

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**  
**Board of Trustees (Regular meeting)**  
**Monday, February 24, 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 February 3, 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 Board President's Award – Dr. Regina Lamourelle

## 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

## 3.0 INSTRUCTION

- \*3.1 Approval of Amendment to Sponsorship Agreement with Pepsi 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 Pepsi 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.
- \*3.2 Approval of Rancho Santiago Community College District Professional Services Agreement with Sunrise Choices, Inc., a California Corporation Action

The administration recommends approval of the RSCCD professional services agreement with Sunrise Choices, Inc., a California corporation, located in Santa Ana, California, as presented.
- \*3.3 Approval of Educational Affiliation Agreement Renewal with Speechlink, Inc. Action

The administration recommends approval of the educational affiliation agreement renewal with Speechlink, Inc., located in Irvine, California, as presented.
- \*3.4 Approval of Clinical Training Affiliation Agreement Renewal (With School Instructor on Hospital Premises) with St. Jude Medical Center Action

The administration recommends approval of the clinical training affiliation agreement renewal (with school instructor on hospital premises) with St. Jude Medical Center, located in Fullerton, California, as presented.
- \*3.5 Approval of Clinical Training Affiliation Agreement Renewal (Without School Instructor on Hospital Premises) with St. Jude Medical Center Action

The administration recommends approval of the clinical training affiliation agreement renewal (without school instructor on hospital premises) with St. Jude Medical Center, located in Fullerton, California, as presented.

- \*3.6 Approval of Memorandum of Understanding (MOU) with Strength in Support Action  
The administration recommends approval of the MOU with Strength in Support.
- \*3.7 Approval of Clinical Affiliation Agreement for Athletic Training with Azusa Pacific University (APU) Action  
The administration recommends approval of the clinical affiliation agreement for athletic training with APU.

#### **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 January 22, 2020, to February 9, 2020.
- \*4.3 Approval of Nonresident Fees for 2020-2021 Action  
The administration recommends approval of establishing the nonresident tuition fee at \$290 per unit, the capital outlay fee at \$35 per unit, and the application fee at \$50 for 2020-2021 as presented.
- \*4.4 Approval of Amendment to Agreement with Knowland Construction Services for Project Inspector Services for Science Center at Santa Ana College (SAC) Action  
The administration recommends approval of the amendment to the agreement with Knowland Construction Services for project inspector services for the Science Center at SAC as presented.
- \*4.5 Approval of Agreement Renewal with Competitive Edge Software, LLC, dba Omnigo Software Action  
The administration recommends approval of the agreement renewal with Competitive Edge Software, LLC dba Omnigo Software as presented.
- \*4.6 Approval of Surplus Property Action  
The administration recommends approval of declaring the list of equipment as surplus property and utilizing The Liquidation Company to conduct an auction as presented.

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

- \*4.7 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period December 15, 2019, through January 11, 2020.

## 5.0 GENERAL

- \*5.1 Approval of Sub-Agreement between RSCCD and San Mateo County Community College District to Award the 2019-2020 Regional Director Special Projects Funded by Key Talent Administration and Sector Strategy 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.
- \*5.2 Approval of First Amendment to Sub-Agreement between RSCCD and Carnegie Mellon University for California Education Learning Lab Grant Action  
The administration recommends approval of the first amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.3 Approval of First Amendment to Agreement with Hyatt Regency Huntington Beach Action  
The administration recommends approval of the first amendment to the agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.
- \*5.4 Approval of Santa Ana College and Santiago Canyon College (SCC) Guided Pathways Scale of Adoption Assessments Action  
The administration recommends approval of SAC and SCC Guided Pathways Scale of Adoption Assessments.

- 5.5 Board Member Comments Information

## RECESS TO CLOSED SESSION

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

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Full-time Faculty
  - b. Part-time Faculty
  - c. Management Staff
  - d. Classified Staff
  - e. Student Workers
  - f. Educational Administrator Appointments
    - (1) Administrative Dean
  
2. 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

## **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 Revised Job Descriptions
  - Approval of Interim to Permanent Assignments
  - Approval of Leaves of Absence
  - Approval of Adjusted Leaves of Absence
  - Approval of Column Changes
  - Approval of Part-time Hourly New Hires/Rehires
  - Approval of Non-paid Instructors of Record
  - Approval of Non-paid Intern Services
  
- 6.2 **Classified Personnel** Action
  - Approval of New Appointments
  - Approval of Professional Growth Increments
  - Approval of Longevity Increments
  - Approval of Changes in Position/Location

6.2 Classified Personnel (cont.)

- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Short Term Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Student Assistant Lists

7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on March 9, 2020.

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

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

**Monday, February 3, 2020**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Ms. Claudia Alvarez. Other members present were Ms. Arianna Barrios, Mr. Zeke Hernandez, Mr. Larry Labrado, Ms. Nelida Mendoza, and Mr. Theodore Moreno. Mr. John Hanna and Mr. Phillip Yarbrough arrived at the time noted.

Administrators present during the regular meeting were Ms. Tracie Green, Dr. John Hernandez, Dr. Linda Rose, 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 Ms. Narges Rabii-Rakin, President, Faculty Association of Rancho Santiago Community College District (FARSCCD).

Mr. Hanna arrived at this time.

1.3 Approval of Additions or Corrections to Agenda

There were no additions or corrections to the agenda.

1.4 Public Comment

Mr. Kelvin Leeds spoke regarding the impact Assembly Bill 705 (Student Success Act of 2012: matriculation; assessment) has had on enrollment decline at Santa Ana College (SAC).

1.5 Approval of Minutes

It was moved by Mr. Labrado and seconded by Ms. Mendoza to approve the minutes of the regular meeting held January 13, 2020. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Moreno's advisory vote was aye.

## 1.6 Approval of Consent Calendar

It was moved by Ms. Barrios 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 3.3 (Satellite Coffee Cart Agreement with Sheera LLC dba Sheera Express) and Item 3.6 (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) removed from the Consent Calendar by Mr. Hernandez; and Item 4.6 (Donation of Vehicle – 2007 BMW X3) removed from the Consent Calendar by Ms. Alvarez. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, and Ms. Mendoza. Student Trustee Moreno’s advisory vote was aye.

- 3.1 Approval of Educational Affiliation Agreement with NeuroRestorative  
The board approved 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)  
The board approved the educational affiliation agreement renewal with Manhattan Beach USD located in Manhattan Beach, California, as presented.
- 3.4 Approval of Student Affiliation Agreement Renewal between RSSCD which operates Santa Ana College and Hoag Memorial Hospital Presbyterian  
The board approved 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  
The board approved Amendment No. 1 for the professional services agreement between the City of Glendale and RSCCD on behalf of SAC, as presented.
- 3.7 Approval of Proposed Revisions for 2020-2021 Santa Ana College Catalog  
The board approved the proposed revisions for the 2020-2021 SAC catalog.
- 3.8 Approval of Professional Services Agreement with Twenty Fifth Hour Communications, Inc.  
The board approved the professional services agreement with Twenty Fifth Hour Communications, Inc.
- 4.1 Approval of Payment of Bills  
The board approved payment of bills as submitted.



1.6 Approval of Consent Calendar (cont.)

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

The board approved 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

The board approved the CCFS-311Q for the period ended December 31, 2019, as presented.

4.5 Approval of Utilization of California Multiple Award Schedule (CMAS) Contracts #4-18-78-0032B and #4-07-51-0019A to Deere & Company

The board approved 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.

4.7 Approval of Donation of Vehicle – 2010 Toyota Prius II

The board approved accepting the donation of the 2010 Toyota Prius II as presented.

4.8 Approval of Disposal of Surplus Vehicle

The board approved disposal of a surplus vehicle, declaring the 2012 Ford Escape as surplus property and utilizing Ken Porter Auctions to conduct an auction as presented.

5.1 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:

- 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

The board approved 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 Services Agreement with Ad Astra Information Systems, LLC

The board approved the professional services agreement with Ad Astra Information Systems, LLC, 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 – Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District

There were no public comments.

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

There were no public comments.

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from the Chancellor

Mr. Marvin Martinez, Chancellor, provided a report to the board, which included a report on the Community College League of California (CCLC) Annual Legislative Conference in Sacramento that he attended on January 26-27, 2020.

Mr. Yarbrough arrived during the chancellor's report.

2.2 Reports from College Presidents

The following college representatives provided reports to the board:

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

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

2.3 Report from Student Trustee

Mr. Moreno provided a report to the board, which included a report on the CCLC Annual Legislative Conference in Sacramento that he attended on January 26-27, 2020.

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  
Ms. Daniela Nava, Inter Club Council President, Santiago Canyon College

2.5 Report from Classified Representative

Ms. Sheryl Martin, Executive Secretary, Orange Education Center, provided a report on behalf of the classified staff.

## 2.6 Reports from Academic Senate Presidents

Mr. Roy Shahbazian, Academic Senate President, Santa Ana College, provided a report to the board.

Mr. Michael DeCarbo, Academic Senate President, Santiago Canyon College, indicated he did not have a report since classes are not in session at this time.

## 2.7 Reports from Board Committee Chairpersons and Representatives of the Board

Ms. Mendoza and Mr. Martinez provided a report on the January 23, 2020, Orange County Community Colleges Legislative Task Force meeting.

## 3.0 INSTRUCTION

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

### 3.3 Approval of Satellite Coffee Cart Agreement with Sheera LLC dba Sheera Express

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the Satellite Coffee Cart agreement with Sheera LLC, dba Sheera Express located in Beverly Hills, California, as presented. Discussion ensued. 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.

### 3.6 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

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza to 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, which has an office located in Aliso Viejo, California, as presented.

After discussion, it was moved by Mr. Hanna and seconded by Mr. Yarbrough to postpone action on this item until more information was provided. The motion to postpone action 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.

## 4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, 4.5, 4.7 and 4.8 were approved as part of Item 1.6 (Consent Calendar).

#### 4.4 Quarterly Investment Report as of December 31, 2019

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

#### 4.6 Approval of Donation of Vehicle – 2007 BMW X3

Ms. Alvarez expressed her intention to abstain from the vote on this item due to a potential conflict of interest. She passed the gavel to Ms. Mendoza as vice president and left the room at this time.

It was moved by Mr. Yarbrough and seconded by Mr. Moreno to accept the donation of the 2007 BMW X3 as presented. Discussion ensued. The motion carried with the following vote: Aye – Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough; and a vote of abstention from Ms. Alvarez. Student Trustee Moreno's advisory vote was aye.

Ms. Alvarez returned to the room at this time.

### 5.0 GENERAL

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

#### 5.4 Board Member Comments

Since Mr. Martinez provided an in-depth report on the CCLC Annual Legislative Conference in Sacramento on January 26-27, 2020, Ms. Alvarez, Mr. Hanna, Mr. Hernandez, Mr. Moreno, and Mr. Yarbrough provided a brief report on the conference. The trustees reported that the pilot program offered by SAC for obtaining a bachelor's degree was spoken of in high regards at the conference. Mr. Hanna reminded board members that Board Policy 2740 Board Education requires board members to provide a report on the activity to the board at the next regularly scheduled board meeting. In addition, the trustees reported they visited legislators on behalf of the district.

Mr. Hernandez provided a report on the Effective Trustee Workshops he attended prior to the CCLC Annual Legislative Conference. The workshops included such topics as The Brown Act, students' mental health issues, trustee roles and responsibilities, and ethics training.

Mr. Hanna provided a report on the Advisory Committee on Legislation meeting he attended prior to the CCLC Annual Legislative Conference. Mr. Hanna indicated that discussion at the meeting included legislation that would provide a safe environment for students to sleep in their cars, legislation that would increase the part-time faculty load from 67% to 85%, and the funding formula for community colleges. Mr. Hanna encouraged the Academic Senates, faculty and classified unions, chancellor, college

#### 5.4 Board Member Comments (cont.)

presidents, and student representatives to send legislation they want reviewed by Mr. Hanna to the board's assistant.

While attending the CCLC Annual Legislative Conference, Mr. Yarbrough spoke with members of the Association of Community College Trustees (ACCT) Public Policy and Advocacy Committee (of which he is a member) regarding having the committee address the Deferred Action for Childhood Arrivals (DACA) issue at its February meeting.

Ms. Barrios indicated that she had one son attend SCC and currently has a son enrolled at SAC.

Ms. Barrios reported that she attended the City of Orange Chamber of Commerce meeting on January 28 where the chancellor spoke on behalf of the district. She reminded those in attendance at the Chamber meeting of SCC's Community Science Night on March 13, 2020.

Ms. Mendoza commended SCC on its recent news release regarding offering a tuition-free education for the first two years of college and asked that SAC send out a news release informing the community of the same opportunity.

Ms. Mendoza congratulated SCC's Women's Soccer team on its fourth California Community College Athletic Association Women's Soccer State Championship.

Ms. Mendoza asked if the meeting could be adjourned in honor of the victims of the mass shooting at Texas A&M University-Commerce earlier today.

Ms. Alvarez thanked Chief Toledo for his quick response today in sending an email today to staff regarding emergency preparedness in response to the mass shooting that occurred at Texas A&M University-Commerce.

Attorney Ruben Smith, AlvaradoSmith, stated since the board agenda was published, two of the three cases of anticipated/potential litigation listed on the agenda have become lawsuits; therefore, he provided the following names/case numbers to review during closed session:

- Ryan Duncan, Case #30-2019-01105172-CU-PA-CJC
- Joseph Robert Pineo, Case #30-2019-01105172-CU-PA-CJC

#### **RECESS TO CLOSED SESSION**

The board convened into closed session at 6:38 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: 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  
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])

Mr. Moreno left the meeting at this time.

### **RECONVENE**

The board reconvened at 7:01 p.m.

#### **Closed Session Report**

Mr. Yarbrough reported during closed session the board discussed public employment, anticipated/potential litigation, labor negotiations, and public employee discipline/dismissal/release, and the board took no action.

#### **Public Comment**

There were no public comments.

## **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. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

- Approve New Appointments
- Approve Spring 2020 Step Increases for FARSCCD Part-time Faculty Hourly Rates
- Approve Spring 2020 Step Increases for FARSCCD Full-time Faculty Beyond Contract Rates
- Ratify Resignations/Retirements
- Approve Additional 2019-2020 Contract Extension Days
- Approve Leaves of Absence

6.1 Management/Academic Personnel (cont.)

- Approve Column Changes
- Approve CEFA Step Increases
- Approve Part-time Hourly New Hires/Rehires
- 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. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

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

6.3 Approval of Costs Incurred for Community College Faculty Job Summit

It was moved by Ms. Barrios and seconded by Mr. Yarbrough to approve payment by RSCCD to the Anaheim Majestic Garden Hotel in the amount of \$17,212.42. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Hernandez, Mr. Labrado, Ms. Mendoza, and Mr. Yarbrough.

**7.0 ADJOURNMENT**

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

There being no further business, Ms. Alvarez declared the meeting adjourned at 7:02 p.m., in honor of the two sisters who died in the mass shooting at Texas A&M University-Commerce on February 3, 2020.

Respectfully submitted,

---

Marvin Martinez, Chancellor

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

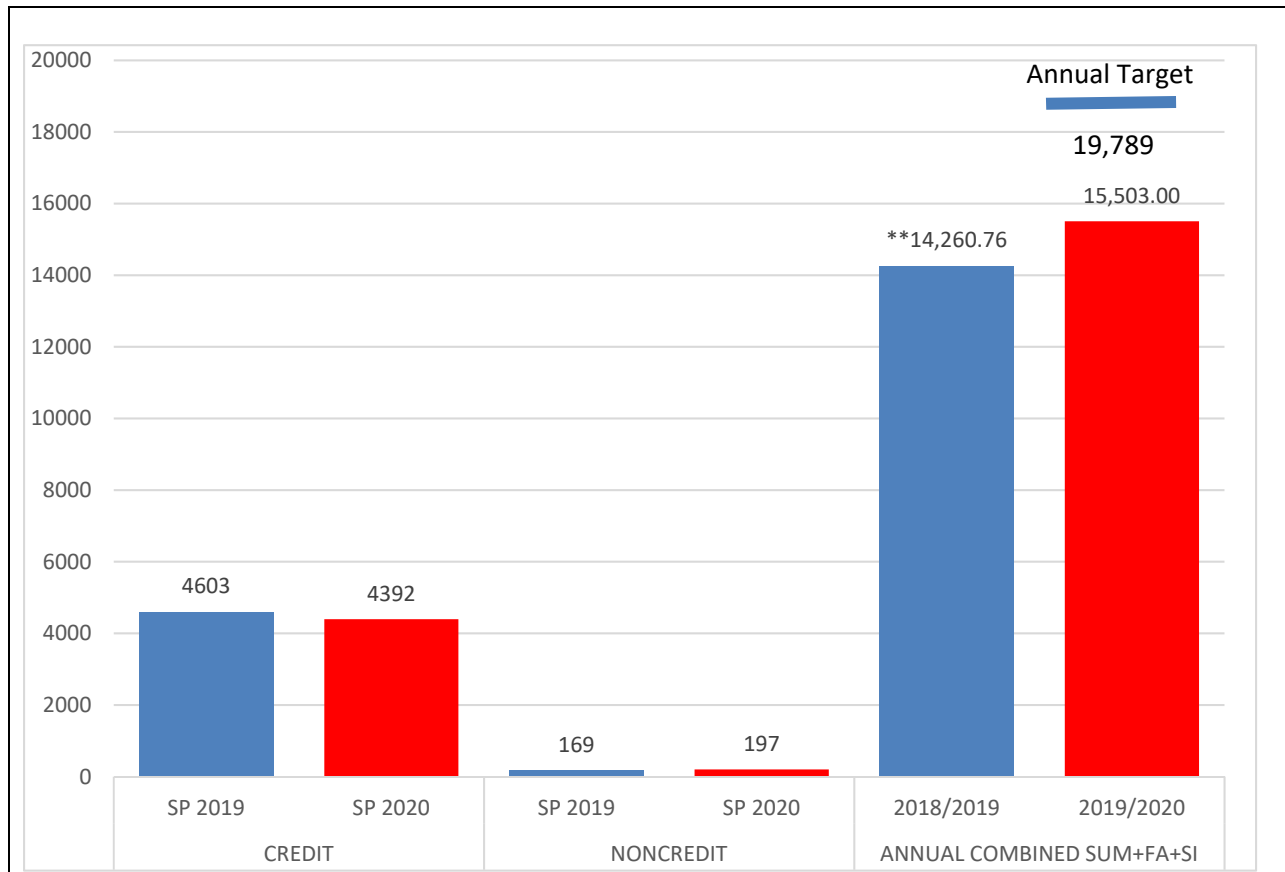
Minutes approved: February 24, 2020





## SAC 2019/2020 Spring Enrollment Report

\*Date: 1/30/20



### FTES Target

Terms	2019/2020	DIFF	PCT
Credit SP Target	6598.00		
Credit SP Projection	6598.00	0.00	0%
Noncredit SP Target***	2111.00		
Noncredit SP Projection	2111.00	0.00	0%
Annual Target	19789.00		
Annual Projection	19671.00	-118.00	-1%

### NOTES:

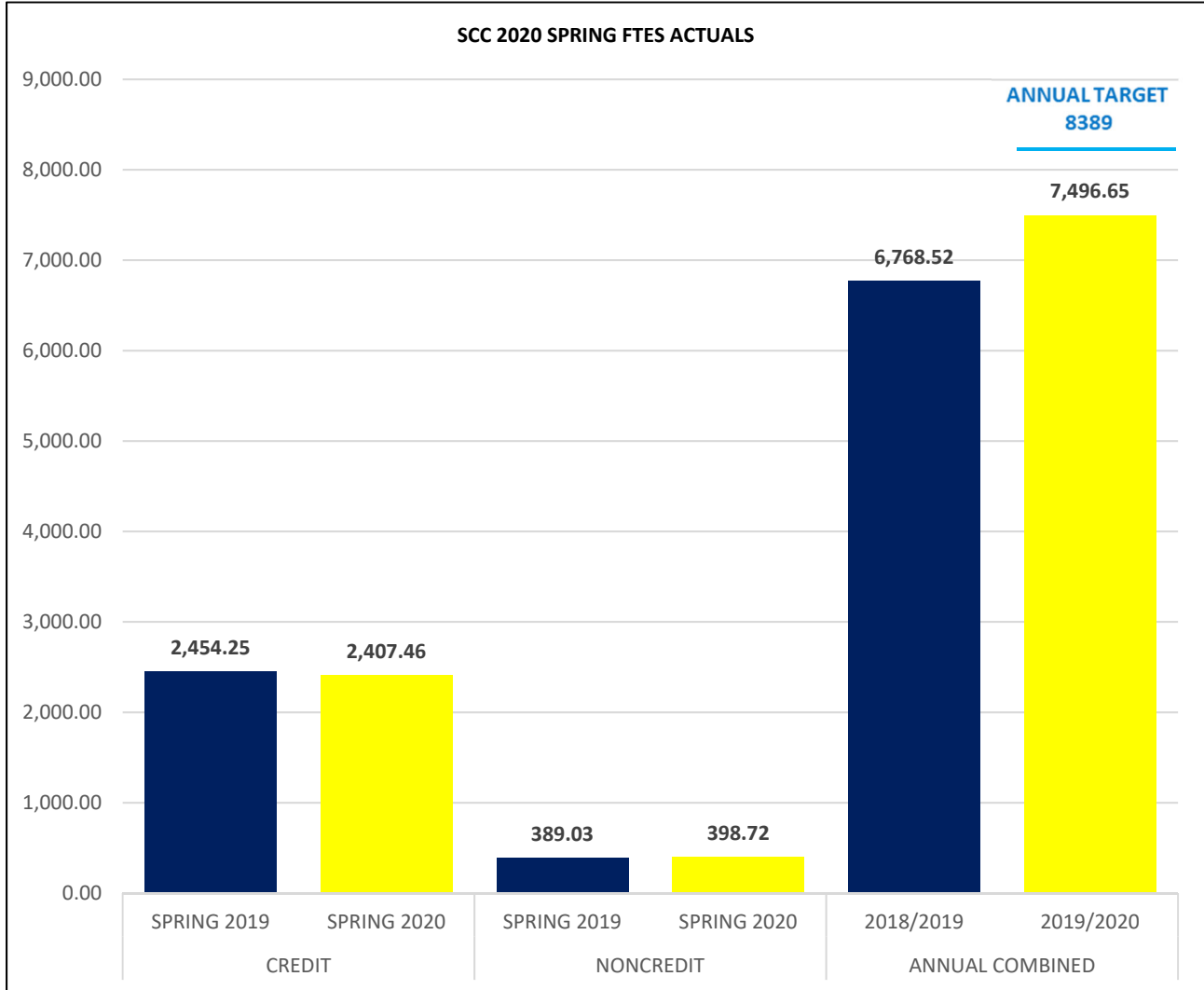
\* This report represents a "moment in time" comparison between like terms.

\*\* 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.

\*\*\* Spring Target includes all FTES earned by June 30, 2020.



**SCC 2019/2020 ENROLLMENT REPORT**  
1/30/2020



**FTES TARGETS**

TERMS	2019/2020	DIFF	PCT
Credit Spring Target	2766		
Credit Spring Projection	2766	0	0.0%
NonCredit Spring Target	1155		
NonCredit Spring Projection	1155	0	0.0%
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

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

To:	Board of Trustees	Date: February 24, 2020
Re:	Approval of Amendment to Sponsorship Agreement with Pepsi 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.

On October 14, 2019, the Board of Trustees was presented with a new five-year agreement for approval with The Pepsi Bottling Group who proposed a sponsorship of \$385,000.00 dispersed in annual allotments over the term of the agreement. Also, provided was an annual \$3,000.00 scholarship fund, an annual sustainability fund of \$1,500.00, a \$10,000 annual flex spending fund, commissions on vending sales, and \$1,800.00 in free product annually in turn for having exclusive rights for the District.

The Board of Trustees voted to remove the new five-year agreement with the Pepsi Bottling Group from the meeting agenda. Subsequent to the meeting, staff received the following Board request:

1. Please provide revenues received by RSCCD for the previous five-year agreement – totals for: a) Sponsorship; b) scholarship fund; c) sustainability fund; flex spending fund; e) vending sales; f) rebates. Also comp products value received by RSCCD.
2. How are these being recorded/allocated to various district and/or college cost centers/recipients?

Staff provided the following response:

**Pepsi Sponsorship Funds**

	<b>Sponsorship, Scholarship, and Sustainability Funds</b>					
	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Five Year Total</b>
<b>Total Annual</b>	<b>\$ 73,500.00</b>	<b>\$ 66,000.00</b>	<b>\$ 66,000.00</b>	<b>\$ 66,000.00</b>	<b>\$ 66,000.00</b>	<b>\$ 337,500.00</b>
<b>SAC</b>	\$ 46,990.00	\$ 44,196.00	\$ 44,577.00	\$ 39,205.99	\$ 33,195.24	\$ 208,164.23
<b>SCC</b>	\$ 16,510.00	\$ 19,304.00	\$ 18,923.00	\$ 20,607.34	\$ 23,304.76	\$ 98,649.10
<b>District Office</b>	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,186.67	\$ 9,500.00	\$ 30,686.67

Sponsorship, Scholarship (\$2,000.00/year), and Sustainability (\$1,500.00) funds are received in the Auxiliary Services Operations and divided among the Chancellors Office District Fund (at an anticipated annual need of approximately \$9,500/year) and SAC and SCC. The remaining balance of funds are divided by campus according to the District's Budget Allocation Model FTES Split.

**Vending Machines Commissions based on sales by location**

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Five Year Total</b>
<b>Total Annual</b>	<b>\$ 92,054.57</b>	<b>\$ 28,868.16</b>	<b>\$ 31,859.77</b>	<b>\$ 30,897.27</b>	<b>\$ 22,274.90</b>	<b>\$ 205,954.67</b>
<b>SAC</b>	\$ 67,730.20	\$ 19,961.10	\$ 20,601.09	\$ 18,358.46	\$ 13,205.54	\$ 139,856.39
<b>SCC</b>	\$ 24,324.37	\$ 8,799.89	\$ 8,304.45	\$ 12,122.58	\$ 8,711.06	\$ 62,262.35
<b>District Office</b>		\$ 107.17	\$ 2,954.23	\$ 416.23	\$ 358.30	\$ 3,835.93

**California Community College Foundation Scholarship Support One-time payment**

	<b>2015</b>
<b>SAC</b>	\$ 1,480.00
<b>SCC</b>	\$ 520.00

**Gatorade Sideline \$1500.00 in product annually**

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Five Year Total</b>
<b>SAC</b>	Not Available	Not Available	Not Available	\$ 1,050.00	\$ 1,050.00	\$ 2,100.00
<b>SCC</b>	Not Available	Not Available	Not Available	\$ 450.00	\$ 450.00	\$ 900.00

**Annual Product Donation 200 cases annually**

<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>Five Year Total</b>
\$ 1,960.00	\$ 1,960.00	\$ 1,960.00	\$ 1,960.00	\$ 1,960.00	\$ 9,800.00

**Rebates - based on sales by location**

<b>Rebates</b>	<b>2019</b>	<b>2018</b>	<b>2017</b>	<b>2016</b>	<b>2015</b>	<b>Five Year Total</b>
<b>Total Annual</b>	<b>\$ 10,615.46</b>	<b>\$ 9,237.64</b>	<b>\$ 15,308.30</b>	<b>\$ 15,457.27</b>	<b>\$ 8,310.95</b>	<b>\$ 58,929.62</b>
<b>SAC</b>	\$ 7,861.99	\$ 6,407.93	\$ 13,948.99	\$ 11,717.71	\$ 6,376.58	\$ 46,313.20
<b>SCC</b>	\$ 2,753.47	\$ 2,829.71	\$ 1,359.31	\$ 3,739.56	\$ 1,934.37	\$ 12,616.42

Because the Pepsi agreement is exclusive, John Hanna asked if the agreement prohibits other companies from advertising on the college marquees.

Staff provided the following response:

Yes, but only those companies that offer competitive products. Companies that are not in direct competition with Pepsi can market on campus and we can sell other company products when Pepsi does not have a like product.

On December 9, 2019, the Board of Trustees voted to remove the new five-year agreement with the Pepsi Bottling Group from the meeting agenda. Subsequent to the meeting, staff received a request to prepare a one-year amendment to the existing Pepsi agreement for approval by the Board of Trustees.

On February 3, 2020, the Board of Trustees voted to postpone action on the one-year amendment to the existing Pepsi agreement. Subsequent to the meeting, staff received the following Board request:

d. **John Hanna** expressed concern (again) that the Pepsi agreement is exclusive of any other like product being advertised on campus. He stated that if Pepsi did have this exclusivity, then the agreement should include a value for Pepsi having those exclusivity rights. Bart Hoffman indicated that the Pepsi agreement is an exclusive agreement and the campus would not be able to advertise a competing product. Mr. Hanna asked for a listing of the products Pepsi provides.

The 2019 Pepsi Beverages Portfolio is [attached](#). The Portfolio lists every beverage offered by the company. In order to secure exclusivity rights, Pepsi Bottling Group will pay the District \$66,000 per year as well as commission on beverage sales.

#### 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 Pepsi 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 24, 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	

## 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.

<b>Rebates Amount</b>	<b>Eligible Products</b>
\$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**

<b>Product</b>	<b>Minimum Vend Price</b>	<b>Commission Rate*</b>
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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Peter J. Hardash  
Title: Vice Chancellor  
Business Operations / Fiscal Services  
Date: \_\_\_\_\_



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

To:	Board of Trustees	Date: February 24, 2020
Re:	Approval of Rancho Santiago Community College District Professional Services Agreement with Sunrise Choices, Inc., a California Corporation	
Action:	Request For Approval	

**BACKGROUND**

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

**ANALYSIS**

The Santa Ana College Community Services Programs will partner with Sunrise Choices, Inc., a California corporation, to offer Vehicle Code 14601.1 Suspended Driver's License Program to individuals referred by the Orange County District Attorney's Office. The Santa Ana College Community Services Program is an approved referral site for participants to attend this six (6) hour diversion course. The revenue generated from this course will continue to sustain the viability of this fee-based program. The term of this agreement will be effective from the day of execution of the agreement through December 31, 2024.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District Professional Services Agreement with Sunrise Choices, Inc., a California corporation, located in Santa Ana, California, as presented.

Fiscal Impact:	\$35,000 annually (estimated net income after expenses)	Board Date: February 24, 2020
Prepared by:	James Kennedy Ed.D, Vice President, Santa Ana College School of Continuing Education Lithia Williams, Community Services Program Coordinator II	
Submitted by:	Linda D. Rose, Ed.D, President, Santa Ana College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



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

This Professional Services Agreement (“Agreement”) is between Rancho Santiago Community College District (“District”), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, Ca 92706 and Sunrise Choices, Inc., a California corporation, having its principal business address located at 1551 N Tustin Ave., Suite 850 Santa Ana, CA 92705 hereinafter called ("Contractor").

Contractor certifies that Contractor is a (check applicable):

Sole Proprietor  Corporation  Limited Liability Company  Partnership  Nonprofit Corporation

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

WHEREAS, the DISTRICT requires CONTRACTOR to provide instructional classes for the V.C. 14601.1 Suspended Driver’s License Program,

WHEREAS, CONTRACTOR shall be approved by the Orange County Superior Court to conduct V.C. 14601.1 Suspended Driver’s License Program,

WHEREAS, CONTRACTOR shall all times be qualified and at all times maintain proper qualifications and certifications to perform their duties to the DISTRICT on the terms hereinafter set forth in this agreement.

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

**Terms and Conditions**

1. Contractor Scope of Work. Contractor agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (collectively “Services”). Services authorized by District are limited to those specific services identified in **Exhibit A**, and Contractor agrees to undertake no other services for District under the auspices of this Contract, whether directly or indirectly, without the prior written consent of District. No changes to **Exhibit A** are authorized without the express written consent of District by an executed written addendum to this Contract signed by the Parties.
2. Term. This Agreement shall commence once fully executed by both parties and shall continue in full force and effect thereafter until and including December 31, 2024, unless this Agreement is terminated during the Term pursuant to this Agreement.
3. Early Termination. This Contract may be terminated as follows unless otherwise specified herein:
  - A. Mutual: District and Contractor may terminate this Contract at any time by their mutual written agreement.
  - B. The District may, at any time, terminate this Agreement with or without cause by providing at least thirty (30) days written notice to Contractor prior to the requested termination date.
  - C. Breach: Either party may terminate this Contract in the event of a material breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of

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

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

#### 4. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed \$50,000 Dollars) ("Contract Amount"). Additional details are specified in **Exhibit A**.
- B. Expenses. Contractor shall furnish at its own expense all necessary overhead, administrative and support services, equipment, clerical personnel, facilities, communications and related facilities and personnel necessary to perform the Services. All fees and expenses for services of Contractor under this Contract, and District's obligations to compensate Contractor for services, shall solely be governed by **Exhibit A**. Should Contractor incur additional or unanticipated expenses, District shall not be obligated to pay for, or reimburse, said expenses to the extent not included within the compensation specifications set forth in **Exhibit A**. District shall be entitled, at its sole and unrestricted discretion, to refuse to amend this Contract or to otherwise voluntarily pay such additional and unanticipated expenses
- C. Invoicing and Method of Payment. Unless otherwise specified in **Exhibit A**, Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District.
- D. W-9: Contractor acknowledges and agrees that it must submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed Contract and that the District will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor
- E. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of

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

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

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

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

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

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

9. Indemnification/Hold Harmless.

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

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

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

Other Insurance Requirements

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

cancellation.

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

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

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

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

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

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

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

Contractor: Sunrise Choices, Inc.  
Michael T. Doudna  
1551 N. Tustin Ave., Suite 850  
Santa Ana, CA 92705

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

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

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

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

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

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

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

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

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

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

29. Dispute Resolution.



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

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

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

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

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

31. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all 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  
Sunrise Choices, Inc., a California corporation

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

Print Name: Michael T. Doudna

Print Title: Director

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.

#### COURSE DESCRIPTION:

- A. DISTRICT agrees to provide records to the Orange County District Attorney after receiving completion of attendance information from CONTRACTOR. Reports are to be compiled and sent to the District Attorney in a timely manner.
- B. Both PARTIES are aware that referrals for the V.C. 14601.1 Suspended Driver's License Program be generated by the Orange County District Attorney. Both parties agree to cooperate and accomplish changes in the program as dictated by the Superior Court of California, County of Orange and the Orange County District Attorney's office. A schedule of classes will be presented to the Orange County District Attorney's Office each semester.
- C. Both PARTIES shall use their best efforts to serve and promote the operation of the V.C. 14601.1 Suspended Driver's License at Santa Ana College
- D. This AGREEMENT shall continue and remain valid until one of the following:
  - i. The Orange County District Attorney's Office ends the V.C. 14601.1 Suspended Driver's License Program at Santa Ana College
  - ii. CONTRACTOR ends the V.C. 14601.1 Suspended Driver's License Program at Santa Ana College. CONTRACTOR shall provide Orange County District Attorney and DISTRICT at least thirty day (30) notice of its intent to end the program.
  - iii. DISTRICT ends its participation in the V.C. 14601.1 Suspended Driver's License Program. The DISTRICT shall provide Orange County District Attorney and CONTRACTOR at least thirty day (30) notice of its intent to end the program.
  - iv. Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in a V.C. 14601.1 Suspended Driver's License Program at the time of notice of termination shall be given the opportunity to completion of the program.

