the twelve (12) month period immediately preceding the occurrence of the event giving rise to such liability.

- 14) **Indemnification.** Each Party will indemnify, defend, and hold the other Party, including its affiliates, managers, officers, employees, agents, successors and assigns, harmless from and against any and all claims, actions, causes of action, orders, arbitrations, proceedings, losses, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and costs) arising, directly or indirectly, from or in connection with: (a) any breach of this Agreement by the non-indemnifying Party or any of its affiliates, employees or agents; (b) any violation of the rights of another by the non-indemnifying Party or any of its affiliates, employees or agents; or (c) any negligent or intentional acts or omissions by the non-indemnifying Party or any of its affiliates, employees or agents. This Section will survive the termination of this Agreement.
- 15) **Force Majeure.** Except for the obligation to make payments hereunder, neither party shall be liable for any failure or delay in its performance due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, terrorism, sabotage, labor shortage or dispute, governmental act, criminal conduct, computer hacking or failure of the Internet, provided that the delayed party (a) gives the other party prompt notice of such cause, (b) uses its reasonable commercial efforts to promptly correct such failure of delay in performance. If Ad Astra is unable to provide the contracted software and service as outlined in Exhibit A for a period of sixty

(60) consecutive days due to a continuing force majeure event, Client may terminate this Agreement.

16) **Confidentiality.** To the extent allowable by local state sunshine laws, the parties have entered into a Mutual Nondisclosure Agreement effective as of the Effective Date of this Agreement, the terms of which are incorporated herein by reference. See Attachment A.

17) **Media Release.** Client hereby gives and grants permission unto Ad Astra to publicize non-confidential information about Client in print or electronic forms of public relations, training, or marketing productions. The information and images may be used for any purpose without limitation or reservation, in such manner as determined by Ad Astra.

18) **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered, sent by electronic mail (e-mail), reputable overnight delivery service or registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth above. Notices delivered personally shall be effective upon delivery. Notices delivered by overnight courier shall be effective when received. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, whichever is earlier. Either party may change its address for purposes of this Agreement by providing notice of such change to the other party at the address for such party set forth above.

Client shall maintain an up-to-date contact for both billing and technical maintenance notices with Ad Astra. In the event of a change, Client shall notify Ad Astra as outlined in this section.

Client Maintenance Contact	Name:
	Phone:
	Email:

19) **General.**

a) *Entire Agreement and Amendment.* This Agreement cancels and supersedes all previous agreements, written or oral, between the parties hereto relating to the subject matter hereof and, together with all exhibits and addendums referred to herein, constitutes the entire agreement between the parties hereto, and there are no understandings, representations or warranties expressed or implied not specifically set forth herein. This Agreement may be amended only by a writing executed by the party against which such amendment is sought to be enforced. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Client and Ad Astra specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Client to Ad Astra are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This Agreement will prevail over any conflicting stipulations contained or referenced in any other document.

b) *Controlling Law.* This Agreement is governed by and will be construed and interpreted in all respects in accordance with the laws of the State of California (without application of principles of conflicts of law). The parties hereto agree that any claim or cause of action between the parties arising out of or in connection with this Agreement will have exclusive jurisdiction and venue in state court the County of Orange, California.

Client Billing Contact	Name:
	Phone:
	Email:

- c) *Counterparts.* This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.
- d) *Waiver.* The failure of either party to require performance by the other party of any provision hereof, or to enforce any remedies it may have against the other party, will in no way affect the right thereafter to enforce this Agreement and require full performance by the other party. The waiver by either party of any breach of any provision of this Agreement will not constitute a waiver of any succeeding breach of that provision or of any other provision.
- e) *Severability.* If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby and will be enforced to the greatest extent permitted by law, but only as long as the continued validity, legality and enforceability of such provision or application does not materially alter the terms of this Agreement or diminish the benefits or burdens of this Agreement.
- f) *Assignment and Successors.* This Agreement may not in whole or in part be assigned, voluntarily or by operation of law, or otherwise transferred to others by Client without the written consent of Ad Astra. Any purported assignment by Client in violation of this Section will be null and void. This Agreement is binding upon the parties hereto, and their successors and permitted assigns.
- g) *Independent Contractor.* The parties are independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Under no circumstances will either party be considered to be an agent, employee, partner or representative of the other party or otherwise attempt to bind the other party.
- h) *Other Entities.* Other local, governmental and private entities within the state of CA who wish to participate under the same terms and conditions contained in this document may do so subject to Ad Astra's permission. Each entity wishing to participate must sign an addendum to this contract stating payment terms and conditions specific to that entity. If such participation is desired by an eligible entity all purchase orders will be shipped directly from and products and services will be shipped directly to that entity.
- i) *Upgrades.* Client may upgrade product or services provided by Ad Astra under the terms and conditions contained herein. Any special terms and conditions related to payment for upgrades and additional services will be noted in an attached addendum.
- j) *Interpretation.* The headings, section titles and captions used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.
- k) *Onsite visits:* For services that include onsite visits, Ad Astra will coordinate scheduling with Client in advance. In the event of cancellation by Client, ten (10) business days' advance written notice must be provided. If proper notice is not provided, a \$500 cancellation fee shall be charged to the Client. There shall be a fee exception for cancellations made with less than ten (10) business day's written notice in the event the cancellation is made to protect the health and safety of Ad Astra associates (i.e. extreme weather event, campus emergency, or any other event that would cause the location to be shut down or inaccessible). Client will be responsible for and shall ensure that while Ad Astra employees, agents or subcontractors are