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

- A. Pay Rate: DISTRICT shall pay CONTRACTOR a fee of ninety (\$90.00) dollars each student in the V.C. 14601.1 Suspended Driver's License Program. CONTRACTOR shall invoice DISTRICT following the last class of each month. DISTRICT shall pay CONTRACTOR within thirty (30) days of the invoice. The fee structure is based on a class fee of \$260.00/\$295.00. CONTRACTOR shall not incur or be charged by DISTRICT any fee not stated in this contract.
- B. (Note: Additional services that are subject to fees, i.e. special flyers, direct mailing, postage, administering of test, etc., deducted when appropriate.) The District will issue the Contractor an Internal Revenue Service Form 1099 for all monies paid over \$600 to them from the District. Contractors are responsible for their own taxes.

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

To:	Board of Trustees	Date: February 24, 2020
Re:	Approval of Educational Affiliation Agreement Renewal with Speechlink, Inc.	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

**RECOMMENDATION**

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

Fiscal Impact:	None	Board Date: February 24, 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

This Agreement is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California on behalf of the Santa Ana College Speech-Language Pathology Assistant Program (“College”) and Speechlink, Inc (“Clinical Facility”), located at 18017 Sky Park Circle, Suite G, Irvine, California.

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

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

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

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

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

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

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

### **PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

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

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

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

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

**A. For the Program in General**

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

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

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

**B. Confidentiality of Patient Records**

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



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

C. Indemnification

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

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

D. Insurance:

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

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

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

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

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

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

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

PART VI. OTHER TERMS AND CONDITIONS

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

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

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

If to Agency:

Speechlink, Inc.  
Attn: Adrienne Rzepnick  
18017 Sky Park Circle, Suite G,  
Irvine, California, 92614

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

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

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

<b>Agency:</b>	Speechlink, Inc	<b>District:</b>	Rancho Santiago Community College District
<b>Signature:</b>	_____	<b>Signature:</b>	_____
<b>Name:</b>	_____	<b>Name:</b>	<u>Peter J. Hardash</u>
<b>Title:</b>	_____	<b>Title:</b>	<u>Vice Chancellor</u> <u>Business Operations/Fiscal Services</u>
<b>Date:</b>	_____	<b>Date:</b>	_____

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

To:	Board of Trustees	Date: February 24, 2020
Re:	Approval of Clinical Training Affiliation Agreement Renewal (with School Instructor on Hospital Premises) with St. Jude Medical Center	
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 clinical training affiliation agreement renewal (with school instructor on hospital premises) with St. Jude Medical Center (“Agreement Renewal”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement renewal 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 clinical training affiliation agreement renewal (with school instructor on hospital premises) with St. Jude Medical Center, located in Fullerton, California, as presented.

Fiscal Impact:	None	Board Date: February 24, 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	

# CLINICAL TRAINING AFFILIATION AGREEMENT

## (With School Instructor On Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of February 25, 2020 or the execution of the Agreement by both parties (the "Effective Date") by and between St. Jude Medical Center ("Hospital"), and Rancho Santiago Community College District ("District") on behalf of Santa Ana College Occupational Therapy Program ("College").

### RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the areas of Nursing, Pharmacy Technician, Medical Laboratory Technician, Paramedic/EMT and Occupational Therapy Assistant. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

1.4 Supervision. School shall supervise all students in their clinical training at Hospital and provide the necessary qualified instructors for the Program(s) who must be satisfactory to Hospital. All such instructors shall be employees of School. School also shall be responsible for instruction, counseling, controlling, disciplining and all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each Student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diphtheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on placement and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training prior to a Student's first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Hospital Policies and Procedures. School shall ensure that each student and instructor is aware of and understands all applicable Hospital policies and procedures and shall require each student and instructor to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students or instructors as a result of the Program(s).

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information, including compliance with and legal obligations pursuant to the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations thereunder. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s).

School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students and instructors maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students and instructors, such evidence will be provided prior to the date when any new student or instructor commences participation in the Program(s).

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

## **2. RESPONSIBILITIES OF HOSPITAL**

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to instructors and those students designated by School as eligible for participation in the Program(s) at Hospital, provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Joint Commission.



2.4 Patient Care. Pursuant to the California Code of Regulations (“CCR”), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students and instructors conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act (“EMTALA”), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.5 Space and Storage. At Hospital’s discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School’s instructional materials for use in the Program(s), subject to reasonable availability.

2.6 Removal of Students and Instructors. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student or instructor, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student or instructor from the Program(s). School shall comply with Hospital’s request within five (5) days of receipt of notice from Hospital and with respect to instructors, School shall provide a replacement instructor acceptable to Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student or instructor represents a threat to patient safety or personnel, Hospital may immediately exclude any student or instructor from Hospital until final resolution of the matter with School.

2.7 Documentation. Hospital agrees to make available to instructors and qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital’s facility for review.

2.8 First Aid. Hospital shall be available to provide necessary emergency health care or first aid within its capacity to students and instructors participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student, instructor or School at Hospital’s normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student or instructor.

2.9 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.10 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

2.11 Hospital shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:

- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.
- b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Hospital, except for School students and faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate
- c. Workers' Compensation insurance covering Clinical Facility's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- d. Clinical Facility will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to District within 10 days of execution of this agreement.

### **3. RELATIONSHIP OF THE PARTIES**

3.1 Term. The term, of this Agreement shall commence as of the Effective Date and shall continue for five (5) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School and School's instructors are at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School or Hospital and School's instructors an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students or School's instructors. Such benefits not covered include, but are not limited to salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement and neither School, instructors, nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself, its instructors or its students and

from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School, its instructors or its students are determined to be employees of Hospital.

3.4 Role of Students and Instructors. It is not the intention of School or Hospital that any student or instructor occupies the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

#### **4. GENERAL PROVISIONS**

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP 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. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Further, it is represented and warranted by School that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this School shall be promptly reported through the hotline (above). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall unlawfully discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital: St. Jude Medical Center  
101 E. Valencia Mesa Drive  
Fullerton, CA 92835  
Attn: President & CEO

If to School: Santa Ana College  
Attn: Academic Fieldwork Coordinator  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706

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

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

***Signature page to follow.***

**ST. JUDE MEDICAL CENTER**

**“HOSPITAL”**

\_\_\_\_\_  
By: Katie Gonzalez  
Its CFO  
Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**“DISTRICT”**

\_\_\_\_\_  
By: Peter J. Hardash  
Title: Vice Chancellor, Business Operations/Fiscal Services

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

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

To:	Board of Trustees	Date: February 24, 2020
Re:	Approval of Clinical Training Affiliation Agreement Renewal (without School Instructor on Hospital Premises) with St. Jude Medical Center	
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 clinical training affiliation agreement renewal (without school instructor on hospital premises) with St. Jude Medical Center (“Agreement Renewal”) covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement renewal 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 clinical training affiliation agreement renewal (without school instructor on hospital premises) with St. Jude Medical Center, located in Fullerton, California, as presented.

Fiscal Impact:	None	Board Date: February 24, 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	

# CLINICAL TRAINING AFFILIATION AGREEMENT

## (Without School Instructor on Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of February 25, 2020 or the execution of the Agreement by both parties (the "Effective Date") by and between St. Jude Medical Center ("Hospital"), and Rancho Santiago Community College District ("District") on behalf of Santa Ana College Occupational Therapy Assistant Program ("College").

### RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the areas of Nursing, Pharmacy Technician, Medical Laboratory Technician, Paramedic/EMT and Occupational Therapy Assistant. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience

at Hospital.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each Student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubella, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on placement and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training prior to a Student's first clinical day and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information, including compliance with and legal obligations pursuant to the Health Insurance Portability and Accountability Act of 1996, and the implementation regulations thereunder. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a



minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

## **2. RESPONSIBILITIES OF HOSPITAL**

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Joint Commission.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the

standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability..

2.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

2.12 Hospital shall, at its sole cost and expense, insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain a program of insurance as follows:

- a. Comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts.
- b. Professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Hospital, except for School students and faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate

- c. Workers' Compensation insurance covering Clinical Facility's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
- d. Clinical Facility will provide Certificates of insurance that includes thirty (30) days' notice of cancellation, modification, or reduction in said insurance to District within 10 days of execution of this agreement.

### **3. RELATIONSHIP OF THE PARTIES**

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for five (5) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

3.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

#### 4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP 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. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Further, it is represented and warranted by School that all individuals providing service hereunder shall not at any time have been sanctioned by a health care regulatory agency and, finally, that investigatory activity relevant to this School shall be promptly reported through the hotline (above). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall unlawfully discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital: St. Jude Medical Center  
101 E. Valencia Mesa Drive  
Fullerton, CA 92835  
Attn: President & CEO

If to School: Santa Ana College  
Attn: Academic Fieldwork Coordinator

1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706

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

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

**ST. JUDE MEDICAL CENTER**

**“HOSPITAL”**

\_\_\_\_\_  
By: Katie Gonzalez  
Its CFO  
Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**“DISTRICT”**

\_\_\_\_\_  
By: Peter J. Hardash  
Title: Vice Chancellor, Business Operations/Fiscal Services

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santiago Canyon College –Student Services Division**

To: Board of Trustees	Date: February 24, 2020
Re: Approval of Memorandum of Understanding (MOU) with Strength in Support	
Action: Request for Renewal	

**BACKGROUND**

Since February 2015, Santiago Canyon College (SCC) has partnered with Strength In Support to provide mental health services as needed by veterans at Santiago Canyon College. Active duty military personnel and veterans constitute a large portion of the student population at Santiago Canyon College. Many reach our campus suffering from mental and emotional difficulties. In order to support veterans with transition to civilian life and with mental health issues, SCC has entered into a partnership with Strength in Support located in Laguna Hills, CA. A non-profit who provides veteran and military specific therapy. Strength in Support has agreed to continue to provide in kind counseling to the Veterans Service Office for four hours a week, with the possibility of expanding services depending on therapeutic outcomes.

**ANALYSIS**

This MOU addresses the commitments of both Santiago Canyon College, and Strength in Support in providing mental health services to active duty and veteran students. There is no financial obligation under the MOU and each party will bear the full cost incurred with performing said commitments.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the memorandum of understanding with Strength in Support.

Fiscal Impact: None	Board Date: February 24, 2020
Prepared by: Syed Rizvi, Vice President of Student Services	
Submitted by: John C. Hernandez, Ph.D., President	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

**MEMORANDUM OF UNDERSTANDING BETWEEN THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND STRENGTH  
IN SUPPORT**

This Memorandum of Understanding (MOU) is made and entered into as of **February 25, 2020** between THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD) on behalf of SANTIAGO CANYON COLLEGE (SCC) located at 8045 E. Chapman Avenue, Orange, California 92869 and STRENGTH IN SUPPORT (SIS) (TAX ID 46-1896501) 23046 Avenida de la Carlota, Suite 600 Laguna Hills, CA 92653 to continue a partnership that will focus on early identification, prevention, and treatment of mental health issues for veterans enrolled in the RSCCD district. Strength in Support will provide veteran focused mental health services and other psycho-educational programming as needed by veterans at Santiago Canyon College. All parties will jointly coordinate their efforts in the following manner to maximize the benefits of this mutual MOU:

1. SCC will provide an office space with a computer, a printer, and a telephone. SCC will also provide internet access.
2. SCC will help coordinate student transportation to off-site to SIS workshops as needed.
3. SIS will provide staffing at a minimum of 4 hours per week, with the option to expand based on the program needs. Project staff will work under the license of Strength in Support director and co-founder Jill Boultinghouse, MA, MFT (MFC Lic 38771); her resume is attached (Appendix I). All costs, including salary,

benefits and liability insurance will be covered by SIS. SCC will provide a parking permit for staff affiliated with SIS.

4. Student Services Coordinator overseeing the Veteran's Service Office (VSO) will serve as the on-site administrator for the program. All decisions regarding staffing and service delivery for SIS will be authorized through the site administrator and SIS director Jill Boultinghouse, or SIS designee.
5. Day to day operational issues will be handled by the on-site administrator. All SIS personnel issues will be immediately referred to Strength in Support director Jill Boultinghouse or anyone acting as her designee. Decisions regarding program development and planning will be a collaborative process addressed through the on-site administrator and the SIS director Jill Boultinghouse.
6. SCC VSO agrees to refer our student veterans needing counseling to SIS. Should the VSO want to expand services by providing more hours, or additional days SIS will be provided with the first right of refusal, and be consulted with before an offer is made to another organization.

This effort will be conducted within the following terms and conditions:

1. No funds are obligated under this MOU and each party shall bear the full cost it incurs in performing, managing and administering its responsibilities under this MOU.
2. The parties agree to communicate with each other on a regular basis, but at a minimum once a month, on subject matter relating to this MOU.
3. This MOU shall be effective for a period of one (1) year beginning on February 9, 2020. This MOU will be automatically renewed annually for a period of five



years unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.

4. All parties acknowledge that each is a party to the other, and nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and no party shall so hold itself out. No party hereto shall have the right to obligate or bind any other party in any manner whatsoever, and nothing contained in this MOU shall give or is intended to give any right of any kind to third persons.
5. RSCCD shall indemnify, defend, and hold SIS, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which the SIS's Board of Supervisors acts as the governing Board ("SIS INDEMNITEES") harmless from and against any and all liability, loss, expense, 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 or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions, including the actual or alleged sexual misconduct of RSCCD, its officers, employees, or agents.
6. SIS shall indemnify and hold RSCCD, its appointed officials, officers, employees, and agents harmless from and against any and all liability, loss, expense, 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, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions including the actual or alleged sexual

misconduct of SIS, its officers, employees, or agents.

7. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to claims or cause of action asserted. This Agreement may be terminated by either party with or without cause by providing thirty (30) days advance written notice.
8. SIS and RSCCD warrant that they are self-insured or maintain policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insure the perils of bodily injury, medical, professional liability and property damage.
9. Insurance. Both parties shall insure or self-insure its activities in connection with this Agreement and obtain, keep in force and maintain in 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's Worker's Compensation insurance on their 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. 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 may be requested by either party.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT/SANTIAGO  
CANYON COLLEGE

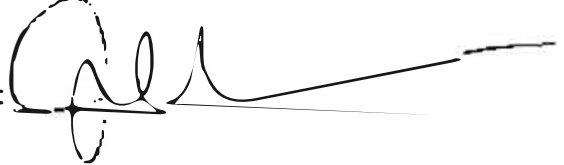
STRENGTH IN SUPPORT  
TAX ID: 46-1896501

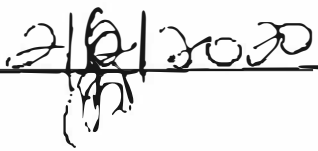
By (signatory): Peter J. Hardash  
Title: Vice Chancellor, Business Operations  
& Fiscal Services

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

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

By (signatory) Jill Boultinghouse  
Title: Executive Director & Co-founder

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

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College  
Academic Affairs Division

To:	Board of Trustees	Date: February 24, 2020
Re:	Approval of Clinical Affiliation Agreement for Athletic Training with Azusa Pacific University (APU)	
Action:	Request for Approval	

**BACKGROUND**

Students in the Accredited Azusa Pacific University Athletic Training Program are required to gain practical field experience and to apply the knowledge and skills learned in their collegiate classes. This clinical experience is gained by working in Athletic Training Facilities as well as attending athletic practices and events. The proposed clinical affiliation agreement with APU will yield appropriate clinical rotation activities through Santiago Canyon College to fulfill the requirements for the APU Athletic Training Program.

**ANALYSIS**

The clinical affiliation agreement covers the scope of program operations of the facility, as well as insurance and other issues relating to liability for both parties. The agreement carries no costs or other financial arrangements and is in effect for three (3) years unless otherwise terminated by either party.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the clinical affiliation agreement for athletic training with Azusa Pacific University (APU).

Fiscal Impact:	None	Board Date: February 24, 2020
Prepared by:	Marilyn Flores, Ph.D. Vice President of Academic Affairs Martin Stringer, Dean of Math and Sciences	
Submitted by:	John C. Hernandez, Ph.D. President, Santiago Canyon College	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



# AZUSA PACIFIC UNIVERSITY

---

## Master of Science in Athletic Training

---

### AFFILIATED CLINICAL SITE AGREEMENT

---

This agreement is entered into by and between Azusa Pacific University through its Department of Kinesiology Master of Science in Athletic Training Program (the "University"), and Rancho Santiago Community College District and their participating school Santiago Canyon College (the "Facility").

#### **Purpose of this agreement**

The University and the Facility recognize the importance of all aspects of the education of Athletic Training students. In developing the Master of Science in Athletic Training Program, the University has determined that a practicum ("internship") experience is a required and important component of the curriculum. Such a program will provide students with opportunities for off-campus experiences in a variety of athletic training settings and for interaction with practicing professionals in the field. It is in the interest of both the University and the Facility to provide an internship setting which challenges the students to use their athletic training skills and knowledge. An internship program will allow students opportunities to observe and understand different philosophies of health care for the physically active. The University desires the cooperation of the Facility in the development and implementation of the internship phase of its Athletic Training curriculum. The Facility recognizes its professional responsibility to participate in the education of the University's Athletic Training students, and the Facility desires to join the University in development and implementation of the internship phase of the University's Athletic Training curriculum. In consideration of these interests, and the mutual agreements set forth in this agreement, the University and the Facility enter into this Agreement on the following terms and conditions:

#### **A. The University and the Facility mutually agree:**

1. To establish and agree upon the educational objectives for the internship program and devise methods for their implementation and evaluation to determine the effectiveness of the internship experience.
2. To make no unlawful distinction among students covered by this Agreement on the basis of race, color, religion, national origin, gender, age, disability, status as a veteran, or other classification protected by the laws of the United States of America.

#### **B. The University agrees:**

1. To appoint a faculty member as the coordinator of the internship program (referred to as the "Clinical Education Coordinator"), responsible for serving as the liaison between the University and the Facility and administering the University's responsibilities related to the internship program.
2. To recommend to the Facility those employees of the Facility who meet the Commission on Accreditation of Athletic Training Education (CAATE) standards for "Preceptor", and who demonstrate interest in supervising the University's Athletic Training students and the planning and implementation of the students' internship experience at the Facility.
3. To assume responsibility for assuring compliance with applicable educational standards, and to refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum with a "C" or better. The Clinical Education Coordinator shall monitor the progress of the student throughout the internship and remain available as a resource to the student intern as required. The University shall establish the criteria for evaluating the internship, maintain communication with the Facility's preceptors (defined below in Section C.1), debrief the student intern, and record and maintain the course grade in the office of the University Registrar's Office. The Clinical Education Coordinator

shall, as necessary, accumulate and evaluate the information and evaluative material provided by the student intern and the Facility. This evaluative material will be used to determine the educational effectiveness of the Facility and the preceptor(s) employed by the Facility, as well as to make decisions regarding the continuation or temporary discontinuation of the Facility as an internship site.

4. To establish and maintain ongoing communication with the Facility on items pertinent to Athletic Training education.
5. To notify the Facility, at a time mutually agreed upon, of its planned schedule of student assignment, including the name of the student, level of academic preparation, and any logistical requirements of the internship program, including the dates and length of the internship assignment.
6. To inform the students of any requirements maintained by the Facility for acceptance into the internship program (i.e., health status), and to advise assigned students regarding appropriate health and professional liability insurance. (All students will be covered by the University's group professional liability insurance as required by the terms of this Agreement, but that coverage does not apply outside of the United States. Accordingly, the University will work with the Facility in international placements to determine what coverage is required, and, if necessary, instruct the students as to their insurance or liability obligations in such placements.)
7. To notify assigned students that they are required to:
  - Comply with all policies and procedures of the site;
  - Conduct themselves in a professional manner at all times, which includes maintaining confidentiality, respect for the patients and co-workers, ethical practices, proper attire, and an open attitude toward new techniques and ideas;
  - Establish high standards for themselves in all areas including treating others with a Christ-like servant attitude, and seeking to develop and provide excellence in leadership;
  - Complete a site evaluation at the end of the internship;
  - Notify the Clinical Education Coordinator with any concerns or problems which arise at the site;
  - Meet all deadlines for reports, assignments, etc.;
  - Document all hours spent at the site, including duties performed;
  - Have current University vaccines; and
  - Have current First Aid and CPR certifications.
8. To supply the Facility's Site Supervisor/Preceptor(s) (defined below) with any forms or other tools to be used in evaluating the performance of the assigned students or to accept in its discretion the forms regularly used by the Facility.
9. To require assigned students to provide, prior to the commencement of their clinical experience at the Facility, such confidential or other information as may be required by the Facility or deemed necessary for the training and guidance of the student.

### **C. The Facility agrees:**

1. To designate as Site Supervisor/Preceptor(s) the staff member(s) responsible for (1) serving as the liaison between the University and the Facility, and administering the Facility's responsibilities related to the internship program; and (2) supervision of the assigned students and planning and implementation of the assigned students' clinical experience, subject to the University's approval. All staff members designated as Site Supervisor/Preceptor(s) shall meet the standards established by the Commission on Accreditation of Athletic Training Education (CAATE) for "Preceptor" which includes: (1) Be credentialed by the state in a health care profession; (2) Not be currently enrolled in the professional Master of Science in Athletic Training Program at the institution; (3) Receive planned and ongoing education from the program designed to promote a constructive learning environment. (For the Facility's convenience, the CAATE standards applicable to "Preceptor" are provided in the attached Addendum). . The parties further acknowledge and agree that Facility preceptors act as Facility employees, not University employees, when supervising the University's students. It is acknowledged and agreed that since the University has no employer/employee relationship with the Facility employees acting as preceptors, the University will not, and is not obligated to provide any compensation or to make any other payments to the Facility employee or to the Facility on behalf of the Facility employee.

2. To provide the Facility's preceptors with sufficient time to supervise, plan and implement the internship experience including, when feasible, time to attend relevant meetings and conferences.
3. To provide the environment, including physical facilities and equipment, necessary to conduct the internship experience, and to comply with applicable OSHA standards and guidelines. The Facility shall also provide an environment of equal opportunity for all students and interns, free of prejudice, bias, or harassment, and to take affirmative steps to train and instruct the Facility preceptors to assure that these responsibilities are clearly understood.
4. To make available to the University a written description of the planned educational program (including objectives) to be followed during the internship experience, and to advise the University of any changes in its personnel, operation or policies which may affect internship experiences.
5. To determine the number of students on internship assignments which it can accommodate during a given period of time, and, during the internship, develop and publish a schedule of when the student intern is expected to be at the site that is within the limits of the student's course requirements and mutually agreed upon by the student.
6. To provide the assigned students, whenever possible, with use of all educational resources reasonably necessary to carry out their responsibilities in the internship program, including books and journal for references and computer access (if available at the site). The Facility shall assign the student intern to challenging tasks whenever possible within the limits of his/her abilities, and to allow the student intern the maximum opportunity to grow through the use of skills acquired and the exercise of judgment in making decisions.
7. To provide each assigned student with a copy of the Facility's existing pertinent rules, regulations and policies with which the student is expected to comply. The Facility shall instruct student interns as to emergency procedures, protocol for suspected exposure to blood-borne pathogens, confidentiality, facility care and maintenance, record-keeping, dress code, and any other issues specific to the site. At all times, the Facility preceptors shall maintain an atmosphere of professionalism by pursuing excellence in technical performance of job-related duties, and maintaining honorable and respectful relationships with all persons at the site. The Facility will seek to embody both the technical and relationship aspects of professionalism in the Athletic Training and other medical fields.
8. To make available, whenever possible, emergency health care for the student intern. The student intern will otherwise be responsible for his or her own health care.
9. To meet with the student intern periodically to inform her/him of her/his progress and to complete regularly scheduled paper or web-based evaluations provided by the University. The completed final evaluation will be forwarded to the University within one (1) week following conclusion of the student's internship experience.
10. To maintain communication with the Clinical Education Coordinator regarding each assigned student's progress and any concerns or problems that may arise, and to advise the University, at least by mid-rotation of any serious deficiency noted in the ability of an assigned student to progress toward achievement of the stated objectives of the internship experience. The Facility's preceptors shall devise a plan by which assigned students may be assisted to achieve their stated objectives. The preceptors shall identify in detail the strengths exhibited by the students during the internship period as well as those areas where improvement is required.
11. To have and reasonably exercise the right to terminate any student intern whose health or performance is a detriment to student well-being or to achievement of the stated objectives of the internship experience. Prior to such termination, the Facility shall notify the Clinical Education Coordinator of any health or performance concerns it may have about a student.
12. To support continuing education and professional growth and development of those staff who are responsible for student supervision.
13. To comply with all U.S. Federal and State, as well as local laws and ordinances concerning the confidentiality of student records, and not to disclose such records except to University and Facility officials who have a legitimate need to know consistent with their official responsibilities.

14. To permit on-site inspection by the University in order for the University to evaluate internship program progress and quality, including consistent direct supervision of the student by a Facility employee who is a certified athletic trainer or qualified health professional.

#### **D. General Terms and Conditions**

1. **Length of Term:** This Agreement shall be effective for a period of **three (3) years** when executed by both parties. This Agreement will be automatically renewed for an additional two (2) one-year terms after appropriate review by both parties unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the initial three (3) year term or the initial one (1) year renewal.
2. **Status of Students:** The employment status of students and the responsibility for insurance coverage for student activities depends upon the status of the students as set forth below:
  - (a) Students Participating in Unpaid Internship not at Student's Place of Employment: It is understood by the parties that the University's students are fulfilling specific requirements for internship experiences as part of a degree requirement, and therefore, the University's students do not thereby become employees or agents of either the Facility or the University by virtue of their internship training. The University shall be responsible for providing general liability and professional liability coverage for such students, pursuant to Section D.4 (Insurance) of this Agreement.
  - (b) Students Participating in Unpaid Internship at Student's Place of Employment: It is understood by the parties that the University and Facility shall keep the internship training and work duties of the University's students strictly separate. The University shall be responsible for providing general liability and professional liability coverage for such students' internship training, pursuant to Section D.4 (Insurance) of this Agreement, and the Facility shall be responsible for providing insurance coverage for such students' activities as an employee.
  - (c) Students Participating in Paid Internship: If the University's students are provided with a nominal stipend from the Facility intended to reimburse them for estimated expenses related to their internship training, the University's students do not thereby become employees or agents of the Facility, and the University shall be responsible for providing general liability and professional liability coverage for such students pursuant to Section D.4 (Insurance) of this Agreement; however, Facility shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's students are paid by the Facility for their services, then they become employees of the Facility, and Facility is responsible for all employee obligations and for insuring the activities of such students, notwithstanding Section D.4 (Insurance) of this Agreement; in addition, Section D.3 (Indemnification) shall not apply to either party.

Facility is at all times responsible for care and supervision of its patients.

3. **Indemnification:** The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to persons or property, and all costs, expenses and reasonable attorneys' fees incurred in connection therewith, caused by the negligent acts of the indemnifying party, its agents or employees arising out of the performance of this Agreement.
4. **Insurance:** Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain Workers' Compensation including Employer's Liability insurance for its employees as required under the laws of the State of California. In addition, each party to this Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder with respect to the acts and omissions of each respective party and its employees, agents, and/or students, which shall include, but not be limited to: (1) comprehensive general liability; and (2) professional liability. The general liability insurance shall have a minimum coverage of US \$1,000,000 per occurrence and US \$3,000,000 aggregate. The professional liability insurance shall carry a single limit of not less than US \$1,000,000 per occurrence and US \$3,000,000 aggregate.



5. **Notices:** Any and all notices required or permitted under this Agreement must be in writing, with a reference to this Agreement (and any specific provisions of this Agreement at issue or under which notice is being given). Any of the parties may change the contact information to be used for the purpose of giving notice under this Agreement by giving written notice of such change to the other party, as provided in this section. Notices must be addressed and delivered as follows:

<p><u>To the University:</u>  Clinical Education Coordinator  Master of Science in Athletic Training Program  Department of Kinesiology  Azusa Pacific University  701 East Foothill Boulevard, P.O. Box 7000  Azusa, California 91702  Fax: (626) 815-5084</p> <p><u>(With a copy to):</u>  Office of General Counsel  Azusa Pacific University  901 East Alost Avenue, P.O. Box 7000  Azusa, California 91702  Fax: (626) 334-0718</p>	<p><u>To the Facility:</u>    <b>Department of Math and Science/Athletics</b>  <b>Santiago Canyon College</b>  <b>8045 East Chapman Ave</b>  <b>Orange, CA 92869</b>  <b>Fax: (714) 633-4786</b></p>
--	--

Notice shall be deemed effective only: (a) upon delivery when personally delivered; (b) on the next business day after deposit with a globally recognized commercial overnight carrier for overnight delivery, with written verification of receipt; (c) on the third business day after having been sent by registered or certified mail, return receipt requested, with written verification of receipt; or (d) on the next business day after having been sent by facsimile, with written verification of receipt, provided that a copy of such notice also is sent by registered or certified mail.

6. **No Third-Party Beneficiary Rights:** This agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
7. **Termination:** If either party wishes to terminate this Agreement prior to the end of its normal term, ninety (90) days written notice shall be given to the other party, provided that any such termination by the Facility shall not be effective as to any students participating in the internship at the date of mailing said notice, until such student has completed their assigned internship experience at the Facility.
8. **Assignment:** This Agreement or any part hereof shall not be assigned or otherwise transferred by any party without the prior written consent of the other parties. Any assignment attempted without such consent shall be void.
9. **Modifications:** No modification or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.
10. **Relationship of Parties:** The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be construed as creating a partnership, joint venture, or agency relationship between any of the parties and no party shall have the authority to bind the other party in any respect.
11. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
12. **Entire Agreement:** This Agreement shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either party. This Agreement may be amended only in writing signed by each of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to this Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

<b><u>FACILITY:</u></b>  <b>SANTIAGO CANYON COLLEGE</b> 8045 East Chapman Ave Orange, California 92869  _____ Signature  By: <u>Peter J. Hardash</u>  Its [official title]: <u>Vice Chancellor, Business</u> <u>Operations/Fiscal Services</u>	<b><u>UNIVERSITY:</u></b>  <b>AZUSA PACIFIC UNIVERSITY</b> 901 East Alostia Avenue, P.O. Box 7000 Azusa, California 91702-7000  _____ Signature  By: _____  Its [official title]: _____
--	--

PLEASE SUBMIT THIS COMPLETED APPLICATION TO:

Christy Gendron, DAT, ATC  
Clinical Education Coordinator  
Master of Science in Athletic Training Program  
Department of Kinesiology  
Azusa Pacific University  
701 East Foothill Blvd  
PO Box 7000  
Azusa, CA 91702  
Phone: (626) 815-6000 x 5807  
Fax: (626) 815-5084  
E-mail: [chancock@apu.edu](mailto:chancock@apu.edu)

## **ADDENDUM**

### **Commission on Accreditation of Athletic Training Standards for Preceptors**

#### Preceptor

- Preceptor Responsibilities: A preceptor must function to:
  - Supervise students during clinical education;
  - Provide instruction and assessment of the current knowledge, skills, and clinical abilities designated by the Commission;
  - Provide instruction and opportunities for the student to develop clinical integration proficiencies, communication skills and clinical decision-making during actual patient/client care;
  - Provide assessment of athletic training students' clinical integration proficiencies, communication skills and clinical decision-making during actual patient/client care;
  - Facilitate the clinical integration of skills, knowledge, and evidence regarding the practice of athletic training;
  - Demonstrate understanding of and compliance with the program's policies and procedures.
  
- Preceptor Qualification: A preceptor must:
  - Be credentialed by the state in a health care profession;
  - Not be currently enrolled in the professional athletic training education program at the institution;
  - Receive planned and ongoing education from the program designed to promote a constructive learning environment.