on Client's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

- l) *Conditions for Strategic Scheduling Checkup or Other Metrics Analysis.* If Client is procuring consulting or product services that result in analysis of metrics defined by Ad Astra, Client agrees that Ad Astra may incorporate quantitative, analytic measures of Client's data obtained through product or service offerings for benchmarking and comparative analytics. Such use of Client's data will not disclose Client's identity.
- m) *Mediation:* If a dispute arises out of or relates to this Agreement, or the breach hereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.
- n) *Addendums and Signed Quotes.* If Client chooses to procure additional services, those will be incorporated into this Agreement by way of one or more Addendums. Any subsequently added Addendum will be subject to the terms and conditions of this Agreement. Client and Ad Astra agree that if Client signs a quote to procure additional services during the term of this Agreement or during any renewal term of this Agreement, the terms and conditions contained herein shall control unless otherwise modified on the quote proposal and signed by both parties. This Agreement will be the controlling document over any terms attached to purchase orders related to the services sold herein and/or in the event of a discrepancy of terms.
- o) *Document Precedence:* In cases of conflict between or among the terms, attachments, addenda or exhibits, the order of precedence shall be as follows: 1) Order Schedule; 2) Exhibit D; 3) Exhibit A-C; 4) Ad Astra General Terms and Conditions; 5) Mutual Non-Disclosure; and 6) any other attachments, amendments and addenda mutually signed by both parties.
- p) *Right to Remedies and Cumulation of Rights:* No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Contract, now or in the future existing at law or in equity or by statute or otherwise.
- q) *Implementation.* Both parties understand a mutually agreed upon schedule must be established in writing prior to implementation. If any delays occur solely as a result of any incorrect information, incorrect assumption or failure of Client to perform or fulfill its obligations, the performance schedule for the applicable project may be extended. Ad Astra shall have no liability or responsibility for any costs or expenses resulting from such delays. All activity and personnel will be accepted when the contract is fully executed. Ad Astra reserves the right to suspend any and all implementation and services should payment not be received on time, regardless of University's internal procurement and/or payment processes, until such time as full payment is received including any applicable late fees and/or change orders. In the event implementation is suspended due to non-payment, Ad Astra shall have no responsibility or liability for schedule delays or additional costs incurred with stopping, restarting, or reallocation of resources on the part of the Client. Implementation fees are non-refundable.
- r) *Expenses.* Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.
- s) *Audit Rights.* Upon reasonable notice to Customer, Ad Astra shall be permitted access to audit Customer's use of the Software solely in order to determine Customer's compliance with

the use of the software and pricing terms this Agreement. Customer shall reasonably cooperate with Ad Astra with respect to its performance of such audit. Customer acknowledges and agrees that Customer is prohibited from publishing the results of any benchmark test using the Software to any third party without Ad Astra's prior written approval.

- t) *Valid Signatures.* Each party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies. The individual executing this Agreement warrants s/he has the authority to bind Client/Ad Astra, as the case may be, to the obligations created herein and that s/he is the representative of the party for which s/he signs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first set forth below.

AD ASTRA INFORMATION SYSTEMS, LLC

By: _____

Name & Title: _____

Date: _____

Rancho Santiago Community College District

By: _____

Name & Title: _____

Date: _____

Attachment A**Mutual Non-Disclosure Agreement**

THIS AGREEMENT (this “Agreement”) is effective as of the last date shown in the signature block hereto, by and between AD ASTRA INFORMATION SYSTEMS, LLC (“Ad Astra”), and Rancho Santiago Community College District, a (“Client”). Ad Astra and Client are referred to herein as the “parties.”

WHEREAS, the parties are evaluating the possibility of entering into an Agreement in the form attached hereto (the “Ad Astra Subscription Agreement”) or any other business arrangements as contemplated by the parties;

WHEREAS, Ad Astra and/or Client, in the course of such discussions, may consider it appropriate to disclose Confidential Information (as defined below) to the other;

WHEREAS, the parties recognize that such Confidential Information and trade secrets are of great value to the owner thereof and that their disclosure of use by the other party would impair the owner’s ability to compete effectively or would otherwise cause irreparable harm to their owner.

NOW THEREFORE, in consideration of the mutual promises, covenants and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Definition.** For purposes of the Agreement, the term “Confidential Information” means all information and know-how (whether or not patentable or copyrighted) owned, possessed or used by one party hereto (the “Owner”) that the other party (the “Recipient”) gains or has gained access by virtue of the parties’ relationship, in each case prior to or after the execution of the Agreement, including, without

limitation, any proposal, marketing or business plan, invention, product, formula, method, technique, composition, compound, project, development, plan, vendor information, customer data, financial data, technical data, know-how, computer program, software, software documentation, hardware design, technology, forecast, unpublished financial statement, budget, license, price, cost and personal data; provided, however, that Confidential Information does not include information which (a) is or becomes available to the public other than as a result of disclosure by the Recipient or its employees in violation of this Agreement; (b) was known to the Recipient prior to the Recipient’s receiving the same pursuant to this Agreement and not otherwise restricted by contract or law; or (c) becomes available to the Recipient on a non-confidential basis from a third person or source not restricted by contract or law regarding such information. Confidential Information of Ad Astra includes non-public information regarding features, functionality and performance of the Software Services and the Support Services.

2. **Use.** The Recipient may use the Owner’s Confidential Information only for evaluating and performing the Subscription Agreement and any other business arrangements between the parties as contemplated by this Agreement, and for no other purposes whatsoever. Without limiting the foregoing, neither the Recipient nor any of its affiliates, principals, agents or employees will directly or indirectly use the Owner’s Confidential Information in the design, development, production, marketing, sale or use of products or services competitive with those of the Owner.

3. **Disclosure.** Without the Owner’s prior written consent, neither the Recipient nor any of its affiliates, principals, agents or employees will disclose the Owner’s Confidential Information to any other party (whether or not such other party is a business or entity affiliated with the Recipient); provided, however, that any of such information may be disclosed to employees of the Recipient who need to know such information for the purposes of evaluating and performing the License and Services Agreement or any other business arrangements between the parties as contemplated by this Agreement. Ad Astra will use its reasonable efforts to maintain the confidentiality and security of students’ records in compliance with the Family Educational Rights and Privacy Act (“The Buckley Amendment” or “FERPA”).

4. **Notice of Breach.** Each party will promptly notify the other party of any breach of this Agreement committed by such other party or any of its affiliates, principals, agents or employees.

5. **Return of Materials.** Upon written request by the Owner, the Recipient will return to the Owner all written material in any form whatsoever which contains the Owner’s Confidential Information, including all internal notes, memoranda, and all copies, extracts or other reproductions thereof; provided, however, that Recipient may retain an archival copy to be used only in case of a dispute concerning this Agreement, and such copies as may be produced as part of each party’s regular back-up procedures and copies required to be retained by applicable law, regulation, or industry best practice.

6. **No Licenses.** Nothing in the Agreement will be construed as granting or conferring upon the Recipient any rights by license or otherwise, expressly, implied or otherwise for any product, service, invention, discovery or improvement arising out of the Confidential Information supplied by the Owner pursuant to this Agreement.