Checks Written for Period 01/22/20 Thru 02/07/20

<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>
1A2001425	SAC Diversified Agency Fund	670.00	0.00	670.00	1A*0002208	1A*0002210
1A2001531	SAC Diversified Agency Fund	2,831.22	0.00	2,831.22	1A*0002211	1A*0002222
1A2002207	SAC Diversified Agency Fund	7,031.72	0.00	7,031.72	1A*0002223	1A*0002236
<b>Total 1A SAC Diversified Agency Fund</b>		<b><u><u>\$10,532.94</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$10,532.94</u></u></b>		

Checks Written for Period 01/22/20 Thru 02/07/20

<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>
1B2001531	SAC Bookstore Fund	39,772.69	262.50	39,510.19	1B*0002274	1B*0002291
1B2002207	SAC Bookstore Fund	71,421.49	0.00	71,421.49	1B*0002292	1B*0002312
<b>Total 1B SAC Bookstore Fund</b>		<b><u>\$111,194.18</u></b>	<b><u>\$262.50</u></b>	<b><u>\$110,931.68</u></b>		

Checks Written for Period 01/22/20 Thru 02/07/20

<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>
1C2001531	SAC Community Education Fund	7,208.89	0.00	7,208.89	1C*0001241	1C*0001248
<b>Total 1C SAC Community Education Fund</b>		<u><u>\$7,208.89</u></u>	<u><u>\$0.00</u></u>	<u><u>\$7,208.89</u></u>		

Checks Written for Period 01/22/20 Thru 02/07/20

<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>
1S2001531	SAC Associated Students Fund	2,748.69	0.00	2,748.69	1S*0001646	1S*0001649
1S2002207	SAC Associated Students Fund	1,700.09	0.00	1,700.09	1S*0001650	1S*0001653
<b>Total 1S SAC Associated Students Fund</b>		<b><u><u>\$4,448.78</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$4,448.78</u></u></b>		

Checks Written for Period 01/22/20 Thru 02/07/20

<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>
1T2001425	SAC Diversified Trust Fund	3,655.00	0.00	3,655.00	1T*0001828	1T*0001829
1T2001531	SAC Diversified Trust Fund	11,265.76	0.00	11,265.76	1T*0001830	1T*0001836
1T2002207	SAC Diversified Trust Fund	3,381.45	0.00	3,381.45	1T*0001837	1T*0001841
<b>Total 1T SAC Diversified Trust Fund</b>		<u><u>\$18,302.21</u></u>	<u><u>\$0.00</u></u>	<u><u>\$18,302.21</u></u>		



**SUMMARY**

Total Fund 1A SAC Diversified Agency Fund	10,532.94
Total Fund 1B SAC Bookstore Fund	110,931.68
Total Fund 1C SAC Community Education Fu	7,208.89
Total Fund 1S SAC Associated Students Fun	4,448.78
Total Fund 1T SAC Diversified Trust Fund	18,302.21
<b>Grand Total:</b>	<b><u><u>\$151,424.50</u></u></b>

Checks Written for Period 01/22/20 Thru 02/07/20

<b>Register #</b>	<b>Fund Title</b>	<b>Amount</b>	<b>Voided Checks</b>	<b>Adjusted Amount</b>	<b>Beg Check #</b>	<b>End Check #</b>
2A2001531	SCC Diversified Agency Fund	1,303.87	0.00	1,303.87	2A*0001668	2A*0001672
2A2002207	SCC Diversified Agency Fund	3,364.17	0.00	3,364.17	2A*0001673	2A*0001682
<b>Total 2A SCC Diversified Agency Fund</b>		<b><u>\$4,668.04</u></b>	<b><u>\$0.00</u></b>	<b><u>\$4,668.04</u></b>		

Checks Written for Period 01/22/20 Thru 02/07/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2B2001425	SCC Bookstore Fund	52,943.65	0.00	52,943.65	2B*0002085	2B*0002100
2B2001531	SCC Bookstore Fund	39,085.23	17,066.32	22,018.91	2B*0002101	2B*0002115
2B2002207	SCC Bookstore Fund	10,297.92	0.00	10,297.92	2B*0002116	2B*0002120
<b>Total 2B SCC Bookstore Fund</b>		<b>\$102,326.80</b>	<b>\$17,066.32</b>	<b>\$85,260.48</b>		

Checks Written for Period 01/22/20 Thru 02/07/20

<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>
2C2002207	SCC Community Education Fund	708.72	0.00	708.72	2C*0001176	2C*0001178
<b>Total 2C SCC Community Education Fund</b>		<u><u>\$708.72</u></u>	<u><u>\$0.00</u></u>	<u><u>\$708.72</u></u>		

Checks Written for Period 01/22/20 Thru 02/07/20

<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>
2R2002207	SCC Represenation Fee Fund	4,759.60	0.00	4,759.60	2R*0001035	2R*0001036
<b>Total 2R SCC Represenation Fee Fund</b>		<b><u>4,759.60</u></b>	<b><u>\$0.00</u></b>	<b><u>4,759.60</u></b>		

Checks Written for Period 01/22/20 Thru 02/07/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2S2002207	SCC Associated Students Fund	6,362.46	0.00	6,362.46	2S*0001391	2S*0001402
<b>Total 2S SCC Associated Students Fund</b>		<b><u>\$6,362.46</u></b>	<b><u>\$0.00</u></b>	<b><u>\$6,362.46</u></b>		

Checks Written for Period 01/22/20 Thru 02/07/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
2T2001531	SCC Diversified Trust Fund	3,725.94	193.33	3,532.61	2T*0001427	2T*0001435
2T2002207	SCC Diversified Trust Fund	5,479.10	0.00	5,479.10	2T*0001436	2T*0001446
<b>Total 2T SCC Diversified Trust Fund</b>		<b><u>\$9,205.04</u></b>	<b><u>\$193.33</u></b>	<b><u>\$9,011.71</u></b>		

**SUMMARY**

Total Fund 2A SCC Diversified Agency Fund	4,668.04
Total Fund 2B SCC Bookstore Fund	85,260.48
Total Fund 2C SCC Community Education Fu	708.72
Total Fund 2R SCC Representation Fee Fund	4,759.60
Total Fund 2S SCC Associated Students Fun	6,362.46
Total Fund 2T SCC Diversified Trust Fund	9,011.71
<b>Grand Total:</b>	<b><u><u>\$110,771.01</u></u></b>



Checks Written for Period 01/22/20 Thru 02/07/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68046	General Fund Unrestricted	0.00	496.87	-496.87	92*0529936	92*0529936
68055	General Fund Unrestricted	0.00	210.00	-210.00	92*0530084	92*0530084
68068	General Fund Unrestricted	0.00	37.93	-37.93	92*0530228	92*0530228
68116	General Fund Unrestricted	0.00	75.00	-75.00	92*0531238	92*0531238
68126	General Fund Unrestricted	0.00	1,650.52	-1,650.52	92*0531433	92*0531435
68135	General Fund Unrestricted	24,758.30	0.00	24,758.30	92*0531521	92*0531546
68136	General Fund Unrestricted	491.61	0.00	491.61	92*0531550	92*0531550
68139	General Fund Unrestricted	595.00	0.00	595.00	92*0531564	92*0531564
68142	General Fund Unrestricted	1,219.90	435.38	784.52	92*0531579	92*0531581
68143	General Fund Unrestricted	17,373.01	0.00	17,373.01	92*0531594	92*0531607
68150	General Fund Unrestricted	397,754.27	0.00	397,754.27	92*0531638	92*0531675
68151	General Fund Unrestricted	161,636.48	0.00	161,636.48	92*0531676	92*0531717
68152	General Fund Unrestricted	103,694.80	0.00	103,694.80	92*0531719	92*0531749
68153	General Fund Unrestricted	832.41	0.00	832.41	92*0531758	92*0531759
68154	General Fund Unrestricted	15,853.90	0.00	15,853.90	92*0531761	92*0531804
68157	General Fund Unrestricted	70,813.61	0.00	70,813.61	92*0531825	92*0531862
68158	General Fund Unrestricted	1,658.42	0.00	1,658.42	92*0531865	92*0531870
68159	General Fund Unrestricted	4,196.66	0.00	4,196.66	92*0531891	92*0531898
68160	General Fund Unrestricted	59,296.87	0.00	59,296.87	92*0531920	92*0531944
68161	General Fund Unrestricted	8,806.90	0.00	8,806.90	92*0531946	92*0531974
68162	General Fund Unrestricted	1,078.14	0.00	1,078.14	92*0531982	92*0531986
68168	General Fund Unrestricted	67.78	0.00	67.78	92*0532013	92*0532016
68170	General Fund Unrestricted	7,902.23	0.00	7,902.23	92*0532020	92*0532041
68171	General Fund Unrestricted	925.07	925.07	0.00	92*0532043	92*0532043
68172	General Fund Unrestricted	21,976.10	0.00	21,976.10	92*0532044	92*0532065
68173	General Fund Unrestricted	43,089.38	0.00	43,089.38	92*0532066	92*0532091
68180	General Fund Unrestricted	40,727.59	0.00	40,727.59	92*0532108	92*0532143
68181	General Fund Unrestricted	72,423.71	0.00	72,423.71	92*0532156	92*0532168
68182	General Fund Unrestricted	39,554.47	0.00	39,554.47	92*0532189	92*0532203
68183	General Fund Unrestricted	10,000.00	0.00	10,000.00	92*0532204	92*0532204
68184	General Fund Unrestricted	548.40	0.00	548.40	92*0532205	92*0532205
68188	General Fund Unrestricted	8,775.18	0.00	8,775.18	92*0532214	92*0532242
68189	General Fund Unrestricted	2,407,660.81	0.00	2,407,660.81	92*0532246	92*0532270
68190	General Fund Unrestricted	49,431.57	0.00	49,431.57	92*0532274	92*0532292
<b>Total Fund 11 General Fund Unrestricted</b>		<b><u>\$3,573,142.57</u></b>	<b><u>\$3,830.77</u></b>	<b><u>\$3,569,311.80</u></b>		

Checks Written for Period 01/22/20 Thru 02/07/20

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68091	General Fund Restricted	0.00	25.06	-25.06	92*0530792	92*0530792
68129	General Fund Restricted	0.00	199.00	-199.00	92*0531477	92*0531477
68135	General Fund Restricted	229,485.01	0.00	229,485.01	92*0531522	92*0531544
68136	General Fund Restricted	4,952.10	0.00	4,952.10	92*0531547	92*0531561
68139	General Fund Restricted	36,244.71	0.00	36,244.71	92*0531565	92*0531565
68142	General Fund Restricted	57,471.51	0.00	57,471.51	92*0531570	92*0531593
68143	General Fund Restricted	37,508.81	0.00	37,508.81	92*0531598	92*0531600
68150	General Fund Unrestricted	10,813.00	0.00	10,813.00	92*0531666	92*0531666
68151	General Fund Restricted	57,528.21	0.00	57,528.21	92*0531677	92*0531705
68152	General Fund Restricted	18,676.12	0.00	18,676.12	92*0531732	92*0531747
68153	General Fund Restricted	732,780.48	0.00	732,780.48	92*0531750	92*0531760
68157	General Fund Restricted	33,842.49	0.00	33,842.49	92*0531824	92*0531844
68158	General Fund Restricted	347,925.08	0.00	347,925.08	92*0531863	92*0531889
68159	General Fund Restricted	10,158.38	0.00	10,158.38	92*0531890	92*0531916
68160	General Fund Restricted	41,227.88	0.00	41,227.88	92*0531918	92*0531940
68161	General Fund Restricted	29,602.44	0.00	29,602.44	92*0531945	92*0531975
68162	General Fund Restricted	925.83	0.00	925.83	92*0531976	92*0531988
68170	General Fund Restricted	37,279.63	0.00	37,279.63	92*0532028	92*0532036
68172	General Fund Unrestricted	832.56	0.00	832.56	92*0532049	92*0532052
68173	General Fund Restricted	594,082.23	0.00	594,082.23	92*0532068	92*0532086
68180	General Fund Restricted	9,625.61	0.00	9,625.61	92*0532107	92*0532141
68181	General Fund Restricted	8,980.00	0.00	8,980.00	92*0532144	92*0532188
68182	General Fund Restricted	694.12	0.00	694.12	92*0532196	92*0532201
68188	General Fund Restricted	448,184.73	0.00	448,184.73	92*0532210	92*0532244
68189	General Fund Restricted	184,830.48	0.00	184,830.48	92*0532249	92*0532272
68190	General Fund Restricted	102,215.61	0.00	102,215.61	92*0532273	92*0532290
<b>Total Fund 12 General Fund Restricted</b>		<b>\$3,035,867.02</b>	<b>\$224.06</b>	<b>\$3,035,642.96</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68068	GF Unrestricted One-Time Func	0.00	1,215.04	-1,215.04	92*0530220	92*0530220
68083	General Fund Unrestricted	0.00	1,390.77	-1,390.77	92*0530588	92*0530588
68142	GF Unrestricted One-Time Func	322.06	0.00	322.06	92*0531590	92*0531590
68143	General Fund Unrestricted	2,716.60	0.00	2,716.60	92*0531602	92*0531603
68152	GF Unrestricted One-Time Func	6,360.37	0.00	6,360.37	92*0531718	92*0531739
68159	GF Unrestricted One-Time Func	48,620.62	0.00	48,620.62	92*0531892	92*0531917
68160	General Fund Unrestricted	3,890.90	0.00	3,890.90	92*0531936	92*0531941
68161	GF Unrestricted One-Time Func	15,658.10	0.00	15,658.10	92*0531947	92*0531966
68162	GF Unrestricted One-Time Func	16,986.48	0.00	16,986.48	92*0531977	92*0531980
68170	GF Unrestricted One-Time Func	157.19	0.00	157.19	92*0532042	92*0532042
68172	GF Unrestricted One-Time Func	3,905.73	0.00	3,905.73	92*0532046	92*0532051
68180	GF Unrestricted One-Time Func	20,481.33	0.00	20,481.33	92*0532129	92*0532140
68182	GF Unrestricted One-Time Func	1,284.03	0.00	1,284.03	92*0532195	92*0532197
68188	GF Unrestricted One-Time Func	11,106.46	0.00	11,106.46	92*0532211	92*0532237
68189	GF Unrestricted One-Time Func	7,600.00	0.00	7,600.00	92*0532245	92*0532245
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b>\$139,089.87</b>	<b>\$2,605.81</b>	<b>\$136,484.06</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68137	Child Development Fund	7,729.00	0.00	7,729.00	92*0531562	92*0531562
68141	Child Development Fund	317.49	32.48	285.01	92*0531567	92*0531569
68144	Child Development Fund	1,477.04	0.00	1,477.04	92*0531608	92*0531610
68145	Child Development Fund	1,477.58	0.00	1,477.58	92*0531611	92*0531622
68155	Child Development Fund	11,564.23	0.00	11,564.23	92*0531805	92*0531821
68163	Child Development Fund	6,420.94	0.00	6,420.94	92*0531989	92*0532001
68169	Child Development Fund	2,558.24	0.00	2,558.24	92*0532017	92*0532019
68174	Child Development Fund	668.68	0.00	668.68	92*0532092	92*0532093
68175	Child Development Fund	808.21	0.00	808.21	92*0532094	92*0532095
68185	Child Development Fund	178.95	0.00	178.95	92*0532206	92*0532206
68191	Child Development Fund	895.60	0.00	895.60	92*0532293	92*0532294
<b>Total Fund 33 Child Development Fund</b>		<b>\$34,095.96</b>	<b>\$32.48</b>	<b>\$34,063.48</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68138	Capital Outlay Projects Fund	26,337.00	0.00	26,337.00	92*0531563	92*0531563
68146	Capital Outlay Projects Fund	134,452.68	0.00	134,452.68	92*0531623	92*0531631
68156	Capital Outlay Projects Fund	5,178.69	0.00	5,178.69	92*0531822	92*0531823
68164	Capital Outlay Projects Fund	62,289.79	0.00	62,289.79	92*0532002	92*0532004
68176	Capital Outlay Projects Fund	106,331.00	0.00	106,331.00	92*0532096	92*0532102
<b>Total Fund 41 Capital Outlay Projects Fun</b>		<b>\$334,589.16</b>	<b>\$0.00</b>	<b>\$334,589.16</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68147	Bond Fund, Measure Q	26,689.91	0.00	26,689.91	92*0531632	92*0531635
68165	Bond Fund, Measure Q	36,739.04	0.00	36,739.04	92*0532005	92*0532008
68177	Bond Fund, Measure Q	1,127,900.79	0.00	1,127,900.79	92*0532103	92*0532103
68178	Bond Fund, Measure Q	56,649.00	0.00	56,649.00	92*0532104	92*0532105
<b>Total Fund 43 Bond Fund, Measure Q</b>		<b>\$1,247,978.74</b>	<b>\$0.00</b>	<b>\$1,247,978.74</b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
68148	Property and Liability Fund	33,575.70	0.00	33,575.70	92*0531636	92*0531636
68166	Property and Liability Fund	16,175.31	0.00	16,175.31	92*0532009	92*0532011
68186	Property and Liability Fund	3,190.15	0.00	3,190.15	92*0532207	92*0532207
<b>Total Fund 61 Property and Liability Fund</b>		<b><u>\$52,941.16</u></b>	<b><u>\$0.00</u></b>	<b><u>\$52,941.16</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
67843	Workers' Compensation Fund	0.00	1,837.50	-1,837.50	92*0526757	92*0526757
68140	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0531566	92*0531566
68149	Workers' Compensation Fund	235.72	0.00	235.72	92*0531637	92*0531637
68167	Workers' Compensation Fund	488.89	0.00	488.89	92*0532012	92*0532012
68179	Workers' Compensation Fund	1,463.67	0.00	1,463.67	92*0532106	92*0532106
68192	Workers' Compensation Fund	14,715.17	0.00	14,715.17	92*0532295	92*0532295
<b>Total Fund 62 Workers' Compensation Fu</b>		<b>\$18,740.95</b>	<b>\$1,837.50</b>	<b>\$16,903.45</b>		



Checks Written for Period 01/22/20 Thru 02/07/20

---

68187	Student Financial Aid Fund	27,576.00	0.00	27,576.00	92*0532208	92*0532209
<b>Total Fund 74 Student Financial Aid Fund</b>		<u><u>\$27,576.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$27,576.00</u></u>		

---

**SUMMARY**

Total Fund 11 General Fund Unrestricted	3,569,311.80
Total Fund 12 General Fund Restricted	3,035,642.96
Total Fund 13 GF Unrestricted One-Time Fund	136,484.06
Total Fund 33 Child Development Fund	34,063.48
Total Fund 41 Capital Outlay Projects Fund	334,589.16
Total Fund 43 Bond Fund, Measure Q	1,247,978.74
Total Fund 61 Property and Liability Fund	52,941.16
Total Fund 62 Workers' Compensation Fund	16,903.45
Total Fund 74 Student Financial Aid Fund	27,576.00
Grand Total:	<u><u>\$8,455,490.81</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**BUDGET BOARD REPORT**  
**From 01/22/2020 To 02/09/2020**  
**Board Meeting on 02/24/2020**

**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.

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>		
1000 ACADEMIC SALARIES		4,079,818
2000 CLASSIFIED SALARIES	250	
3000 EMPLOYEE BENEFITS	80	
4000 SUPPLIES & MATERIALS		12,850
5000 OTHER OPERATING EXP & SERVICES		462,083
6000 CAPITAL OUTLAY	5,000	
7900 RESERVE FOR CONTINGENCIES	4,549,421	
<b>Total Transfer Fund 11</b>	<b>\$4,554,751</b>	<b>\$4,554,751</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
1000 ACADEMIC SALARIES		8,799
2000 CLASSIFIED SALARIES	23,611	
3000 EMPLOYEE BENEFITS		36,674
4000 SUPPLIES & MATERIALS		74,452
5000 OTHER OPERATING EXP & SERVICES		74,645
6000 CAPITAL OUTLAY	172,310	
7000 OTHER OUTGO		1,351
<b>Total Transfer Fund 12</b>	<b>\$195,921</b>	<b>\$195,921</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>		
1000 ACADEMIC SALARIES		34,849
2000 CLASSIFIED SALARIES		4,000
3000 EMPLOYEE BENEFITS		8,251
4000 SUPPLIES & MATERIALS		25,000
5000 OTHER OPERATING EXP & SERVICES		77,059
6000 CAPITAL OUTLAY		5,841
7900 RESERVE FOR CONTINGENCIES	155,000	
<b>Total Transfer Fund 13</b>	<b>\$155,000</b>	<b>\$155,000</b>
<b><u>Fund 33: Child Development Fund</u></b>		
1000 ACADEMIC SALARIES		14,326
2000 CLASSIFIED SALARIES	14,326	
5000 OTHER OPERATING EXP & SERVICES	334	
6000 CAPITAL OUTLAY		334
<b>Total Transfer Fund 33</b>	<b>\$14,660</b>	<b>\$14,660</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>		
6000 CAPITAL OUTLAY		2,000,000
7900 RESERVE FOR CONTINGENCIES	2,000,000	
<b>Total Transfer Fund 41</b>	<b>\$2,000,000</b>	<b>\$2,000,000</b>
<b><u>Fund 72: Representation Fee Trust Fund</u></b>		
5000 OTHER OPERATING EXP & SERVICES		300
7900 RESERVE FOR CONTINGENCIES	300	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 01/22/2020 To 02/09/2020  
Board Meeting on 02/24/2020**

**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.

<b>BUDGET TRANSFERS</b>		<u>From</u>	<u>To</u>
<b>Total Transfer Fund 72</b>		<b>\$300</b>	<b>\$300</b>
<b><u>Fund 79: Diversified Trust Fund</u></b>			
5000	OTHER OPERATING EXP & SERVICES		2,790
7900	RESERVE FOR CONTINGENCIES	2,790	
<b>Total Transfer Fund 79</b>		<b>\$2,790</b>	<b>\$2,790</b>
<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
8600	STATE REVENUES	(678,312)	
8800	LOCAL REVENUES	125,000	
1000	ACADEMIC SALARIES		(3,315)
2000	CLASSIFIED SALARIES		121,082
3000	EMPLOYEE BENEFITS		41,080
4000	SUPPLIES & MATERIALS		(143,822)
5000	OTHER OPERATING EXP & SERVICES		(70,737)
7000	OTHER OUTGO		(497,600)
<b>Total Transfer Fund 12</b>		<b>\$(553,312)</b>	<b>\$(553,312)</b>
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
8600	STATE REVENUES	500,000	
7000	OTHER OUTGO		500,000
<b>Total Transfer Fund 74</b>		<b>\$500,000</b>	<b>\$500,000</b>

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

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

From 01/22/2020 To 02/09/2020

Board Meeting on 02/24/2020

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

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>			
<b>B026499</b>	<b>02/06/20</b>		
1000	ACADEMIC SALARIES		4,079,818
5000	OTHER OPERATING EXP & SERVICES		469,603
7900	RESERVE FOR CONTINGENCIES	4,549,421	
<b>Total Reference B026499</b>		<b>4,549,421</b>	<b>4,549,421</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Move COLA and unallocated \$ to cover neg acct - SAC			
<b><u>Fund 12: General Fund Restricted</u></b>			
<b>B026492</b>	<b>01/29/20</b>		
3000	EMPLOYEE BENEFITS	5,475	
4000	SUPPLIES & MATERIALS		51,000
5000	OTHER OPERATING EXP & SERVICES	81,525	
6000	CAPITAL OUTLAY		36,000
<b>Total Reference B026492</b>		<b>\$87,000</b>	<b>\$87,000</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Budget revision-Hunger Free Campus-SAC			
<b>BC2AGC9Z8E</b>	<b>01/27/20</b>		
2000	CLASSIFIED SALARIES		5,397
3000	EMPLOYEE BENEFITS		20,239
6000	CAPITAL OUTLAY	25,636	
<b>Total Reference BC2AGC9Z8E</b>		<b>\$25,636</b>	<b>\$25,636</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> Closing Proj 2226/ SWP Local			
<b>BCT06LRF5B</b>	<b>02/05/20</b>		
5000	OTHER OPERATING EXP & SERVICES		90,000
6000	CAPITAL OUTLAY	90,000	
<b>Total Reference BCT06LRF5B</b>		<b>\$90,000</b>	<b>\$90,000</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> To fund FMR			
<b>BCYHP8XKWA</b>	<b>02/05/20</b>		
5000	OTHER OPERATING EXP & SERVICES		75,000
6000	CAPITAL OUTLAY	75,000	
<b>Total Reference BCYHP8XKWA</b>		<b>\$75,000</b>	<b>\$75,000</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> To fund PSA			
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>			
<b>B026497</b>	<b>01/31/20</b>		
5000	OTHER OPERATING EXP & SERVICES		155,000
7900	RESERVE FOR CONTINGENCIES	155,000	
<b>Total Reference B026497</b>		<b>\$155,000</b>	<b>\$155,000</b>
<b>Reason:</b> Adjustment			
<b>Description:</b> Cover cost of Public Finance Strategies invoices			

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

From 01/22/2020 To 02/09/2020

Board Meeting on 02/24/2020

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b>BC4ETQO57P 01/31/20</b>			
1000	ACADEMIC SALARIES		31,705
3000	EMPLOYEE BENEFITS		7,246
5000	OTHER OPERATING EXP & SERVICES	38,951	
<b>Total Reference BC4ETQO57P</b>		<b>\$38,951</b>	<b>\$38,951</b>

**Reason:** Adjustment  
**Description:** Fund RAR item for EOPS

<b>BCPVAYUW9Z 01/31/20</b>			
4000	SUPPLIES & MATERIALS		25,000
5000	OTHER OPERATING EXP & SERVICES	25,000	
<b>Total Reference BCPVAYUW9Z</b>		<b>\$25,000</b>	<b>\$25,000</b>

**Reason:** Adjustment  
**Description:** Science Center custodial suppl

**Fund 41: Capital Outlay Projects Fund**

<b>B026502 02/07/20</b>			
6000	CAPITAL OUTLAY		2,000,000
7900	RESERVE FOR CONTINGENCIES	2,000,000	
<b>Total Reference B026502</b>		<b>\$2,000,000</b>	<b>\$2,000,000</b>

**Reason:** Special Project Adjustment  
**Description:** Allocate fund to SP#3616 for ADA 2MIL Transfer

**Fund 72: Representation Fee Trust Fund**

<b>BC5CV1HB6S 01/27/20</b>			
5000	OTHER OPERATING EXP & SERVICES		300
7900	RESERVE FOR CONTINGENCIES	300	
<b>Total Reference BC5CV1HB6S</b>		<b>\$300</b>	<b>\$300</b>

**Reason:** Adjustment  
**Description:** Increase Travel Expenses

**Fund 79: Diversified Trust Fund**

<b>BCUQACTKFG 02/05/20</b>			
5000	OTHER OPERATING EXP & SERVICES		2,790
7900	RESERVE FOR CONTINGENCIES	2,790	
<b>Total Reference BCUQACTKFG</b>		<b>\$2,790</b>	<b>\$2,790</b>

**Reason:** Adjustment  
**Description:** Funding for Commencement 19/20

<b>BUDGET INCREASES AND DECREASES</b>	<b>Revenue</b>	<b>Appropriation</b>
---------------------------------------	----------------	----------------------

**Fund 12: General Fund Restricted**

<b>B026488 01/28/20</b>			
8600	STATE REVENUES	(146,024)	
1000	ACADEMIC SALARIES		(58,998)
2000	CLASSIFIED SALARIES		(7,238)
3000	EMPLOYEE BENEFITS		(15,446)
4000	SUPPLIES & MATERIALS		(1,150)
5000	OTHER OPERATING EXP & SERVICES		(63,192)
<b>Total Reference B026488</b>		<b>\$(146,024)</b>	<b>\$(146,024)</b>

**Reason:** Delete Budget  
**Description:** SP#2598 is closed as of Dec 31, 2018

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

From 01/22/2020 To 02/09/2020

Board Meeting on 02/24/2020

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B026493</b>	<b>01/29/20</b>		
8800	LOCAL REVENUES	125,000	
1000	ACADEMIC SALARIES		55,683
2000	CLASSIFIED SALARIES		32,585
3000	EMPLOYEE BENEFITS		15,140
4000	SUPPLIES & MATERIALS		1,028
5000	OTHER OPERATING EXP & SERVICES		18,164
7000	OTHER OUTGO		2,400
<b>Total Reference B026493</b>		<b>\$125,000</b>	<b>\$125,000</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	Behavior Tech Certificate Program - (SCC noncredit)		
<b>B026495</b>	<b>01/30/20</b>		
8600	STATE REVENUES	(169,409)	
4000	SUPPLIES & MATERIALS		(143,700)
5000	OTHER OPERATING EXP & SERVICES		(25,709)
<b>Total Reference B026495</b>		<b>\$(169,409)</b>	<b>\$(169,409)</b>
<b>Reason:</b>	Delete Budget		
<b>Description:</b>	Delete SP#2223 budget, project is closed as of June 30, 2019		
<b>BC711XR6KP</b>	<b>01/28/20</b>		
8600	STATE REVENUES	137,121	
2000	CLASSIFIED SALARIES		95,735
3000	EMPLOYEE BENEFITS		41,386
<b>Total Reference BC711XR6KP</b>		<b>\$137,121</b>	<b>\$137,121</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To support vacancy		
<b>BCD6Q8WXIC</b>	<b>01/30/20</b>		
8600	STATE REVENUES	(500,000)	
7000	OTHER OUTGO		(500,000)
<b>Total Reference BCD6Q8WXIC</b>		<b>\$(500,000)</b>	<b>\$(500,000)</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To bdtg for CCPP Disbursements		
<b><u>Fund 74: Student Financial Aid Fund</u></b>			
<b>BCOSM1AGR3</b>	<b>01/30/20</b>		
8600	STATE REVENUES	500,000	
7000	OTHER OUTGO		500,000
<b>Total Reference BCOSM1AGR3</b>		<b>\$500,000</b>	<b>\$500,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	To bdtg for CCPP Disbursements		

**RECOMMENDATION**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD REPORT - INTRAFUND AND INTERFUND TRANSFERS  
From 01/22/2020 To 02/09/2020  
Board Meeting on 02/24/2020**

**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.

**INTERFUND TRANSFERS**

<u>Date</u>	<u>Reference#</u>	<u>Description</u>	<u>Amount</u>
02/03/20	J057994	Record Interfund transfer FD13 to FD41 SCC-ADA Settlement	2,000,000.00

**RECOMMENDATION**

It is recommended the Board approve the intrafund and interfund transfers as presented.

4.2 (6)



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

To: Board of Trustees	Date: February 24, 2020
Re: Approval of Nonresident Fees for 2020-21	
Action: Request for Approval	

**BACKGROUND**

Education Code §76140, amended by Assembly Bill No. 3255 approved on September 18, 2018, requires the Board of Trustees to establish the tuition fee for nonresidents prior to March 1 each year. The District is also authorized under Education Code §76141, amended by Assembly Bill No. 947 approved on October 11, 2009, to charge any nonresident student an amount not to exceed the amount that was expended by the District for capital outlay costs in the preceding fiscal year. Any fee charged for capital outlay cannot exceed 50% of the non-resident tuition fee established by the District and the funds must be expended for capital outlay purposes. Education Code §76142 allows districts to charge a processing fee (application fee) to nonresident students who are both citizens and residents of a foreign country an amount not to exceed the actual cost of processing an application and other documentation required by the federal government or \$100 whichever is less (the colleges currently charge \$25). These fees are in addition to other student enrollment fees charged to resident students.

**ANALYSIS**

Using total 2018-19 District expenditures for education and applying the allowed two-year inflation factor of 4.2% results in a calculated cost of \$312 per unit or \$347 per unit for credit only. The regulations regarding nonresident tuition fee calculations allow districts to charge its calculated per-unit rate or one of the following per-unit rates:

		<b><u>2019-20</u></b>	<b><u>2020-21</u></b>
<b>1</b>	The District's computed cost of education	\$247	\$312
<b>2</b>	The District's computed cost of education (credit-only)	\$270	\$347
<b>3</b>	The statewide average cost	\$265	\$290
<b>4</b>	Highest statewide average cost	\$265	\$290
<b>5</b>	Up to the level charged by any contiguous district	\$285	\$TBD
<b>6</b>	Up to the preceding fiscal year average rate of 12 comparable states based on cost of living	\$414	\$414

The District's current calculated cost or maximum rate for capital outlay purposes is \$60 per unit based on 2018-19 actual capital outlay costs. For 2019-20 the District charged \$265 per unit for nonresident tuition and \$35 per unit for capital outlay, for a total of \$300. For 2020-21, the District is proposing to charge the statewide average rate of \$290 per unit for nonresident

tuition and a capital outlay fee of \$35, for a total of \$325. This represents a total increase of \$25 per unit, or 9.4%.

In addition, the colleges propose that the application fee be increased from the current rate of \$25 to \$50. This processing fee has not changed for over 15 years despite changing federal and state regulations (e.g. HIPAA, FERPA, PCI DSS) we must comply with as we handle very sensitive data. Colleges also must implement new technology to protect confidential information submitted by international applicants. For example, colleges are to use a special software to encrypt passport, medical, personal and financial data. The \$50 fee would be comparable with other college districts in Orange and Los Angeles Counties.

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

**RECOMMENDATION**

It is recommended that the Board of Trustees establish the nonresident tuition fee at \$290 per unit, the capital outlay fee at \$35 per unit, and the application fee at \$50 for 2020-21 as presented.

Fiscal Impact:	Estimated \$3.8 million in Fee Revenue	Board Date: February 24, 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**  
**DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: February 24, 2020
Re:	Approval of Amendment to Agreement with Knowland Construction Services - Project Inspector Services for the Science Center at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

This is an amendment to an existing agreement for additional services. On October 23, 2017, the Board of Trustees approved an agreement with Knowland Construction Services for project inspector services for the Science Center project at Santa Ana College. To see the original agreement, please [click here](#).

The Division of the State Architect (DSA) requires all construction projects to be overseen by a DSA certified project inspector to ensure the project is constructed in accordance with the DSA approved plans and specifications. Due to the on-going construction of the Science Center project, an increase in additional dollars is needed on the contract to cover the cost of the project inspectors that are on site to ensure continuous project inspection through completion of the project. Additional inspection time has occurred and is on-going as construction is nearing completion which has included weekend work and additional overtime work. Project inspectors are required to remain on the project throughout the entire duration of construction, followed by a closeout period to achieve final DSA certification of the new project.

**ANALYSIS:**

The amendment is to increase the contract by \$139,000 based on the remaining projected hours of inspection needed for the project and for final DSA closeout activities through the end of May. The total contract amount has increased from \$487,770 to \$626,770. The District has reviewed the fee, which is reasonable and within industry standards. There are no changes to the contract inspector hourly rates. The contract duration for this agreement remains the same from October 24, 2017 through December 31, 2020.

This agreement is funded by Measure Q.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the amendment to agreement with Knowland Construction Services for project inspector services for the Science Center at Santa Ana College as presented.

Fiscal Impact:	\$139,000	Board Date: February 24, 2020
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	

# Board Agreement Summary

**Board Date: 2/24/20**

Project: Science Center

Site: **Santa Ana College**

---

Consultants: **Knowland Construction Services**

---

Type of Service: Project Inspector Services

---

<b>Agreement Summary</b>	<b>Amount</b>	<b>Reimbursables</b>	<b>Start</b>	<b>Duration</b>	<b>End</b>
Original Contract Amount	\$403,200.00	\$54,400.00	10/24/2017		12/31/2020
Amendment #1	\$30,170.00				
Amendment #2	\$139,000.00				
<b>Total Agreement Amount</b>	<b>\$626,770.00</b>				

---

**AGREEMENT NO: 0247.00/ DESCRIPTION:**

---

Amendment #2 for additional project inspector services.

This agreement #0247.00 and any amendments are incorporated herein by reference and are included as part of the agenda.

---

**Total Proposed Amount:** **\$139,000.00**

---

**Contract End Date:** **12/31/2020**

---

**SECOND AMENDMENT TO PROJECT INSPECTOR SERVICES AGREEMENT**

THIS AMENDMENT to AGREEMENT is made this **25TH** day of **FEBRUARY** in the year **2020**, between **KNOWLAND CONSTRUCTION SERVICES**, hereinafter referred to as “**CONSULTANT**”, and the **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereinafter referred to as “**DISTRICT**”.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- A. To amend that certain AGREEMENT No. 0247.00 entered into on October 24, 2017 and amended on March 12, 2019 to provide PROJECT INSPECTOR SERVICES FOR THE SCIENCE CENTER AT SANTA ANA COLLEGE. Please amend the AGREEMENT to include the following:
  - 1. By increasing the AGREEMENT amount by ONE HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$139,000) from FOUR HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED SEVENTY DOLLARS (\$487,770), for a total AGREEMENT amount of SIX HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED SEVENTY DOLLARS (\$626,770).
- B. Except as amended herein, the terms and conditions of AGREEMENT No. 0247.00, effective October 24, 2017, shall remain in full force and effect.

**KNOWLAND CONSTRUCTION SERVICES**      **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY**

By \_\_\_\_\_ By \_\_\_\_\_  
Print Name \_\_\_\_\_ Peter J. Hardash  
Title \_\_\_\_\_ Vice Chancellor, Business Operations and Fiscal Services  
Date \_\_\_\_\_ Date \_\_\_\_\_

COPIES TO:

GENERATING OFFICE  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 112  
Santa Ana, CA 92706  
Carri Matsumoto, Assistant Vice Chancellor  
Facility Planning, District Construction and Support Services

PURCHASING DEPARTMENT  
Rancho Santiago Community College District  
2323 N. Broadway, Suite 109  
Santa Ana, CA 92706  
Linda Melendez, Director, Purchasing Services

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

To:	Board of Trustees	Date: February 24, 2020
Re:	Approval of Agreement Renewal with Competitive Edge Software, LLC, dba Omnigo Software	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District has utilized the services of Competitive Edge Software, LLC dba Omnigo Software for District Safety and Security Department's incident reporting system. The software enables safety staff at SAC, SCC and other District locations to track, report, and analyze calls for dispatch service. The Omnigo software is the most cost-effective tool to identify trends, recognize threats and allocate resources effectively resulting in quicker response times to incidents within the District.