7. **Injunctive Relief.** The parties expressly acknowledge that damages alone may be an inadequate remedy for any breach or violation of the provisions of this Agreement in view of the difficulties of placing a monetary value on the Confidential Information, and each party will be entitled to seek a preliminary and final injunction to prevent any breach or further breach of this Agreement or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy such party may have under the License and Services Agreement, at law or in equity.

8. **Ownership.** As between the parties, nothing in this Agreement will be construed to grant to the Recipient any rights to, ownership of, or other proprietary interest in the Confidential Information. The Recipient does not acquire any title, ownership, or other intellectual property right or license in the Confidential Information, or any idea or concept discussed by the parties. Nothing in this Agreement will be construed as creating any obligation, express or implied, of the parties to enter into a contract or business relationship with one another.

9. **Required Disclosure.** If the Recipient is requested or required, in connection with any judicial or administrative process, or order of any legal or governmental authority or by any law, regulation, or in accordance with applicable professional standards, or similar proceeding or governmental investigation, to disclose any Confidential Information, the Recipient must promptly provide the Owner with written notice of the request or requirement so that the Owner may seek appropriate protective orders or legal remedies and must reasonably cooperate with the Owner in connection with obtaining such protective orders or legal remedies. If such protective orders or other legal remedies are not obtained, or if the Owner consents in writing, the Recipient may furnish only that portion of the Confidential Information which, in the opinion of the Recipient’s counsel, it is required to disclose and will use

its reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

10. **Term.** This Agreement will continue in full force and effect (a) until the later of (i) three (3) years from the date hereof, or (ii) if the parties' execute a Subscription and Services Agreement or any other agreement between the parties, for five (5) years after the termination of such agreement; and (b) in the case of any Confidential Information that constitutes a trade secret within the meaning of applicable law, in perpetuity.

11. **Assignment.** Client will not assign, transfer or delegate any of its rights or obligations hereunder (including, without limitation, interests or claims relating to this Agreement) under this Agreement without the prior written consent of Ad Astra. Any purported assignment by Client in violation of this section will be null and void.

12. **Miscellaneous.** This Agreement is binding on the parties and their respective affiliates, subsidiaries, successors and assigns. This Agreement constitutes the complete agreement between the parties and supersedes all prior agreements, oral or written, and any other communication relating to the subject matter of the Agreement. This Agreement may not be amended or modified except in writing and will be governed by the laws of the State of California (without regard to conflicts of law principles). If any provision or portion of any provision of this Agreement is determined to be void, invalid or unenforceable for any reason, the validity and enforceability of the remaining provisions or portions of provisions will not be affected. This Agreement may be executed in counterparts, each of which will be deemed an original. All Section titles or captions contained in this Agreement are for convenience only and should not be deemed part of the context of this Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

February 3, 2020

MANAGEMENT

New Appointment

Greiner, Anna C.
Deputy Sector Navigator, Business &
Entrepreneurship Sector
Career Education
Academic Affairs
Santa Ana College

Effective: January 13, 2020
Salary Placement: I-7 \$116,563.41/Year
(Requisition #CL19-1350)

Stowers, Deon
Custodian Supervisor
Physical Plant & Facilities
Administrative Services
Santa Ana College

Effective: January 6, 2020
Salary Placement: O-3 + 7.5%GY \$77,220.60/Year
(Requisition #CL19-1321)

FACULTY

Spring 2020 Step Increases for FARSCCD Part-time Faculty Hourly Rates/Attachment #1

Spring 2020 Step Increases for FARSCCD Full-time Faculty Beyond Contract Rates

Barrios, Andrew
Assistant Professor, Biology
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: February 3, 2020
From: II-4 \$67.15/Lecture Hour
To: II-5 \$70.50/Lecture Hour

Castellanos, Ralph
Assistant Professor, Communication Studies
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: February 3, 2020
From: II-4 \$67.15/Lecture Hour
To: II-5 \$70.50/Lecture Hour

Ratification of Resignation/Retirement

Montes, Agustin
Professor, Economics
Humanities & Social Sciences Division
Santa Ana College

Effective: June 9, 2020 (Last Day)
Reason: Retirement

FACULTY (CONT'D)

Additional 2019/2020 Contract Extension Days

Stevens, Hayley
Assistant Professor, Physical Fitness/Wellness
Criminal Justice Academies
Human Services & Technology Division
Santa Ana College

Effective: July 1, 2019 – June 30, 2020
From: 14 Contract Extension Days
To: 24 Contract Extension Days
Contract Extension Rate: \$382.83/Day

Leave of Absence

Castaneda, Veronica
Instructor, Vocational/Business Skills
Continuing Education Division (CEC)
Santa Ana College

Effective: December 11, 2019 – April 2, 2020
Reason: Maternity

McMillan, Jeffrey
Professor, Chemistry
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: February 3 – June 6, 2020
Reason: Partial Banking Leave/Withdrawing 6.0 LHE

Null, Christopher
Instructor, History
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: March 28 – May 2, 2020
Reason: Parental Leave

Column Change

Damon, Susan B.
Instructor, Business/Management
Business Division
Santa Ana College

Effective: February 20, 2020
From: III-4 \$74.03/\$37.01
To: IV-4 \$77.73/\$38.86

Fernandez, Alicia S.
Instructor, Child Development
Business & Career Technical Education Division
Santiago Canyon College

Effective: January 13, 2020
From: II-3 \$63.96
To: III-3 \$67.15

Geragotelis, Andrew
Instructor, Chemistry
Science, Math & Health Sciences Division
Santa Ana College

Effective: February 10, 2020
From: I-4 \$63.96/\$57.56
To: IV-4 \$74.03/\$66.63

FACULTY (CONT'D)

Column Change (cont'd)

Kirby, Brendon K. Effective: February 10, 2020
Instructor, Welding Technology From: I-3 \$60.91/\$54.82
Human Services & Technology Division To: II-3 \$63.96/\$57.56
Santa Ana College

Manzano, Margaret Effective: February 10, 2020
Instructor, Business From: I-5 \$67.15/\$60.44
Business Division To: II-5 \$70.60/\$63.46
Santa Ana College

Null, Christopher R. Effective: February 20, 2020
Instructor, History From: III-5 \$74.03
Arts, Humanities & Social Sciences Division To: IV-5 \$77.73
Santiago Canyon College