**ANALYSIS**

By renewing the agreement, RSCCD will consistently maintain a data repository that staff uses to log, track and report incidents. Safety and security staff will be able to maintain continuity from shift to shift, between officers, and easily share details of daily events and incidents. With this information, the department is able to develop strategic prevention approaches and deploy resources to better serve the District and community.

The renewal of this agreement is for the period February 12, 2020 through February 11, 2021 at a rate not to exceed \$15,837.12. Last year's renewal cost was \$15,303. The District Safety and Security Department operating budget will support the costs of this service.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the agreement renewal with Competitive Edge Software, LLC dba Omnigo Software as presented.

Fiscal Impact:	\$15,837.12 (not to exceed)	Board Date: February 24, 2020
Prepared by:	Michael Toledo, Interim Chief of District Safety and Security	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor, RSCCD	



Omnigo Software  
 10430 Baur Blvd  
 St. Louis MO 63132  
 United States  
 Phone 800-814-4843  
[www.omnigo.com](http://www.omnigo.com)

**Invoice:**

Invoice Date:

Due Date:

I-OS004127

1/17/2020

2/16/2020

**Bill To**

Alistair Winter  
 Rancho Santiago Community College District  
 2323 N Broadway  
 Santa Ana 92706  
 United States

**Ship To**

Alistair Winter  
 Rancho Santiago Community College District  
 2323 N Broadway  
 Santa Ana 92706  
 United States

Client ID: 1003084		PO #:		Quote #: Q-10401	
Product Description	Start Date	End Date	Cost	Qty	Amount
Omnigo Software	2/12/2020	2/11/2021	\$15,837.12	1	\$15,837.12

Please pay promptly. Invoices not paid by the due date may cause an interruption in service.

**Refer all questions to:**

Accounts Receivable  
 800-814-4843  
 AR@omnigo.com

Please reference invoice # I-OS004127 on your payment.  
 Thank you for your business.

Subtotal	USD \$15,837.12
Sales Tax	\$0.00
Ship & Hand.	
<b>Total Invoice</b>	<b>\$15,837.12</b>
Payment Rcvd.	\$0.00
<b>Total Due \$</b>	<b>USD \$15,837.12</b>

**Remit To:**

Omnigo Software  
 PO Box 734008  
 Chicago, IL 60673-4008

**APPROVED**

12-3610-695800-54163-5950 PR 66943

*email 01-30*

4.5 (2)

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

To:	Board of Trustees	Date: February 24, 2020
Re:	Approval of Surplus Property	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

An open house was held on January 29, 2020 for District staff to select usable items for their divisions or departments. The same day, an open house was held for non-profit organizations and school districts to select from the remaining items per District Board Policy BP6550. Attached is a listing of all the surplus property as of February 7, 2020. This record will change as items continually move in and out of storage. Also included will be non-inventoried, miscellaneous items and e-waste that are not listed but will be sold at auction or disposed.

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

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

**RECOMMENDATION**

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

Fiscal Impact:	Revenue to be Determined	Board Date: February 24, 2020
Prepared by:	Linda Melendez, Director, Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Marvin Martinez, Chancellor	



Rancho Santiago Community College District

Surplus Inventory for Disposition, February 2020

TAG	TYPE	DESCRIPTION	SERIAL NO	INSERV	USERS	SPPJ	BLDG	ROOM	ACQRD	LSTINVEN	COST
318423	TE	LAPTOP, CLASSROOM USE	DBWF7C1	N	5WARE	2370	SW	SW	12/15/2006	12/4/2019	\$ 1,956.40
318594	TE	COMPUTER,	3VRDGC1	N	5WARE	2001	SW	SW	2/5/2007	12/17/2019	\$ 1,262.21
318891	TE	PRINTER,	JPFL72GON9	N	5WARE	0000	SW	SW	4/19/2007	2/4/2020	\$ 3,632.25
319652	EQ	Treadhill		N	5WARE	3019	SW	SW	7/5/2007	12/16/2019	\$ 6,023.42
319655	EQ	Exercise Bike		N	5WARE	3019	SW	SW	7/5/2007	12/16/2019	\$ 2,467.67
319656	EQ	Exercise Bike		N	5WARE	3019	SW	SW	7/5/2007	12/16/2019	\$ 2,467.67
319698	EQ	Press, Leg		N	5WARE	3019	SW	SW	7/5/2007	12/16/2019	\$ 2,985.75
320787	EQ	Advance Autoscrubber		N	5WARE	0000	SW	SW	3/11/2008	1/3/2020	\$ 4,518.53
320972	EQ	Smartboard	97734044	N	5WARE	2002	SW	SW	10/14/2008	1/6/2020	\$ 3,390.76
321452	TE	COMPUTER,	9K73PM1	N	5WARE	0000	SW	SW	9/9/2010	12/11/2019	\$ 1,135.84
321466	TE	COMPUTER,	9K94PM1	N	5WARE	0000	SW	SW	9/9/2010	1/8/2020	\$ 1,135.92
321914	TE	Dell Computer	G3SJDP1	N	5WARE	3712	SW	SW	4/15/2011	12/11/2019	\$ 1,139.07
325370	EQ	PARTS WASHER, LEG MOUNT	N/A	N	5WARE	0000	SW	SW	2/13/2014	1/2/2020	\$ 1,574.21
326188	TE	Laserjet Printer		N	5WARE	7845	SW	SW	5/15/2014	2/4/2020	\$ 1,528.92
326301	TE	Computer, Desktop, Dell	SK2CN22	N	5WARE	2432	SW	SW	10/27/2014	12/11/2019	\$ 1,037.34
326316	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326317	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326318	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326319	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326320	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326322	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326324	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326327	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326329	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326330	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326331	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326332	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326333	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326334	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326335	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326337	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326338	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,261.00
326340	TE	Computer, Desktop, Dell		N	5WARE	2431	SW	SW	12/18/2014	12/11/2019	\$ 1,260.95
326460	TE	Computer, Desktop, Dell	DYKWR22	N	5WARE	2431	SW	SW	1/23/2015	12/11/2019	\$ 1,023.56
327176	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/11/2019	\$ 1,142.74
327187	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	1/6/2020	\$ 1,142.74
327252	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/4/2019	\$ 1,142.74
327270	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/11/2019	\$ 1,142.74
327271	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/11/2019	\$ 1,142.74
327272	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/4/2019	\$ 1,142.74
327277	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/11/2019	\$ 1,142.74
327279	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/11/2019	\$ 1,142.74
327281	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/11/2019	\$ 1,142.74
327284	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/11/2019	\$ 1,142.74
327285	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/11/2019	\$ 1,142.74
327291	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/11/2019	\$ 1,142.74
327294	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/11/2019	\$ 1,142.74
327314	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/11/2019	\$ 1,142.74
327445	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/4/2019	\$ 1,142.74
327449	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/4/2019	\$ 1,142.74
327450	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/4/2019	\$ 1,142.74
327453	TE	Computer, Desktop, Dell		N	5WARE	0000	SW	SW	6/9/2015	12/11/2019	\$ 1,142.74
327821	TE	Smartboard Mmodel		N	5WARE	2093	SW	SW	6/30/2015	1/6/2020	\$ 3,755.24
F31387	EQ	TV 25" JVC, JVC AV27220	11617587	N	5WARE	1108	SW	SW	7/6/2001	12/17/2019	\$ 309.60
F31389	EQ	TV 25" JVC, JVC AV27220	11617696	N	5WARE	1108	SW	SW	7/6/2001	12/17/2019	\$ 309.60
F32269	TE	FILE SERVER, POWEREDGE	4GBCM21	N	5WARE	1810	SW	SW	4/8/2003	12/4/2019	\$ 6,269.18
F32933	TE	COMPUTER, DELL	HG6HF51	N	5WARE	1823	SW	SW	8/9/2004	12/17/2019	\$ 887.75
F32935	TE	COMPUTER, DELL	IL6HF51	N	5WARE	1823	SW	SW	8/9/2004	12/17/2019	\$ 887.75
F32937	TE	COMPUTER, DELL	FL6HF51	N	5WARE	1823	SW	SW	8/9/2004	12/17/2019	\$ 887.75
F32946	TE	COMPUTER, DELL	9N6HF51	N	5WARE	1823	SW	SW	8/9/2004	12/17/2019	\$ 887.75
F32959	TE	COMPUTER, DELL	3S6HF51	N	5WARE	1823	SW	SW	8/9/2004	12/17/2019	\$ 887.75
F33099	EQ	ABS/TCS SYSTEM,		N	5WARE	1802	SW	SW	10/29/2004	11/1/2019	\$ 9,328.91
F33101	EQ	IGNITION SYSTEM, FORD		N	5WARE	1802	SW	SW	10/29/2004	11/4/2019	\$ 4,243.11
F33601	TE	MONITOR,	64180 5BC	N	5WARE	1108	SW	SW	3/21/2006	11/1/2019	\$ 254.74
F34064	TE	COMPUTER,	8W2FWC1	N	5WARE	1102	SW	SW	5/1/2007	12/17/2019	\$ 1,262.21
F34120	EQ	DOCUMENT READER,	144028	N	5WARE	1103	SW	SW	5/2/2007	11/19/2019	\$ 568.92
F34170	TE	COMPUTER,	966B1D1	N	5WARE	1102	SW	SW	6/6/2007	12/17/2019	\$ 1,261.04
F34171	TE	COMPUTER,	F66B1D1	N	5WARE	1102	SW	SW	6/6/2007	12/17/2019	\$ 1,261.04
F34173	TE	COMPUTER,	F76B1D1	N	5WARE	1102	SW	SW	6/6/2007	12/17/2019	\$ 1,261.04
F34490	EQ	SHREDDER,	45069	N	5WARE	1401	SW	SW	4/15/2008	12/16/2019	\$ 509.86
F36761	TE	SMART BOARDS, ITEM		N	5WARE	1106	SW	SW	5/18/2011	1/6/2020	\$ 3,322.32
F37199	TE	Flatbed Scanner -	US166TR182	N	5WARE	1106	SW	SW	1/23/2012	1/6/2020	\$ 256.45
F37269	TE	Document Reader,	N/A	N	5WARE	1101	SW	SW	3/1/2012	1/6/2020	\$ 614.18
F37293	EQ	Airbag Simulator,	332R1F	N	5WARE	1802	SW	SW	3/8/2012	11/1/2019	\$ 4,000.72
F37390	TE	Scanner, Digital,	CN21HVHOJG	N	5WARE	1102	SW	SW	4/3/2012	1/6/2020	\$ 271.07
F37601	EQ	Refrigerator, Ge	N/A	N	5WARE	2115	SW	SW	6/5/2012	11/7/2019	\$ 1,076.42
F38245	TE	Dell Computer	7J56TW1	N	5WARE	1102	SW	SW	5/16/2013	1/6/2020	\$ 852.94
F38485	TE	Audio Projection System,	D012FW44B20435	N	5WARE	1102	SW	SW	4/18/2014	1/6/2020	\$ 382.02
F38667	EQ	Battery Charger Plus,		N	5WARE	1802	SW	SW	6/30/2014	11/1/2019	\$ 496.68
F38837	TE	Computer, Desktop, Dell	2Z52M02	N	5WARE	1102	SW	SW	6/30/2014	1/6/2020	\$ 960.01

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-B0001765	12/16/19	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	VARSITY BRANDS HOLDING CO INC	2,043.36
20-B0001766	12/18/19	71	Student Life & Leadership	Other Operating Exp & Services	PROMOTIONAL DESIGN CONCEPTS INC	4,291.55
20-B0001767	12/18/19	71	Student Life & Leadership	Other Operating Exp & Services	HAWK BOOKSTORE	403.38
20-B0001768	12/30/19	79	Auxiliary Services Office	Equip-All Other >\$1,000<\$5,000	IPS GROUP, INC.	184,568.32
20-B0001769	01/07/20	81	Auxiliary Services Office	Agency Fund Liab Beg Fund Bal	VARSITY BRANDS HOLDING CO INC	2,043.36
20-B0001770	01/07/20	76	Community Education	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	450.00
20-P0059734	12/16/19	11	Human Resources Office	Contracted Services	QUALITY OFFICE FURNISHINGS INC	900.00
20-P0059735	12/16/19	11	Maintenance & Operations	Non-Instructional Supplies	PROFESSIONAL PLUMBING &	102.50
20-P0059736	12/16/19	11	Public Affairs/Gov Rel Office	Contracted Services	25TH HOUR COMMUNICATIONS	750.00
20-P0059737	12/16/19	12	Continuing Education Division	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	441.15
20-P0059738	12/16/19	11	Admin Services Office	Public Agencies' Assess & Fees	SCAQMD	136.40
20-P0059739	12/16/19	12	Pathways to Teaching	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	3,135.00
20-P0059740	12/16/19	11	Maintenance & Operations	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	207.17
20-P0059741	12/16/19	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	10,713.45
20-P0059742	12/16/19	12	Pathways to Teaching	Books, Mags & Subscrip-Non-Lib	RSCCD	370.39
20-P0059743	12/16/19	12	Continuing Education Division	Advertising	HAGGARTY PRINTING INC	767.48
20-P0059744	12/16/19	11	Human Resources Office	Contracted Services	JOB ELEPHANT COM INC	6,700.00
20-P0059745	12/16/19	12	Pathways to Teaching	Non-Instructional Supplies	4 IMPRINT	1,541.76
20-P0059746	12/16/19	12	Continuing Education Division	Contracted Services	SUNCREST EXTERMINATING	650.00
20-P0059747	12/16/19	12	Engineering	Instructional Supplies	ROBOTSHOP INC	130.94
20-P0059748	12/16/19	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	546.42
20-P0059749	12/17/19	11	Board of Trustees	Conference Expenses	FARMERS AND MERCHANTS BANK OF LB	590.00
20-P0059750	12/17/19	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	CENGAGE LEARNING/ EDUC. TO GO	4,798.52
20-P0059751	12/17/19	12	Library Services	Library Books - Periodicals	CALIFORNIA NEWSPAPERS PARTNERSHIP	519.04
20-P0059752	12/17/19	11	Maintenance & Operations	Contracted Services	HILLS BROS LOCK & SAFE	38.55
20-P0059753	12/17/19	11	Maintenance & Operations	Contracted Services	R.T. CONTRACTOR CORP.	990.00
20-P0059754	12/17/19	12	Student Equity	Books Paid for Students	DON BOOKSTORE	17,500.00
20-P0059755	12/17/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	STATER BROS	300.00
20-P0059756	12/17/19	13	Maintenance	Repair & Replacement Parts	IRVINE PIPE SUPPLY	5,000.00
20-P0059757	12/17/19	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
20-P0059758	12/17/19	12	Automotive Technology/Engine	Instructional Supplies	GRAINGER	2,465.68
20-P0059759	12/17/19	11	Graphic Communications	Software License and Fees	FARMERS AND MERCHANTS BANK OF LB	959.88
20-P0059760	12/17/19	13	Counseling Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	287.28
20-P0059761	12/17/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	STATER BROS	450.00
20-P0059762	12/17/19	11	Admin Services Office	Public Agencies' Assess & Fees	SCAQMD	966.50
20-P0059763	12/17/19	12	Transfer Center	Non-Instructional Supplies	DON BOOKSTORE	699.20
20-P0059764	12/17/19	33	CDC Administration	Non-Instructional Supplies	LAKESHORE LEARNING MATERIALS	2,622.70
20-P0059765	12/17/19	41	Facility Planning Office	Non-Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	825.61
20-P0059766	12/17/19	12	Continuing Education Division	Contracted Services	QUALITY OFFICE FURNISHINGS INC	873.96
20-P0059767	12/17/19	12	Orange Educ Ctr-Instruction	Instructional Supplies	STATER BROS	450.00
20-P0059768	12/17/19	12	EOPS	Food and Food Service Supplies	JAYS CATERING	867.39
20-P0059769	12/17/19	13	Publications	Reproduction/Printing Expenses	R AND T BOOKBINDING, INC.	500.00

4.7 (1)

No. 4.7

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

Printed: 1/21/2020 8:14:04AM

Environment: Production

LoginID: DR21189

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0059770	12/17/19	41	Facility Planning Office	Bldg Impr - AE Fee	SVA ARCHITECTS, INC	180,000.00
20-P0059771	12/18/19	12	Reprographics	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	7,500.00
20-P0059772	12/18/19	12	Phillips Hall	Instructional Supplies	PCE PRODUCTIONS INC.YPACIFIC COAST ENTERTAINME	2,000.00
20-P0059773	12/18/19	12	Theatre Arts	Instructional Supplies	FULLERTON PAINT & FLOORING	500.00
20-P0059774	12/18/19	12	Phillips Hall	Instructional Supplies	ROSE BRAND WIPERS	1,445.00
20-P0059775	12/18/19	12	Fine & Performing Arts Office	Instructional Supplies	SAMYS CAMERA	3,500.00
20-P0059776	12/18/19	12	Media Systems	Instructional Supplies	GOLDEN STAR TECHNOLOGY, INC.	5,000.00
20-P0059777	12/18/19	12	Media Systems	Instructional Supplies	TROXELL COMM INC	5,000.00
20-P0059778	12/18/19	12	Phillips Hall	Instructional Supplies	APEX AUDIO INC	550.00
20-P0059779	12/18/19	12	Phillips Hall	Instructional Supplies	GRAINGER	750.00
20-P0059780	12/18/19	12	Automotive Technology/Engine	Instructional Supplies	MATCO TOOLS	6,607.44
20-P0059781	12/18/19	12	Career Ed & Work Dev Office	Food and Food Service Supplies	DORI L. DUMON	311.67
20-P0059782	12/18/19	12	Sci, Math, Health Sci Office	Instructional Supplies	FISHER SCIENTIFIC	644.81
20-P0059783	12/18/19	12	Career Center	Food and Food Service Supplies	KIMBERLY M. MATHEWS	279.50
20-P0059784	12/18/19	13	Learning Support Center	Instructional Supplies	TROXELL COMM INC	326.55
20-P0059785	12/18/19	12	Biology	Instructional Supplies	JESUS GUARDADO	4,540.09
20-P0059786	12/18/19	11	Digital Media Center	Contracted Services	IRVINE VALLEY AIR CONDITIONING INC	400.50
20-P0059787	12/18/19	12	Financial Aid Office	Non-Instructional Supplies	XEROX CORP	377.06
20-P0059788	12/18/19	33	EHS Santa Ana College	Contracted Services	SANTA ANA UNIFIED	50,341.87
20-P0059789	12/18/19	12	Special Services Office	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	243.79
20-P0059790	12/18/19	62	Risk Management	Workers Compensation Insurance	STATE OF CALIF	7,978.72
20-P0059791	12/18/19	11	Human Resources Office	Conference Expenses	FARMERS AND MERCHANTS BANK OF LONG BEACH	322.60
20-P0059792	12/18/19	11	Board of Trustees	Conference Expenses	FARMERS AND MERCHANTS BANK OF LB	3,000.00
20-P0059793	12/19/19	12	Automotive Technology/Engine	Instructional Supplies	GRAINGER	23.73
20-P0059794	12/19/19	11	Administrative Services Office	Non-Instructional Supplies	AMAZON COM	67.72
20-P0059795	12/19/19	41	Facility Planning Office	Bldg Impr - DSA Project Insp	TEAM PROFESSIONAL SERVICES, INC.	197,000.00
* 20-P0059796	12/19/19	12	Psychology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	20,259.32
* 20-P0059796	12/19/19	13	Psychology	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	3,121.58
PO Amt Total for * 20-P0059796:						23,380.90
20-P0059797	12/19/19	41	Facility Planning Office	Bldg Impr - Contractor Svcs	NEWBUILD CONSTRUCTION AND RESTORATION INC	22,800.00
20-P0059798	12/19/19	12	Resource Development	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	720.89
20-P0059799	12/19/19	13	Publications	Reproduction/Printing Expenses	HAGGARTY PRINTING INC	858.16
20-P0059800	12/19/19	13	Maintenance	Maint/Oper Service Agreements	GEARY FLOORS INC	14,900.00
20-P0059801	12/19/19	41	Facility Planning Office	Non-Instructional Supplies	CDW GOVERNMENT INC.	158.40
20-P0059802	12/19/19	11	District Wide Technology	Equip-Tablet/Laptop>\$200<\$1000	GOLDEN STAR TECHNOLOGY, INC.	713.81
20-P0059803	12/19/19	12	Research	Contracted Services	VENUS DESIGNS, INC.	3,750.00
20-P0059804	12/19/19	12	Veterans Service Office	Other Participant Prog Svc/Exp	JOSEPH A. ALONZO	624.38
20-P0059805	12/19/19	11	Chancellor's Office	Conference Expenses	FARMERS AND MERCHANTS BANK OF LB	1,713.29
20-P0059806	12/19/19	11	Chancellor's Office	Conference Expenses	FARMERS AND MERCHANTS BANK OF LB	2,966.69
20-P0059807	12/19/19	13	Publications	Reproduction/Printing Expenses	WE DO GRAPHICS INC	322.29
20-P0059808	12/19/19	12	EOPS	Books Paid for Students	DON BOOKSTORE	500.00
20-P0059809	12/19/19	11	Chancellor's Office	Conference Expenses	FARMERS AND MERCHANTS BANK OF LB	175.00

4.7 (2)

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

Printed: 1/21/2020 8:14:04AM

Environment: Production

LoginID: DR21189

12/15/19 thru 01/11/20

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0059810	12/19/19	12	Automotive Technology/Engine	Contracted Services	SWITCH VEHICLES, INC.	13,170.00
20-P0059811	12/20/19	13	Maintenance	Contracted Services	CLIMATEC LLC	11,602.50
20-P0059812	12/20/19	12	SAC Continuing Ed-Instruction	Software License and Fees	BURLINGTON ENGLISH INC	12,000.00
20-P0059813	12/20/19	12	SAC Continuing Ed-Instruction	Books, Mags & Subscrip-Non-Lib	PEARSON ED	9,571.68
20-P0059814	12/20/19	12	SAC Continuing Ed-Instruction	Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	204.24
20-P0059815	12/30/19	33	CDC Administration	Other Licenses & Fees	DEPT OF SOCIAL SERVICES	605.00
20-P0059816	12/30/19	11	Pharmacy Technology	Advertising	INTERACT COMMUNICATIONS	3,000.00
20-P0059817	12/30/19	11	Maintenance	Maint/Oper Service Agreements	COSCO FIRE PROTECTION INC	18,455.00
20-P0059818	12/30/19	12	LA/OC Regional Consortia	Contracted Services	SUNSTONE CENTER CT LESSEE	8,111.21
20-P0059819	12/30/19	12	Resource Development	Contracted Services	GREEN CARISSA MICHELE	1,810.00
20-P0059820	12/30/19	13	Kinesiology - Physical Educ	Rental - Facility (Short-term)	CITY OF SANTA ANA	8,825.00
20-P0059821	12/30/19	11	Nursing	Inst Dues & Memberships	NATL LEAGUE FOR NURSING	1,201.00
20-P0059822	12/30/19	12	Welding	Instructional Supplies	SIMS ORANGE WELDING SUPPLY	1,376.01
20-P0059823	12/30/19	12	Automotive Technology/Engine	Equip-Fed Prgm >\$1,000< \$5,000	JJL MACHINE SHOP INC	11,110.73
20-P0059824	12/30/19	11	Facility Planning Office	Equip-All Other > \$5,000	KONICA MINOLTA BUSINESS	23,805.58
20-P0059825	12/30/19	12	Orientation/Coord/Training	Food and Food Service Supplies	CLAUDBASE VENTURES INC	591.95
20-P0059826	12/30/19	12	LAOCRC - Orange County	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	162.18
20-P0059827	12/30/19	11	Digital Media Center	Contracted Repair Services	PROFESSIONAL PLUMBING &	282.50
20-P0059828	12/30/19	11	Digital Media Center	Contracted Services	PYRO-COMM SYSTEMS INC	610.00
20-P0059829	12/30/19	12	LAOCRC - Orange County	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	579.24
20-P0059830	12/30/19	11	District Wide Technology	Food and Food Service Supplies	PEPI COMPANY OF CALIFORNIA	116.35
20-P0059831	12/31/19	12	Art	Instructional Supplies	GLOBAL INDUSTRIAL EQUIPMENT	4,319.37
20-P0059832	12/31/19	12	Continuing Education Division	Contracted Services	AFFORDABLE HOUSING SPECIALISTS GROUP LLC	2,000.00
20-P0059833	12/31/19	12	Theatre Arts	Instructional Supplies	AMAZON COM	146.81
20-P0059834	12/31/19	11	Maintenance & Operations	Contracted Services	DE LA TORRE COMMERCIAL	8,380.00
20-P0059835	12/31/19	12	Biology	Instructional Supplies	AMAZON COM	285.07
20-P0059836	12/31/19	13	Public Affairs/Gov Rel Office	Advertising	GOTCHA SPOT, LLC	750.00
20-P0059837	12/31/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	35.00
20-P0059838	12/31/19	12	EOPS	Other Exp Paid for Students	DON BOOKSTORE	518.53
20-P0059839	12/31/19	12	Transfer Center	Food and Food Service Supplies	HARKISON	860.00
20-P0059840	12/31/19	11	Maintenance	Repair & Replacement Parts	HILLS BROS LOCK & SAFE	1,500.00
20-P0059841	12/31/19	12	Transfer Center	Food and Food Service Supplies	MARTHA C. VARGAS	402.25
20-P0059842	12/31/19	12	LA/OC Regional Consortia	Non-Instructional Supplies	KULI IMAGE INCYKUSTOM IMPRINTS	218.38
20-P0059843	12/31/19	11	CJ/Academies	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,600.00
20-P0059844	12/31/19	11	District Wide Technology	Contracted Services	GO TO TECHNOLOGIES, INC.	80,000.00
20-P0059845	12/31/19	11	Grounds	Contracted Services	ORKIN PEST CONTROL	275.00
20-P0059846	12/31/19	11	Warehouse	Rental - Other (Short-term)	WARE DISPOSAL CO INC	1,504.00
20-P0059847	01/02/20	11	Humanities & Social Sci Office	Non-Instructional Supplies	SEHI COMPUTER PRODUCTS	402.07
20-P0059848	01/02/20	11	Maintenance	Contracted Repair Services	HIGH RISE GLASS & DOORS INC	6,245.00
20-P0059849	01/02/20	12	Safety & Parking - DO	Contracted Services	JUNIORS GOLF CARTS INC	387.47
20-P0059850	01/02/20	11	District Wide Technology	Software License and Fees	CDW GOVERNMENT INC.	15,513.33
20-P0059851	01/03/20	11	Maintenance	Contracted Services	TEAM ONE MANAGEMENT	7,000.00

4.7 (3)

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

Printed: 1/21/2020 8:14:04AM

Environment: Production

LoginID: DR21189

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0059852	01/06/20	11	Human Resources Office	Telephone & Pager Services	FARMERS AND MERCHANTS BANK OF LONG BEACH	2,000.00
20-P0059853	01/06/20	11	Mailroom	Contracted Repair Services	UNITED AUTOMOTIVE SVC INC	65.61
20-P0059854	01/06/20	13	Maintenance	Contracted Repair Services	BARR ENGINEERING, INC	24,577.54
20-P0059855	01/06/20	11	Maintenance	Contracted Repair Services	PYRO-COMM SYSTEMS INC	268.90
20-P0059856	01/06/20	62	Risk Management	Non-Instructional Supplies	AMAZON COM	239.01
20-P0059857	01/06/20	11	District Wide Technology	Contracted Services	COAST ELECTRIC	12,360.00
20-P0059858	01/07/20	11	Facility Planning Office	Software License and Fees	FARMERS AND MERCHANTS BANK OF LB	384.00
20-P0059859	01/07/20	11	District Wide Technology	Contracted Services	D4 SOLUTIONS INC.	128.46
20-P0059860	01/07/20	41	Facility Planning Office	Equip-All Other > \$5,000	BARCODES INC	6,625.80
20-P0059861	01/07/20	43	Facility Planning Office	Buildings - Relocation/Moving	SOCAL SHRED LLC	900.00
20-P0059862	01/07/20	11	District Wide Technology	Contracted Services	D4 SOLUTIONS INC.	628.35
20-P0059863	01/07/20	11	District Wide Technology	Contracted Services	D4 SOLUTIONS INC.	256.92
20-P0059864	01/07/20	43	Facility Planning Office	Equip-All Other > \$5,000	THE DICKLER CORPORATION	31,534.93
20-P0059865	01/07/20	13	Maintenance	Non-Instructional Supplies	TAYLOR FLAG & BANNER CO	506.89
20-P0059866	01/07/20	33	CDC Administration	Non-Instructional Supplies	HOME DEPOT	1,508.58
20-P0059867	01/07/20	11	District Wide Technology	Contracted Services	D4 SOLUTIONS INC.	1,196.81
20-P0059868	01/07/20	11	Accounts Payable	Non-Instructional Supplies	SAFEGUARD BUSINESS SYSTEMS	749.46
20-P0059869	01/07/20	11	Academic Affairs Office-Dean	Class Schedules/Printing	ADVANCED WEB OFFSET INC	5,371.82
20-P0059870	01/07/20	11	Digital Media Center	Contracted Services	HILLS BROS LOCK & SAFE	200.25
20-P0059871	01/07/20	12	SAC Continuing Ed-Instruction	Instructional Supplies	SEHI COMPUTER PRODUCTS	145.03
20-P0059872	01/08/20	12	Music	Software License and Fees	SWEETWATER SOUND	3,244.73
20-P0059873	01/08/20	13	Publications	Reproduction/Printing Expenses	WE DO GRAPHICS INC	420.61
20-P0059874	01/08/20	41	Facility Planning Office	Equip-Mod Furn>\$1,000 < \$5,000	QUALITY OFFICE FURNISHINGS INC	22,283.28
20-P0059875	01/08/20	12	Financial Aid Office	Non-Instructional Supplies	EAGLE GRAPHICS INC	439.19
20-P0059876	01/08/20	11	Academic Affairs Office-VP	Non-Instructional Supplies	AMAZON COM	43.68
20-P0059877	01/08/20	12	EOPS	Equip-All Other >\$1,000<\$5,000	GOLDEN STAR TECHNOLOGY, INC.	2,855.43
20-P0059878	01/08/20	13	Maintenance	Contracted Services	ALLISON MECHANICAL, INC.	7,600.00
20-P0059879	01/08/20	13	Maintenance	Contracted Services	CONTROL AIR CONDITIONING CORP	8,182.00
20-P0059880	01/08/20	11	Maintenance	Contracted Repair Services	KAISER ROBERT	590.00
20-P0059881	01/09/20	11	Business Operations' Office	Contracted Services	PUBLIC FINANCE STRATEGIES LLC	126,320.23
20-P0059882	01/09/20	12	Public Affairs/Gov Rel Office	Reproduction/Printing Expenses	AAA FLAG AND BANNER	8,574.30
20-P0059883	01/09/20	12	DSPS Office	Rental-Equipment (Short-term)	BADS, LTD	1,557.33
20-P0059884	01/09/20	12	DSPS Office	Inst Dues & Memberships	AHEAD	665.00
20-P0059885	01/09/20	41	Facility Planning Office	Site Imp-Modular, Lease Purch	MCGRATH RENT CORP	3,516.00
20-P0059886	01/09/20	12	Orientation/Coord/Training	Non-Instructional Supplies	4 IMPRINT	1,420.36
20-P0059887	01/10/20	12	Student Equity	Equip-All Other >\$1,000<\$5,000	THE DICKLER CORPORATION	9,396.02
20-P0059888	01/10/20	13	Maintenance	Contracted Repair Services	COSCO FIRE PROTECTION INC	1,467.15
20-P0059889	01/10/20	12	Biology	Instructional Supplies	C.C. IMEX	319.81
20-P0059890	01/10/20	12	Biology	Instructional Supplies	VWR FUNDING INC	4,364.58
20-P0059891	01/10/20	12	Career Education Office	Food and Food Service Supplies	SMART & FINAL	1,000.00
20-P0059892	01/10/20	12	Career Education Office	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,000.00
20-P0059893	01/10/20	12	Biology	Food and Food Service Supplies	SMART & FINAL	1,000.00

4.7 (4)

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

Printed: 1/21/2020 8:14:04AM

Environment: Production

LoginID: DR21189

P.O. #	Date	Fund	Department	Description	Vendor Name	PO Amount
20-P0059894	01/10/20	12	Biology	Non-Instructional Supplies	OFFICE DEPOT BUSINESS SVCS	1,200.00
20-P0059895	01/10/20	12	Student Equity	Non-Instructional Supplies	AMAZON COM	167.97
20-P0059896	01/10/20	12	Student Equity	Transportation - Student	GOLD COAST TOURS	1,300.00
20-P0059897	01/10/20	12	Counseling	Supplies Paid for Students	OFFICE DEPOT BUSINESS SVCS	2,000.00
20-P0059898	01/10/20	12	Student Development	Books Paid for Students	DON BOOKSTORE	10,490.00
20-P0209431	01/03/20	12	LA/OC Regional Consortia	Rental - Facility (Short-term)	LOS ANGELES AREA CHAMBER OF COMMERCE	28,000.00
20-P0209450	01/02/20	12	Educational Services Office	Contracted Services	PALOMAR COMMUNITY	200,000.00
20-P0209455	12/16/19	12	Academic Affairs Office-VP	Software License and Fees	HOBSONS INC	92,580.00
20-P0209458	12/30/19	12	LA/OC Regional Consortia	Contracted Services	OCBC ORANGE CTY BUS COUNCIL	75,000.00
20-P0209459	01/02/20	12	Educational Services Office	Contracted Services	GLENDALE COMMUNITY COLLEGE DISTRICT	200,000.00
20-P0209460	01/02/20	12	Educational Services Office	Contracted Services	SAN MATEO COUNTY COMMUNITY	200,000.00
20-P0209461	01/02/20	12	Educational Services Office	Contracted Services	CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT	200,000.00
20-P0209462	01/02/20	12	Educational Services Office	Contracted Services	PALOMAR COMMUNITY	200,000.00
20-P0209463	01/03/20	12	Resource Development	Contracted Services	RIVERSIDE COMMUNITY COLLEGE DISTRICT	285,000.00
20-P0209464	01/03/20	12	Resource Development	Contracted Services	LOS ANGELES COUNTY OFFICE OF EDUCATION	587,334.00
20-P0209466	01/08/20	12	Kinesiology - Intercol Athlet	Software License and Fees	PRESTOSPORTS, INC.	3,450.00
<b>Grand Total:</b>						<b>\$3,460,370.28</b>

4.7 (5)

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

Printed: 1/21/2020 8:14:04AM

Environment: Production

LoginID: DR21189

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-CAF001181	12/16/2019	31	SAC CAFÉ	General Merchandise	BROWN BAG SANDWICH CO	\$246.94
GM-CAF001182	12/16/2019	31	SAC CAFÉ	General Merchandise	BROWN BAG SANDWICH CO	\$214.30
GM-CAF001183	12/18/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$1,976.10
GM-CAF001184	12/18/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$1,032.77
GM-CAF001186	12/18/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$3,138.41
GM-CAF001187	12/18/2019	31	SAC CAFÉ	General Merchandise	A&E DISTRIBUTION	\$2,047.91
GM-CAF001188	1/3/2020	31	SAC CAFÉ	General Merchandise	BROWN BAG SANDWICH CO	\$918.90
GM-CAF001189	1/10/2020	31	SAC CAFÉ	General Merchandise	BROWN BAG SANDWICH CO	\$641.25
GM-DON002978	1/7/2020	31	DON EXPRESS	General Merchandise	CHAMPION PRODUCTS INC	\$10,923.92
GM-EXPR001850	12/16/2019	31	DON EXPRESS	General Merchandise	BROWN BAG SANDWICH CO	\$210.95
GM-EXPR001851	12/16/2019	31	DON EXPRESS	General Merchandise	BROWN BAG SANDWICH CO	\$372.10
GM-EXPR001853	12/18/2019	31	DON EXPRESS	General Merchandise	A&E DISTRIBUTION	\$1,232.30
GM-EXPR001854	12/18/2019	31	DON EXPRESS	General Merchandise	A&E DISTRIBUTION	\$1,841.98
GM-EXPR001855	12/18/2019	31	DON EXPRESS	General Merchandise	A&E DISTRIBUTION	\$2,911.43
GM-EXPR001856	12/18/2019	31	DON EXPRESS	General Merchandise	A&E DISTRIBUTION	\$1,822.65
GM-EXPR001857	1/3/2020	31	DON EXPRESS	General Merchandise	BROWN BAG SANDWICH CO	\$484.00
GM-EXPR001858	1/10/2020	31	DON EXPRESS	General Merchandise	BROWN BAG SANDWICH CO	\$1,038.49
GM-HAWK003435	12/16/2019	31	SCC BOOKSTORE	General Merchandise	JERSEY MIKE'S SUBS ORANGE	\$605.00
GM-HAWK003436	12/16/2019	31	SCC BOOKSTORE	General Merchandise	SANTIAGO HILLS AUTO SPA	\$189.87
GM-HAWK003437	12/16/2019	31	SCC BOOKSTORE	General Merchandise	SANTIAGO HILLS AUTO SPA	\$214.87
GM-HAWK003438	12/16/2019	31	SCC BOOKSTORE	General Merchandise	SANTIAGO HILLS AUTO SPA	\$175.00
GM-HAWK003439	12/16/2019	31	SCC BOOKSTORE	General Merchandise	JERSEY MIKE'S SUBS ORANGE	\$135.11
GM-HAWK003441	12/18/2019	31	SCC BOOKSTORE	General Merchandise	DA LUAU HAWAIIAN GRILL	\$308.50
GM-HAWK003442	12/18/2019	31	SCC BOOKSTORE	General Merchandise	DA LUAU HAWAIIAN GRILL	\$233.00
GM-HAWK003443	12/18/2019	31	SCC BOOKSTORE	General Merchandise	DA LUAU HAWAIIAN GRILL	\$308.50
GM-HAWK003444	12/18/2019	31	SCC BOOKSTORE	General Merchandise	DA LUAU HAWAIIAN GRILL	\$207.00
GM-HAWK003445	12/18/2019	31	SCC BOOKSTORE	General Merchandise	Leanin Tree Greeting Cards	\$141.82
GM-HAWK003446	12/19/2019	31	SCC BOOKSTORE	General Merchandise	CHEN INTERNATIONAL INC	\$371.40
GM-HAWK003447	12/19/2019	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$241.19
GM-HAWK003448	12/19/2019	31	SCC BOOKSTORE	General Merchandise	D&H DISTRIBUTING	\$1,070.17
GM-HAWK003449	12/19/2019	31	SCC BOOKSTORE	General Merchandise	PENS ETC.	\$180.90
GM-HAWK003450	12/19/2019	31	SCC BOOKSTORE	General Merchandise	HAMILTON BELL CO	\$2,026.65
GM-HAWK003451	12/19/2019	31	SCC BOOKSTORE	General Merchandise	FOUR POINT PRODUCTS	\$68.31
GM-HAWK003453	1/7/2020	31	SCC BOOKSTORE	General Merchandise	MW FOOD DISTRIBUTION	\$129.76
GM-HAWK003454	1/7/2020	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$130.91

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
GM-HAWK003455	1/7/2020	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$309.57
GM-HAWK003456	1/7/2020	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$151.89
GM-HAWK003457	1/7/2020	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$390.34
GM-HAWK003458	1/7/2020	31	SCC BOOKSTORE	General Merchandise	BROWN BAG SANDWICH CO	\$615.20
GM-HAWK003459	1/7/2020	31	SCC BOOKSTORE	General Merchandise	BARRY'S DISTRIBUTING	\$138.78
GM-HAWK003461	1/9/2020	31	SCC BOOKSTORE	General Merchandise	EL DORADO TRADING GROUP	\$1,643.76
GM-HAWK003462	1/9/2020	31	SCC BOOKSTORE	General Merchandise	HAMILTON BELL CO	\$1,856.50
TX-CEC000614	12/19/2019	31	CEC BOOKSTORE	Textbook	CAMBRIDGE UNIVERSITY PRES	\$1,015.00
TX-CEC000615	12/19/2019	31	CEC BOOKSTORE	Textbook	CAMBRIDGE UNIVERSITY PRES	\$1,015.00
TX-CEC000616	12/19/2019	31	CEC BOOKSTORE	Textbook	CENGAGE LEARNING	\$988.75
TX-CEC000617	1/9/2020	31	CEC BOOKSTORE	Textbook	CENGAGE LEARNING	\$1,350.00
TX-DON006071	12/19/2019	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$4,830.00
TX-DON006072	12/19/2019	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$35,073.75
TX-DON006073	12/20/2019	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$19,000.00
TX-DON006074	12/20/2019	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$27,187.50
TX-DON006075	12/20/2019	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$6,525.00
TX-DON006076	12/20/2019	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$28,500.00
TX-DON006077	12/20/2019	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$1,683.79
TX-DON006078	12/20/2019	31	SAC BOOKSTORE	Textbook	HOPKINS FULFILLMENT SERVICES	\$1,436.40
TX-DON006079	12/20/2019	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$679.03
TX-DON006080	12/20/2019	31	SAC BOOKSTORE	Textbook	INGRAM BOOK CO	\$475.05
TX-DON006081	12/20/2019	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$8,926.32
TX-DON006082	12/20/2019	31	SAC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$1,796.62
TX-DON006083	12/20/2019	31	SAC BOOKSTORE	Textbook	HOPKINS FULFILLMENT SERVICES	\$1,436.40
TX-DON006084	12/20/2019	31	SAC BOOKSTORE	Textbook	DAWN SIGN PRESS	\$1,019.40
TX-DON006085	12/20/2019	31	SAC BOOKSTORE	Textbook	ELSEVIER HEALTH SCIENCE	\$2,194.08
TX-DON006086	12/20/2019	31	SAC BOOKSTORE	Textbook	PARADIGM PUBLISHING CO.	\$599.00
TX-DON006087	12/20/2019	31	SAC BOOKSTORE	Textbook	TREEHOUSE VIDEO	\$239.40
TX-DON006088	12/20/2019	31	SAC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$2,760.00
TX-DON006089	12/20/2019	31	SAC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$1,676.80
TX-DON006090	12/20/2019	31	SAC BOOKSTORE	Textbook	WEST ACADEMIC	\$208.00
TX-DON006091	12/20/2019	31	SAC BOOKSTORE	Textbook	SAGE PUBLICATIONS, INC.	\$761.60
TX-DON006092	12/20/2019	31	SAC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$2,172.20
TX-DON006093	12/20/2019	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$10,878.65
TX-DON006094	12/30/2019	31	SAC BOOKSTORE	Textbook	ESCIENCE LABS	\$432.00
TX-DON006095	12/30/2019	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$1,371.44
TX-DON006096	12/30/2019	31	SAC BOOKSTORE	Textbook	CERTIPOINT SALES	\$2,423.75
TX-DON006097	12/30/2019	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$1,125.00

4.7 (7)



P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-DON006098	12/30/2019	31	SAC BOOKSTORE	Textbook	CERTIPORT SALES	\$2,423.75
TX-DON006099	12/31/2019	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$2,062.50
TX-DON006100	12/31/2019	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$136.66
TX-DON006101	12/31/2019	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$1,500.00
TX-DON006103	1/2/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$237.50
TX-DON006104	1/2/2020	31	SAC BOOKSTORE	Textbook	AMAZON	\$166.25
TX-DON006105	1/2/2020	31	SAC BOOKSTORE	Textbook	PEARSON EDUCATION	\$3,800.00
TX-DON006106	1/2/2020	31	SAC BOOKSTORE	Textbook	CERTIPORT SALES	\$1,799.00
TX-DON006107	1/2/2020	31	SAC BOOKSTORE	Textbook	ARGUS	\$2,275.00
TX-DON006108	1/2/2020	31	SAC BOOKSTORE	Textbook	ARGUS	\$17,062.50
TX-DON006109	1/2/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$268.40
TX-DON006110	1/2/2020	31	SAC BOOKSTORE	Textbook	PARADIGM PUBLISHING CO.	\$1,023.75
TX-DON006112	1/6/2020	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$972.80
TX-DON006113	1/6/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$260.00
TX-DON006114	1/6/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$630.00
TX-DON006115	1/6/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$105.60
TX-DON006116	1/6/2020	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$1,824.00
TX-DON006117	1/7/2020	31	SAC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$612.66
TX-DON006118	1/7/2020	31	SAC BOOKSTORE	Textbook	CENGAGE LEARNING	\$3,723.60
TX-DON006119	1/7/2020	31	SAC BOOKSTORE	Textbook	OXFORD UNIVERSITY PRESS	\$328.50
TX-DON006120	1/7/2020	31	SAC BOOKSTORE	Textbook	AMAZON	\$164.25
TX-DON006121	1/8/2020	31	SAC BOOKSTORE	Textbook	AMAZON	\$75.00
TX-DON006122	1/8/2020	31	SAC BOOKSTORE	Textbook	CADCIM TECHNOLOGIES	\$435.00
TX-DON006123	1/8/2020	31	SAC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$15.00
TX-DON006124	1/8/2020	31	SAC BOOKSTORE	Textbook	AMAZON	\$186.00
TX-DON006125	1/8/2020	31	SAC BOOKSTORE	Textbook	AMAZON	\$949.50
TX-DON006126	1/9/2020	31	SAC BOOKSTORE	Textbook	AMAZON	\$77.28
TX-HAWK004571	12/16/2019	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$29,583.81
TX-HAWK004572	12/17/2019	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$31,580.80
TX-HAWK004573	12/17/2019	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$4,906.49
TX-HAWK004574	12/17/2019	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$58.29
TX-HAWK004576	12/18/2019	31	SCC BOOKSTORE	Textbook	XANEDU	\$6,072.49
TX-HAWK004577	12/19/2019	31	SCC BOOKSTORE	Textbook	TEXAS BOOK COMPANY	\$1,312.50
TX-HAWK004580	12/19/2019	31	SCC BOOKSTORE	Textbook	KJOS MUSIC CO	\$740.08
TX-HAWK004581	12/19/2019	31	SCC BOOKSTORE	Textbook	TEACHERS COLLEGE PRESS	\$199.60
TX-HAWK004582	12/19/2019	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	\$29,373.93

P.O. #	Date	Fund	Department	Description	Vendor Name	Amount
TX-HAWK004583	12/19/2019	31	SCC BOOKSTORE	Textbook	NORTON, INC.	\$29,037.83
TX-HAWK004584	12/19/2019	31	SCC BOOKSTORE	Textbook	JOHN WILEY & SONS, INC	\$7,951.12
TX-HAWK004585	12/19/2019	31	SCC BOOKSTORE	Textbook	MPS FORMERLY VHPS	\$16,881.63
TX-HAWK004586	12/19/2019	31	SCC BOOKSTORE	Textbook	PEARSON EDUCATION	\$96,002.26
TX-HAWK004589	12/19/2019	31	SCC BOOKSTORE	Textbook	MONTEZUMA PUBLISHING	\$302.25
TX-HAWK004590	12/19/2019	31	SCC BOOKSTORE	Textbook	BVT PUBLISHING	\$990.00
TX-HAWK004591	12/19/2019	31	SCC BOOKSTORE	Textbook	PENQUIN RANDOM HOUSE, INC.	\$216.00
TX-HAWK004592	12/19/2019	31	SCC BOOKSTORE	Textbook	DAWN SIGN PRESS	\$6,363.29
TX-HAWK004593	12/19/2019	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL PUBLISHING CO	\$42,569.70
TX-HAWK004594	12/19/2019	31	SCC BOOKSTORE	Textbook	ROCKWELL PUBLISHING	\$1,494.57
TX-HAWK004600	12/19/2019	31	SCC BOOKSTORE	Textbook	DEAF LIFE PRESS/HPO BOOK	\$3,969.00
TX-HAWK004603	12/19/2019	31	SCC BOOKSTORE	Textbook	MCGRAW-HILL CREATE (PRIMIS)	\$2,880.00
TX-HAWK004604	12/19/2019	31	SCC BOOKSTORE	Textbook	UNIV. SOUTHERN CALIFORNIA	\$2,160.00
TX-HAWK004605	12/19/2019	31	SCC BOOKSTORE	Textbook	BROADVIEW PRESS	\$1,384.28
TX-HAWK004606	12/19/2019	31	SCC BOOKSTORE	Textbook	AGAINST THE CLOCK	\$503.91
TX-HAWK004607	12/19/2019	31	SCC BOOKSTORE	Textbook	HACKETT PUBLISHING CO., I	\$375.44
TX-HAWK004609	12/19/2019	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$5,492.68
TX-HAWK004610	12/31/2019	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$2,873.22
TX-HAWK004611	12/31/2019	31	SCC BOOKSTORE	Textbook	CAMBRIDGE UNIVERSITY PRES	\$2,199.60
TX-HAWK004612	12/31/2019	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$2,891.72
TX-HAWK004613	12/31/2019	31	SCC BOOKSTORE	Textbook	CENGAGE LEARNING	\$300.00
TX-HAWK004614	1/8/2020	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$7,023.60
TX-HAWK004615	1/9/2020	31	SCC BOOKSTORE	Textbook	NEBRASKA BOOK COMPANY	\$2,279.22
TX-HAWK004616	1/9/2020	31	SCC BOOKSTORE	Textbook	TEXAS BOOK COMPANY	\$1,907.55
TX-HAWK004617	1/9/2020	31	SCC BOOKSTORE	Textbook	MBS TEXTBOOK EXCHANGE	\$4,346.73
						<b>\$602,016.42</b>

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

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-B0001662	12/15/19*	31	FEDEX	7,000.00		GC25569
20-B0001662	12/17/19	31	FEDEX	2,688.47		GC25569
<b>20-B0001662 Changed in: PO Amount</b>						
20-B0001743	12/18/19	71	DOING GOOD WORKS	14,334.59		RP60482
20-B0001743	12/18/19	71	DOING GOOD WORKS	14,905.09		GC25569
<b>20-B0001743 Changed in: PO Amount</b>						
17-P0043571	12/15/19*	41	SOUTHWEST INSPECTION	75,000.00	AMENDMENT #1, 2/26/19; INCREASE PO BY \$25,000 FOR A TOTAL AGREEMENT AMOUNT OF \$75,000 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 2/26/19. BOARD APPROVED: 2/25/19	CE28973
17-P0043571	12/20/19	41	SOUTHWEST INSPECTION	75,000.00	AMENDMENT #2 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
<b>17-P0043571 Changed in: Printed Coments</b>						
18-P0049062	12/15/19*	41	GHATAODE BANNON ARCHITECTS,	97,616.00	AMENDMENT #1, 12/19/18; INCREASE AGREEMENT BY \$67,616 FOR A TOTAL AGREEMENT AMOUNT OF \$97,616 AND EXTEND THE CONTRACT COMPLETION DATE TO DECEMBER 31, 2019 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 12/11/18. BOARD APPROVED: 12/10/18	CE28973
18-P0049062	12/20/19	41	GHATAODE BANNON ARCHITECTS,	97,616.00	AMENDMENT #2 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
<b>18-P0049062 Changed in: Printed Coments</b>						
18-P0049637	12/15/19*	43	TWINING, INC.	665,434.00	AMENDMENT #3, 5/1/19; INCREASE PO BY \$250,000 FOR A TOTAL AGREEMENT AMOUNT OF \$665,434 PER THE THIRD AMENDMENT TO THE AGREEMENT DATED 4/30/19. BOARD APPROVED: 4/29/19	CE28973
18-P0049637	12/20/19	43	TWINING, INC.	665,434.00	AMENDMENT #4 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2020 PER THE FORTH AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
<b>18-P0049637 Changed in: Printed Coments</b>						
18-P0049641	12/18/19	43	MTGL, INC	158,511.00	AMENDMENT #1, 4/27/18; INCREASE THE AGREEMENT AMOUNT BY \$65,000.00 PER THE FIRST AMENDMENT TO THE AGREEMENT. BOARD APPROVED: 4/23/18	CE28973
18-P0049641	12/20/19	43	MTGL, INC	158,511.00	AMENDMENT #2 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
<b>18-P0049641 Changed in: Printed Coments</b>						

4.7 (11)

\* This entry shows the PO on the given date, not that it changed on this date.

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
18-P0050138	12/15/19*	41	ARCHITECTURE 9 PLLLP	26,295.00	AMENDEMENT #1, 12/18/18; INCREASE AGREEMENT AMOUNT BY \$8,300 FOR A TOTAL AGREEMENT AMOUNT OF \$26,295 AND EXTEND COMPLETION DATE TO BE THROUGH DECEMBER 31, 2019 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 12/11/18. BOARD APPROVED: 12/10/18	CE28973
18-P0050138	12/20/19	41	ARCHITECTURE 9 PLLLP	26,295.00	AMENDMENT #2 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/11/2019. BOARD APPROVED: 12/9/2019	FC78314
<b>18-P0050138 Changed in: Printed Coments</b>						
18-P0050689	12/15/19*	41	ARCHITECTURE 9 PLLLP	42,300.00	AMENDMENT #1, 12/12/18; INCREASE AGREEMENT BY \$16,700 FOR A TOTAL AGREEMENT AMOUNT OF \$42,300 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2019 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED DECEMBER 11, 2018 AND EXHIBIT A. BOARD APPROVED: DECEMBER 10, 2018	CE28973
18-P0050689	12/31/19	41	ARCHITECTURE 9 PLLLP	42,300.00	AMENDMENT #2, 12/31/2019; INCREASE AMOUNT BY \$1,500 FOR A TOTAL AGREEMENT AMOUNT OF \$43,800 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/11/2019 AND EXHIBIT A. BOARD APPROVED: 12/09/2019. AMENDMENT #1, 12/12/18; INCREASE AGREEMENT BY \$16,700 FOR A TOTAL AGREEMENT AMOUNT OF \$42,300 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2019 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED DECEMBER 11, 2018 AND EXHIBIT A. BOARD APPROVED: DECEMBER 10, 2018	EE88439
18-P0050689	12/31/19	41	ARCHITECTURE 9 PLLLP	42,300.00	AMENDMENT #2, 12/31/2019; INCREASE AMOUNT BY \$1,500 FOR A TOTAL AGREEMENT AMOUNT OF \$43,800 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/11/2019 AND EXHIBIT A. BOARD APPROVED: 12/09/2019. AMENDMENT #1, 12/12/18; INCREASE AGREEMENT BY \$16,700 FOR A TOTAL AGREEMENT AMOUNT OF \$42,300 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2019 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED DECEMBER 11, 2018 AND EXHIBIT A. BOARD APPROVED: DECEMBER 10, 2018	EE88439
18-P0050689	12/31/19	41	ARCHITECTURE 9 PLLLP	42,300.00	AMENDMENT #2, 12/31/2019; INCREASE AMOUNT BY \$1,500 FOR A TOTAL AGREEMENT AMOUNT OF \$43,800 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/21/2019 AND EXHIBIT A. BOARD APPROVED: 12/09/2019. AMENDMENT #1, 12/12/18; INCREASE AGREEMENT BY \$16,700 FOR A TOTAL AGREEMENT AMOUNT OF \$42,300 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2019 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED DECEMBER 11, 2018 AND EXHIBIT A. BOARD APPROVED: DECEMBER 10, 2018	EE88439

4.7 (12)

\* This entry shows the PO on the given date, not that it changed on this date.

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
18-P0050689	12/31/19	41	ARCHITECTURE 9 PLLLP	42,300.00	AMENDMENT #2, 12/31/2019; INCREASE AMOUNT BY \$1,500 FOR A TOTAL AGREEMENT AMOUNT OF \$43,800 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/11/2019 AND EXHIBIT A. BOARD APPROVED: 12/09/2019. AMENDMENT #1, 12/12/18; INCREASE AGREEMENT BY \$16,700 FOR A TOTAL AGREEMENT AMOUNT OF \$42,300 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2019 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED DECEMBER 11, 2018 AND EXHIBIT A. BOARD APPROVED: DECEMBER 10, 2018	EE88439
18-P0050689	12/31/19	41	ARCHITECTURE 9 PLLLP	43,800.00	AMENDMENT #2, 12/31/2019; INCREASE AMOUNT BY \$1,500 FOR A TOTAL AGREEMENT AMOUNT OF \$43,800 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT TO THE AGREEMENT DATED 12/11/2019 AND EXHIBIT A. BOARD APPROVED: 12/09/2019. AMENDMENT #1, 12/12/18; INCREASE AGREEMENT BY \$16,700 FOR A TOTAL AGREEMENT AMOUNT OF \$42,300 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2019 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED DECEMBER 11, 2018 AND EXHIBIT A. BOARD APPROVED: DECEMBER 10, 2018	EE88439
<b>18-P0050689 Changed in: PO Amount, Printed Coments</b>						
19-P0054000	12/15/19*	43	ALTA ENVIRONMENTAL	152,927.00	CHANGE ORDER #2, 4/9/19; REALLOCATE \$30,000 TO ALLOWANCE PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 2/26/19. BOARD APPROVED: 2/25/19	CE28973
19-P0054000	01/02/20	43	ALTA ENVIRONMENTAL	167,927.00	CHANGE ORDER #3, 01/02/2020; INCREASE AMOUNT BY \$15,000 FOR A TOTAL AGREEMENT AMOUNT OF \$167,927 AND EXTEND CONTRACT DURATION TO BE THROUGH DECEMBER 31, 2020 PER THE SECOND AMENDMENT DATED 12/11/2019 AND EXHIBIT A. BOARD APPROVED: 12/09/2019. CHANGE ORDER #2, 4/9/19; REALLOCATE \$30,000 TO ALLOWANCE PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 2/26/19. BOARD APPROVED: 2/25/19	EE88439
<b>19-P0054000 Changed in: PO Amount, Printed Coments</b>						
19-P0054613	12/15/19*	41	SVA ARCHITECTS, INC	264,000.00		CE28973
19-P0054613	12/30/19	41	SVA ARCHITECTS, INC	1,022,750.00	AMENDMENT #1 12/30/19 INCREASE AGREEMENT BY \$758,750 AND EXTEND THE CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2023 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
<b>19-P0054613 Changed in: PO Amount, Printed Coments</b>						
19-P0054996	12/15/19*	41	HILLS BROS LOCK & SAFE	23,316.00		DR21189
19-P0054996	12/20/19	41	HILLS BROS LOCK & SAFE	23,316.00	AMENDMENT #1 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH JUNE 30, 2021 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
<b>19-P0054996 Changed in: Printed Coments</b>						
19-P0055376	12/15/19*	41	ARCHITECTURE 9 PLLLP	53,200.00		CE28973

\* This entry shows the PO on the given date, not that it changed on this date.

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
19-P0055376	12/20/19	41	ARCHITECTURE 9 PLLLP	53,200.00	AMENDMENT #1 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
<b>19-P0055376 Changed in: Printed Coments</b>						
19-P0057097	12/15/19*	43	NOVA SOLUTIONS INC	59,215.58	CHANGE ORDER NO.:1, DATE: 12/12/2019, TO CHANGE LINE ITEM NO.: 3 DESCRIPTION. VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT #GS-28F-0026W, BOARD APPROVED: APRIL 16, 2019.	EE88439
19-P0057097	01/08/20	43	NOVA SOLUTIONS INC	55,985.02	CHANGE ORDER NO.:2, DATE: 01/08/2020, TO CHANGE QUANTITIES ON LINE ITEM 1-2, ADD LINE ITEMS 4-5, AND DECREASE PO BY \$3,230.56 FOR A TOTAL PO AMOUNT \$55,985.02. VENDOR TO PROVIDE THE FOLLOWING IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT #GS-28F-0026W, BOARD APPROVED: APRIL 16, 2019.	EE88439
<b>19-P0057097 Changed in: PO Amount, Printed Coments</b>						
19-P0057108	12/15/19*	41	LSA ASSOCIATES INC	25,940.00		CE28973
19-P0057108	12/20/19	41	LSA ASSOCIATES INC	25,940.00	AMENDMENT #1 12/20/19 EXTENTION OF CONTRACT COMPLETION DATE TO BE THROUGH DECEMBER 31, 2020 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 12/10/2019. BOARD APPROVED: 12/9/2019	FC78314
<b>19-P0057108 Changed in: Printed Coments</b>						
20-P0057556	12/19/19	11	OFFICE DEPOT BUSINESS SVCS	3,000.00	Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	JP21702
20-P0057556	12/30/19	11	OFFICE DEPOT BUSINESS SVCS	2,533.16	Change Order #1 12/30/19 Decrease PO by \$466.84. Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	FC78314
20-P0057556	01/06/20	11	OFFICE DEPOT BUSINESS SVCS	2,233.16	Change Order #2 1/3/20 Decrease PO by \$300. Vendor to furnish the following in accordance with the Terms & Conditions of FCCC Contract# CB 15-003, Board Approved 10/26/15.	FC78314
<b>20-P0057556 Changed in: PO Amount, Printed Coments</b>						
20-P0058578	12/15/19*	12	DOLLAMUR LP	14,819.23		CV37998
20-P0058578	12/19/19	12	DOLLAMUR LP	14,819.23	CHANGE ORDER #1, 12/19/19; CANCELLATION OF PO PER DEPARTMENT REQUEST.	DR21189
<b>20-P0058578 Changed in: Printed Coments</b>						
20-P0058887	12/15/19*	12	TITLE BOXING, LLC	1,093.89		DE68698
20-P0058887	12/19/19	12	TITLE BOXING, LLC	499.96	CHANGE ORDER #1, 12/19/20; REMOVE LINE ITEM 2 AND 4 PER DEPARTMENT CANCELLATION REQUEST.	DR21189
<b>20-P0058887 Changed in: PO Amount, Printed Coments</b>						

\* This entry shows the PO on the given date, not that it changed on this date.

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0059473	12/15/19*	12	PARADISE BAKERY & CAFE	3,446.68		DR21189
20-P0059473	01/08/20	12	PARADISE BAKERY & CAFE	3,829.06	CHANGE ORDER #1, 1/8/20; INCREASE NUMBER OF BOXED LUNCHES PER INVOICE #1556-7876 DATED 11/16/19.	DR21189
<b>20-P0059473 Changed in: PO Amount, Printed Coments</b>						
20-P0059611	12/15/19*	43	NTH GENERATION COMPUTING INC	89,205.90	VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -134 BOARD APPROVED: NOVEMBER 9, 2015.	EE88439
20-P0059611	12/17/19	43	NTH GENERATION COMPUTING INC	89,205.90	CHANGE ORDER NO.:1, DATE: 12/17/2019, TO ADD AND CHANGE PO COMMENTS. VENDOR TO FURNISH THE FOLLOWING COMPONENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE WESTERN STATE CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #MNNVP -134 BOARD APPROVED: NOVEMBER 9, 2015. VENDOR TO PROVIDE THE FOLLOWING FOR THE NEW SCIENCE CENTER AT SANTA ANA COLLEGE:	EE88439
<b>20-P0059611 Changed in: Printed Coments</b>						
20-P0059717	12/15/19*	41	VPLS SOLUTIONS LLC	7,392.08	VENDOR TO PROVIDE THE FOLLOWING FOR THE NEW SAFETY PORTABLES OFFICES AT SANTIAGO CANYON COLLEGE:	EE88439
20-P0059717	12/19/19	41	VPLS SOLUTIONS LLC	7,392.08	VENDOR TO PROVIDE ICX SWITCHES FOR THE NEW SAFETY PORTABLES OFFICES AT SANTIAGO CANYON COLLEGE:	EE88439
20-P0059717	12/19/19	41	VPLS SOLUTIONS LLC	7,340.81	VENDOR TO PROVIDE ICX SWITCHES FOR THE NEW SAFETY PORTABLES OFFICES AT SANTIAGO CANYON COLLEGE:	EE88439
20-P0059717	12/19/19	41	VPLS SOLUTIONS LLC	7,340.81	VENDOR TO PROVIDE ICX SWITCHES FOR THE NEW SAFETY PORTABLES OFFICES AT SANTIAGO CANYON COLLEGE PER THE ATTACHED QUOTE 024227, DATED NOVEMBER 20, 2019.	EE88439
<b>20-P0059717 Changed in: PO Amount, Printed Coments</b>						
20-P0059761	12/17/19	12	STATER BROS	300.00		DS89821
20-P0059761	12/19/19	12	STATER BROS	450.00	Change Order #1 12/19/19 Increase PO by \$150	FC78314
<b>20-P0059761 Changed in: PO Amount, Printed Coments</b>						
20-P0059776	12/18/19	12	GOLDEN STAR TECHNOLOGY, INC.	5,000.00	Larisa Sergeyeva/John Tran SAC Media Systems L-117	FC78314
20-P0059776	12/18/19	12	GOLDEN STAR TECHNOLOGY, INC.	5,000.00		FC78314
<b>20-P0059776 Changed in: Printed Coments</b>						
20-P0059791	12/18/19	11	FARMERS AND MERCHANTS BANK O	322.00		FC78314
20-P0059791	12/19/19	11	FARMERS AND MERCHANTS BANK O	322.60		FC78314
<b>20-P0059791 Changed in: PO Amount</b>						

\* This entry shows the PO on the given date, not that it changed on this date.



P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0059794	12/19/19	11	AMAZON COM	67.72	Deliver to Maria Cardona SAC-Administrative Services 1530 W. 17th Street S-203 Santa Ana, CA 92706 cardona_maria@sac.edu (714) 564-6128	DR21189
20-P0059794	12/19/19	11	AMAZON COM	67.72		DR21189
<b>20-P0059794 Changed in: Printed Coments</b>						
20-P0059824	12/30/19	11	KONICA MINOLTA BUSINESS	23,805.58	VENDOR TO FURNISH THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT #3-16-36-0052B, BOARD APPROVED: 10/14/2019. VENDOR TO PROVIDE COPIER/PRINTERS FOR THE FACILITIES DEPARTMENT (SUITE 112 AND SUITE 301) AT THE DISTRICT OPERATIONS CENTER, PER THE ATTACHED ORDER AGREEMENT #S00532795, DATED NOVEMBER 22, 2019.	EE88439
20-P0059824	12/30/19	11	KONICA MINOLTA BUSINESS	23,805.58	VENDOR TO FURNISH THE FOLLOWING EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF CMAS CONTRACT #3-16-36-0052B, BOARD APPROVED: 10/14/2019. VENDOR TO PROVIDE COPIER/PRINTERS FOR THE FACILITIES DEPARTMENT (SUITE 112 AND SUITE 301) AT THE DISTRICT OPERATIONS CENTER, PER THE ATTACHED ORDER AGREEMENT #S00532795, DATED NOVEMBER 22, 2019.	EE88439
<b>20-P0059824 Changed in: Printed Coments</b>						
20-P0059826	12/30/19	12	PEPI COMPANY OF CALIFORNIA	162.18	For the Orange County Regional Marketing: Orange County Regional Directos SWP Planning Meeting on 11/18/2019:	EE88439
20-P0059826	12/30/19	12	PEPI COMPANY OF CALIFORNIA	162.18	For the Orange County Regional Marketing: Orange County Regional Directors SWP Planning Meeting on 11/18/2019:	EE88439
<b>20-P0059826 Changed in: Printed Coments</b>						
20-P0059856	01/06/20	62	AMAZON COM	238.89		EE88439
20-P0059856	01/06/20	62	AMAZON COM	239.01		EE88439
<b>20-P0059856 Changed in: PO Amount</b>						
20-P0059860	01/07/20	41	BARCODES INC	6,646.97	VENDOR TO PROVIDE THE FOLLOWING COMPONENTS FOR THE ACCESS CONTROL PILOT PROJECT AT THE DISTRICT OPERATIONS CENTER, TO ENABLE PHOTO ID PRINTING	FC78314
20-P0059860	01/08/20	41	BARCODES INC	6,625.80	CHANGE ORDER #1 1/8/20 AMEND ITEM #1 AND #5 UNIT PRICE. VENDOR TO PROVIDE THE FOLLOWING COMPONENTS FOR THE ACCESS CONTROL PILOT PROJECT AT THE DISTRICT OPERATIONS CENTER, TO ENABLE PHOTO ID PRINTING	FC78314
<b>20-P0059860 Changed in: PO Amount, Printed Coments</b>						
20-P0059864	01/07/20	43	THE DICKLER CORPORATION	31,534.93	VENDOR TO PROVIDE THE FOLLOWING ITEMS FOR THE NEW LUNCH SHELTER "WEST KIOSK PLAZA", PART OF THE NEW JOHNSON STUDENT CENTER PROJECT AT SANTA ANA COLLEGE.	FC78314

4.7 (16)

\* This entry shows the PO on the given date, not that it changed on this date.