Oyas, Charles S. Effective: January 13, 2020
Instructor, Vocational & Counselor From: II-4 \$54.53/\$46.34
Continuing Education Division (CEC) To: III-4 \$55.89/\$47.50
Santa Ana College

Sandoval-Truong, Michelle Effective: January 13, 2020
Instructor, Vocational & Coordinator From: I-6 \$55.89/\$42.20
Continuing Education Division (CEC) To: II-6 \$57.29/\$43.26
Santa Ana College

Sotelo, Sophie Effective: January 13, 2020
Instructor, ESL From: I-3 \$51.89
Continuing Education Division (OEC) To: II-3 \$53.19
Santa Ana College

CEFA Step Increase

Gonzales, Angie Effective: January 13, 2020
Instructor, Vocational/Medical Nursing Assistant From: I-3 \$51.89
Continuing Education Division (OEC) To: I-4 \$53.19
Santiago Canyon College

Part-time Hourly New Hires/Rehires

Ahad, Sally P. Effective: February 3, 2020
Instructor, Biology Hourly Lecture/Lab Rates: III-3 \$67.15/\$60.44
Science, Math & Health Sciences Division
Santa Ana College

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Allen, Jennifer A. Effective: February 3, 2020
Instructor, Clinical Nurse Hourly Lecture/Lab Rates: I-3 \$60.91/\$54.82
Science, Math & Health Sciences Division
Santa Ana College

Andrade, Monica A. Effective: January 14, 2020
Instructor, High School Subjects/Study Skills Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Chapman, Candace L. Effective: January 13, 2020
Instructor, High School Subjects/GED Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Chavez, Prudencio Effective: February 3, 2020
Instructor, Auto Technology Hourly Lecture/Lab Rates: I-3 \$60.91/\$54.82
Human Services & Technology Division
Santa Ana College

Cruz, Joel G. Effective: January 8, 2020
Counselor Hourly Counselor Rate: II-3 \$45.21
Continuing Education Division (CEC)
Santa Ana College

Dollar, Natalya V. Effective: January 9, 2020
Instructor, ESL Hourly Lecture Rate: \$53.19
Continuing Education Division (OEC)
Santiago Canyon College

Enamorado, Alexa G. Effective: February 3, 2020
Instructor, Counseling Hourly Lecture Rate: II-3 \$63.96
Counseling & Student Support Services Division Hourly Counselor Rate: II-3 \$54.36
Santiago Canyon College

Espinoza-Lopez, Rosalinda M. Effective: January 13, 2020
Instructor, High School Subjects/Bridge Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Fiallo, Carolina Effective: February 10, 2020
Instructor, Spanish Hourly Lecture Rate: II-3 \$63.96
Humanities & Social Sciences Division
Santa Ana College

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Garcia, Devon J.
Instructor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: February 10, 2020
Hourly Lecture Rate: II-3 \$63.96

Garcia, Stephani
Counselor
Continuing Education Division (CEC)
Santa Ana College

Effective: January 8, 2020
Hourly Counselor Rate: II-3 \$45.21

Goite, Ashlee S.
Instructor, Spanish
Humanities & Social Sciences Division
Santa Ana College

Effective: February 10, 2020
Hourly Lecture Rate: II-3 \$63.96

Gomez, Pablo
Instructor, High School Subjects/Math
Continuing Education Division (CEC)
Santa Ana College

Effective: January 21, 2020
Hourly Lecture Rate: II-3 \$53.19

Hernandez, Apolinar H.
Instructor, High School Subjects/Mathematics
Continuing Education Division (CEC)
Santa Ana College

Effective: February 3, 2020
Hourly Lecture Rate: II-3 \$53.19

Lachman, Macey W.
Counselor
Counseling & Student Support Services Division
Santiago Canyon College

Effective: February 20, 2020
Hourly Counselor Rate: II-3 \$54.36

Lee, Eric
Instructor, Criminal Justice/Firearms
Human Services & Technology Division
Santa Ana College

Effective: February 7, 2020
Hourly Lecture/Lab Rates: I-3 \$60.91/\$54.82

Leos, Nigel M.
Instructor, Counselor
Continuing Education Division (CEC)
Santa Ana College

Effective: January 8, 2020
Hourly Counselor Rate: II-3 \$45.21

Letourneau, Alexander D.
Instructor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: February 3, 2020
Hourly Lecture Rate: II-3 \$63.96

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Lucero, Darrick J. Effective: February 3, 2020
Instructor, Intercollegiate Athletics Hourly Lab Rate: I-3 \$54.82
Women's Head Volleyball Coach
Mathematics & Sciences Division
Santiago Canyon College

Maldonado, Marcela M. Effective: January 23, 2020
Trio Counselor Hourly Rate: III-3 \$57.08
Counseling & Student Support Services Division
Santiago Canyon College

McNamara, John E. Effective: February 3, 2020
Instructor, Geology/Earth Science Hourly Lecture Rate: II-3 \$63.96
Science, Math & Health Sciences Division
Santa Ana College

Moknat, Arya Effective: February 10, 2020
Instructor, Political Science Hourly Lecture Rate: IV-3 \$70.50
Art, Humanities & Social Sciences Division
Santiago Canyon College

Moussalli, Anthony P. Effective: January 6, 2020
Instructor, High School Subjects Hourly Lecture Rate: I-3 \$51.89
Continuing Education Division (CEC)
Santa Ana College

Ostrowski, Eric G. Effective: February 3, 2020
Instructor, Business Applications & Technology Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56
Business Division
Santa Ana College

Reonisto, Timothy A. Effective: January 6, 2020
Instructor, High School Subjects Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Riad Rezk, Leticia Effective: January 27, 2020
Instructor, Vocational/CNA Overview Hourly Lecture Rate: I-3 \$51.89
Continuing Education Division (OEC)
Santiago Canyon College

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Ruiz, Raul S. Effective: January 14, 2020
Instructor, Older Adults/Physical Fitness Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Rusch, Lori F. Effective: February 10, 2020
Instructor, Art Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56
Fine & Performing Arts Division
Santa Ana College

Sabzeh Parvar, Sadaf Effective: January 21, 2020
Instructor, High School Subjects/Math Hourly Lecture Rate: II-3 \$53.19
Continuing Education Division (CEC)
Santa Ana College

Salcedo, Margie A. Effective: January 13, 2020
Instructor, High School Subjects/Bridge Hourly Lecture Rate: II-4 \$54.53
Continuing Education Division (CEC)
Santa Ana College