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0059864	01/10/20	43	THE DICKLER CORPORATION	31,534.93	CHANGE ORDER #1 1/10/20 ADD DESCRIPTION OF WILSONART LAMINATE COLOR UPTOWN WALNUT FOR ITEMS #1 THRU #6. VENDOR TO PROVIDE THE FOLLOWING ITEMS FOR THE NEW LUNCH SHELTER "WEST KIOSK PLAZA", PART OF THE NEW JOHNSON STUDENT CENTER PROJECT AT SANTA ANA COLLEGE.	FC78314
<b>20-P0059864 Changed in: Printed Coments</b>						
20-P0059881	01/09/20	11	PUBLIC FINANCE STRATEGIES LL	1.00		DR21189
20-P0059881	01/09/20	11	PUBLIC FINANCE STRATEGIES LL	126,320.23		DR21189
<b>20-P0059881 Changed in: PO Amount</b>						
20-P0059885	01/09/20	41	MCGRATH RENT CORP	3,516.00	CAPITAL OUTLAY	EE88439
20-P0059885	01/09/20	41	MCGRATH RENT CORP	3,516.00		EE88439
<b>20-P0059885 Changed in: Printed Coments</b>						
20-P0209135	12/15/19*	11	GLOBAL WORKS INC	6,000.00		DE68698
20-P0209135	01/07/20	11	GLOBAL WORKS INC	1,600.00	CHANGE ORDER #1 1/7/2020 DECREASE PO BY \$4400	FC78314
<b>20-P0209135 Changed in: PO Amount, Printed Coments</b>						
20-P0209168	12/15/19*	11	XEROX CORP	3,023.95	MONTH-TO-MONTH LEASE OF XEROX EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF WSCA, MSA #1715 AND CALIFORNIA PARTICIPATING ADDENDUM MPA #7-09-36-06, BOARD APPROVED: JUNE 21, 2010.	DR21189
20-P0209168	12/19/19	11	XEROX CORP	1,777.99	CHANGE ORDER #1, 12/19/19; DECREASE LEASE BY 5 MONTHS AND COPY USAGE BY \$100 PER DEPARTMENT REQUEST. MONTH-TO-MONTH LEASE OF XEROX EQUIPMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF WSCA, MSA #1715 AND CALIFORNIA PARTICIPATING ADDENDUM MPA #7-09-36-06, BOARD APPROVED: JUNE 21, 2010.	DR21189
<b>20-P0209168 Changed in: PO Amount, Printed Coments</b>						
20-P0209207	12/15/19*	12	XEROX CORP	761.76		DE68698
20-P0209207	12/17/19	12	XEROX CORP	1,410.76	Change Order #1 12/17/19 Increase the following item by \$649.	FC78314
<b>20-P0209207 Changed in: PO Amount, Printed Coments</b>						
20-P0209242	12/15/19*	11	XEROX CORP	1,310.23		DE68698
20-P0209242	12/18/19	11	XEROX CORP	3,569.88	CHANGE ORDER #1, 12/18/19; INCREASE LEASE BY 5 MONTHS AND COPY USAGE BY \$1,000 PER DEPARTMENT REQUEST TO EXTEND THROUGH FEBRUARY.	DR21189
20-P0209242	12/18/19	11	XEROX CORP	3,474.11	CHANGE ORDER #1, 12/18/19; INCREASE LEASE BY 5 MONTHS AND COPY USAGE BY \$1,000 PER DEPARTMENT REQUEST TO EXTEND THROUGH FEBRUARY.	FC78314
<b>20-P0209242 Changed in: PO Amount, Printed Coments</b>						

\* This entry shows the PO on the given date, not that it changed on this date.

4.7 (17)

P.O. #	Chg Dt	Fund	Vendor Name	PO Amount	Printed Comments	Chg By
20-P0209400	12/15/19*	12	WESTED	20,000.00		EE88439
20-P0209400	01/03/20	12	WESTED	20,000.00	CHANGE ORDER #1, 1/3/20; EXTEND THE PERIOD OF PERFORMANCE TO BE THROUGH 6/30/20 PER THE FIRST AMENDMENT TO THE AGREEMENT DATED 12/9/19. BOARD APPROVED: 12/9/19	DR21189
<b>20-P0209400 Changed in: Printed Coments</b>						
20-P0209441	12/15/19*	12	ECONOMIC MODELING SPECIALIST	0.00		EE88439
20-P0209441	12/19/19	12	ECONOMIC MODELING SPECIALIST	13,000.00		EE88439
<b>20-P0209441 Changed in: PO Amount</b>						
20-P0209456	12/20/19	11	KONICA MINOLTA BUSINESS	2.19	VENDOR TO PROVIDE (2) COPIER/PRINTERS FOR THE FACILITIES DEPARTMENT (SUITE 112 AND SUITE 301)AT THE DISTRICT OPERATIONS CENTER, PER THE ATTACHED ORDER AGREEMENT #S00532795, DATED NOVEMBER 22, 2019.	EE88439
20-P0209456	12/30/19	11	KONICA MINOLTA BUSINESS	0.00	VENDOR TO PROVIDE (2) COPIER/PRINTERS FOR THE FACILITIES DEPARTMENT (SUITE 112 AND SUITE 301)AT THE DISTRICT OPERATIONS CENTER, PER THE ATTACHED ORDER AGREEMENT #S00532795, DATED NOVEMBER 22, 2019.	EE88439
<b>20-P0209456 Changed in: PO Amount</b>						
20-P0209465	01/07/20	11	25TH HOUR COMMUNICATIONS	54,000.00		EE88439
20-P0209465	01/09/20	11	25TH HOUR COMMUNICATIONS	0.00		EE88439
<b>20-P0209465 Changed in: PO Amount</b>						

4.7 (18)

\* This entry shows the PO on the given date, not that it changed on this date.

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM DECEMBER 15, 2019 THROUGH JANUARY 11, 2020  
BOARD MEETING OF FEBRUARY 24, 2020**

P.O. #	Amount	Description	Department	Comment
20-B0001768	\$184,568.32	20 Parking Permit Dispensers with parts, accessories, and installation for SAC and SCC	Auxiliary Services Office	Purchased from IPS Group, Inc. Approved by Board at 11/18/19 meeting.
20-P0059754	\$17,500.00	Spring 2020 book vouchers for Santiago Canyon College EOPS students	SCC -Student Equity	
20-P0059770	\$180,000.00	Architectural and engineering consulting services for the Russell Hall secondary effect relocations at Santa Ana College	DO -Facility Planning	Board Approved: December 9, 2019
20-P0059788	\$50,341.87	Phase two of contracted improvements and alterations at Valley High School	DO -Early Head Start	Board Approved: August 12, 2019
20-P0059795	\$197,000.00	DSA project inspection services for various facility improvement projects District-wide	DO -Facility Planning	Board Approved: November 18, 2019
20-P0059796	\$23,380.90	Laptop computers with extended warranties	SAC -Psychology	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #MNNVP-133 Board Approved: November 9, 2015

20-P0059797	\$22,800.00	Counter and sink replacement project for the third floor restroom at the District Operations Center	DO -Facility Planning	Received Quotations: *1. Newbuild Construction 2. De La Torre Commercial Interiors 3. Sol Source, DBA DC Construction *Successful Bidder
20-P0059817	\$18,455.00	Annual sprinkler and fire hydrant inspection and tests	SAC -Maintenance	Received Quotations: *1. Cosco Fire Protection 2. Black Bird *Successful Bidder
20-P0059824	\$23,805.58	Konica Minolta Bizhub C658 machines for Facility Planning and Construction Services	DO -Facility Planning	Purchased from the California Multiple Award Schedules contract #3-16-36-0052B Board Approved: October 14, 2019
20-P0059844	\$80,000.00	Information technology management and transitional onboarding assistance	DO -ITS	Board Approved: December 9, 2019
20-P0059850	\$15,513.33	Aruba software licenses and support	District Wide Technology	Purchased from the Foundation for California Community Colleges (FCCC) contract #CB-185-17 Board Approved: July 15, 2019
20-P0059854	\$24,577.54	W-Building/Library first floor HVAC compressor replacement	SAC -Maintenance	Received Quotations: *1. Barr Engineering 2. Coutts Heating and Cooling 3. Johnson Controls *Successful Bidder
20-P0059864	\$31,534.93	Serving counters for the Lunch Shelter "West Kiosk Plaza" as part of the new Johnson Student Center	DO -Facility Planning	Received Quotations: *1. Dickler Corp dba Chef's Toys 2. Action Sales 3. East Bay Restaurant Supply *Successful Bidder

20-P0059874	\$22,283.28	Office furniture for the new Safety & Security portable at Santiago Canyon College	DO -Facility Planning	Received Quotations: *1. Quality Office Furnishings 2. Office Furniture Group *Successful Bidder
20-P0059881	\$126,320.23	Strategy and communications consulting services	DO -Business Operations	Board Approved: April 16, 2019
20-P0209431	\$28,000.00	Lease of office space to house the LA Office of the Los Angeles/Orange County Regional Consortia	DO -LA/OC Regional Consortia	Board Approved: July 15, 2019
20-P0209450	\$200,000.00	Sub-agreement with Palomar CCD on behalf of Palomar College to host the San Diego/Imperial region Deputy Sector Navigator/Regional Director for Advanced Manufacturing	DO -Resource Development	Board Approved: August 12, 2019
20-P0209455	\$92,580.00	Starfish Enterprise Success Platform software license and support	SAC -Academic Affairs	Board Approved: December 9, 2019
20-P0209458	\$75,000.00	Sub-agreement with Orange County Business Council to implement the 2019 Orange County Workforce Indicators Report	DO -LA/OC Regional Consortia	Board Approved: September 23, 2019
20-P0209459	\$200,000.00	Sub-agreement with Glendale CCD to host the Los Angeles and Orange County region Deputy Sector Navigator/Regional Director for Information Technology/Digital Media	DO -Resource Development	Board Approved: August 12, 2019

20-P0209460	\$200,000.00	Sub-agreement with San Mateo CCD to host the Bay Area region Deputy Sector Navigator/Regional Director for Energy, Construction and Utilities	DO -Resource Development	Board Approved: August 12, 2019
20-P0209461	\$200,000.00	Sub-agreement with Chabot-Las Positas CCD to host the Bay Area region Deputy Sector Navigator/Regional Director for Business and Entrepreneurship	DO -Resource Development	Board Approved: August 12, 2019
20-P0209462	\$200,000.00	Sub-agreement with Palomar CCD on behalf of Palomar College to host the San Diego/Imperial region Deputy Sector Navigator/Regional Director for Information Technology (ICT)/Digital Media	DO -Resource Development	Board Approved: August 12, 2019
20-P0209463	\$285,000.00	Sub-agreement with Riverside CCD on behalf of the Inland Empire/Desert Regional Consortium to host the K14 Technical Assistance Provider for the Inland Empire/Desert region	DO -Resource Development	Board Approved: June 17, 2019
20-P0209464	\$587,334.00	Sub-agreement with Los Angeles County Office of Education to create, support and/or expand high-quality career technical education programs at the K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region	DO -Resource Development	Board Approved: July 15, 2019
TX-DON006072	\$35,073.75	Textbooks purchased for resale	SAC Bookstore	Purchased from McGraw-Hill Publishing Co Auxiliary Services Director Review Jennie Adams 12/19/2019

TX-DON006073	\$19,000.00	Textbooks purchased for resale	SAC Bookstore	Purchased from McGraw-Hill Publishing Co Auxiliary Services Director Review Jennie Adams 12/20/2019
TX-DON006074	\$27,187.50	Textbooks purchased for resale	SAC Bookstore	Purchased from McGraw-Hill Publishing Co Auxiliary Services Director Review Jennie Adams 12/20/2019
TX-DON006076	\$28,500.00	Textbooks purchased for resale	SAC Bookstore	Purchased from McGraw-Hill Publishing Co Auxiliary Services Director Review Jennie Adams 12/20/2019
TX-DON006108	\$17,062.50	Textbooks purchased for resale	SAC Bookstore	Purchased from Argus Auxiliary Services Director Review Jennie Adams 01/02/2020
TX-HAWK004571	\$29,583.81	Textbooks purchased for resale	SCC Bookstore	Purchased from Nebraska Book Company Bookstore Manager Review Bill Jeffrey 12/16/2019
TX-HAWK004572	\$31,580.80	Textbooks purchased for resale	SCC Bookstore	Purchased from MBS Textbook Exchange Bookstore Manager Review Bill Jeffrey 12/17/2019



**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: February 24, 2020
Re: Approval of Sub-Agreement between RSCCD and San Mateo County Community College District to award the 2019/2020 Regional Director Special Projects funded by the Key Talent Administration and Sector Strategy Grant	
Action: Request for Approval	

**BACKGROUND**

Through a competitive grant competition, Rancho Santiago Community College District (RSCCD) was selected by the California Community Colleges Chancellor's Office (CCCCO or Chancellor's Office), Workforce & Economic Development Division to serve as the fiscal agent to the Key Talent Administration and Sector Strategy Grant. As fiscal agent, RSCCD will oversee disbursement, provide monitoring and guidance for the Key Talents engaged in workforce and economic development programs, including other special projects and partners.

**ANALYSIS**

The Chancellor's Office has approved the repurposing of San Mateo County Community College District's Regional Director for Health to Regional Director for Special Projects to be funded by the Key Talent Administration and Sector Strategy grant. This position will be hosted at Cañada College and will provide general project management support to increase effectiveness in achieving the goals outlined in the Bay Area region's Workforce Development Plan. The performance period is January 1, 2020, through September 30, 2020. The sub-award is \$200,000 with a 1:1 required match to be provided by San Mateo County CCD. RSCCD, fiscal agent to this grant, has developed a sub-agreement (#DO-19-2566-72) that includes a project application approved by the Chancellor's Office.

**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: \$200,000.00 (grant-funded)	Board Date: February 24, 2020
Prepared by: Maria N. Gil, Senior Resource Development Coordinator	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT**

This grant sub-agreement (hereinafter “Agreement”) is entered into on this 24<sup>th</sup> day of February, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and San Mateo County Community College District, on behalf of **Cañada College** (hereinafter “SUBCONTRACTOR”), which is hosting the **Regional Director for Special Projects**. 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 “Key Talent Administration and Sector Strategy” grant, Prime Award #19-207-001 (hereinafter “Grant”), from the California Community Colleges Chancellor’s Office (hereinafter “PRIME SPONSOR”), Workforce and Economic Development Division, to provide fiscal management and technical support services for the PRIME SPONSOR’s workforce and economic development programs, such as regional initiatives and Key Talent positions; 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 and supervise the **Regional Director for Special Projects**, which is supported by the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. **Statement of Work**

SUBCONTRACTOR agrees to perform the work as described in the Scope of Work (*Exhibit A*), which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. **Period of Performance**

The period of performance for this Agreement shall be from January 1, 2020, through September 30, 2020.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$200,000, with 4% allowable for SUBCONTRACTOR’s indirect costs.

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, which by reference is incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as budget categories are not added, the total dollar amount is not affected, and the outcomes of the Agreement will not be materially affected, otherwise approval by the PRIME SPONSOR is required.

5. Matching Contribution

There is a one-to-one matching requirement for these funds. SUBCONTRACTOR must identify the in-kind and/or cash match in the Scope of Work (*Exhibit A*) that can be used to meet the match requirement. At the end of the project year, SUBCONTRACTOR shall submit documentation that this grant requirement was met as part of the final invoice and/or final reporting process.

6. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 80% after the Agreement is fully executed and a final payment of 20%. The final payment is contingent upon the review and approval of the final performance and expenditure reports by the PRIME SPONSOR. Payments shall not exceed the amount listed under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment via e-mail sent to Sarah Santoyo, Fiscal Agent Administrator at Santoyo\_Sarah@rsccd.edu and copy Maria Gil, Fiscal Agent Specialist at Gil\_Maria@rsccd.edu. The subject line of the invoice should be as follow: "Invoice Enclosed – District Acronym/RD-IE/Sub-Agreement#".

Refer to the Invoice Form and Instructions (*exhibit B*) for guidance on how to complete and submit invoices. (NOTE: an electronic version of the invoice form will be provided to the SUBCONTRACTOR).

7. Reporting

Through this Agreement SUBCONTRACTOR agrees to provide data and submit reports, as requested and required by the PRIME SPONSOR. The PRIME SPONSOR and/or RSCCD will provide guidance and instructions on reporting to the SUBCONTRACTOR.

8. 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.

9. 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 or the PRIME SPONSOR, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

10. Subcontract Assignment

No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Notices

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

**RSCCD: Primary Contact:**  
Sarah Santoyo, Fiscal Agent Administrator  
Rancho Santiago Community College District  
2323 N. Broadway, Ste. 201  
Santa Ana, CA 92706  
(714) 480-7466; santoyo\_sarah@rsccd.edu

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

**SUBCONTRACTOR:**

**Primary Program Contact or Supervisor of Record:**  
Julian Branch  
Director of Workforce Development  
Cañada College  
4200 Farm Hill Blvd  
Redwood City, CA 94061  
(650) 306-3428; branchj@smccd.edu

**Fiscal Representative:**

Bernata Slater  
Chief Financial Officer  
3401 CSM Drive  
San Mateo, CA 94402  
(650) 358-6795; slaterb@smccd.edu

17. 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.

18. 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 (*Exhibit C* – Articles I, Rev. 07/18 and Article II, Rev. 05/14), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

2. Assurances

By signing this Agreement the Parties certify that they comply with the Legal Terms and Conditions described in Article II (Rev. 5/14) regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: SAN MATEO  
COUNTY COMMUNITY COLLEGE  
DISTRICT

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

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

Name: Peter J. Hardash

Name: Bernata Slater

Title: Vice Chancellor

Title: Chief Financial Officer

Title: Business Operations/Fiscal Services

Title: Chief Financial Officer

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

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

Board Approval Date: February 24, 2020

94-3084147

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: Scope of Work/Project Application approved by the Chancellor's Office

Exhibit B: Invoice Form and Instructions

Exhibit C: Articles I, Rev. 07/2018 and Article II, Rev. 05/14

*(NOTE: Articles I and II are included as a reference for the appropriate and allowable use of grant funds. The payment and reporting terms in the Articles only pertain to the Fiscal Agent. The payment and reporting terms for the SUBCONTRACTOR are in the body of the actual Agreement, under clauses #6 and #7.)*



## EXHIBIT A

Scope of Work/Project Application  
[approved by the Chancellor's Office]

**APPENDIX B**

**THIS FORM MAY NOT BE REPLICATED**



**The following information are linked throughout the forms package:**

<b>DISTRICT (Grantee):</b>	<b>San Mateo County CCD</b>	-
<b>COLLEGE:</b>	<b>Cañada College</b>	-
<b>PROJECT:</b>	<b>Regional Director Special Projects</b>	-
<b>FISCAL YEAR:</b>	<b>2019/20</b>	-
<b>RFA NUMBER:</b>	<b>18-207</b>	-
<b>FUNDING SOURCE:</b>	<b>Economic and Workforce Development (EWD) SB 1402</b>	-
<b>PROJECT BUDGET:</b>	<b>\$ 200,000</b>	-

**APPENDIX B****THIS FORM MAY NOT BE REPLICATED**

PROJECT: Regional Director Special Projects

DISTRICT: San Mateo County CCD

COLLEGE: Cañada College

RFA NUMBER: 18-207

**CONTACT PAGE**

District: <u>San Mateo County Commuinty College District</u>		
Address: <u>3401 CSM Drive</u>		
City: <u>San Mateo</u>	State: <u>CA</u>	Zip: <u>94402</u>

<b>District Superintendent/President</b> <i>(or authorized designee)</i>		
Name: <u>Dr. Jamillah Moore</u>	Phone: <u>(650) 306-3456</u>	
Title: <u>College President</u>	Fax: _____	
E-mail Address <u>moorej@smccd.edu</u>		

<b>Responsible Administrator</b> <i>(Should not be the same as Project Director)</i>		
Name: <u>Julian Branch</u>	Phone: <u>(650) 306-3428</u>	
Title: <u>Director of Workfoce Development</u>	Fax: _____	
E-mail Address <u>branchj@smccd.edu</u>		

<b>Project Director</b> <i>(Person responsible for conducting the daily operation of the grant)</i>		
Name: <u>TBD</u>	Phone: <u>TBD</u>	
Title: <u>Regional Director for Special Projects</u>	Fax: <u>TBD</u>	
E-mail Address <u>TBD</u>		

<b>Person Responsible for Data Entry</b>		
Name: <u>Julian Branch</u>	Phone: <u>(650) 306-3428</u>	
Title: <u>Director of Workfoce Development</u>	Fax: _____	
E-mail Address <u>branchj@smccd.edu</u>		

<b>District Chief Business Officer</b> <i>(or authorized designee)</i>		
Name: <u>Bernata Slater</u>	Phone: <u>(650) 358-6795</u>	
Title: <u>Chief Financial Officer</u>	Fax: _____	
E-mail Address <u>Slaterb@smccd.edu</u>		

<b>Person Responsible for Budget Certification</b>		
Name: <u>Graciano Mendoza</u>	Phone: <u>(650) 306 3274</u>	
Title: <u>Vice President, Adminstrative Services</u>	Fax: _____	
E-mail Address <u>mendezag@smccd.edu</u>		

**APPENDIX B**

**THIS FORM MAY NOT BE REPLICATED**

**PROJECT: Regional Director Special Projects**

**DISTRICT: San Mateo County CCD**

**COLLEGE: Cañada College**

**RFA NUMBER: 18-207**

#ERROR!

**APPLICATION BUDGET DETAIL SHEET**

**MATCH**

Object of Expenditure	Classification	1.0
		200000.0
1000.0	Vice President of Instruction (.05)	10,806.00
	Dean of Science and Technology (.05)	8,777.00
		\$ -
2000.0	Instructional Aid II (.10)	7,692.00
	Program Service Cordinator (.10)	7,259.00
	Director of Workforce Development (.10)	12,973.00
	Program Supervisor of Career Education (.05)	4,700.00
	Staff Assisstant - Short Term 762 hrs @ \$23.81	18,148.00
	Technical Support Staff - IT 60 phr	900.00
	Custodial at hrs \$40.00	1,638.00
	Audio Visual 35.92 p hr	2,910.00
3000.0	Vice President of Instruction @ 32.43%	3,504.00
	Director of Workforce Development @ 36.99	4,799.00
	Program Service Cordinator @ 54.20	3,935.00
	Instructional Aid II @54.20	4,169.00
	Dean of Science and Technology @ 32.43%	2,846.00
	Program Supervisor of Career Education @ 42.74%	2,009.00
	Staff Assisstant - Short Term @ 13.75%	2,495.00

**19,583**

**56,220**

5.1 (12)

			23,757
4000.0	Office Supplies (SWP)	4,000.00	
		-	
		-	
		\$ -	
		\$ -	4,000
5000.0	Independent SW Contractors (Source: SWP)	63,540.00	
	In kind office Space at Menlo Park Location @ 2450 per month 300 SQ (Menlo Park)	29,400.00	
	Conference Registration 4 @ 375 (Source: SWP)	1,500.00	
	In-kind Conference space \$2,000 8hrs@ 250/hr.)	2,000.00	
		\$ -	96,440
6000.0		\$ -	
		\$ -	-
7000.0		\$ -	
		\$ -	-
<b>TOTAL DIRECT COSTS:</b>		<b>200,000.00</b>	
<b>TOTAL INDIRECT COSTS (Not to Exceed 4% of Direct Costs):</b>			
<b>TOTAL COSTS:</b>		<b>200,000.00</b>	

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: Julian Branch, Director of Workforce Development

Authorized Signature: 

Date: 1/28/2020

**District Chief Business Officer (or authorized designee):**

Name: PP Bernata Slater, Chief Financial Officer

Authorized Signature:  P. Fitzsimmons

Date: 1/29/20

**APPENDIX B**

**THIS FORM MAY NOT BE REPLICATED**

**PROJECT: Regional Director Special Projects**

**DISTRICT: San Mateo County CCD**

**COLLEGE: Cañada College**

**RFA NUMBER: 18-207**

**APPLICATION BUDGET DETAIL SHEET**

Object of Expenditure	Classification	PROJECT BUDGET	
		\$	200,000
1000		\$	-
		\$	-
		\$	-
		\$	-
2000	Project Director -Step 5	\$	95,724
		\$	-
		\$	-
		\$	-
			95,724
3000	<b>Employee Benefits</b>		
	Employee Benefits @ .46	\$	44,033
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
			44,033
4000	<b>Supplies and Materials</b>		
	Office Supplies	\$	2,451
	Lap Top Computer	\$	2,500
		\$	-
		\$	-
		\$	-



**APPENDIX B**  
**THIS FORM MAY NOT BE REPLICATED**

**PROJECT: Regional Director Special Projects**

**DISTRICT: San Mateo County CCD**

**COLLEGE: Cañada College**

**RFA NUMBER: 18-207**

**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	
				100%
			\$ 200,000	\$ 200,000
1000	INSTRUCTIONAL SALARIES	1	\$ 0	\$ 19,583
2000	NONINSTRUCTIONAL SALARIES	2	\$ 95,724	\$ 56,220
3000	EMPLOYEE BENEFITS	3	\$ 44,033	\$ 23,757
4000	SUPPLIES AND MATERIALS	4	\$ 4,951	\$ 4,000
5000	OTHER OPERATING EXPENSES AND SERVICES	5	\$ 47,600	\$ 96,440
6000	CAPITAL OUTLAY	6	\$ 0	\$ 0
7000	OTHER OUTGO	7	\$ 0	\$ 0
<b>TOTAL DIRECT COSTS:</b>		8	\$ 192,308	\$ 200,000
<b>TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):</b>		9	\$ 7,692 #REF!	
<b>TOTAL COSTS:</b>		10	\$ 200,000	\$ 200,000

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:** Julian Branch **Title:** Director of Workforce Development

**Authorized Signature:**  **Date:** 11/20/2020

**District Chief Business Officer (or authorized designee):**

**Name:** PP Bernata Slater **Title:** Chief Financial Officer

**Authorized Signature:**  P. H. THOMPSON **Date:** 11/29/20



**APPENDIX B**

THIS FORM MAY NOT BE REPLICATED

PROJECT: Regional Director Special Projects  
 DISTRICT: San Mateo County CCD  
 COLLEGE: Cañada College  
 RFA NUMBER: 18-207

SECTOR: TBD by the region

REGION: Bay Region

FISCAL YEAR: 2019 / 2020

SUBAGREEMENT NUMBER:

**Statement of Work (Annual Workplan)**

<b>Project Name</b>	TBD - The new RD for Special Projects will participate in the Bay Region Regional Engagement Process whereby colleges and other stakeholders will surface projects that meet our Regional Plan Goals and improve SWP metrics. This includes active participation in biweekly calls with BACCC, the RDs, the K14 and Guided Pathways TAPs and participation on biweekly Regional Engagement calls and monthly calls convened by BACCC to ensure college's / the region drives regional staff workplans	
	Description:	
<b>Description of Opportunity</b>	Bridge supply/demand gap	TBD
	Drop-down Menu	
	Drop-down Menu	
	Description:	
<b>Supporting Evidence</b>	Drop-down Menu	TBD
	Drop-down Menu	
	Drop-down Menu	
	Description:	
<b>Alignment with Sector Strategy and Regional Objectives</b>	Drop-down Menu	TBD
	Drop-down Menu	
	Drop-down Menu	
	Description:	
<b>Projected Outcome</b>	Drop-down Menu	TBD
	Description:	
<b>Strong Workforce Metric</b>	Drop-down menu	TBD

**Project Plan**

Milestone	Description of Milestone	Responsible	Significance of Milestone to	Dependencies	Completion Date
1	Collaboration with the Centers of Excellence, and in consultation with colleges, K12 partners and employers identify critical workforce development or other gaps at the regional or subregional level in need of project management	RD - Special Projects in consultation with the BACCC, COE, Colleges, K12 and Industry partners, etc.	Due diligence done on the data front to determine what the data says are the biggest regional demand vs supply or other gaps in the region	Guidance / feedback from John Carrese and Doreen O'Donovan, Centers of Excellence on approach to the LMI analysis; active participation in the Regional Engagement Process to confer with colleges, K12 partners, industry and other stakeholders on high priorities in need of project management	
2	Assess Program Capacity & Performance: In collaboration with the Centers of Excellence, and in consultation with CTE leaders, assess performance of programs using LaunchBoard data to identify greatest opportunities for improvement.	RD - Special Projects in consultation with the BACCC, COE, Colleges, K12 and Industry partners, etc.	Due diligence done on programs to determine areas of greatest opportunity for improvement as defined by academic and sector leaders, and corroborating data	Quality contributions and support. Data from John Carrese and Doreen O'Donovan (Centers of Excellence) on program performance; consultation with colleges, K12 partners, industry and other stakeholders about past and existing programs.	

3	Identify and Prioritize Areas of Focus: Propose areas of focus for improvement of outcomes, including investment and work plans. Further, identify priority high impact solutions by college. Workplan details fleshed out and agreed to in concept with college.	RD - Special Projects in consultation with the BACCC, COE, Colleges, K12 and Industry partners, etc.	Identifies scalable and sustainable solutions and applications. Crystalizes and optimizes due diligence performed in steps 1&2 to focus efforts with greatest	Guidance / feedback from BACCC, host college, and other regional leaders
---	---	--	---	--

Project Plan					
Milestone	Description of Milestone	Responsible	Significance of Milestone to Outcome	Dependencies	Completion Date
4	Craft a shared vision with colleges: CTE Deans and faculty help shape project management investments; RD Special Projects translates into RJV and/or NOVA proposals as applicable	RD Special Projects	Ensures strategic alignment with district/region vision, goals and success metrics	CTE Deans and faculty	Spring 2020
5	Incorporate Priorities/Areas of Focus into Regional Workplan	RD Special Projects	Ensures strategic alignment with Region's Workforce Development Plan	BACCC	Spring 2020
6	Align SWP Local/Regional Funding with Workforce Plan. Seek or apply funding (RJV, SWP, K12 SWP, other) to implement or document project, and share results in accordance with Regional Engagement Process	RD Special Projects	Ensures necessary funding exists to implement workplan.	Community college, K12, industry and other stakeholders via Regional Engagement Process	Fall 2020
7	Final draft of WorkPlan completed. Implementation begins	RD Special Projects	Implementation phase	As needed and defined in workplan	Fall - Winter 2020
8	Annual Reports on Progress towards Plan Implementation	RD Special Projects	Ensure plan is being implemented as detailed and budgeted; identify any areas of concerns and/or need to	As needed and defined in workplan	Spring 2020

**Project Plan Outcome**

<p style="text-align: center;">Drop-down Menu</p> <hr/> <p>Impact on Multi-Year Project:</p> <div style="border: 1px solid black; height: 150px; width: 100%;"></div>	<p><i>Current Year: Actual vs. Projected Outcome</i></p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div> <p><i>Barriers Overcome:</i></p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div> <p><i>Barriers NOT Overcome:</i></p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div> <p><i>Lessons Learned:</i></p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div>
---	---

## EXHIBIT B

### Invoice Form and Instructions

# COLLEGE/DISTRICT LETTERHEAD/LOGO

## INVOICE

Date:

Invoice No.:

Purchase Order No.:

Name

Address:

City:

State:

Zip:

Attn:

---

**Bill To:** Rancho Santiago CCD (RSCCD)  
Attn: Sarah Santoyo  
2323 North Broadway, Ste. 201  
Santa Ana, CA 92706

---

Grant Number:

Fiscal Agent Sub-Agreement Number:

Chancellor's Office Project Monitor:

Payment Type:     Advance Payment             Progress Payment             Final Payment

Other Payment (describe):

Description of Work and Dates Services Rendered:

**Total Amount Due: \$**

---

**District/College Accounting Office Contact:**

**District/College Program Contact:**

Name:

Name:

Title:

Title:

Email:

Email:

Phone number:

Phone number:

**Please send payment to the address above.**

## Instructions for Invoice Template

Submit invoices electronically to the fiscal agent, Maria Gil at [Gil\\_Maria@rsccd.edu](mailto:Gil_Maria@rsccd.edu). The e-mail subject line must state "Invoice Enclosed – District Acronym/DSN/Grant Number".

Example: RSCCD/Santa Ana/DSN/#18-459-008

If you are submitting a corrected invoice, please state it in the subject line "REVISED Invoice Enclosed – District Acronym/Key Talent Role or Program/Grant Number".

Below are additional details about each field. If you have any questions about this Invoice Template, please contact your CCCCCO Program Contact/Monitor or the Fiscal Agent at [Gil\\_Maria@rsccd.edu](mailto:Gil_Maria@rsccd.edu).

**Letterhead/logo** - Insert letterhead or logo image.

**Date** – Enter the date the invoice was created.

**Invoice No.** – Enter an invoice number to be used for internal purposes by the community college district/college.

**Purchase Order No.** - Enter the purchase order number issued by the Fiscal Agent.

**Name** – Using the drop down list to select the District name or enter information manually. The name must match the name listed on the sub-agreement with the Fiscal Agent.

**Address** – Enter the District address which should match with the address listed on the sub-agreement with the Fiscal Agent.

**Grant Number** – Enter the grant number provided by the Project Monitor.

**Fiscal Agent Sub-Agreement Number** – Enter the sub-agreement number listed on the page footer of the sub-agreement with the Fiscal Agent.

**Chancellor's Office Project Monitor** – Enter the name of the Chancellor's Office Project Monitor. If unknown, enter the Program Name.

**Payment Type** – Identify the payment type (advance, progress, final or other payment). If other payment is clicked, provide a brief description of the payment type.

**Description of Work and Dates Services Rendered** – Provide a description of the work performed and the dates of services rendered.

**Total Amount Due** – Enter the amount invoiced to CCCCCO.

**District/College Accounting Office Contact Information** – Identify an accounting office contact.

**District/College Program Contact Information** – Identify a program contact who can address questions about the work performed.

# EXHIBIT C

Chancellor's Office, California Community Colleges  
Workforce and Economic Development Division

## GRANT AGREEMENT

### ARTICLE I

Key Talent Administration & Sector Strategy Fiscal Agent  
Program-Specific Legal Terms and Conditions  
September, 2018

### ARTICLE II

Standard Legal Terms and Conditions  
(Revision 5/15/14)

To access a copy of Articles I and II, [click here](#).

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To:	Board of Trustees	Date: February 24, 2020
Re:	Approval of First Amendment to Sub-Agreement between RSCCD and Carnegie Mellon University for the California Education Learning Lab Grant	
Action:	Request for Approval	

**BACKGROUND**

The Governor’s Office of Planning and Research (OPR) released a Request for Application for a competitive grant, the California Education Learning Lab, in order to solicit project proposals that would “improve learning outcomes and close equity and achievement gaps, using learning science and adaptive learning technologies in online or hybrid college-level lower division courses.” Santa Ana College, California State University, Fullerton, University of California, Berkeley, and Carnegie Mellon University developed a project proposal, “Community-Sourced, Data-Driven Improvements to Open, Adaptive Courseware,” that would develop online Science, Technology Engineering and Math (STEM) courses and would use learning technologies to improve completion and achievement of STEM courses, especially among underrepresented and disadvantaged students. OPR selected the project, and awarded a \$1,300,000 grant to Santa Ana College (the applicant) to implement the project proposal.

**ANALYSIS**

Santa Ana College (SAC) and Carnegie Mellon University (CMU) mutually agree to revise the sub-award amount for CMU. This revision would allow for CMU to contract directly with, and thereby lead the implementation and oversight of Amazon Web Services. An amendment to the sub-agreement has been developed to reflect the augmentation of the sub-award from \$311,191 to \$332,791.

Please click [here](#) for the original sub-agreement.

**Project Director:** Cherylee Kushida

**Project Administrator:** Dr. Jeffrey Lamb

**RECOMMENDATION**

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

Fiscal Impact:	\$21,600 (grant-funded)	Board Date: February 24, 2020
Prepared by:	Carolyn Hoffman, Special Projects Specialist	
Submitted by:	Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by:	Marvin Martinez, Chancellor	

**FIRST AMENDMENT TO GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CARNEGIE MELLON UNIVERSITY**

This **First Amendment** (hereinafter “Amendment”) to the grant sub-agreement is entered into on this 24<sup>th</sup> day of February, 2020, between Rancho Santiago Community College District (hereinafter “RSCCD”) and **Carnegie Mellon University** (hereinafter “SUBCONTRACTOR”), to amend that certain agreement #DO-18-2059-02 (hereinafter “Agreement”) dated November 18, 2019, between the parties with a term of June 30, 2019 through June 30, 2022 (hereinafter “Term”). RSCCD and SUBCONTRACTOR may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

**WHEREAS**, Santa Ana College was awarded a California Education Learning Lab grant, OPR18117, (hereinafter “Grant”) from the State of California, Office of Planning and Research, hereinafter “Prime Sponsor,” to implement the “Community Sourced, Data-Driven Improvements to Open, Adaptive Courseware” project; and

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

**WHEREAS**, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, it is mutually agreed by the Parties to amend the following:

**Total Cost will be amended as follows:**

3. Total Cost

The total cost to RSCCD for performance of the Agreement shall not exceed \$332,791 with 8% allowable indirect costs rate for SUBCONTRACTOR. This amount represents an increase of \$21,600 from \$311,191 to \$332,791.

**Budget will be amended as follows:**

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A, amended Exhibit A.1*) 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.

Except as amended herein, all other terms and provisions of the Agreement, to the extent that they are not inconsistent with this Amendment, remain unchanged.



**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this First Amendment to be executed as of the day that both Parties have signed the Amendment.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: *Carnegie Mellon  
University*

By: \_\_\_\_\_  
Name: Peter J. Hardash  
Vice Chancellor  
Title: Business Operations/Fiscal Services  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Board Approval Date: February 24, 2020

25-0969449  
Employer/Taxpayer Identification Number (EIN)

List of Exhibits (Updated February 2020)

Exhibit A: Grant Agreement that contains the approved project proposal

Exhibit A.1: Project Budget (amended)

Exhibit B: California Education Learning Lab Request for Applications

EXHIBIT A.1

Budget Table for Carnegie Mellon University

Project Name: California Education Learning Lab  
 "Improving Equity, Accessibility and Outcomes for STEM Gateway Courses"  
 Budget for Project Period: June 30, 2019 – June 30, 2022  
 Subawardee: Carnegie Mellon University (CMU)

	6/30/2019 – 6/30 2020	6/30/2020 – 6/30 2021	6/30/2021 – 6/30 2022	
	Year 1	Year 2	Year 3	TOTAL
<b>Budget Category</b>				
<b>PERSONNEL:</b> Salary and fringe benefits <i>Lauren Herckis, Co-PI</i> <i>TBH, Project Programmer</i> <i>Kim Larson, Learning Engineer</i> <i>TBH, Research Assistant</i> <i>Steven Moore, Ph.D. Student</i>	112,924	89,764	80,452	283,140
<b>TRAVEL</b>	2,000	2,000	1,000	5,000
<b>MATERIALS &amp; SUPPLIES</b>	0	0	0	0
<b>EQUIPMENT</b>	0	0	0	0
<b>CONSULTANT</b>	0	0	0	0
<b>SUBRECIPIENT</b>	0	0	0	0
<b>OTHER DIRECT COSTS (ODC):</b>				
ODC #1: Amazon Web Services*	2,500	8,750	8,750	20,000
ODC #2:	0	0	0	0
ODC #3	0	0	0	0
<b>Total Direct Costs</b>	<b>117,424</b>	<b>100,514</b>	<b>90,202</b>	<b>308,140</b>
<b>INDIRECT (F&amp;A) COSTS: Rate ≤ 8%**</b>	9,394	8,041	7,216	24,651
<b>Total Costs Per Year</b>	<b>126,818</b>	<b>108,555</b>	<b>97,418</b>	
<b>TOTAL COSTS FOR PROJECT PERIOD</b>				<b>332,791</b>

\*All costs associated with Amazon Web Services to be reallocated to CMU so the subrecipient can contract with said service provider directly. This reallocation will impact the budget's overall Other Direct Costs and Indirect Costs line items.

\*\*\$1,600 to be reallocated to CMU's Indirect Costs line item to accommodate for the reallocation of all direct costs associated with Amazon Web Services.

**RANCHO SANTIAGO COMMUNITY COLLEGE  
DISTRICT**

Educational Services

To: Board of Trustees	Date: February 24, 2020
Re: Approval of First Amendment to Agreement with Hyatt Regency Huntington Beach	
Action: Request for Approval	

**BACKGROUND**

This is an amendment to an existing agreement for additional cost for services. On July 15, 2019, the Board of Trustees approved an agreement with Hyatt Regency Huntington Beach.

Los Angeles & Orange County Regional Consortium received a final invoice requesting payment for wireless internet services that were provided for the Orange County Regional Retreat that was held on August 8, 2019.

**ANALYSIS**

The amendment to this agreement increases the contract by \$1,575.01. The total contract amount has increased from \$17,349.20 to \$18,924.21.

The project director is Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic and Workforce Development and the project administrator is Enrique Perez, Vice Chancellor of Educational Services.

**RECOMMENDATION**

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

Fiscal Impact: \$1,575.01	Board Date: February 24, 2020
Prepared by: Dr. Adriene “Alex” Davis, Assistant Vice Chancellor of Economic & Workforce Development	
Submitted by: Enrique Perez, J.D., Vice Chancellor of Educational Services	
Recommended by: Marvin Martinez, Chancellor, RSCCD	

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND HYATT REGENCY HUNTINGTON BEACH**

This First Amendment to Agreement is dated effective as of the later of (2/24/2020) or the date fully executed by both parties ("Effective Date") and is entered into by and between Rancho Santiago Community College District ("District"), a California community college district and political subdivision of the State of California, with its principle place of business located at 2323 N. Broadway, Santa Ana, CA 92706 and Hyatt Regency Huntington Beach; having its principal business address located at 21500 Pacific Coast Highway, Huntington Beach, CA 92648 (hereinafter called "Contractor").

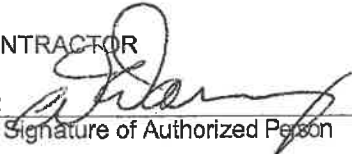
District and Contractor entered into a certain Agreement dated effective 7/18/2019 (the "Agreement").

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

1. This Agreement is hereby amended to augment the total cost of the contract from \$17,349.20 to \$18,924.21, this is an increase of \$1,575.01.
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement between District and Contractor with respect to the amendment to the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

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

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR  
BY:   
Signature of Authorized Person  
Print Name: DAVID DANSEY  
Print Title: AREA DIRECTOR OF FINANCE  
Date: 02/10/20

Rancho Santiago Community College District  
BY: \_\_\_\_\_  
Signature  
Print Name: Peter J. Hardash  
Title: Vice Chancellor of Business Operations & Fiscal Services  
Date: \_\_\_\_\_



# EVENT SERVICE CONFIRMATION

ESO#: 236005-0713185

Site ID: HUNT8445-31

Site Name: Hyatt Regency Huntington Beach Resort & Spa

Group: RANCHO SANTIAGO CC

### Group information

RANCHO SANTIAGO CC  
Marbella Ruiz  
2323 N BROADWAY  
SANTA ANA, CA 92706-1606  
(714) 955-2612  
[ruiz\\_marbella@rscod.edu](mailto:ruiz_marbella@rscod.edu)

### Event information

Setup Time: 6:00 AM on Fri Aug 10, 2018  
Event Begin: 7:00 AM on Fri Aug 10, 2018  
Event End: 4:00 PM on Fri Aug 10, 2018  
Description:

### Contact information

Eddie Orellana (RoomNet Contact)  
(714) 651-6549  
[eddie.orellana@room-net.com](mailto:eddie.orellana@room-net.com)

### Additional information

Onsite Setup/Config Assist: No  
Additional Comments: • 25% discount Network name:  
Rancho SCC • Access Code : RSCC2018

Set Tech

Strike Tech

### Room information

Room Dates  
Vista Ballroom I 2.4\_A35 8/10/2018 - 8/10/2018

### Pricing Summary

Item	Qty	Fee	SubTotal	Days	Total
Wireless Internet	1	\$2,000.00	\$2,000.00	1	\$2,000.00
Price Adjustment	1	(\$424.99)			\$1,575.01
<b>GRAND TOTAL:</b>					

### Signature of Order Acceptance

I hereby agree that I have thoroughly reviewed the event order detail listed above for accuracy and that this order constitutes my complete request for service. I understand that changes to this Event Service Order (ESO) must be made in writing and delivered to my RoomNet event manager no less than 48 hours prior to the start time listed on this ESO. By acceptance of this agreement and by use of RoomNet's services, I agree to be bound by all Terms of Service listed below as well RoomNet's Acceptable Network Use Policy (AUP).

Customer Signature

Please fax a copy of the signed Event Service Order to RoomNet at 714-415-2450.

Approved

2/11/2020

Dr. Adriene Davis

Date

Assistant Vice Chancellor, Economic & Workforce Development



HYATT REGENCY HUNTINGTON BEACH  
21500 PACIFIC COAST HIGHWAY  
HUNTINGTON BEACH, CA 92648-US

CHERYL MARTIN  
Telephone: (714) 845-4648  
Fax: (714) 845-4670  
Email: CHERYL.MARTIN@HYATT.COM

## EVENT SALES AGREEMENT

Date Prepared: Friday, June 07, 2019

Group Contact: Marbella Ruiz

Organization: Rancho Santiago Community College District

Address: 2323 N Broadway, Santa Ana, CA 92706

Telephone: 714-955-2612                      Email: Ruiz\_marbella@rscgd.edu

---

Event Name: Orange County Regional Retreat

Official Event Dates: Thursday, August 8, 2019

Hotel Sales Manager: Cheryl Martin

Title: Sr. Event Sales Manager

Telephone: (714) 845-4648                      Fax: (714) 845-4670                      Email: Cheryl.martin@hyatt.com

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ("Group") and HYATT REGENCY HUNTINGTON BEACH ("Hotel") agree as follows:

### GROUP'S FIRST OPTION DUE DATE

Hotel agrees to hold the meeting and event space listed in this Event Sales Agreement (the "Agreement") for the Event named above on a tentative basis until **Friday, June 21, 2019**. If this Agreement is not fully executed by Group and returned to Hotel by **Friday, June 21, 2019**, Hotel may release the guest the meeting and event space. Once the contract is signed your reservations will be confirmed and considered a definite booking. Initial deposit will be to the the Hotel by Group on **Monday, July 1, 2019**.

### AGENCY

Group is being represented by **Marbella Ruiz**, who is the exclusive agent of Group, and has complete authority to represent Group in all matters arising under this Agreement. Group acknowledges and agrees that Hotel may act in accordance with the directions given by Agent consistent with this Agreement and that Group will be bound by the agreements made by Agent and will pay all fees, charges, costs and expenses due and owing Hotel in accordance with any such agreements. Agent is the agent of Group and not of Hotel. In the event questions arise over amounts paid or payable to Agent under this Agreement, Hotel will abide by the requests or decisions of Group (including, without limitation, providing Group copies of this Agreement and other Event materials). In no event shall Hotel be liable to Agent, if Group terminates Agent, as its agent. Group hereby agrees to defend, indemnify and hold harmless Hotel from any liability arising out of Group's appointment or termination of Agent as its agent or Hotel's payment of amounts owed to Agent.

### GUEST ROOM RATES

The Hotel offers a discounted rate for the evening of your event. This discounted rate will vary daily and will be a percentage off of the rate of the day. Resort fee and applicable taxes will apply; standard cancelation fees will apply.

Your guests will be able to book via Hyatt.com, mobile application or by calling the 800 number with a special rate code. Once your contract is definite your reservations coordinator will contact you with custom code and/or link to book.

**RESORT SERVICES PROGRAM**

The Resort Services Program is in effect at a daily fee of **\$30.00** per room, per night. The program includes fitness center access, local/800 call access, "Print Me" guest room access, in-room bottled water (2 per day), and two for one – half day bike rental, surfboard and golf bag storage, incoming/outgoing fax, and in-room safe.

**PROGRAM OF EVENTS**

Your private function has been booked on a first option tentative basis:

Day	Date	Function	Time	Set Up	# of guests	Room Rental
Thursday	08/08/19	Registration  (VISTA FOYER)	7:30am – 8:30am	OTHER	0	WAIVED
Thursday	08/08/19	Meeting  (VISTA BALLROOM)	8:00am – 5:00pm	CRESENT ROUNDS OF 6	60	WAIVED
Thursday	08/08/19	Lunch  (CALIFORNIA COURTYARD)	12:00pm – 1:00pm	BANQUET ROUNDS OF 10	60	\$500.00

**MEETING AND EVENT SPACE COMMITMENT**

Hotel will hold the meeting and event space as set forth above on the Program of Events, This is considered to be a firm commitment by Group and any increase or decrease to that commitment or Group’s Food and Beverage Revenue Commitment (as defined below) may result in a modification of Group’s Meeting and Event Space Rental Fee (as defined below), if any, by Hotel. All meeting and event space is assigned by Hotel according to the number of persons guaranteed to attend the Event. Hotel may reassign the meeting or event space listed on the Program of Events at Hotel's sole discretion.

Meeting and event space rental for this Event is **\$500.00** (the "Room Rental Fee"). The Meeting Event Space Rental Fee is subject to taxes and service charges in effect at the time of the Event.

**FOOD AND BEVERAGE REVENUE COMMITMENT**

By entering into this Agreement, Group agrees to provide a minimum of **\$11,000.00** in event food and beverage revenue (the "Food and Beverage Revenue Commitment"). The Food and Beverage Revenue Commitment excludes services charges, taxes, audio visual, parking or other associated expenses applicable at the time of the Event.

Should Group's actual meeting and event food and beverage revenue fall below the Food and Beverage Revenue Commitment based on the number of Event attendees, Hotel will advise Group of additional alternatives in food and beverage which will meet the Food and Beverage Revenue Commitment. If Group nonetheless does not reach the Food and Beverage Revenue Commitment, any outstanding balance will be charged to Group’s Meeting and Event Space Rental Fee.

In order for the Hotel to prepare appropriately for food and beverage events, Group agrees to provide the guaranteed number of attendees at least four (4) days prior to the first day of events. This number will be consider a final guarantee, not subject to reduction. A surcharge of up to five percent (5%) will be assessed for menu changes that are received less than four (4) days prior to the first day of events,

All banquet food and beverage arrangements must be made through Hotel. Only food and beverage purchased from Hotel may be served on Hotel property. Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the age limit mandated by applicable law are present at the Event and attempt to receive service of alcoholic beverages. Hotel reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet its Food and Beverage Revenue Commitment set forth in this Section. Therefore, Hotel and Group agree that: (a) the damages suffered by Hotel in the event that the Food and Beverage Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.



**SERVICE CHARGES—FOOD AND BEVERAGE**

A service charge and applicable taxes that are in effect at the time of the Event shall be added to all food and beverage charges. The current service charge is 25.00%, of which 70.00% is allocated to service personnel who provide services for the Event as a gratuity and 30.00% is retained (and not distributed as a tip or other gratuity) by Hotel.

Service charges may be subject to sales or other taxes in effect at the time of the Event. Group and its attendees may provide an additional tip to Hotel’s staff. All service charges will be posted to Group’s Master Account.

**DEPOSITS**

Group shall provide a non-refundable (except as specifically provided herein) deposit in the total amount of **\$10,000.00** payable as set forth in the table below. All deposits will be credited towards Cancellation Charges (defined below) due to Hotel. Payment may be made by check, credit card, wire transfer or ACH.

Twenty (20) percent of the first deposit will be held for contingency. The Contingency Deposit will be credited toward any additional amounts charged for additional items or services requested and provided during the Event, and, if applicable, any other outstanding amounts owed by Group to Hotel. Any portion of the Contingency Deposit remaining after payment of such additional items and outstanding amounts will be refunded to Group.

A one-time non-refundable deposit in the amount of **\$10,000.00** will be due from Group **Monday, July 1, 2019**. All deposits will be credited towards any Attrition Charges (defined above) or Cancellation Charges (defined below) due to Hotel.

<b>Deposit Schedule for Ramcho Santiago Community College District</b>		
<b>Deposit</b>	<b>Deposit Amount</b>	<b>Deposit Due By</b>
1 <sup>st</sup> Deposit	\$10,000.00	Monday, 07/01/19
All Final Remaining Charges	To Be Based on Final Details	Thursday, 07/25/19 (Ten Business Days Prior)

**CANCELLATION OPTION – FOOD, BEVERAGE, AND EVENT SPACE**

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. In the event Group cancels without cause, Group shall pay Hotel liquidated damages in an amount calculated according to the table below (the "Cancellation Charges"), plus applicable taxes. Applicable Services Charges will be added to the Cancellation Charges when cancellation occurs sixty (60) days or less prior to the first date of the Event.

Less than One (1) month from the arrival date.	\$9,200.00 (80% of Food, Beverage and Room Rental Revenue Commitment)
Less than six (6) months to (1) month from arrival date	\$6,900.00 (60% of Food, Beverage and Room Rental Revenue Commitment)

Payment of the Cancellation Charges shall be made by Group to Hotel at the time this Agreement is canceled by written notice. Hotel and Group agree that: (a) the damages suffered by Hotel in the event that Group cancels without cause are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Cancellation Charges do not constitute a penalty.

In the event Hotel cancels this Agreement without cause, Hotel shall pay Group any direct damages suffered as a result of the cancellation, which damages shall not exceed the amount calculated according to the above scale.

## **RIGHTS OF TERMINATION FOR CAUSE**

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

- (i) if a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the party's control that in each case make it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or
- (ii) if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or
- (iii) if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination.

Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

## **INDEMNIFICATION AND HOLD HARMLESS**

Hotel agrees to defend, indemnify and hold Group harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees, agents or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of Hotel; or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

The parties' obligations under this Section shall survive completion or earlier termination of this Agreement.

## **INSURANCE**

Group and Hotel shall each maintain sufficient insurance to insure their obligations set forth in the Section of this Agreement titled "Indemnification and Hold Harmless," and each shall provide evidence of such insurance upon request.

## **PERMITS, LICENSES AND APPROVALS**

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; or (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

## **CONTRACTORS**

For any activity introduced onto Hotel's premises by an outside provider engaged by Group, Group will ensure that such providers comply with the terms of this Agreement and with any requirements for such providers as provided to Group by Hotel. Group will be fully responsible for such providers' actions or inactions and agrees to remove from Hotel's premises any outside provider that Hotel deems objectionable or whose activities cause reasonable concern. Upon request, Group will provide a certificate of insurance from such outside providers covering their actions and naming Hotel, the Hyatt Corporation and their affiliates as additional insureds with regard to their activities.

### **AMERICANS WITH DISABILITIES ACT**

Hotel acknowledges its obligation to comply with the public accommodations requirements of the Americans with Disabilities Act or similar local laws regarding access and public accommodation ("Public Access Laws") except those of Group including Group's obligation to (i) remove "readily achievable" physical barriers within the meeting rooms utilized by Group that Group created (e.g., set-up of exhibits in an accessible manner) and that are not controlled or mandated by Hotel; (ii) provide auxiliary aids and services where necessary to ensure effective communication of the Event to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) modify Group's policies, practices and procedures applicable to attendees as required to enable disabled individuals to participate equally in the Event. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Hotel shall notify Group of requests for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

### **COMPLIANCE WITH LAWS**

Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

### **CHANGES; NOTICE**

Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; (iii) facsimile evidenced by a machine-generated receipt; or (iv) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

### **DAMAGE TO HOTEL PREMISES**

Group shall be responsible for all damage to hotel premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted.

Group's obligations under this Section shall survive completion or earlier termination of this Agreement.

### **LIMITATION OF LIABILITY**

Except for damages covered by the indemnifying party's indemnification obligations as set forth in the Section titled "Indemnification and Hold Harmless," neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits. Under no circumstances shall this limitation of liability limit or waive Group's obligations to pay liquidated damages, including without limitation, Attrition Charges or Cancellation Charges that may be owed.

### **PRIVACY OF PERSONAL INFORMATION**

Hotel complies with the Global Privacy Policy for Guests, which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at Hotel ("Guests") where they may access the Privacy Policy. To the extent that Group transfer information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests and event attendees as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Hotel will protect and use personal data about Guests and event attendees that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services (e.g. web-based reservations method) may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) different than those in this Agreement.

**GOVERNING LAW; JURISDICTION**

This Agreement shall be governed by and construed under the laws of the State or Province in which Hotel's premises are located. Any controversy, claim or dispute arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the State or Province in which Hotel's premises are located for trial and determination without a jury. In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party.

**WAIVER OF JURY TRIAL**

To the extent permitted by law, the parties hereby expressly waive the right to a trial by jury.

**ATTORNEYS FEES**

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party. In addition, the party against whom collection is sought by non-judicial means shall be responsible for all reasonable costs (including reasonable attorneys' fees) incurred by the party that is successful in seeking collection of monies due pursuant to this Agreement.

**WAIVER**

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

**ENFORCEABILITY**

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

**COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Guest Room Block and/or meeting space as set forth herein.

**ENTIRE AGREEMENT**

This Agreement, along with the attached Program of Events and Hotel Information Sheet, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel's  
Authorized Representative

By Group's  
Authorized Representative

By:

*Cheryl J. Martin*      *Peter J. Hardash*

Name:

Cheryl J. Martin

Name:

Peter J. Hardash

Title:

Sr. Event Sales Manager

Title:

Vice Chancellor, Business Operations/Fiscal Services

Date:

7/18/19

Date:

7/17/19

Board Approved: July 15, 2019

Approval: Pre-Approval

*Enrique Perez*      6/26/19  
Enrique Perez, Vice Chancellor of      DATE  
Educational Services

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

To: Board of Trustees	Date: February 24, 2020
Re: Approval of Santa Ana College and Santiago Canyon College Guided Pathways Scale of Adoption Assessments	
Action: Request for Approval	

**BACKGROUND**

The State of California has invested \$150 million to help community colleges launch Guided Pathways as a framework for college transformation. As part of this investment, each college is receiving support for an intensive five-year planning and implementation process (2017-2022) to rethink and redesign their institutions to be more student-centered.

Colleges are encouraged to critically examine and document their practices and processes to leverage our guided pathways work to close equity gaps by identifying and addressing causes of inequity, removing systemic barriers, and focusing design decisions and resource allocation in ways that more effectively address needs of underserved groups.

The purpose of the Scale of Adoption Assessment (SoAA) is to assist colleges assess how far along they have come towards adopting essential guided pathways practices at scale and to inform the California Community College Chancellor's Office of the progress of our system in implementing Guided Pathways reforms and determine the types of support and resources colleges need in order to continue progress on these reforms.

**ANALYSIS**

Faculty, staff and administration at each college have reviewed processes and practices organized within the four pillars of Guided Pathways framework and noted their level of implementation: "not occurring", "planning at scale", "scaling in progress", and "at scale", as well as "next steps" that outline future action for improvement in areas that have "not occurred" or "not systematics". The colleges have attached the executive summary for their Scale of Adoption Assessments for your review and approval.

**RECOMMENDATION**

It is recommended that the Board approve the Santa Ana College and Santiago Canyon College Guided Pathways Scale of Adoption Assessments.

Fiscal Impact: None	Board Date: February 24, 2020
Prepared by: Nga Pham, Exec. Director, Research, Planning and Institutional Effectiveness	
Submitted by: Enrique Perez, J.D., Vice Chancellor, Educational Services	
Recommended by: Marvin Martinez, Chancellor	

**Santa Ana College**  
**Guided Pathways Scale of Adoption Assessment**

**EXECUTIVE SUMMARY**

**Introduction**

The State of California’s \$150 million one-time investment in the Guided Pathways framework has provided an opportunity for colleges to launch Guided Pathways as a framework for college transformation. As part of this investment, each college is receiving support for an intensive five-year planning and implementation process (2017-2022) to rethink and redesign their institutions to be more student-centered.

**Purpose**

The intent of the Scale of Adoption Assessment (SoAA) is two-fold:

1. To help your college assess how far along you are toward adopting essential guided pathways practices at scale.
2. To inform the California Community College Chancellor’s Office of the progress of our system in implementing Guided Pathways reforms.

This data collected by the Chancellor’s Office will inform the progress report to the legislature due in July annually. Additionally, the insights provided by colleges about their successes and challenges are critical in helping determine the types of support and resources needed from the Chancellor’s Office and/or partners in order to continue progress on these reforms.

The Scale of Adoption Assessment (SoAA) includes essential practices examined in CCRC’s book, *Redesigning America's Community Colleges: A Clearer Path to Student Success* by Thomas Bailey, Shanna Smith Jaggars, and Davis Jenkins (Harvard University Press, 2015). We are also interested in how colleges connect equity efforts to their pathways work, planning, and discussions. This is a point-in-time, cumulative report of your college’s efforts and progress. We suggest that you convene faculty, staff, and administrators from across areas of your college to discuss the extent to which each essential practice is currently implemented at your college.

**Organization**

The SoAA is organized by the four pillars of the Guided Pathways framework. Each pillar is then divided into several Essential Practices. For each Essential Practices, the College is tasked with indicating level of implementation, from “Not occurring,” “Not systematic,” “Planning to scale,” “Scaling in progress,” and “At scale.” In the instances in which an Essential Practice is “Not Occurring” or “Not Systematic”, the college has indicated “Next Steps” that outline our future actions for improvements.

In addition to the Essential Practices, new to this year’s SoAA is an opportunity to report on a success story related to the College’s Guided Pathways implementation.

**Shared Governance Participation**

The SoAA has been presented to the Academic Senate for a 1<sup>st</sup> and 2<sup>nd</sup> read and was approved at the December 10 meeting. SoAA is scheduled to be presented at SAC College Council on January 8 (1<sup>st</sup> read) and January 22 (2<sup>nd</sup> read and final approval) in preparation for presentation and approval by the RSCCD Board of Trustees on February 24. Final submission by SAC College President (Dr. Linda Rose) and Academic Senate President (Roy Shazhbazian) is required by March 1, 2020.

## Summary of Essential Practices at Santa Ana College

	Essential Practice	Scale of Adoption at SAC
Pillar 1 Clarify the Path	1a. Programs are organized and marketed in broad career-focused academic and communities or "meta-majors!".	Scaling in Progress
	1b. Every program is well designed to guide and prepare students to enter employment and further education in fields of importance to the college's service area.	Scaling in Progress
	1c. Detailed information is provided on the college's website on the employment and further education opportunities targeted by each program.	Scaling in Progress
	1d. Programs are clearly mapped out for students. Students know which courses they should take and in what sequence. Courses critical for success in each program and other key progress milestones are clearly identified. All this information is easily accessible on the college's website.	Scaling in Progress
	1e. Required math courses are appropriately aligned with the student's field of study.	Scaling in Progress
Pillar 2 Get on the Path	2a. Every new student is helped to explore career/college options, choose a program of study, and develop a full-time program plan as soon as possible.	Scaling in Progress
	2b. Special supports are provided to help academically underprepared students to succeed in the "gateway" courses for the college's major program areas.	Planning to Scale
	2c. Special supports are provided to help academically underprepared students to succeed in the program-relevant "gateway" math courses by the end of their first year.	Scaling in Progress
	2d. Special supports are provided to help academically underprepared students to succeed in the "gateway" English courses by the end of their first year.	Planning to Scale
	2e. Intensive support is provided to help very poorly prepared students to succeed in college-level courses as soon as possible.  <b><u>Next Steps Toward Implementing Practice at Scale:</u></b> <i>Identify areas of need for intensive support beyond specialty programs.</i>  <i>Learning and Math Centers are initiating targeted workshops for students who were unsuccessful in their Fall 2019 entry-level English and math courses during the 2020 spring intersession.</i>  <i>The anticipated launch of online tutoring through the Learning Center in 2020.</i>  <i>Credit and noncredit instruction are collaborating to develop pathway to transition from non-credit ESL to credit level EMLS.</i>	Not Systematic
	2f. The college works with high schools and other feeders to motivate and prepare students to enter college-level coursework in a program of study when they enroll in college.	Planning to Scale
Pillar 3 Stay on the Path	3a. Advisors monitor which program every student is in and how far along the student is toward completing the program requirements.	Planning to Scale
	3b. Students can easily see how far they have come and what they need to do to complete their program.	Planning to Scale
	3c. Advisors and students are alerted when students are at risk of falling off their program plans and have policies and supports in place to intervene in ways that help students get back on track.  <b><u>Next Steps Toward Implementing Practice at Scale:</u></b> <i>The expanded Early Alert system will help to identify those students who are struggling; however, it does not (currently) allow tracking of plan deviations.</i>  <i>Implementation of Starfish<sup>2</sup> will help to alert when students are at risk of falling off their program plans.</i>	Not Occurring
	3d. Assistance is provided to students who are unlikely to be accepted into limited-access programs, such as nursing or culinary arts, to redirect them to another more viable path to credentials and a career.	Not Systematic





	<p><i>Our non-credit Academic ESL program redesigned their curriculum using practice-based learning to give students opportunities to apply the knowledge they are learning in real-life settings. They are in their third year of implementation.</i></p>	
	<p><b>4d.</b> Faculty/programs assess whether students are mastering learning outcomes and building skills across each program, in both arts and sciences and career/technical programs.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Faculty/programs are assessing how successfully students are achieving learning outcomes but the documentation of assessments remains to be systematically collected. The newly-assigned Outcomes Assessment Coordinator will be providing further training on systematic documentation of assessments of student learning outcomes.</i></p>	Not Systematic
	<p><b>4e.</b> Results of learning outcomes assessments are used to improve teaching and learning through program review, professional development, and other intentional campus efforts.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>An Outcomes Assessment Coordinator and Program Review Committee Chair have been selected and have been charged with updating processes to integrate outcomes assessment with program review.</i></p>	Not Systematic
	<p><b>4f.</b> The college helps students document their learning for employers and universities through portfolios and other means beyond transcripts.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>If occurring, this is happening at the individual faculty/discipline level. It will be important to identify where this is happening on campus and to create opportunities to share advantages of creating portfolios or other means of documenting student learning.</i></p>	Not Systematic
	<p><b>4g.</b> The college assesses effectiveness of educational practice (e.g. using CCSSE or SENSE, etc.) and uses the results to create targeted professional development.</p>	Planning to Scale

Note that full scale adoption is not expected for every college on every element within the five-year time frame. As a result, the scaling and progress for each practice will vary college by college. The Chancellor’s Office recognizes that these plans may also change as implementation efforts evolve. Those changes may be noted in future planning reports.

1. A meta-major is a collection of academic programs that have common or related content. Programs within a meta-major will share some common requirements to allow for early exploration as students may enroll in this broad field of interest without collecting excess units).
2. Starfish is student success solution software that offers early alert, case management, academic planning, and predictive analytics to harness the power of the campus community to engage, motivate, and graduate more students; securing valuable tuition revenue through greater student persistence.
3. SuperStrong is an assessment tool that measures vocational interests to help students become more aware of their own interests and personality traits. Results of the SuperStrong map to Santa Ana College’s Career and Academic Pathways. The tool is currently available to all students via the Guided Pathways landing pages, assessment center, and at feeder high-schools.

**Santiago Canyon College**  
**Guided Pathways Scale of Adoption Assessment**

**EXECUTIVE SUMMARY**

**Introduction**

The State of California's \$150 million one-time investment in the Guided Pathways framework has provided an opportunity for colleges to launch Guided Pathways as a framework for college transformation. As part of this investment, each college is receiving support for an intensive five-year planning and implementation process (2017-2022) to rethink and redesign their institutions to be more student-centered.

**Purpose**

The intent of the Scale of Adoption Assessment (SoAA) is two-fold:

1. To help your college assess how far along you are toward adopting essential guided pathways practices at scale.
2. To inform the California Community College Chancellor's Office of the progress of our system in implementing Guided Pathways reforms.

This data collected by the Chancellor's Office will inform the progress report to the legislature due in July annually. Additionally, the insights provided by colleges about their successes and challenges are critical in helping determine the types of support and resources needed from the Chancellor's Office and/or partners in order to continue progress on these reforms.

The Scale of Adoption Assessment (SoAA) includes essential practices examined in CCRC's book, *Redesigning America's Community Colleges: A Clearer Path to Student Success* by Thomas Bailey, Shanna Smith Jaggars, and Davis Jenkins (Harvard University Press, 2015). We are also interested in how colleges connect equity efforts to their pathways work, planning, and discussions. This is a point-in-time, cumulative report of your college's efforts and progress. We suggest that you convene faculty, staff, and administrators from across areas of your college to discuss the extent to which each essential practice is currently implemented at your college.

**Organization**

The SoAA is organized by the four pillars of the Guided Pathways framework. Each pillar is then divided into several Essential Practices. For each Essential Practices, the College is tasked with indicating level of implementation, from "Not occurring," "Not systematic," "Planning to scale," "Scaling in progress," and "At scale." In the instances in which an Essential Practice is "Not Occurring" or "Not Systematic", the college has indicated "Next Steps" that outline our future actions for improvements.

In addition to the Essential Practices, new to this year's SoAA is an opportunity to report on a success story related to the College's Guided Pathways implementation.

**Shared Governance Participation**

The SoAA has been presented to the Academic Senate for a 1st and 2nd read and was approved at the September 17, 2019 meeting. It was also presented at SCC College Council for a 1st and 2nd read and was approved at the September 24, 2019 meeting. It will be presented to the RSCCD Board of Trustees on Feb. 24, 2020. Final submission by SCC College President (Dr. John Hernandez) and Academic Senate President (Michael DeCarbo) is required by March 1, 2020.