Sambrano, Adalberto A. Effective: January 14, 2020
Instructor, High School Subjects/Math Hourly Lecture Rate: I-3 \$51.89
Continuing Education Division (CEC)
Santa Ana College

Schenk, Lauren M. Effective: February 10, 2020
Librarian Hourly Librarian Rate: \$54.36
Institutional Effectiveness & Library
& Learning Support Services Division
Santiago Canyon College

Skjonsby, Kristen N. Effective: February 3, 2020
Instructor, English Hourly Lecture Rate: IV-3 \$70.50
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Taibjee, Sukene F. Effective: February 10, 2020
Librarian Hourly Librarian Rate: \$54.36
Institutional Effectiveness & Library
& Learning Support Services Division
Santiago Canyon College

FACULTY (CONT'D)

Part-time Hourly New Hires/Rehires (cont'd)

Trahan Grissom, Letresse
Instructor, Child Development (equivalency)
Human Services & Technology Division
Santa Ana College
Effective: February 3, 2020
Hourly Lecture Rate: II-3 \$63.96

Truong, Vincent
Instructor, Criminal Justice/Arrest &
Control Techniques
Human Services & Technology Division
Santa Ana College
Effective: February 7, 2020
Hourly Lecture/Lab Rates: I-3 \$60.91/\$54.82

Vu, Minh T.
Instructor, Drafting Technology
Business Division
Santa Ana College
Effective: February 3, 2020
Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56

Vernon, Alexandra H.
Instructor, High School Subject/Bridge
Continuing Education Division (CEC)
Santa Ana College
Effective: January 6, 2020
Hourly Lecture Rate: II-3 \$53.19

Woo, Zun-Hin
Instructor, Music
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: February 10, 2020
Hourly Lecture/Lab Rates: IV-3 \$70.50/\$63.46

Non-paid Intern Service

Ceballos, Cynthia
Counseling Intern
Counseling
Santa Ana College
Effective: February 4 – June 30, 2020
College Affiliation: CSU, Fullerton
Major: Social Work

Davidson, Thaniel
Athletic Trainer Intern
Kinesiology, Health & Athletics Division
Santa Ana College
Effective: February 4 – June 30, 2020
College Affiliation: CSU, Long Beach
Major: Kinesiology

Magdaleno, Giselle
Counseling Intern
Counseling
Santa Ana College
Effective: February 3 – June 30, 2020
College Affiliation: CSU, Fullerton
Major: Social Work

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Miranda, Ashly
Human Services Intern
Extended Opportunities Programs & Services
Student Services
Santa Ana College

Effective: February 4 – June 30, 2020
College Affiliation: CSU, Dominguez Hills
Major: Human Services

Padilla Sanabria, Diego A.
Human Services Intern
Extended Opportunities Programs & Services
Student Services
Santa Ana College

Effective: February 4 – June 30, 2020
College Affiliation: CSU, Dominguez Hills
Major: Human Services

FARSCCD STEP INCREASES
 SPRING SEMESTER
 EFFECTIVE 02/03/2020

Attachment #1

LAST NAME	FIRST NAME	LOCATION	GRADE	NEW STEP	NEW LECTURE RATE
Alfaro	David	SAC	2	4	\$67.15
Allen	Michelle	SAC	2	5	\$70.50
Applegate	Elizabeth	SAC	2	5	\$70.50
Arroyo	Stephanie	SAC	2	4	\$67.15
Beach	Nancy	SCC	3	5	\$74.03
Bear	Bryan	SAC	1	4	\$63.96
Bugrov	Maksim	SAC	2	5	\$70.50
Butler	Timothy	SAC	1	5	\$67.15
Caldani	Patricia	SAC	2	5	\$70.50
Celestino	Rosa	SAC	4	4	\$74.03
Cox	Barbara	SCC	4	4	\$74.03
Cuen	David	SAC	2	4	\$67.15
Davenport	Darren	SAC	1	5	\$67.15
De la Torre-Reed	Lilian	SAC	2	5	\$70.50
Derr	Laura	SAC	2	5	\$70.50
Deusenberry	Janet	SAC	2	5	\$70.50
Duffield	Kari	SAC	2	4	\$67.15
Estrada-Romero	Joshua	SAC	2	5	\$70.50
Eshun	Oliver	SAC	4	4	\$74.03
Fuentes	Vilma	SAC	2	4	\$67.15
Fugate	Adam	SAC	1	5	\$67.15
Gamache	Diane	SAC	1	4	\$63.96
Garcia-Iris	Holly	SAC	2	4	\$67.15
Ghaffari	Ardeshir	SAC	4	5	\$77.73
Ghazalian	Agop	SCC	1	4	\$63.96
Girgis	Peter	SCC	1	4	\$63.96
Giroux	Brett	SAC	1	4	\$63.96
Gonzalez	Jasty	SCC	2	5	\$70.50
Gonzalez Santillan	Rocio	SAC	4	5	\$77.73
Goudchaux	Michael	SAC	1	4	\$63.96
Gregg	Holly	SAC	2	4	\$67.15
Halbout	Briac	SAC	4	4	\$74.03
Hall	John	SAC	1	5	\$67.15
Hamamura	Stacey	SCC	3	5	\$74.03
Hiatt	Courtney	SCC	2	5	\$70.50
Ho	Christopher	SCC	2	4	\$67.15
Hoffman	Laura	SCC	2	4	\$67.15
Hudson	Merry	SAC	1	5	\$67.15
Jones	Jay	SAC	1	4	\$63.96
Jones	Monik	SAC	2	4	\$67.15
Kass	Darcie	SCC	2	5	\$70.50
Kim	Jiyoung	SAC	4	4	\$74.03
King	Cheryl	SCC	2	5	\$70.50
Kumar	Annapurna	SAC	2	5	\$70.50
Lai	Hew	SAC	2	4	\$67.15
Lee	Chrissie	SAC	4	4	\$74.03

FARSCCD STEP INCREASES
 SPRING SEMESTER
 EFFECTIVE 02/03/2020

Attachment #1

LAST NAME	FIRST NAME	LOCATION	GRADE	NEW STEP	NEW LECTURE RATE
Lee	Francesca	SAC	2	5	\$70.50
Lomeli	Isaac	SAC	4	5	\$77.73
Lourenco	Elena	SAC	2	5	\$70.50
Luciano	Robert	SCC	1	5	\$67.15
Macafee	Lisa	SAC	2	4	\$67.15
Martin	Douglas	SAC	1	4	\$63.96
Maxwell	Thomas	SAC	1	5	\$67.15
Mittler	William	SAC	2	5	\$70.50
Moran	Maricela	SAC	2	5	\$70.50
Moreno	Adriana	SAC	4	4	\$74.03
Nellesen	Kyle	SCC	4	4	\$74.03
Nelson	Richard	SAC	1	5	\$67.15
Nguyen	Hanh	SCC	2	5	\$70.50
Nguyen	Linette	SAC	2	5	\$70.50
Nguyen	Tuyen	SAC	2	4	\$67.15
Ostash	Scott	SAC	1	4	\$63.96
Parker	Cynthia	SCC	2	4	\$67.15
Peterson	Denise	SAC	1	4	\$63.96
Pezeshkpour	Ali	SCC	2	4	\$67.15
Ramin	Kelly	SCC	4	4	\$74.03
Raneses	Michael	SCC	2	5	\$70.50
Robinson	Katy	SAC	1	5	\$67.15
Romo	Vincent	SAC	2	5	\$70.50
Saldana	Ivon	SCC	2	5	\$70.50
Sauber	David	SAC	4	4	\$74.03
Sheehan	Margie	SAC	1	5	\$67.15
Sifuentes	Michelle	SAC	2	4	\$67.15
Skaggs	Timothy	SAC	2	5	\$70.50
Solares	Elizabeth	SAC	4	5	\$77.73
Solorzano Uribe	Alejandra	SCC	2	4	\$67.15
Sordan	Melissa	SCC	2	4	\$67.15
Sosebee	Mark	SAC	1	5	\$67.15
Strong	Nayeli	SAC	1	4	\$63.96
Supple	Martin	SAC	1	4	\$63.96
Thomas	Rebekah	SAC	4	5	\$77.73
Thompson	Davis	SAC	4	4	\$74.03
Torrence	Kevin	SAC	1	4	\$63.96
Towner	Theresa	SCC	1	4	\$63.96
Uffelman	Taylor	SAC	2	4	\$67.15
Ursuy	Craig	SAC	2	4	\$67.15
Vandervis	Melinda	SCC	2	4	\$67.15
Vargas	Mario	SAC	4	4	\$74.03
Vargas	Rachelle	SAC	2	5	\$70.50
Villeda	Karina	SAC	2	4	\$67.15
Virzi	Susan	SAC	2	4	\$67.15
Wallace	Nathan	SCC	4	4	\$74.03

FARSCCD STEP INCREASES
SPRING SEMESTER
EFFECTIVE 02/03/2020

Attachment #1

LAST NAME	FIRST NAME	LOCATION	GRADE	NEW STEP	NEW LECTURE RATE
Wasserman	Jay	SAC	2	4	\$67.15
Wetrick	Amanda	SAC	2	5	\$70.50
Wiemann	Kurt	SCC	1	5	\$67.15
Wilson	Elaine	SAC	2	5	\$70.50
Zawawi	Salma	SCC	2	5	\$70.50

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
FEBRUARY 3, 2020**

CLASSIFIED

Change in Grade

Research Analyst	From: Grade 16	To: Grade 17
Research Coordinator	From: Grade 17	To: Grade 18

New Appointment

Heinsma, Todd Gardener/Utility Worker (CL19-1315) Admin. Services/ SCC	Effective: December 30, 2019 Grade 8, Step 1 \$43,448.41
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Hourly Ongoing to Contract

Marin, Perla From: Sr. Clerk/ Student Services To: Admin. Clerk (CL19-1337) Counseling/ SAC	Effective: January 13, 2020 Grade 10, Step 1 \$47,321.87
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Temporary to Contract

Hoffman, Carolyn Special Projects Specialist (CL19-1351) Resource Dev./ Ed. Services/ District	Effective: January 16, 2020 Grade 11, Step 1 \$49,429.54
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Professional Growth Increments

Ayers, Alicia Sr. Account Clerk/ Continuing Ed./ OEC	Effective: March 1, 2020 Grade 10, Step 6 + 3PG (1500) \$61,909.12
Bunch, Peterson Financial Aid Tech./ SAC	Effective: March 1, 2020 Grade 8, Step 4 + 8PG (4000) \$54,369.42
Espino, Susana Science Lab Coordinator/ Science & Math/ SCC	Effective: March 1, 2020 Grade 13, Step 3 + 1PG (500) \$60,852.15

Professional Growth Increments cont'd

Espinosa, Laura Administrative Clerk/ Academic Affairs/ SCC	Effective: March 1, 2020 Grade 10, Step 6 + 5%L + 4PG (2000) \$65,429.58
Flores, Jazmine Admissions & Records Spec. II/ Admissions/ SCC	Effective: March 1, 2020 Grade 8, Step 2 + 2PG (1000) \$46,641.48
Flores, Ruby Student Services Coord./ Career Ed./ SAC	Effective: March 1, 2020 Grade 15, Step 3 + 3PG (1500) \$68,701.93
Hale, Kristine Science Lab Coord./ Science & Math/ SCC	Effective: March 1, 2020 Grade 13, Step 6 + 7.5%L + 3PG (1500) \$76,681.36
James, Katherine Admissions & Records Spec. II/ Enrollment/ SCC	Effective: March 1, 2020 Grade 8, Step 6 + 4PG (2000) \$57,538.79
Kramer, Laura Special Projects Specialist/ Counseling/ SCC	Effective: March 1, 2020 Grade 11, Step 2 + 1PG (500) \$52,393.16
Lam, Natalie Financial Aid Analyst/ Financial Aid/ SAC	Effective: March 1, 2020 Grade 11, Step 6 + 1PG (500) \$63,629.09
Llerenas, Liset Student Services Specialist/ Counseling/ SAC	Effective: March 1, 2020 Grade 10, Step 6 + 5PG (2500) \$62,909.12
Lopez De La Luz, Basti Student Services Coord./ Academic Affairs/ SAC	Effective: March 1, 2020 Grade 15, Step 3 + 3PG (1500) \$68,701.93
Moreno, Maria Admissions & Records Spec. III/ Admissions/ SAC	Effective: March 1, 2020 Grade 10, Step 6 + 7.5%L + 2.5%Bil + 2PG (1000) \$67,450.03
Naguib Estefanous, Nancy Senior Clerk/ Financial Aid/ SAC	Effective: March 1, 2020 Grade 8, Step 5 + 1PG (500) \$53,390.03