## Summary of Essential Practices at Santiago Canyon College

	Essential Practice	Scale of Adoption at SCC
Pillar 1 Clarify the Path	<p><b>1a.</b> Programs are organized and marketed in broad career-focused academic and communities or "meta-majors!".</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>The draft of the "CAPs/Interest Areas" will be vetted throughout the campus, including students. Further discussion will begin on how to market these areas to students.</i></p>	Planning to Scale
	<p><b>1b.</b> Every program is well designed to guide and prepare students to enter employment and further education in fields of importance to the college's service area.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Re-evaluate employment needs in service area and present information to departments; determine changes needed to align programs with employment needs.</i></p>	Not Systematic
	<p><b>1c.</b> Detailed information is provided on the college's website on the employment and further education opportunities targeted by each program.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Discuss possible template for websites; incorporate into program pathways template; review available software.</i></p>	Not Systematic
	<p><b>1d.</b> Programs are clearly mapped out for students. Students know which courses they should take and in what sequence. Courses critical for success in each program and other key progress milestones are clearly identified. All this information is easily accessible on the college's website.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Finalize template for program maps; programs will complete a first draft</i></p>	Not Systematic
	<p><b>1e.</b> Required math courses are appropriately aligned with the student's field of study.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Evaluate implementation and make any needed revisions.</i></p>	Scaling in Progress
Pillar 2 Get on the Path	<p><b>2a.</b> Every new student is helped to explore career/college options, choose a program of study, and develop a full-time program plan as soon as possible.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Revise orientation process (in-person and online); evaluate career assessment tools</i></p>	Not Systematic
	<p><b>2b.</b> Special supports are provided to help academically underprepared students to succeed in the "gateway" courses for the college's major program areas.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Formally identify "gateway" courses; give programs the pertinent data; discuss embedded tutoring; explore the possibility of expanding SI to non-STEM courses</i></p>	Not Systematic
	<p><b>2c.</b> Special supports are provided to help academically underprepared students to succeed in the program-relevant "gateway" math courses by the end of their first year.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Evaluate implementation; plan for any needed revisions</i></p>	Scaling in Progress
	<p><b>2d.</b> Special supports are provided to help academically underprepared students to succeed in the "gateway" English courses by the end of their first year.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Evaluate implementation; plan for any needed revisions</i></p>	Scaling in Progress

	<p><b>2e.</b> Intensive support is provided to help very poorly prepared students to succeed in college-level courses as soon as possible.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b></p> <p><i>Examine data to determine what we currently do well and plan how to expand to all poorly prepared students.</i></p>	Not Systematic
	<p><b>2f.</b> The college works with high schools and other feeders to motivate and prepare students to enter college-level coursework in a program of study when they enroll in college.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b></p> <p><i>Hiring a part-time career counselor to work in our local HS district Plan how to grow or scale up programs that are successful.</i></p>	Planning to Scale

Pillar 3 Stay on the Path	<p><b>3a.</b> Advisors monitor which program every student is in and how far along the student is toward completing the program requirements.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b></p> <p><i>Evaluate the feasibility of expanding counseling faculty and having “academic coaches” for all students; Align with College Promise benefits.</i></p>	Not Systematic
	<p><b>3b.</b> Students can easily see how far they have come and what they need to do to complete their program.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b></p> <p><i>Evaluate software; Consider how to increase number of students that complete plans and utilize the software.</i></p>	Not Systematic
	<p><b>3c.</b> Advisors and students are alerted when students are at risk of falling off their program plans and have policies and supports in place to intervene in ways that help students get back on track.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b></p> <p><i>Evaluate software. Explore what other colleges are doing.</i></p>	Not Systematic
	<p><b>3d.</b> Assistance is provided to students who are unlikely to be accepted into limited-access programs, such as nursing or culinary arts, to redirect them to another more viable path to credentials and a career.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b></p> <p><i>Continue discussions on how to incorporate apprenticeship into our guided pathways model</i></p>	Not Occurring
	<p><b>3e.</b> The College schedules courses to ensure students can take the courses they need when they need them, can plan their lives around school from one term to the next, and can complete their programs in as short a time as possible.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b></p> <p><i>Continue discussions in Enrollment Management Committee; research software to assist with course scheduling based on pathways and demand.</i></p>	Planning to Scale

<b>Pillar 4 Ensure Learning</b>	<p><b>4a.</b> Program learning outcomes are aligned with the requirements for success in the further education and employment outcomes targeted by each program.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Programs re-evaluate their learning outcomes as they complete their program mapping</i></p>	Not Systematic
	<p><b>4b.</b> Instruction across programs (especially in program introductory courses) engages students in active and applied learning, encouraging them to think critically, solve meaningful problems, and work and communicate effectively with others.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Survey SCC faculty to determine what is currently being done; Research high-impact practices at other colleges; plan professional development opportunities.</i></p>	Not Systematic
	<p><b>4c.</b> Students have ample opportunity to apply and deepen knowledge and skills through projects, internships, co-ops, clinical placements, group projects outside of class, service learning, study abroad, and other experiential learning activities that program faculty intentionally embed into coursework.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Plan further service learning opportunities for students; plan professional development opportunities to engage faculty and students.</i></p>	Not Systematic
	<p><b>4d.</b> Faculty/programs assess whether students are mastering learning outcomes and building skills across each program, in both arts and sciences and career/technical programs.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Revisit program assessment process as we migrate our processes into eLumen.</i></p>	Planning to Scale
	<p><b>4e.</b> Results of learning outcomes assessments are used to improve teaching and learning through program review, professional development, and other intentional campus efforts.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Plan for further professional development.</i></p>	Planning to Scale
	<p><b>4f.</b> The college helps students document their learning for employers and universities through portfolios and other means beyond transcripts.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Determine what employers and universities are looking for; Evaluate software tools</i></p>	Not Systematic
	<p><b>4g.</b> The college assesses effectiveness of educational practice (e.g. using CCSSE or SENSE, etc.) and uses the results to create targeted professional development.</p> <p><b><u>Next Steps Toward Implementing Practice at Scale:</u></b>  <i>Use information from recent GP-focused research tools to create targeted professional development</i></p>	Planning to Scale

Note that full scale adoption is not expected for every college on every element within the five-year time frame. As a result, the scaling and progress for each practice will vary college by college. The Chancellor’s Office recognizes that these plans may also change as implementation efforts evolve. Those changes may be noted in future planning reports.

1. A meta-major is a collection of academic programs that have common or related content. Programs within a meta-major will share some common requirements to allow for early exploration as students may enroll in this broad field of interest without collecting excess units). SCC has been using the term CAP (for career and academic programs) but is now considering using the term “Interest Area”

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC

February 24, 2020

MANAGEMENT

Revised Job Description/Attachment #1

Chief, District Safety/Security  
Grade Level D (No Change)  
Classified Supervisory

Interim to Permanent

Arteaga, Elizabeth  
Dean, Business & Career Education  
Santiago Canyon College

Effective: February 25, 2020  
Salary Placement: B-1 \$142,379.60/Year

FACULTY

Leave of Absence

Fuente, Vilma  
Counselor  
Counseling Division  
Santa Ana College

Effective: February 6 – March 3, 2020  
Reason: Maternity Leave

Gannon, Courtney  
Instructor, High School Subjects  
Continuing Education Division (CEC)  
Santa Ana College

Effective: February 24 – May 24, 2020  
Reason: Parental Leave

Olivos, Ruth  
Counselor  
Counseling Division  
Santa Ana College

Effective: February 4 – March 26, 2020  
Reason: Maternity

Peacock, Matthew T.  
Instructor, High School Subjects/Math  
Continuing Education Division (OEC)  
Santiago Canyon College

Effective: February 3 – 20, 2020  
Reason: Parental Leave

**FACULTY (CONT'D)**

Leave of Absence (cont'd)

Vargas, Martha  
Professor/Counselor/Coordinator  
University Transfer Center  
Counseling Division  
Santa Ana College

Effective: February 24 – May 18, 2020  
Reason: Partial Banked Leave/3.13 LHE Withdrawal

Wong, Lana  
Professor/Librarian  
Institutional Effectiveness, Library &  
Learning Support Services Division  
Santiago Canyon College

Effective: February 3 – June 6, 2020  
Reason: Partial Banked Leave/9.38 LHE Withdrawal

Adjusted Leave of Absence

Jones, Vanessa  
Associate Professor, Mathematics  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: February 3 – June 6, 2020  
From: Partial Banking Leave/Withdrawing 1.17 LHE  
To: Partial Banking Leave/Withdrawing 1.33 LHE

Column Change

Calderon, Araceli  
Instructor, Spanish  
Humanities & Social Sciences Division  
Santa Ana College

Effective: February 10, 2020  
From: III-5 \$74.03/\$66.63  
To: IV-5 \$77.73/\$69.96

Duarte, Suzanne  
Counselor  
Counseling Division  
Santa Ana College

Effective: February 10, 2020  
From: III-5 \$62.93  
To: IV-5 \$66.07

Part-time Hourly New Hires/Rehires

Campos, Carlos  
Instructor, Vocational/Construction Technology  
Continuing Education Division (CEC)  
Santa Ana College

Effective: February 3, 2020  
Hourly Lecture Rate: I-3 \$51.89

Candelario, Jose Z.  
Instructor, Medical Assistant  
Science, Math & Health Sciences Division  
Santa Ana College

Effective: February 3, 2020  
Hourly Lecture Rate: IV-3 \$70.50

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires (cont'd)

Cary, Austin A. Effective: February 10, 2020  
Instructor, American Sign Language Hourly Lecture Rate: II-3 \$63.96  
Humanities & Social Sciences Division  
Santa Ana College

Cheng, Kenneth S. Effective: February 10, 2020  
Instructor, Criminal Justice/Emergency Hourly Lecture/Lab Rates: IV-3 \$70.50/\$63.56  
Combat Care  
Human Services & Technology Division  
Santa Ana College

Fouts, Andrea C. Effective: February 10, 2020  
Instructor, Theatre Arts Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56  
Fine & Performing Arts Division  
Santa Ana College

Goldsmith, Meredith R. Effective: February 10, 2020  
Instructor, Art Hourly Lecture/Lab Rates: IV-3 \$70.50/\$63.46  
Fine & Performing Arts Division  
Santa Ana College

Kanal, Naveen Effective: February 11, 2020  
Instructor, Communications Hourly Lecture Rate: IV-3 \$70.50  
Fine & Performing Arts Division  
Santa Ana College

Keane, Michael P. Effective: February 10, 2020  
Instructor, Commercial Music Hourly Lecture/Lab Rates: I-3 \$60.91/\$54.82  
Fine & Performing Arts Division  
Santa Ana College

Kraemer, Bethany L. Effective: February 10, 2020  
Instructor, Theatre Arts Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56  
Fine & Performing Arts Division  
Santa Ana College

Lopez, Rodolfo Effective: February 11, 2020  
Instructor, Communications Hourly Lecture Rate: II-3 \$63.96  
Fine & Performing Arts Division  
Santa Ana College



**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires (cont'd)

Lopez, Saul  
Instructor, Mathematics  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: February 10, 2020  
Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56

Lopez Garcia, Luciano J.  
Instructor, Diesel Technology  
Human Services & Technology Division  
Santa Ana College

Effective: February 10, 2020  
Hourly Lecture/Lab Rates: I-5 \$67.15/\$60.44

Manning, R. Douglas  
Instructor, Kinesiology  
Kinesiology, Health & Athletics Division  
Santa Ana College

Effective: April 13, 2020  
Hourly Lecture Rate: IV-3 \$70.50

Moore, Shelly L.  
Instructor, Biology  
Science, Math & Health Sciences Division  
Santa Ana College

Effective: February 3, 2020  
Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56

Nance, Diane, W.  
Instructor, Fashion, Design & Merchandising  
Human Services & Technology Division  
Santa Ana College

Effective: February 12, 2020  
Hourly Lecture/Lab Rates: I-3 \$60.91/\$54.82

Oh, Kathy S.  
Instructor, Music  
Fine & Performing Arts Division  
Santa Ana College

Effective: February 10, 2020  
Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56

Ortega, Valerie C.  
Instructor, Communication  
Fine & Performing Arts Division  
Santa Ana College

Effective: February 10, 2020  
Hourly Lecture Rate: II-3 \$63.96

Oceguera, Jose L.  
Instructor, Communications  
Fine & Performing Arts Division  
Santa Ana College

Effective: February 10, 2020  
Hourly Lecture Rate: II-3 \$63.96

**FACULTY (CONT'D)**

*Part-time Hourly New Hires/Rehires (cont'd)*

Pelar, Neda S. Effective: February 10, 2020  
Instructor, Biology (equivalency) Hourly Lecture/Lab Rates: IV-3 \$70.50/\$63.46  
Science, Math & Health Sciences Division  
Santa Ana College

Pesqueira, Nicole M. Effective: January 27, 2020  
Instructor, Fire Technology/Fire Officer Hourly Lecture/Lab Rates: I-3 \$60.91/\$54.82  
Human Services & Technology Division  
Santa Ana College

Piotrowski, Cody P. Effective: February 3, 2020  
Instructor, Chemistry Hourly Lecture Rate: III-3 \$67.15  
Mathematics & Sciences Division  
Santiago Canyon College

Shook, Travis R. Effective: January 27, 2020  
Instructor, Fire Technology/Ladders Hourly Lecture/Lab Rates: I-3 \$60.91/\$54.82  
Human Services & Technology Division  
Santa Ana College

Snow, Margaret A. Effective: February 10, 2020  
Instructor, Accounting Hourly Lecture Rate: IV-3 \$70.50  
Business & Career Technical Education Division  
Santiago Canyon College

Takemoto, Jack M. Effective: February 10, 2020  
Instructor, Criminal Justice/Firearms Hourly Lecture/Lab Rates: I-3 \$60.91/\$54.82  
Human Services & Technology Division  
Santa Ana College

Thakkar, Nirali D. Effective: February 10, 2020  
Instructor, Art Hourly Lecture Rate: III-3 \$67.15  
Fine & Performing Arts Division  
Santa Ana College

Thammavongsy, Zachary Effective: February 6, 2020  
Instructor, Chemistry Hourly Lecture Rate: IV-3 \$70.50  
Mathematics & Sciences Division  
Santiago Canyon College

Williams, Johnnie L. Effective: February 13, 2020  
Site Director I Hourly Rate: \$45.44  
Continuing Education Division (CEC)  
Santa Ana College

**FACULTY (CONT'D)**

Part-time Hourly New Hires/Rehires (cont'd)

Williams, Johnnie L. Effective: February 13, 2020  
Site Director I Hourly Rate: \$45.44  
Continuing Education Division (CEC)  
Santa Ana College

Valdez Rangel, Evelyn Effective: February 3, 2020  
Instructor, Biology Hourly Lecture/Lab Rates: II-3 \$63.96/\$57.56  
Science, Math & Health Sciences Division  
Santa Ana College

Wielenga, Laurie B. Effective: February 10, 2020  
Instructor, High School Subjects/Bridge Program Hourly Lecture Rate: II-3 \$53.19  
Continuing Education Division (OEC)  
Santiago Canyon College

Zhang, Binjie Effective: February 10, 2020  
Instructor, Chemistry Hourly Lecture Rate: \$70.50  
Mathematics & Sciences Division  
Santiago Canyon College

Non-paid Instructors of Record

Barreda, Augie G. Effective: January 27, 2020  
Instructor, Fire Technology  
Instructor Service Agreement  
Rancho Cucamonga Fire District  
Human Services & Technology Division  
Santa Ana College

Futoran, John A. Effective: January 27, 2020  
Instructor, Fire Technology  
Instructor Service Agreement  
California State Parks  
Human Services & Technology Division  
Santa Ana College

Rose, Killian R. Effective: January 27, 2020  
Instructor, Fire Technology  
Instructor Service Agreement  
California State Parks  
Human Services & Technology Division  
Santa Ana College

**FACULTY (CONT'D)**

*Non-paid Intern Service*

Quintero, Gabriela  
Counseling Intern  
Santiago Canyon College

Effective: February 25 – June 30, 2020  
College Affiliation: Chapman University  
Major: School Counseling

Rekoon, Samantha  
Interpreter Intern  
American Sign Language  
Arts, Humanities & Social  
Sciences Division  
Santiago Canyon College

Effective: March 1 – June 1, 2020  
College Affiliation: CSU, Northridge  
Major: Deaf Studies

Rozen, Patricia  
Counseling Intern  
Santa Ana College

Effective: April 1 – June 30, 2020  
College Affiliation: Western Governors University  
Major: Nursing

Rozen, Patricia  
Counseling Intern  
Santa Ana College

Effective: July 1 – December 31, 2020  
College Affiliation: Western Governors University  
Major: Nursing

Ubierna, Kendra  
Counseling Intern  
Santa Ana College

Effective: February 25 – June 30, 2020  
College Affiliation: CSU, Long Beach  
Major: Counseling

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
FEBRUARY 2020

**CHIEF, DISTRICT SAFETY & SECURITY  
JOB DESCRIPTION**

**CLASS SUMMARY**

Serves as the senior operational manager for district safety and security. Has overall responsibility for all duties related to maintenance of safety, and security of facilities, grounds, materials and equipment, ensures the safety and protection of students, faculty, staff and visitors. Responsible for planning, organizing, directing and supervising the work performed by all subordinate department personnel.

**REPRESENTATIVE DUTIES**

- Responsible for the efficient organization and operation of the district Safety and Security department including the development of policies and procedures, providing technical advice and administrative direction including the review and quality control of all logs, incident reports and correspondence.
- Position requires carrying of firearm.
- Responsible for properly screening, selection, assignment, supervision, training, evaluation and discipline of all department staff.
- Ensures all staff with firearms are certified and properly trained.
- Ensures adequate staffing to meet safety and security needs, including authorizing short-term changes to normal assignments or assigning and supervising additional staff for special events.
- Responsible for parking administration.
- Responsible for developing, updating and maintaining department policies.
- Responsible for the accurate collection and reporting of crime data.
- Investigates complaints against the department and recommends appropriate action.
- Reviews incident reports, activity logs and related written materials to ensure all incidents are properly documented.
- Provides oversight and inventory of departmental equipment and vehicles.
- Responsible for budget development and administration.
- Interacts positively with campus community and assists members in identifying potential safety and/or criminal problems.
- Communicates and coordinates activities with subordinate staff; maintains positive working relations with department members, students, staff and college community.
- Responds to incidents and emergencies by taking appropriate actions; manages investigations and complaints; provides first aid and CPR if needed; provides on-call availability for serious incidents.
- Ensures all serious incidents are appropriately handled and documented and that appropriate authorities are notified.
- Supervision of routine and annual drills for active shooter, disaster/emergency preparedness planning and training; conducts public awareness programs and presentations on safety, security and crime prevention to staff and students.
- Responsible for the monitoring, operations, maintenance and repairs of the fire and intrusion alarm systems, and the video security systems for the District and colleges.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
FEBRUARY 2020

## **CHIEF, DISTRICT SAFETY & SECURITY JOB DESCRIPTION**

### **REPRESENTATIVE DUTIES (CONTINUED)**

- Serves as the District's liaison with all local law enforcement and social agencies (police, paramedics, fire, sheriff's department, and city parking control).
- Attends workshops and training sessions to enhance professional knowledge and skills.
- Provides leadership and demonstrates by example a community oriented policing model for the District, including participation in committees, participatory governance, crime prevention and other problem-solving approaches to law enforcement in education.
- Performs other related duties as assigned.

### **ORGANIZATIONAL RELATIONSHIPS**

This class reports to the Vice Chancellor, Business Operations/Fiscal Services. The position supervises Lieutenants, Sergeants, Senior District Safety Officers, District Safety Officers, dispatchers, clerical staff, and student assistants.

### **DESIRABLE QUALIFICATION GUIDE**

#### **Training and Experience:**

- A Bachelor's degree in police science, criminal justice, public administration, or a related field is required, plus six (6) years of progressively responsible law enforcement or public safety work experience including a minimum of four (4) years leading and/or managing the work of others at the level of a Lieutenant or higher. A Master's degree is preferred.
- Possess Supervisory POST Certificate.
- Completion of P.O.S.T. approved Regular Basic Academy.
- Current certification in First Aid and CPR.
- Possess a valid California Driver's License with a driving record that meets the standards established by the District.
- Must be physically fit, and pass written, oral and psychological background testing.
- Completion of P.O.S.T. certified extensive background check within six (6) months of employment.

#### **Knowledge of:**

- Principles, methods, techniques and strategies pertaining to a comprehensive community college district safety and security planning and Community Orientated Policing.
- Legal mandates, policies, regulations and operating procedures related to community college safety, security.
- Practices, procedures, techniques and strategies for determining operational effectiveness.

Operational safety standards and normally accepted standards of conduct and ethics.

- Budgeting and principles of supervision and personnel management.
- Principles and practices of disaster and emergency response.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
FEBRUARY 2020

**CHIEF, DISTRICT SAFETY & SECURITY  
JOB DESCRIPTION**

**DESIRABLE QUALIFICATION GUIDE (CONTINUED)**

- Safety and Security practices and principles, including: basic exemplary leadership concepts; rules of evidence; vehicle code and traffic control; first aid, CPR, firearms, chemical agents (mace) and baton and appropriate safety precautions and procedures.
- Knowledge of pertinent provisions of ordinances and regulations of the County of Orange, Education Code, and the Penal Code of California pertaining to the safety and security of buildings and grounds relating to theft and illegal entry into district property. Understand and practice mitigation of hazards involved in security work.

**Ability to:**

- Perform all of the duties of the position professionally, effectively and efficiently with minimal supervision.
- Utilize all of the tools and equipment of the position in a safe and responsible manner.
- Analyze situations quickly and objectively, determine, and take effective action.
- Use appropriate defense measures to protect self or others in adverse situations.
- Administer first aid in emergencies.
- Use of two-way radio communication.
- Operate a computer and assigned office equipment.
- Communicate effectively both orally and in writing and interact both formally and informally with students, staff, outside agency personnel and the public.
- Maintain a calm, courteous and objective attitude in all situations.
- Establish and maintain cooperative working relationships with others; and relate to and gain the confidence and cooperation of members of the campuses and local communities.
- Demonstrate an understanding of, sensitivity to, and respect for the diverse academic, socio-economic, ethnic, cultural, disability, religious background and sexual orientation of community college students, faculty and staff.
- Resolve confrontation, affect behavior of others, facilitate small group processes, supervise the work of others and review performance, and convey a positive image of the organization.

Board Approval: February 24, 2020

## RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
FEBRUARY 24, 2020**

**CLASSIFIED**New Appointment

Gonzalez, Miguel Special Projects Specialist (CL19-1351) Resource Dev./ Ed. Services/ District	Effective: January 30, 2020 Grade 11, Step 1 \$49,429.54
--	---

McLeod, Scott Sr. District Safety Officer (CL19-1322) District Safety/ District	Effective: January 21, 2020 Grade 13, Step 1 \$54,755.56
---	---

Montoya, Manuel Art Gallery Coordinator (CL19-1327) Fine & Performing Arts/ SAC	Effective: February 3, 2020 Grade 11, Step 5 \$60,124.29
---	---

Yniguez, Barbara Executive Secretary (CL19-1366) Fiscal Services/ District	Effective: February 10, 2020 Grade 14, Step 6 \$73,724.18
--	--

Professional Growth Increments

Dinh, Anh Applications Specialist III/ ITS	Effective: March 1, 2020 Grade 19, Step 6 + 2.5%L + 6PG (3000) \$104,461.88
---	---

Duenas, Jonnathan Sr. Account Clerk/ Career Ed. & Workforce Dev./ SAC	Effective: March 1, 2020 Grade 10, Step 1 + 2PG (1000) \$48,321.87
---	---

Furlong, Brenda Sr. Accountant/ Admin. Services/ SAC	Effective: March 1, 2020 Grade 15, Step 5 + 5%L + 9PG (4500) \$82,314.14
---	--

Garcia Carmona, Javier HS & Comm. Outreach Spec./ Student Affairs/ SAC	Effective: March 1, 2020 Grade 13, Step 4 + 2.5%Bil + 3PG (1500) \$66,499.27
--	--

Kang, Charles Bookstore Buyer/ Bookstore/ SCC	Effective: March 1, 2020 Grade 10, Step 2 + 1PG (500) \$50,214.34
--	--



Professional Growth Increments cont'd

McAdam, Justin Gardner Utility Worker/ Admin. Services/ SAC	Effective: March 1, 2020 Grade 8, Step 6 + 9PG (4500) \$60,038.79
Vu, Sara Student Services Coord./ Counseling/ SAC	Effective: March 1, 2020 Grade 15, Step 3 + 3PG (1500) @ 88% VF \$60,637.70

Longevity Increment

Garza, Jimmy Custodian/ Admin. Services/ SAC	Effective: March 1, 2020 Grade 4, Step 6 + 7.5%GY + 10%L \$56,306.01
Godinez, Marisela Career Guidance Spec./ Counseling/ SAC	Effective: February 1, 2020 Grade 13, Step 6 + 2.5%Bil + 12.5%L \$80,426.57
Hatekeyama, Denise Science Lab Coord./ Science & Math/ SAC	Effective: February 1, 2020 Grade 13, Step 6 + 10%L \$76,929.77
Morin, Martha Admin. Secretary/ Student Dev./ SCC	Effective: March 1, 2020 Grade 12, Step 6 + 2.5%L \$68,122.97
Negrete, Elva Student Services Coord./ Nursing/ SAC	Effective: February 1, 2020 Grade 16, Step 6 + 7.5%L \$88,729.61
Smith, Rosalind Admin. Secretary/ Continuing Ed./ CEC	Effective: January 1, 2020 Grade 12, Step 6 + 7.5%L \$71,446.04
Styffe, Amy Admin. Secretary/ Business & Career Ed./ SCC	Effective: March 1, 2020 Grade 12, Step 6 + 5%L \$69,784.50
Thor, Shawn Mail/Warehouse Assistant/ Purchasing/ District	Effective: February 1, 2020 Grade 8, Step 6 + 7PG (3500) + 5%L \$61,815.73
Torres Carranza, Maria HS Community Outreach Spec./ EOPS/ SAC	Effective: February 1, 2020 Grade 13, Step 6 + 2.5%Bil + 2PG (1000) + 12.5%L \$81,426.57

Change in Position/Location

Bui, Kevin From: Accountant To: Senior Accountant (Reclass 1167) Fiscal Services/ District	Effective: January 1, 2020 Grade 15, Step 1 + 1PG (500) \$61,450.26
Flores, Albert From: Reprographics Tech. To: Publications Specialist (Reclass 1182) Publications/ District	Effective: January 1, 2020 Grade 14, Step 3 \$63,641.76
Gonzalez, Rosie From: Sr. EOPS Specialist To: Student Support Services Program Specialist (Reclass 1186) EOPS/ SCC	Effective: January 1, 2020 Grade 13, Step 5 + 5%L + 6PG (3000) \$72,904.12
Herndon, Timothy Sr. District Safety Officer From: SAC To: SCC	Effective: February 3, 2020 Grade 13, Step 5 \$66,575.34
Lordanich, Joseph Sr. District Safety Officer From: SCC To: SAC	Effective: February 3, 2020 Grade 13, Step 5 + 5%SW \$69,904.11
McAdam, Justin From: Gardener Utility Worker/SAC To: Lead Gardener (CL19-1314) Admin. Services/ SCC	Effective: February 18, 2020 Grade 10, Step 6 + 8 PG (4000) \$64,409.12
Valencia, Jennifer From: Admin. Sec./College Advancement To: Executive Secretary (CL19-1352) Academic Affairs/ SAC	Effective: February 3, 2020 Grade 14, Step 5 + 2.5%L \$71,961.90

Change in Salary Placement

Gheorghe, Marta Research Coordinator/ Research/ District (Reclass 1170)	Effective: January 1, 2020 Grade 18, Step 6 + 2.5%L + 5PG (1250) \$96,449.89
---	--

Change in Salary Placement cont'd

Johnson, Brian Research Analyst/ Research/SAC	Effective: February 4, 2020 Grade 17, Step 1 \$68,497.84 Change in Grade
Kaveh, Haydeh Research Analyst/ Research/ SCC (Reclass 1172)	Effective: January 1, 2020 Grade 17, Step 4 + 1PG (500) \$70,820.70
Kawa, Kevin Research Analyst/ Research/ SAC (Reclass 1171)	Effective: January 1, 2020 Grade 17, Step 3 \$75,532.75
Kincaid, Paula Research Analyst/ Research/ SAC	Effective: February 4, 2020 Grade 17, Step 1 \$68,497.84 Change in Grade
Nguyen, Tyler Research Analyst/ Ed. Services/ District (Reclass 1168)	Effective: January 1, 2020 Grade 17, Step 6 \$87,509.19
Parvar, Mahbod Research Analyst/ Institutional Effectiveness/ SCC	Effective: February 4, 2020 Grade 17, Step 6 \$87,509.19 Change in Grade
Poore, Jacob Research Analyst/ Ed. Services/ District (Reclass 1184)	Effective: January 1, 2020 Grade 17, Step 2 \$71,929.85
Tjiptahadi, Rudy Research Analyst/ Institutional Effectiveness/ SCC (Reclass 1169)	Effective: January 1, 2020 Grade 17, Step 6 + 5%L + 6PG (3000) \$94,884.65

Leave of Absence

Giles, Veronica Audit Specialist/ Fiscal Services/ District	Effective: 01/22/20 – 06/30/20 Reason: FMLA/Intermittent
Rodriguez, Kandi Financial Aid Analyst/ SAC	Effective: 02/24/20 – 03/04/20 Reason: FMLA/Parental Leave- Intermittent

Leave of Absence cont'd

Garcia, Anaisabelle Curriculum Specialist/ Academic Affairs/ SCC	Effective: 01/16/20 – 03/12/20 Reason: Maternity Leave
--	---

Ratification of Resignation/Retirement

Fernandez Gonzalez, Irma Counseling Assistant/ EOPS/ SAC	Effective: February 14, 2020 Reason: Medical Layoff
---	--

Hagelbarger, Theresa Job Developer/ Business Div./ SAC	Effective: February 7, 2020 Reason: Retirement
---	---

Knorr, David District Safety Officer/ District	Effective: May 1, 2020 Reason: Retirement
---	--

Partida, Cynthia Student Services Coord./ Enrollment Support Services/SCC	Effective: February 19, 2020 Reason: Resignation
---	---

Shirley, Jacqueline Intermediate Clerk/ Counseling/ SAC	Effective: February 27, 2020 Reason: Retirement
--	--

Tapia, Manuel Skilled Maintenance Worker/ Admin. Services/ SAC	Effective: February 7, 2020 Reason: Resignation
--	--

**CLASSIFIED HOURLY**

New Appointments

Gutierrez, Isaac Learning Facilitator (CL19-1345) Math & Science/ SCC	Effective: February 3, 2020 Up to 19 Hours/Week School Session Grade 8, Step A \$20.81/Hour
---	---

Irani, Najin Instructional Assistant (CL19-1342) Math & Science/ SCC	Effective: February 10, 2020 Up to 19 Hours/Week School Session Grade 5, Step A \$18.57/Hour
--	--

Romero, Josselyn Learning Facilitator/ EOPS/ SAC	Effective: February 10, 2020 Up to 19 Hours/Week School Session Grade 8, Step A \$20.81/Hour
---	--

Professional Growth Increments

Morones, Griselda  
HS & Comm. Outreach Spec./ Counseling/  
SCC  
Effective: 13, Step A + 1PG (250)  
\$26.22/Hour + \$20.83/Mo. PG

Phamle, Skyler  
Student Services Specialist/ Counseling/  
SCC  
Effective: March 1, 2020  
Grade 10, Step A + 1PG (250)  
\$22.67/Hour + \$20.83/Mo. PG

Longevity Increment

Delgado, Juan  
District Safety Officer/ District  
Effective: February 1, 2020  
Grade 9, Step A + 5%L \$22.76/Hour

Hong, Tammy  
Instructional Assistant/ Continuing Ed./  
CEC  
Effective: January 1, 2020  
Grade 5, Step A + 7.5%L \$19.95/Hour

Lopez Galicia, Jorge  
Counseling Assistant/ Continuing Ed./  
CEC  
Effective: March 1, 2020  
Grade 5, Step A + 2.5%Bil + 5%L  
\$19.95/Hour

Lupercio, Patricia  
Instructional Ctr. Tech./ Institutional  
Effectiveness / SCC  
Effective: February 1, 2020  
Grade 7, Step A + 5%L \$20.99/Hour

Leave of Absence

Lopez, Wendy  
Child Dev. Intern I/ Child Dev. Services/  
District  
Effective: 07/15/19 – 02/09/20  
Reason: Maternity Leave  
Effective: 02/10/20 – 05/01/20  
Reason: FMLA/ Parental Leave

Ratification of Resignation/Retirement

Latthitham, Anisa  
Instructional Assistant/ Human Services &  
Tech/ SAC  
Effective: January 23, 2020  
Reason: Resignation

Rea, Marlon  
Science Storekeeper/Lab Tech./ Science &  
Math/ SAC  
Effective: February 13, 2020  
Reason: Resignation



*Substitute Assignments cont'd*

Gabriel, Adrian Senior Clerk/ Continuing Ed./ CEC	Effective: 12/21/19 – 02/05/20
Garcia Sandoval, Reyna Intermediate Clerk/ Enrollment & Support Services/ SCC	Effective: 01/28/20 – 04/05/20
LeBoeuf, Kristin Admin. Secretary/ Executive Div./ SAC	Effective: 02/03/20 – 05/03/20
Plascencia, Cynthia Auxiliary Services Specialist/ Business Operations/ SAC	Effective: 01/02/20 – 04/01/20
Saldivar, Sandy Senior Clerk/ Student Services/ SAC	Effective: 01/29/20 – 05/15/20

**MISCELLANEOUS POSITIONS**

Pooee, Erisa Coaching Assistant/ Kinesiology/ SAC	Effective: 02/10/20
Wallace, Kyle Coaching Assistant/ Kinesiology/ SAC	Effective: 02/05/20
Allee, Charles Business Expert Professional II/ SBDC/ District	Effective: 01/13/20 – 06/30/20
Cole, Traci Business Expert Professional II/ SBDC/ District	Effective: 10/01/19 – 01/23/20
Lloyd, Roger Business Expert Professional II/ SBDC/ District	Effective: 01/02/20 – 06/30/20
Park, Deborah Presenter II/ Counseling/ SAC	Effective: 03/02/20 – 03/16/20
Thielen, Maureen Business Expert Professional II/ SBDC/ District	Effective: 10/01/19 – 12/30/19 01/02/20 – 06/30/20

**MISCELLANEOUS POSITIONS cont'd**

Williams, Michael Effective: 01/23/20 – 06/30/20  
Business Expert Professional II/ SBDC/  
District

*Instructional Associates/Associate Assistants*

**Criminal Justice**

Akaad, Ahmed Effective: 02/25/20

Avalos, Franco Effective: 02/25/20

Magallon, George Effective: 02/25/20

Robinson, Sloane Effective: 02/25/20

**SANTA ANA COLLEGE  
STUDENT HIRE LIST**

Alvarez, Brian	Effective: 02/05/20-06/30/20
Aragon, Dulce C.	Effective: 02/11/20-06/30/20
Blanco, Alejandra	Effective: 02/12/20-06/30/20
De la O, Mercedes A.	Effective: 02/13/20-06/30/20
Ediss, Reyna D.	Effective: 02/05/20-06/30/20
Flores, Jose D.	Effective: 02/05/20-06/30/20
Kadenehii, Nanabah L.	Effective: 02/11/20-06/30/20
Leon Hernandez, Claudia	Effective: 01/28/20-06/30/20
Linares Ferman, Yeimi A.	Effective: 01/30/20-06/30/20
Lopez, Cindy Y.	Effective: 02/11/20-06/30/20
Martin, Betty M.	Effective: 02/12/20-06/30/20
Mendoza, Ivonne	Effective: 01/28/20-06/30/20
Merida, Ashley Y.	Effective: 02/10/20-06/30/20
Nguyen, Nelly V.	Effective: 02/11/20-06/30/20
Paniagua, Lourdes E.	Effective: 02/07/20-06/30/20
Payan, Crystal M.	Effective: 02/04/20-06/30/20
Rafacla, Mario	Effective: 02/07/20-06/30/20
Salgado, Larissa E.	Effective: 02/05/20-06/30/20
Torres, Josue T.	Effective: 02/05/20-06/30/20
Vang, Julie	Effective: 02/11/20-06/30/20



**SANTIAGO CANYON COLLEGE  
STUDENT HIRE LIST**

Aguado, Manuel	Effective: 01/29/2020 – 06/30/2020
Castro, America	Effective: 02/04/2020 – 06/30/2020
Chavez, Dalila	Effective: 02/11/2020 – 06/30/2020
Chavez, Garrett	Effective: 02/03/2020 – 06/30/2020
Gilbert, Jordan	Effective: 02/03/2020 – 06/30/2020
Hoard, Amparo	Effective: 02/03/2020 – 06/30/2020
Kuwahara, Connor	Effective: 02/05/2020 – 06/30/2020
Lievanos, Tiffany	Effective: 02/03/2020 – 06/30/2020
Neller, Malanie	Effective: 02/03/2020 – 06/30/2020
Rosales, Arianna	Effective: 02/11/2020 – 06/30/2020
Shoonmaker, Scarlett	Effective: 02/03/2020 – 06/30/2020
Thai, Anh-Thi	Effective: 01/24/2020 – 06/30/2020