Professional Growth Increments cont'd

Nguyen, Brian Financial Aid Analyst/ Financial Aid/ SAC	Effective: March 1, 2020 Grade 11, Step 4 + 2PG (1000) \$58,247.67
Nguyen, Jimmy Distance Ed. Services Specialist/ Distance Ed./ SAC	Effective: March 1, 2020 Grade 15, Step 5 + 5%L + 11PG (4000) \$81,814.14
Nguyen, Trinity Science Lab Coord./ Math & Science/ SCC	Effective: March 1, 2020 Grade 13, Step 3 + 2.5%L + 3PG (1000) \$62,860.95
Rodriguez, Kandi Financial Aid Analyst/ SAC	Effective: March 1, 2020 Grade 11, Step 3 + 1PG (500) \$54,984.96
Sehm, Mary Administrative Secretary/ Admissions/ SAC	Effective: March 1, 2020 Grade 12, Step 6 + 3PG (1500) \$67,961.43
Soto Tellez, Roxzel Administrative Secretary/ Arts, Humanities & Soc. Sci./ SCC	Effective: March 1, 2020 Grade 12, Step 3 + 5PG (2500) \$59,904.32
Vasquez, Liliana Administrative Clerk/ Continuing Ed./ OEC	Effective: March 1, 2020 Grade 10, Step 3 + 2.5%Bil + 3PG (1500) \$55,011.63
Vasquez, Pilar Administrative Secretary/ Math & Science/ SCC	Effective: March 1, 2020 Grade 12, Step 6 + 2.5%L + 2PG (1000) \$69,122.97

Out of Class Assignment

Landa, Alejandra Director Special Programs/ Res. Dev./ Ed. Services/ District	Effective: 01/13/20 – 06/30/20 Grade H, Step 1 \$92,052.75 <i>Supervisory</i>
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Leave of Absence

Cardona, Maria Executive Secretary/ Admin. Services/ SAC	Effective: 01/03/20 – 01/17/20 Reason: FMLA
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Voluntary Furlough

Kawafuchi, Emily Transfer Center Specialist/ Counseling/ SCC	Effective: 02/01/20 – 06/30/20 Grade 11, Step 3 @ 75% VF \$40,863.72
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Ratification of Resignation/Retirement

Benavides, Ricardo Custodian/ Admin. Services/ SAC	Effective: January 14, 2020 Reason: Retirement
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Cordova, Monica Athletic Trainer-Therapist/ Kinesiology/ SAC	Effective: January 17, 2020 Reason: Resignation
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CLASSIFIED HOURLY

New Appointments

Aparicio, Ligia Instructional Assistant (CL19-1376) Continuing Ed./ OEC	Effective: January 13, 2020 Up to 19 Hours/Week School Session Grade 5, Step A \$18.57/Hour
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Murillo, Yvette General Office Clerk (CL19-1275) EOPS/SAC	Effective: January 7, 2020 19 Hours/Week 12 Months/Year Grade 3, Step A \$17.41/Hour
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Roa, Maria Administrative Clerk (CL19-1346) Continuing Ed./ OEC	Effective: January 7, 2020 19 Hours/Week 12 Months/Year Grade 10, Step A + 2.5%Bil \$23.23/Hour
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Venturoli, Johanna Instructional Assistant (CL19-1348) Continuing Ed./ OEC	Effective: January 13, 2020 Up to 19 Hours/Week School Session Grade 5, Step A \$18.57/Hour
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Professional Growth Increments

Gandarilla, Frank Instructional Assistant/ Continuing Ed./ CEC	Effective: March 1, 2020 Grade 5, Step A + 10 PG (2500) \$18.57/Hour + \$208.33/Mo. PG
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Lopez, Staphany Counseling Assistant/ Counseling/ CEC	Effective: March 1, 2020 Grade 5, Step A + 2.5%Bil + 1PG (250) \$19.02/Hour + \$20.83/Mo. PG
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Professional Growth Increments cont'd

Ramirez, Diana Student Services Coord./ Counseling/ SAC	Effective: March 1, 2020 Grade 15, Step A + 3PG (750) \$29.19/Hour + \$62.50/Mo. PG
Tapia, Linda Administrative Clerk/ Continuing Ed./ OEC	Effective: March 1, 2020 Grade 10, Step A + 2.5%Bil + 4PG (1000) \$23.23/Hour + \$83.33/Mo. PG

Change in Position

Cintron, Veronica From: Senior Clerk To: Senior Account Clerk (CL19-1299) Continuing Ed./ OEC	Effective: January 10, 2020 19 Hours/Week 12 Months/Year Grade 10, Step A \$22.67/Hour
Villalovos, David Instructional Assistant (CL19-1362) Continuing Ed./ OEC	Effective: January 13, 2020 Up to 19 Hours/Week School Session Grade 5, Step A + 12.5%L \$20.89

Leave of Absence

Samodumov, Stefan Custodian/ Admin. Services/ SCC	Effective: 01/02/20 – 01/17/20 Reason: Unpaid Leave of Absence
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Ratification of Resignation/Retirement

Reyes, Adriana Student Affairs/ SAC	Effective: January 31, 2020 Reason: Resignation
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TEMPORARY ASSIGNMENT

Short Term Assignment

Acevedo Sanchez, Aquetzali Counseling Assistant/ Counseling/ SCC	Effective: 02/04/20 – 06/26/20 Grade 5, Step A \$18.57/Hour
Baca, Jeffrey Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Barrios, Nicolas Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Brooks, Ashton Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour

Short Term Assignment cont'd

Cain, Morgan Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Dodd, Joshua Instructional Assistant/ Business Div./ SAC	Effective: 02/10/20 – 06/30/20 Grade 5, Step A \$18.57/Hour
Eljaouhari, Samara Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Ha, Christine Instructional Assistant/ Science & Math/ SAC	Effective: 02/10/20 – 06/05/20 Grade 5, Step A \$18.57/Hour'
Harmon, Shane Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Hawkins, Troy Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Hernandez Martinez, Estephanie Instructional Assistant/ Science & Math/ SAC	Effective: 02/04/20 – 06/30/20 Grade 5, Step A \$18.57/Hour
Holcombie, Drew Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Horner, Colby Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Huynh, Loc Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Lozada, Trujillo, Efrain Counseling Assistant/Counseling/ SCC	Eff 02/04/20 – 06/26/2 Grade 5, Step A \$18.57/Hour
Massey, John Accompanist/ Fine & Performing Arts/ SAC	Effective: 02/04/20 – 06/30/20 Grade 10, Step A \$22.67/Hour
Morand, Alexander Instructional Assistant/ Math& Science/ SCC	Effective: 02/10/20 – 06/30/20 Grade 5, Step A \$18.57/Hour

Short Term Assignment cont'd

Pugh, Keith Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Robillard, Brant Instructional Assistant/ Science & Math/ SAC	Effective: 02/04/20 – 06/30/20 Grade 5, Step A \$18.57/Hour
Robillard, Brant Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 -06/30/20 Grade 8, Step A \$20.81/Hour
Romeo, Trevor Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Shull, Garrett Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Sorensen, Colton Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Sullivan, Katey Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Tonies, Tori Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Trapani, Peter Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Tucker, Katharine Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Vazquez, Erika Instructional Assistant/ Math & Science/ SCC	Effective: 02/10/20 – 06/30/20 Grade 5, Step A \$18.57/Hour
Weatherholt, Branden Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour
Williams, Jacob Learning Facilitator/ Science & Math/ SAC	Effective: 02/25/20 – 06/30/20 Grade 8, Step A \$20.81/Hour

Short Term Assignment cont'd

Younis, Malath Instructional Assistant/ Science & Math/ SAC	Effective: 02/04/20 – 06/30/20 Grade 5, Step A \$18.57/Hour
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Change in Temporary Assignment

Lopez, Christian Senior Cashier/ Bookstore/ SCC	Effective: 12/23/19 – 06/30/20 Grade 6, Step A \$19.23/Hour
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Additional Hours for Ongoing Assignment

Bush, Nicholas Fine Arts & Theater Facility Tech./ Fine & Performing Arts/ SAC	Effective: 01/13/20 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
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Corona, Jose Student Program Specialist/ College Advancement/ SAC	Effective: 01/13/20 – 05/15/20 Not to exceed 19 consecutive working days in any given period.
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Gomez de Munoz, Veronica Instructional Assistant/ Continuing Ed./ OEC	Effective: 01/06/20 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
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Heller, Shelley Science Storekeeper/Lab Tech./ Math & Science/ SCC	Effective: 02/03/20 – 06/05/20 Not to exceed 19 consecutive working days in any given period.
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Khan, Khadija Student Program Specialist/ College Advancement/ SAC	Effective: 01/13/20 – 05/15/20 Not to exceed 19 consecutive working days in any given period.
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Lee, Rebekah Instructional Assistant/ Continuing Ed./ CEC	Effective: 01/06/20 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
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Mosqueda, Berenice Learning Facilitator/ Student Services/ SCC	Effective: 01/06/20 – 02/07/20 Not to exceed 19 consecutive working days in any given period.
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Murillo, Yvette General Office Clerk/ EOPS/ SAC	Effective: 01/13/20 – 06/30/20 Not to exceed 19 consecutive working days in any given period.
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**Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST**

Bullock, Berlyn	Effective: 01/16/2020 – 06/30/2020
Franco, Amanda	Effective: 01/21/2020 – 06/30/2020
Shi, Lena	Effective: 02/03/2020 – 06/30/2020
Formby, Alex	Effective: 02/03/2020 – 06/30/2020
Parekh, Paavan	Effective: 02/03/2020 – 06/30/2020
Hoy, Djanice	Effective: 02/03/2020 – 06/30/2020
Baltodano, Emily	Effective: 02/03/2020 – 06/30/2020
Ross, Rebecca	Effective: 02/03/2020 – 06/30/2020
Farrens, Mark	Effective: 02/03/2020 – 06/30/2020
Said, Lily	Effective: 02/10/2020 – 06/30/2020
Luna, Emiliano	Effective: 02/11/2020 – 06/30/2020

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To:	Board of Trustees	Date: February 3, 2020
Re:	Approval of Costs Incurred for the Community College Faculty Job Summit	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District (RSCCD,) along with six local Southern California community college districts (Coast Colleges, Cerritos College, Long Beach City College, Mt. San Antonio College, South Orange County Community College District, and North Orange County Community College District), coordinated the Community College Faculty Job Summit that took place on December 7, 2019 at the Anaheim Majestic Garden Hotel. The job summit provided future and current faculty the opportunity to participate in engaging workshops, meet and greet with faculty, participate in mock interviews, and engage in Q&A with Human Resources professionals, administrators, and faculty.

ANALYSIS

To facilitate planning, RSCCD took the lead in paying the complete billing of the costs incurred with the understanding that each college would later be invoiced for their pro-rata share of the costs of the event. Total cost incurred to the Anaheim Majestic Garden Hotel for the summit was \$17,212.42. As agreed, the other participating districts will reimburse RSCCD a total of \$14,870.09. The total cost to RSCCD for the event is \$2,341.44.

RECOMMENDATION

It is recommended that the Board of Trustees approve payment by RSCCD to the Anaheim Majestic Garden Hotel in the amount of \$17,212.42.

Fiscal Impact: Total cost:	\$17,212.42	Board Date: February 3, 2020
Reimbursed cost:	\$14,870.98	
Cost to RSCCD:	\$ 2,341.44	
Item Prepared by:	Tracie Green, Vice Chancellor, Human Resources	
Item Submitted by:	Tracie Green, Vice Chancellor, Human Resources	
Item Recommended by:	Marvin Martinez	

Click on the City to Sea logo below for detailed information.



COMMUNITY COLLEGE FACULTY JOB SUMMIT



To register
scan the
QR code

ENGAGING WORKSHOPS

Step-by-Step
Application
Assistance

RESUME REVIEW

Presentation
Tips & Tricks

FACULTY MEET & GREET

Access to Community College
Hiring Staff

MOCK INTERVIEWS

Complimentary Photo Sessions
for Professional Head Shots

SATURDAY, DECEMBER 7, 2019

8:00 A.M. - 2:00 P.M.

ANAHEIM MAJESTIC

900 SOUTH DISNEYLAND DR.

ANAHEIM, CA 92802



Parking:
\$8.00 with
validation



NORTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

